

EX PARTE SEQUENCE # 004
ORIGINAL ENTERED DATE 7-18-2025
RELIEF Alternate Service

At an IAS Part 34 of
the Supreme Court of
the State of New
York, in and for the
County of Nassau, at
the Courthouse, 100
Supreme Court Drive,
Mineola, New York, on
the 21st day of July
2025.

P R E S E N T: Hon. Maureen McHugh-Heitner,
Acting Justice Supreme Court

NYC MEDIA III LLC

Index No.:
601189/2022

Petitioner,

-against-

ORDER PERMITTING
Service by
Publication;

HELMY M. LOTFY A/K/A HELMY LOUTFY
A/K/A HELMY LOFTY, MAHMUD LOUTFY
A/K/A MAHMOUD LOUFTY, and "JOHN
AND JANE DOES 1-10",

Respondents.

PETITIONER having moved for leave for Order permitting
Service on Helmy Lotfy by publication.

Upon the reading and filing of the annexed
Declaration of Nelson Tucker, and the annexed affirmation
of Richard T. Walsh dated July 18, 2025; and

It appearing therefrom that that Petitioner has been unable to locate or effect service of process on the Respondent Helmy Lotfy in the above-captioned case; and sufficient and satisfactory cause having been alleged,

IT IS HEREBY

ORDERED that Petitioner shall be permitted, pursuant to CPLR 308(5), to serve the Order to Show Cause, NYSCEF Confirmation Notice, Verified Petition, Notice of Pendency, and Exhibits A through F thereto in the case, *NYC Media III LLC against Helmy M. Lotfy, et al.*, Index No. 601189/2022 by publication in Global Legal Notices, LLC, a publication of general circulation in Egypt, for a period of four (4) consecutive weeks, naming the Respondent, and that Proof of Publication be filed with this court no later than thirty (30) days after completion of the publication and no later

than August 31, 2025. This shall be deemed good and sufficient service.

E N T E R:

[Signature]
A.J. S. C.

Hon. Maureen M. Heitner

ENTERED

Jul 23 2025

NASSAU COUNTY
COUNTY CLERK'S OFFICE

AT an Ex Parte (or IAS)
Part 34, held in and for the
County of Nassau, at the
Courthouse, 100 Supreme
Court Drive, Mineola, New
York, on the 24th day of
JUNE, 2025

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU
PRESENT: Hon. Maureen McHugh-Heitner, A.J.S.C.
Acting Justice

-----X
NYC MEDIA III LLC

Petitioner,

-against-

HELMY M. LOTFY A/K/A HELMY LOUTFY A/K/A
HELMY LOFTY, MAHMUD LOUTFY A/K/A
MAHMOUD LOUFTY, and "JOHN AND JANE DOES 1-
10".

Respondents.

The names "John and Jane Does 1-10" are fictitious, whose
actual names are unknown to Petitioner and are meant to
name and to describe any persons in possession of, or
claiming to have possession of, or having or claiming to have
any right; title or interest in or to the property that is the
subject of this proceeding.

Index No.: 601189/2022

ORDER TO SHOW CAUSE
In Lieu of a Re-Notice
of Petition under CPLR 404

Assigned Justice:
Hon. Maureen
McHugh-Heitner, J.

MOTION SEQUENCE # 003
ORIGINAL RET. DATE 9-24-2025
RELIEF 00TH

-----X
UPON the previously filed Verified Petition of Petitioner, NYC Media III, LLC, dated
and verified on January 28, 2022, and the exhibits annexed thereto, and the Notice of Pendency,
and upon the affirmation of Richard T. Walsh, dated June 19, 2025, and the exhibits annexed
thereto,

LET Respondents, or their attorneys, SHOW CAUSE, at an IAS Part 34, held in
and for the County of Nassau, at the Courthouse, Courtroom , 100 Supreme Court Drive,
Mineola, New York, on Sept 24, 2025, at 9:30 AM, WHY an Order and Judgment should not issue,

pursuant to Debtor and Creditor Law §§273 and 274, (1) setting aside as a fraudulent conveyance a certain non-consideration deed made as of the 2 day of July 2019, by Mahmoud Loutfy and Helmy Lofty, as Grantors, to Mahmoud Loutfy, as Grantee, conveying title to certain real property described in more detail consideration in Schedule A annexed hereto but located at and more commonly known as 119 Aster Drive, New Hyde Park, New York 11040, also designated in the Tax Map of Nassau County as Section 8, Block 306, Lot 2, Section 59, in the office of the Nassau County Clerk, and each and every part of the lands shown thereon; (2) permitting Petitioner to have the Sheriff of Nassau County to levy directly upon the said property and sell the interest of Helmy Lotfy, disregarding the "no consideration" transfer of Helmy Lotfy's interest in said parcel of property or partitioning the said property and permitting the Sheriff of Nassau County to levy thereon; and it is hereby

ORDERED, that sufficient cause having been alleged, LET service Respondent HELMY M. LOTFY A/K/A HELMY LOUTFY A/K/A HELMY LOFTY in Egypt in accordance with CPLR ³¹³ ~~308 and the Hague Convention~~ on Service of Process, on or before August 15, 2025, and that Petitioner's time within which to serve said Respondent be and is hereby extended until August 15, 2025, due to the need to locate and serve said Respondent in Egypt, and that fact that the Clerk's office rejected Petitioner's prior Re-Notice of Petition, based upon internal policy at the Clerk's office, and that additional time is required for service; and it is hereby further hereby

~~ORDERED that LET service upon Respondent MAHMUD LOUTFY A/K/A MAHMUD LOUTFY by filing a conformed copy of this Order to Show Cause and all supporting papers via NYSCEF on or before _____, 2025 be deemed good and sufficient service, and it is hereby further~~

ORDERED that service upon Mahmud Loutfy a/k/a Mahmoud Loutfy be made via NYSCEF; on or before June 30, 2025.


A.J.S.C.

ORDERED, that proof of service on Respondents may be filed electronically via
NYSCEF; and it is hereby further


A.J.S.C.

ORDERED, that answering affidavits, if any, shall be served and filed via NYSCEF on
or before September 19, 2025, at least seven (7) days prior to the return date of this
Order to Show Cause and reply papers, if any, be served at least one (1) day prior to the return
date of this Order to Show Cause.

ENTER:



HON. MAUREEN MCHUGH HEITNER
A.J.S.C.



NYSCEF Confirmation Notice

Nassau County Supreme Court



The NYSCEF website has received an electronic filing on 06/08/2025 03:51 PM. Please keep this notice as a confirmation of this filing.

601189/2022

NYC Media III LLC v. Helmy M Lotfy et al

Assigned Judge: Maureen Heitner

Documents Received on 06/08/2025 03:51 PM

Doc #	Document Type
86	NOTICE OF PETITION (AMENDED), Motion #1
87	NOTICE OF PETITION (AMENDED), Motion #1

Filing User

Richard T. Walsh | rwalsh@hwrpc.com | 516-535-1700
Horing Welikson Rosen & Digrugiliers Pc. 11 Hillside Avenue, Williston Park, NY 11596

E-mail Service Notifications

An email regarding this filing has been sent to the following on 06/08/2025 03:51 PM:

EDWARD P ALPER - ealper@alperlawfirm.com

Richard T. Walsh - rwalsh@hwrpc.com

Maureen O'Connell, Nassau County Clerk - <http://www.nassaucountyny.gov/agencies/Clerk/index.html>

Phone: 516-571-2660 Website: <http://www.nassaucountyny.gov/agencies/Clerk/index.html>

NYSCEF Resource Center, nyscef@nycourts.gov

Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: www.nycourts.gov/efile



NYSCEF Confirmation Notice

Nassau County Supreme Court



601189/2022

NYC Media III LLC v. Helmy M Lotfy et al
Assigned Judge: Maureen Heitner

Email Notifications NOT Sent

Role	Party	Attorney
Defendant / Respondent	John Doe	No consent on record.
Defendant / Respondent	Jane Doe	No consent on record.

* Court rules require hard copy service upon non-participating parties and attorneys who have opted-out or declined consent.

Maureen O'Connell, Nassau County Clerk - <http://www.nassaucountyny.gov/agencies/Clerk/index.html>

Phone: 516-571-2660 Website: <http://www.nassaucountyny.gov/agencies/Clerk/index.html>

NYSCEF Resource Center, nyscef@nycourts.gov

Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: www.nycourts.gov/efile

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
NYC MEDIA III LLC

Petitioner,

-against-

HELMY M. LOTFY A/K/A HELMY LOUTFY A/K/A HELMY
LOFTY, MAHMUD LOUTFY A/K/A MAHMOUD LOUFTY, and
"JOHN AND JANE DOES 1-10",

Respondents.

Index No.: _____/2022

**VERIFIED
PETITION**

Original filed on
01/28/2022

Index No. purchased on
01/28/2022

The names "John and Jane Does 1-10" are fictitious, whose actual names are unknown to Petitioner and are meant to name and to describe any persons in possession of, or claiming to have possession of, or having or claiming to have any right; title or interest in or to the property that is the subject of this proceeding.

-----X

TO THIS HONORABLE COURT:

The verified petition of Petitioner, NYC Media LLC, by its attorneys, Horing Welikson Rosen & Digrugilliers PC, respectfully alleges and shows as follows:

1. Petitioner is a Delaware limited liability company with a principal place of business at 84-11 Elmhurst Avenue, Elmhurst, New York, duly authorized to do business in New York State.

2. In this special proceeding is part of the enforcement of four judgments herein after described, Petitioner is seeking an Order and Judgment, pursuant to Debtor and Creditor Law §§273 and 274, (1) setting aside as a fraudulent conveyance a certain non-consideration deed made as of the 2 day of July 2019, by Mahmoud Loutfy and Helmy Lofty, as Grantors, to Mahmoud Loutfy, as Grantee, conveying title to certain real property described in more detail consideration in Schedule A annexed hereto but located at and more commonly known as 119

Aster Drive, New Hyde Park, New York 11040, also designated in the Tax Map of Nassau County as Section 8, Block 306, Lot 2, Section 59, in the office of the Nassau County Clerk, and each and every part of the lands shown thereon (the "Property"); (2) permitting Petitioner to have the Sheriff of Nassau County to levy directly upon the Property and sell the interest of Helmy Lotfy, disregarding the "no consideration" transfer of Helmy Lotfy's interest in the Property or partitioning the Property and permitting the Sheriff of Nassau County to levy thereon.

3. Venue is set in Nassau County because the Property that is the subject of this Proceeding is located in Nassau County.

THE CIVIL COURT JUDGMENTS

4. Petitioner has filed with the Nassau County Clerk's Office four (4) transcripts of judgment relating to four (4) judgments issued by the Civil Court of the City of New York, County of Queens ("Civil Court"), copies of which are annexed hereto as Exhibits A through D respectively.

5. Respondent HELMY M. LOTFY A/K/A HELMY LOUTFY A/K/A HELMY LOFTY ("Helmy") is a judgment debtor of Petitioner pursuant to a judgment of Civil Court in favor of Petitioner entered on March 13, 2019, in the amount of \$577,214.11 to which must be added nine (9%) percent interest thereon at the legal rate of interest on judgments. *See* Exhibit C annexed hereto.

6. Another judgment was entered against Helmy in Civil Court on March 13, 2019, in the sum of \$271,225.53 to which must be added nine (9%) percent interest thereon at the legal rate of interest on judgments. *See* Exhibit D annexed hereto.

7. Respondent MAHMUD LOUTFY A/K/A MAHMOUD LOUFTY ("Mahmoud") is the brother of Helmy and is also a judgment debtor of Petitioner pursuant to a judgment of the

Civil Court entered on July 24, 2014, in the amount of \$67,540.00 to which nine (9%) percent interest thereon at the legal rate of interest on judgments. *See* Exhibit A annexed hereto.

8. Another judgment against Mahmoud was entered in Civil Court on July 24, 2014, in the amount of \$11,040.00. *See* Exhibit B annexed hereto.

9. Transcripts of all three judgments have been recorded with the Nassau County Clerk. *See* Exhibits A, B, and C annexed hereto.

10. The names “John and Jane Does 1-10” are fictitious, whose actual names are unknown to Petitioner and are meant to name and to describe any persons in possession of, or claiming to have possession of, or having or claiming to have any right; title or interest in or to the property that is the subject of this proceeding and whose interests therein will be affected by this proceeding.

THE FRAUDULENT CONVEYANCE

11. By deed dated the 14th day of November 2014, and recorded on November 14, 2021, Respondents Mahmoud and Helmy acquired title to the Property. A copy of the deed is annexed hereto as Exhibit E.

12. Helmy’s last name was incorrectly and deliberately misspelled as “Lofty” on the deed (Exhibit E), although Mahmoud’s last name was spelled correctly and his middle initial was inserted in handwriting.

13. The address for the grantees in Exhibit E is the same address as was listed in Helmy’s and Mahmoud’s driver’s licenses.

14. Helmy purported to convey his interest in the Property to Mahmoud alone by deed dated the 2 day of July 2019, recorded on September 15, 2019, as a “no consideration”

transaction, after all of the judgments were entered in Civil Court. A copy of the deed from Mahmoud and Helmy to Mahmoud alone is annexed hereto as Exhibit F.

15. Helmy's conveyance to Mahmoud for no consideration was a fraud on Petitioner within the meaning of Debtor and Creditor Law §§273 and 274.

FIRST CAUSE OF ACTION

16. Petitioner repeats and realleges the allegations contained in paragraphs 1 through 15 above as if set forth fully herein at length.

17. Debtor and Creditor Law §273 provides in pertinent part as follows:

(a) A transfer made or obligation incurred by a debtor is voidable as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation:

(1) with actual intent to hinder, delay or defraud any creditor of the debtor; or

(2) without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor:

(i) was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(ii) intended to incur, or believed or reasonably should have believed that the debtor would incur, debts beyond the debtor's ability to pay as they became due.

18. Helmy's conveyance of his interest in the Property to Mahmoud was made without consideration, is void, and was a constructive fraud on Petitioner.

19. The transfer must be set aside and Petitioner should be permitted to levy on the Property and sell Helmy's constructive and equitable interest in the Property as it existed prior to the no consideration transfer.

20. After the void conveyance from Helmy to Mahmoud is set aside, if no buyer can be found to auction to purchase Helmy's interest in the Property, the Property should be

partitioned and sold at auction so that Petitioner can levy on Helmy's share of the net proceeds of such sale.

SECOND CAUSE OF ACTION

21. Repeats the allegations contained in paragraphs 1 through 20 above as if set forth fully herein at length.

22. Debtor and Creditor law §274 provides in pertinent part:

(a) A transfer made or obligation incurred by a debtor is voidable as to a creditor whose claim arose before the transfer was made or the obligation was incurred if the debtor made the transfer or incurred the obligation without receiving a reasonably equivalent value in exchange for the transfer or obligation and the debtor was insolvent at that time or the debtor became insolvent as a result of the transfer or obligation.

23. The transfer of Helmy's interest in the Property to Mahmoud was without consideration at a time when Helmy owed \$848,439.64 plus interest to Petitioner and constituted actual fraud on Petitioner since, upon information and belief, the transfer was made solely to keep Petitioner from levying on the Property in an effort to satisfy some or all of the Civil Court judgments.

24. The conveyance by Helmy to Mahmoud is void and must be set aside,

25. The judgments against Helmy rendered him insolvent.

26. The transfer of Helmy's interest in the Property should be set aside and Petitioner should be permitted to levy on the Property and sell Helmy's constructive and equitable interest in the Property as it existed prior to the no consideration transfer.

27. After the void conveyance from Helmy to Mahmoud is set aside, if no buyer can be found to auction to purchase Helmy's interest in the Property, the Property should be

partitioned and sold at auction so that Petitioner can levy on Helmy's share of the net proceeds of such sale.

THIRD CAUSE OF ACTION

28. Repeats the allegations contained in paragraphs 1 through 27 above as if set forth fully herein at length.

29. Mahmoud's interest in the Property is subject to the judgments against him and against Helmy.

30. After the void conveyance is set aside, the Property should be sold at auction so that Petitioner can obtain satisfaction of its judgments against Respondents.

WHEREFORE, Petitioner demands judgment in its favor and against Respondents as follows:

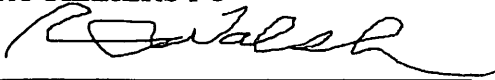
- A. On the First Cause of Action, a judgment in Petitioner's favor and against all Respondents setting aside as a constructive fraudulent conveyance the non-consideration deed made as of the 2 day of July 2019, by Mahmoud Loutfy and Helmy Lofty, as Grantors, to Mahmoud Loutfy, as Grantee, conveying title to certain real property located at and more commonly known as 119 Aster Drive, New Hyde Park, New York 11040, also designated in the Tax Map of Nassau County as Section 8, Block 306, Lot 2, Section 59, in the office of the Nassau County Clerk, and each and every part of the lands shown thereon and, if, after the void conveyance from Helmy to Mahmoud is set aside, if no buyer can be found to auction to purchase Helmy's interest in the Property, the Property should be partitioned and sold at auction so that Petitioner can levy on Helmy's share of the net proceeds of such sale;

- B. On the Second Cause of Action, a judgment in Petitioner's favor and against all Respondents setting aside as a fraudulent conveyance the non-consideration deed made as of the 2 day of July 2019, by Mahmoud Loutfy and Helmy Lofty, as Grantors, to Mahmoud Loutfy, as Grantee, conveying title to certain real property located at and more commonly known as 119 Aster Drive, New Hyde Park, New York 11040, also designated in the Tax Map of Nassau County as Section 8, Block 306, Lot 2, Section 59, in the office of the Nassau County Clerk, and each and every part of the lands shown thereon and if, after the void conveyance from Helmy to Mahmoud is set aside, if no buyer can be found to auction to purchase Helmy's interest in the Property, the Property should be partitioned and sold at auction so that Petitioner can levy on Helmy's share of the net proceeds of such sale;
- C. On the Third Cause of Action, a judgment in favor of Petitioner and against Respondents partitioning the Property and selling the Property at auction so that Petitioner can obtain satisfaction of its judgments against Respondents; and
- D. Granting Petitioner such other and further relief as this Court deems just and proper under the circumstances.

Dated: Williston Park, New York
January 28, 2022

Yours, etc.

HORING WELIKSON ROSEN &
DIGRUGILLIERS PC

By: 

Richard T. Walsh
Attorneys for Petitioner
11 Hillside Avenue
Williston Park, New York 11596
(516) 535-1700

VERIFICATION

RICHARD T. WALSH, an attorney duly admitted to practice law in this State, and not a party to this proceeding, affirms the truth of the following under penalty of perjury, pursuant to CPLR 2106:

I have read the foregoing Petition and the same is true to my knowledge except as to those matters alleged upon information and belief and, as to those matters, I believe it to be true. The sources of my information and the bases for my belief are my review of the transcripts of judgment and deeds described above and my review of our office file on this matter. I make this verification on Petitioner's behalf because Petitioner does not reside or have an office in Nassau County, where our firm's office for the practice of law is located.

Dated: Williston Park, New York
January 28, 2022

A handwritten signature in black ink, appearing to read 'R. Walsh', written over a horizontal line.

RICHARD T. WALSH



Nassau County
Maureen O'Connell
County Clerk
Mineola, NY 11501

Ref ID#: JT 19 001571

Instrument Number: 2019- 00011660

As

J02 - TRANSCRIPT OF JUDGMENT

Recorded On: January 17, 2019

Parties: NYC MEDIA III LLC

TO D & M PUSHCARTS INC

Recorded By: NYC MEDIA III LLC

Num Of Pages:

Comment:

** Examined and Charged as Follows: **

J02 - TRANSCRIPT OF JUDGMENT 10.00

Recording Charge: 10.00

** THIS PAGE IS PART OF THE INSTRUMENT **

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Nassau County, NY

File Information:

Document Number: 2019- 00011660

Receipt Number: 1341130

Recorded Date/Time: January 17, 2019 12:43:56P

Book-Vol/Pg:

Cashier / Station: 0 ALS / NCCL-755BDP1

Record and Return To:



County Clerk Maureen O'Connell

NO. 00305		<<< FEE >>>		TRANSCRIPT OF JUDGMENT		<<< FEE >>>	
JUDGMENT DEBTOR				JUDGMENT CREDITOR		ATTORNEY FOR JUDGMENT CREDITOR	
SURNAME	GIVEN NAME	PROFESSION	LAST KNOWN ADDRESS	NAME AND ADDRESS	NAME AND ADDRESS	NAME AND ADDRESS	NAME AND ADDRESS
M D & M PUSHCARTS INC-			50-20 25TH STREET LONG ISLAND CITY NY 11101	ANYC MEDIA 111 LLC 84-11 ELMHURST AVE APT 1F ELMHURST NY 11373		SWEENEY GALLO REICH & BOLZ LLP 95-25 QUEENS BLVD 626 REGO PARK NY 11374	
12 FOULA	MOHAMED		50-20 25TH STREET LONG ISLAND CITY NY 11101				
13 LOUIFY	MOHMOUD		50-20 25TH STREET LONG ISLAND CITY NY 11101				

JUDGMENT DOCKETED	JUDGMENT RENDERED	AMOUNT OF JUDGMENT	
DATE: 12/13/2018	COURT: CIVIL COURT		
	COUNTY: QUEENS	DAMAGES	
HR & MIN: 10:14	INDEX NO: 063287-14/20	COST	
	DATE: 07/24/2016	TOTAL \$67,540.00	
	HR & MIN: 10:19		

EXECUTION	SATISFIED		STATE OF NEW YORK COUNTY OF QUEENS
WHEN ISSUED	WHEN	HOW AND TO WHAT EXTENT	
			I, AUDREY E. PFEFFER, CLERK OF THE COUNTY OF QUEENS, HEREBY CERTIFY THAT THE ABOVE IS A CORRECT TRANSCRIPT FROM THE DOCKET OF JUDGMENTS IN MY OFFICE. IN TESTIMONY WHEREOF, I HAVE HERE UNTO SET MY NAME AFFIXED MY OFFICIAL SEAL THIS COUNTY CLERK, QUEENS COUNTY

NO. 00305

<<< FEE >>>

TRANSCRIPT OF JUDGMENT

<<< FEE >>>

REMARKS: DATE AND MANNER OF CHANGE OF STATUS OF JUDGMENT

12/13/2018 INDEX NUMBER:LT-063287-14/RU
DEBTORS:D & M PUSHCARTS INC., MOHAMED FOULA, MOHAMED LOUFFY

STATE OF NEW YORK
COUNTY OF QUEENS

I, ALDREY I. PNEFFER, CLERK OF THE COUNTY OF QUEENS, HEREBY CERTIFY THAT THE ABOVE IS A
CORRECT TRANSCRIPT FROM THE DOCKET OF JUDGMENTS IN MY OFFICE.

IN TESTIMONY WHEREOF, I HAVE HERE UNTO SET MY NAME AFFIXED MY OFFICIAL SEAL THIS

DAY

20

COUNTY CLERK, QUEENS COUNTY

DEC 13 2018

Nassau County
Maureen O'Connell
County Clerk
Mineola, NY 11501



61 2019 00011681

Ref ID#: JT 19 001572

Instrument Number: 2019- 00011681

As

J02 - TRANSCRIPT OF JUDGMENT

Recorded On: January 17, 2019

Parties: NYC MEDIA III LLC

TO D & M PUSHCARTS INC

Recorded By: NYC MEDIA III LLC

Num Of Pages:

Comment:

** Examined and Charged as Follows: **

J02 - TRANSCRIPT OF JUDGMENT 10.00

Recording Charge: 10.00

** THIS PAGE IS PART OF THE INSTRUMENT **

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Nassau County, NY

File Information:

Document Number: 2019- 00011681

Receipt Number: 1341130

Recorded Date/Time: January 17, 2019 12:44:26P

Book-Vol/Pg.

Cashier / Station: 0 ALS / NCCL-755BDP1

Record and Return To:



County Clerk Maureen O'Connell

NO. 00306		<<< FEE >>>		TRANSCRIPT OF JUDGMENT		<<< FEE >>>	
JUDGMENT DEBTOR				JUDGMENT CREDITOR		ATTORNEY FOR JUDGMENT CREDITOR	
SURNAME	GIVEN NAME	PROFESSION	LAST KNOWN ADDRESS	NAME AND ADDRESS		NAME AND ADDRESS	
01	D & M PUSHCARTS INC		50-20 25TH STREET LONG ISLAND CITY NY 11101	ADRYC MEDIA III LLC 84-11 ELMHURST AVE APT 1F ELMHURST NY 11373		SWEENEY GALLO REICH & BOLZ LLP 95-25 QUEENS BLVD 626 REGO PARK NY 11374	
02	FOULA	NONAMED	50-20 25TH STREET LONG ISLAND CITY NY 11101				
03	LOUFFY	NONAMED	50-20 25TH STREET LONG ISLAND CITY NY 11101				

JUDGMENT DOCKETED	JUDGMENT RENDERED	AMOUNT OF JUDGMENT	
DATE: 12/13/2018	COURT: CIVIL COURT	DAMAGES	
	COUNTY: QUEENS	COST	
HR & MIN: 10:14	INDEX NO: 063287-14	TOTAL	\$11,040.00
	DATE: 07/24/2014		
	HR & MIN: 10:15		

EXECUTION	SATISFIED	
WHEN ISSUED	WHEN	HOW AND TO WHAT EXTENT
		STATE OF NEW YORK COUNTY OF QUEENS I, AUDREY I. PHEFFER, CLERK OF THE COUNTY OF QUEENS, HEREBY CERTIFY THAT THE ABOVE IS A CORRECT TRANSCRIPT FROM THE DOCKET OF JUDGMENTS IN MY OFFICE. IN TESTIMONY WHEREOF, I HAVE HERE UNTO SET MY NAME AFFIXED MY OFFICIAL SEAL THIS 13 DAY 2018 COUNTY CLERK QUEENS COUNTY

PAGE: 1

NO. 00005 <<< FEE >>> TRANSCRIPT OF JUDGMENT <<< FEE >>>

REMARKS: DATE AND MANNER OF CHANGE OF STATUS OF JUDGMENT

12/13/2018 INDEX NUMBER: 11-063287-14/00
DEBTORS: D & M PUSH-CARTS INC., MOHAMED FOULA, MOHAMED LOUIFY

STATE OF NEW YORK
COUNTY OF QUEENS

I, AUDREY I. PHEFFER, CLERK OF THE COUNTY OF QUEENS, HEREBY CERTIFY THAT THE ABOVE IS A
CORRECT TRANSCRIPT FROM THE DOCKET OF JUDGMENTS IN MY OFFICE.

DEC 13 2018

IN TESTIMONY WHEREOF, I HAVE HERE UNTO SET MY NAME AFFIXED MY OFFICIAL SEAL THIS

20

Audrey I. Pfeffer

COUNTY CLERK, QUEENS COUNTY

Nassau County
Maureen O'Connell
County Clerk
Mineola, NY 11501



Ref ID#: JT 19 005402

Instrument Number: 2019- 00047472

As

J02 - TRANSCRIPT OF JUDGMENT

Recorded On: March 15, 2019

Parties: NYC MEDIA RI LLC

TO # & I PUSHCART CORP

Recorded By: NYC MEDIA III

Num Of Pages:

Comment:

**** Examined and Charged as Follows: ****

J02 - TRANSCRIPT OF JUDGMENT 10.00

Recording Charge: 10.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For Nassau County, NY

File Information:**Record and Return To:**

Document Number: 2019- 00047472

Receipt Number: 1401711

Recorded Date/Time: March 15, 2019 11:03:08A

Book-Vol/Pg:

Cashier / Station: 0 LP / NCCL-755BDP1



County Clerk Maureen O'Connell

NO. 00092

<<< FEE >>>

TRANSCRIPT OF JUDGMENT

<<< PEE >>>

JUDGMENT DEBTOR				JUDGMENT CREDITOR	ATTORNEY FOR JUDGMENT CREDITOR
SURNAME	GIVEN NAME	PROFESSION	LAST KNOWN ADDRESS	NAME AND ADDRESS	NAME AND ADDRESS
1 M & I PUSHCART CORP.			23-57 51ST AVENUE LONG ISLAND CITY NY 11101	ANYC MEDIA III LLC 84-11 ELKHURST APT 1-F ELKHURST NY 11373	SWEENEY GALLO REICH & BOLZ LLP 92-25 QUEENS BOULEVARD REGO PARK NY 11374
2 LOTFY	HELMY M		23-57 51ST AVENUE LONG ISLAND CITY NY 11101		

JUDGMENT DOCKETED	JUDGMENT RENDERED	AMOUNT OF JUDGMENT
DATE: 03/14/2019	COURT: CIVIL COURT	
	COUNTY: QUEENS	DAMAGES
	INDEX NO: 062160-18	COST
R & MIN: 03:27	DATE: 03/13/2019	TOTAL \$577,214.11
	R & MIN: 15:37	

EXECUTION	SATISFIED	
WHEN ISSUED	WHEN	HOW AND TO WHAT EXTENT
		STATE OF NEW YORK COUNTY OF QUEENS
		I, AUDREY T. PFEFFER, CLERK OF THE COUNTY OF QUEENS, HEREBY CERTIFY THAT THE ABOVE IS A CORRECT TRANSCRIPT FROM THE DOCKET OF JUDGMENTS IN MY OFFICE.
		IN TESTIMONY WHEREOF, I HAVE HERE UNTO SET MY NAME AFFIXED MY OFFICIAL SEAL THIS _____ DAY _____ 2019

Audrey T. Pfeffer
 COUNTY CLERK, QUEENS COUNTY

PAGE: 1

NO. 00092

<<< FEE >>>

TRANSCRIPT OF JUDGMENT

<<< FEE >>>

ARKS: DATE AND MANNER OF CHANGE OF STATUS OF JUDGMENT

03/14/2019 INDEX NUMBER:LT-062180-18/CU
DEBTORS:M & I PUSHCART CORP., HELMY M LOTFY, HELMY M. LOTFY
ADDRESS:23-57 51ST AVENUE, ALL ROOMS, 19,600 SQ. FT OF THE
BUILDING, LONG ISLAND CITY, NY 11101
ATTORNEYS:SWEENEY GALLO REICH & BOLZ LLP
92-25 QUEENS BOULEVARD, 11TH FLOOR, SUITE 626, REGO PARK, NY 11374

03/14/2019 INDEX NUMBER:LT-062180-18/CU
DEBTORS:M & I PUSHCART CORP., HELMY M LOTFY, HELMY M. LOTFY
ADDRESS:23-57 51ST AVENUE, ALL ROOMS, 19,600 SQ. FT OF THE
BUILDING, LONG ISLAND CITY, NY 11101
ATTORNEYS:SWEENEY GALLO REICH & BOLZ LLP
92-25 QUEENS BOULEVARD, 11TH FLOOR, SUITE 626, REGO PARK, NY 11374

03/14/2019 INDEX NUMBER:LT-062180-18/CU
DEBTORS:M & I PUSHCART CORP., HELMY M LOTFY, HELMY M. LOTFY
ADDRESS:23-57 51ST AVENUE, ALL ROOMS, 19,600 SQ. FT OF THE
BUILDING, LONG ISLAND CITY, NY 11101
ATTORNEYS:SWEENEY GALLO REICH & BOLZ LLP
92-25 QUEENS BOULEVARD, 11TH FLOOR, SUITE 626, REGO PARK, NY 11374

STATE OF NEW YORK
COUNTY OF QUEENS

I, AUDREY I. PFEFFER, CLERK OF THE COUNTY OF QUEENS, HEREBY CERTIFY THAT THE ABOVE IS A
CORRECT TRANSCRIPT FROM THE DOCKET OF JUDGMENTS IN MY OFFICE.

IN TESTIMONY WHEREOF, I HAVE HERE UNTO SET MY NAME AFFIXED MY OFFICIAL SEAL THIS DAY

MAR 14 2019

20

COUNTY CLERK, QUEENS COUNTY

Nassau County
Maureen O'Connell
County Clerk
Mineola, NY 11501



Ref ID#: JT 19 005403

Instrument Number: 2019-00047473

As

J02 - TRANSCRIPT OF JUDGMENT

Recorded On: March 16, 2019

Parties: NYC MEDIA III LLC

TO M&I PUSHCART CORP

Recorded By: NYC MEDIA III

Num Of Pages:

Comment:

** Examined and Charged as Follows: **

J02 - TRANSCRIPT OF JUDGMENT 10.00

Recording Charge: 10.00

** THIS PAGE IS PART OF THE INSTRUMENT **

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Nassau County, NY

File Information:

Record and Return To:

Document Number: 2019-00047473

Receipt Number: 1401711

Recorded Date/Time: March 15, 2019 11:03:08A

Book-Vol/Pg:

Cashier / Station: 0 LP / NCCL-755BDP1



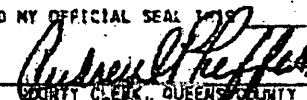
County Clerk Maureen O'Connell

NO. 00091		<<< FEE >>>		TRANSCRIPT OF JUDGMENT		<<< FEE >>>	
JUDGMENT DEBTOR				JUDGMENT CREDITOR		ATTORNEY FOR JUDGMENT CREDITOR	
SURNAME	GIVEN NAME	PROFESSION	LAST KNOWN ADDRESS	NAME AND ADDRESS		NAME AND ADDRESS	
1 M & 1	PUSHCART CORP.		50-20 25TH STREET LONG ISLAND CITY NY 11101	ADNYC MEDIA III LLC 84-11 ELMHURST APT 1-F ELMHURST NY 11373		SWEENEY GALLO REICH & BOLZ LLP 92-25 QUEENS BOULEVARD REGO PARK NY 11374	
2 LOTFY	HELMY M		50-20 25TH STREET LONG ISLAND CITY NY 11101				

JUDGMENT DOCKETED	JUDGMENT RENDERED	AMOUNT OF JUDGMENT
ATE: 03/14/2019	COURT: CIVIL COURT	
	COUNTY: QUEENS	DAMAGES
R & MIN: 03:27	INDEX NO: 062173-18 / 100	COST
	DATE: 03/13/2019	TOTAL \$271,225.53
	R & MIN: 15:28	

EXECUTION	SATISFIED	STATE OF NEW YORK COUNTY OF QUEENS
WHEN ISSUED	WHEN HOW AND TO WHAT EXTENT	I, AUDREY I. PHEFFER, CLERK OF THE COUNTY OF QUEENS, HEREBY CERTIFY THAT THE ABOVE IS A CORRECT TRANSCRIPT FROM THE DOCKET OF JUDGMENTS IN MY OFFICE.

AGE: 1

IN TESTIMONY WHEREOF, I HAVE HERE UNTO SET MY NAME AFFIXED MY OFFICIAL SEAL THIS DAY 20

 CLERK, QUEENS COUNTY

MAR 14 2019

NO. 00091

<<< FEE >>> TRANSCRIPT OF JUDGMENT <<< FEE >>>

ENACTS: DATE AND NUMBER OF CHANGE OF STATUS OF JUDGMENT

03/16/2019 INDEX NUMBER: LT-062173-18/00

DEBTORS: M & I BUSINESS CORP., HELM M LCRIT, HELM M LCRIT, ALL ROOMS, 9,000 SQ/FT OF THE BUILDING, LONG ISLAND CITY, NY 11101

ATTORNEYS: SPENCER GALLO REICH & BOLD LLP 92-25 QUEENS BOULEVARD, 11TH FLOOR, SUITE 626, REGO PARK, NY 11374

03/16/2019 INDEX NUMBER: LT-062173-18/00

DEBTORS: M & I BUSINESS CORP., HELM M LCRIT, HELM M LCRIT, ALL ROOMS, 9,000 SQ/FT OF THE BUILDING, LONG ISLAND CITY, NY 11101

ATTORNEYS: SPENCER GALLO REICH & BOLD LLP 92-25 QUEENS BOULEVARD, 11TH FLOOR, SUITE 626, REGO PARK, NY 11374

STATE OF NEW YORK
COUNTY OF QUEENS

I, ADRIEN L. PIERRE, CLERK OF THE COUNTY OF QUEENS, HEREBY CERTIFY THAT THE ABOVE IS A CORRECT TRANSCRIPT FROM THE DOCKET OF JUDGMENTS IN MY OFFICE.

MAR 14 2019

IN TESTIMONY WHEREOF, I HAVE HEREunto SET MY HAND AFFIXED MY OFFICIAL SEAL THIS 14th DAY OF MARCH 2019.

AGE: 2 OF 2

COUNTY CLERK, QUEENS COUNTY

BK D13149 Pg228 #1534
11-21-2014 @ 03:02pMASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGERecorded Date: 11-21-2014
Recorded Time: 03:02:01 pLiber Book: D 13149
Pages From: 228
To: 231Control
Number: 1534
Ref #: RE 007867
Doc Type: D01 DEED

Location:	Section	Block	Lot	Unit
N. HEMPSTEAD (2822)	0008	00306-00	00002	
Consideration Amount:	739,000.00			

AAR001

Taxes Total	2,956.00
Recording Totals	340.00
Total Payment	3,296.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED.
MAUREEN O'CONNELL
County Clerk

DE 001149 P0229 41534

Form 1063 — Purchase and Sale Deed, with Covenants against Grantor's Acts — Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 14th day of November in the year 2014

BETWEEN

ISIDRO A. DIAZ AND MARITZA DIAZ,
119 ASTER DRIVE
NEW HYDE PARK, NEW YORK 11040

YAD
M.D.

Party of the first part, and
MAHMOUD LOUIFY AND HELMY LOFTY,
71-48 183RD STREET
FRESH MEADOWS, NEW YORK

Party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars And Other Valuable
Consideration (\$10.00)-----

dollars

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
See Schedule "A" attached hereto

SEC:

8

BLOCK:

306

LOT:

7

*Being the same premises conveyed to grantor by deed dated August 20, 1996 and recorded on September
16, 1996 in Liber 10694 Page 990.*

Premises also known as 119 Aster Drive, New Hyde Park, New York.

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 whatever, 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



Isidro A. Diaz
ISIDRO A. DIAZ

Maritza Diaz
MARITZA DIAZ

Schedule A Description

Title Number **SEL-15275-N-2014**

Page 1

ALL that certain plot, piece or parcel of land, situate, lying and being in New Hyde Park, Town of North Hempstead, County of Nassau and State of New York, known and designated as Lot Number 2 in Block C-19 on a certain map entitled "Map of Hillside Manor, Section 4 situated at New Hyde Park, Town of North Hempstead, Nassau County, New York, owner Joseph and Rose Mascioli, surveyed by Arthur D. Shaw, C.E. and Land Surveyor, April 1946" and filed in the Nassau County Clerk's Office, April 23rd, 1947 as Map Number 4397, which said lot, according to said map is bounded and described as follows:

BEGINNING at a point on the westerly side of Major Lane at the extreme southern end of the arc of a curve connecting the westerly side of Major Lane with the southerly side of Aster Drive;

RUNNING THENCE southerly along the westerly side of Major Lane, 50 feet;

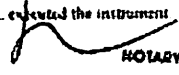
THENCE westerly at right angles to Major Lane, 100 feet;

THENCE northerly at right angles to Aster Drive, 70 feet to the southerly side of Aster Drive;

THENCE easterly along the southerly side of Aster Drive, 80 feet to the extreme northerly end of the arc of said curve connecting the westerly side of Major Lane with the southerly side of Aster Drive;

THENCE southerly along the arc of said curve bearing to the right having a radius of 20 feet, a distance of 31.42 feet to extreme southerly end thereof on the westerly side of Major Lane, the point or place of BEGINNING.

STATE OF NEW YORK, COUNTY OF SUFFOLK
On the 14th day of November in the year 2014, before me, the undersigned, personally ISIDRO A. DIAZ AND MARITZA DIAZ, personally known 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.


DARG MULLAEV
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MUG090167
Qualified in Queens County
My Commission Expires April 07, 2018

STATE OF _____, COUNTY OF _____
On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____,

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____,

(If the place of residence is in a city, include the street and apartment number if any, towards that he/she/they know(s) _____)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said _____

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

(Add the following if the acknowledgment is taken outside NY State) and that said subscribing witness made such appearance before the undersigned in the _____ (insert the city or other political subdivision and the State or country or other place the proof was taken).

STATE OF _____
On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____,

personally known 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

(Add the following if the acknowledgment is taken outside NY State) and that said individual made such appearance before the undersigned in the _____ (insert the city or other political subdivision and the State or country or other place the acknowledgment was taken).

STATE OF _____, COUNTY OF _____
On the _____ day of _____ in the year _____, before me personally came _____,

to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of _____

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by his order.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. 15275 - 12-20-14

DIAZ

TO

LOUFFY-LOFTY

Distributed By
Chicago Title Insurance Company

SECTION 1

BLOCK 305

LOT 2

COUNTY OR TOWN NASSAU

RETURN BY MAIL TO:

LAW OFFICES OF NATHAN PINKHASOV
YOLANDA RIVERD, ESQ.
95-02 63RD ROAD
REGO PARK, NEW YORK 11374

*** Electronically Filed Document ***

Instrument Number: 2019-79710

Recorded As: EX-D01 - DEED

Recorded On: September 18, 2019

Recorded At: 09:11:07 pm

Receipt Number: 1811941

Number of Pages: 4

Processed By: 001 RGE

Book-V/Pg: Bk-D VI-13851 Pg-882

Total Rec Fee(s): \$480.00

** Examined and Charged as Follows **

01 - DEED	\$60.00	EX-Blocks - Deeds - \$300	\$360.00	EX-REP217 Residential Fee	\$125.00
EX-TF-594 Affidavit Fee	\$5.00				

	Tax Amount	Consid Amt	RSPCBS		
Tax-Transfer	\$0	\$0	RE 3764	Basic	\$ 0.00
N. HEMPSTEAD				Local NY CITY	\$ 0.00
				Additional MTA	\$ 0.00
				Spec ASST	\$ 0.00
				Spec ADCL \$CHYMA	\$ 0.00
				Transfer	\$ 0.00

Tax Charge: \$ 0

Property Information:

Section	Block	Lot	Unit	Town Name
8	308	2		N. HEMPSTEAD

*****THIS PAGE IS PART OF THE INSTRUMENT*****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



Maureen O'Connell
County Clerk Maureen O'Connell

Quicken Docs - Individual or Corporation (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 2 day of July in the year 2019

BETWEEN

(6) Mahmoud M. ^{Louffy} and Helmy Louffy residing at 119 Aster Drive, New Hyde Park, NY 11040party of the first part, and Mahmoud M. ^{@ Louffy} residing at 119 Aster Drive, New Hyde Park, NY 11040

party of the second part,

WITNESSETH, that the party of the first part, in consideration of \$10.00 paid by the party of the second part, does hereby remise, release and quitclaim 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 County of Nassau, State of New York, Bounded and described as follows:

SCHEDULE A HERETO ATTACHED

SAID PREMISES being known as 119 Aster Drive, New Hyde Park, NY 11040; Sec. 8 Block 306 Lot 2

TOGETHER with all right, title and interest, if any, of the party of the first part of, 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, 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:

Mahmoud M. Louffy by Adrian H. Gair as Agent
 Mahmoud M. Louffy
 PURSUANT TO A
 POWER OF ATTORNEY
 TO BE RECORDED
 SIMULTANEOUSLY HERewith

Helmy Louffy

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Queens, ss:

On the 2 day of July in the year 2019, before me, the undersigned, personally appeared Mahmoud M. Lofly and Henry Lofly

personally known 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NATHAN FRUGLIANO
NOTARY PUBLIC STATE OF NEW YORK
NO. 0216039584
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES AUGUST 22, 2022

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS
TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, a Notary Public in and for said State, personally appeared , the

subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(If the place of residence is in a city, include the street and street number of city, township, and he/she/they know(s))

to be the individual described in said who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

Quitclaim Deed

Title No.

Mahmoud M. Lofly and Henry Lofly

TO

Mahmoud M. Lofly



ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, personally appeared

personally known 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

*State of , County of , ss:

*(Or insert District of Columbia, Territory, Possession or Foreign Country)

On the day of in the year , before me the undersigned personally appeared

Personally known 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/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgment was taken)

SECTION 8

BLOCK 106

LOT: 2

COUNTY OR TOWN: Nassau

RETURN BY MAIL TO:



Schedule A Description

Title Number **SEL-15275-N-2014**

Page 1

ALL that certain plot, piece or parcel of land, situate, lying and being in New Hyde Park, Town of North Hempstead, County of Nassau and State of New York, known and designated as Lot Number 2 in Block C-19 on a certain map entitled "Map of Hillside Manor, Section 4 situated at New Hyde Park, Town of North Hempstead, Nassau County, New York, owner Joseph and Rose Mascioli, surveyed by Arthur D. Shaw, C.E. and Land Surveyor, April 1946" and filed in the Nassau County Clerk's Office, April 23rd, 1947 as Map Number 4397, which said lot, according to said map is bounded and described as follows:

BEGINNING at a point on the westerly side of Major Lane at the extreme southern end of the arc of a curve connecting the westerly side of Major Lane with the southerly side of Aster Drive;

RUNNING THENCE southerly along the westerly side of Major Lane, 50 feet;

THENCE westerly at right angles to Major Lane, 100 feet;

THENCE northerly at right angles to Aster Drive, 70 feet to the southerly side of Aster Drive;

THENCE easterly along the southerly side of Aster Drive, 80 feet to the extreme northerly end of the arc of said curve connecting the westerly side of Major Lane with the southerly side of Aster Drive;

THENCE southerly along the arc of said curve bearing to the right having a radius of 20 feet, a distance of 31.42 feet to extreme southerly end thereof on the westerly side of Major Lane, the point or place of BEGINNING.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU -----

X

NYC MEDIA III LLC

Index No.: ____/2022

Petitioner,

**NOTICE OF
PENDENCY**

-against-

HELMY M. LOTFY A/K/A HELMY LOUTFY A/K/A HELMY
LOFTY, MAHMUD LOUTFY A/K/A MAHMOUD LOUFTY, and
"JOHN AND JANE DOES 1-10",

Respondents.

The names "John and Jane Does 1-10" are fictitious, whose actual names are unknown to Petitioner and are meant to name and to describe any persons in possession of, or claiming to have possession of, or having or claiming to have any right; title or interest in or to the property that is the subject of this proceeding.

-----X

PLEASE TAKE NOTICE that an action has been commenced and is now pending in this Court upon the Verified Petition of the above-named Petitioner, NYC Media III LLC, against the above-named Respondents, HELMY M. LOTFY A/K/A HELMY LOUTFY A/K/A HELMY LOFTY, MAHMUD LOUTFY A/K/A MAHMUD LOUFTY, A/K/A MAHMOOD LOUTFY, "JOHN AND JANE DOES 1-10", for a judgment (1) setting aside as a fraudulent conveyance a certain non-consideration deed made as of the 2 day of July 2019, by Mahmoud Loutfy and Helmy Lofty, as Grantors, to Mahmoud Loutfy, as Grantee, conveying title to certain real property described in more detail consideration in Schedule A annexed hereto but located at and more commonly known as 119 Aster Drive, New Hyde Park, New York 11040, also designated in the Tax Map of Nassau County as Section 8, Block 306, Lot 2, in the office of the Nassau County Clerk, and each and every part of the lands shown thereon; (2) permitting Petitioner to have the Sheriff of Nassau County to levy directly upon the said property

and sell the interest of Helmy Lotfy, disregarding the “no consideration” transfer of Helmy Lotfy’s interest in said parcel of property or partitioning the said property and permitting the Sheriff of Nassau County to levy thereon.

Dated: Williston Park, New York
January 28, 2022

Yours, etc.,

HORING WELIKSON ROSEN &
DIGRUGILLIERS PC

By: 

Richard T. Walsh
Attorneys for Petitioner
11 Hillside Avenue
Williston Park, New York 11596
(516) 535-1700

TO THE NASSAU COUNTY CLERK:

You are hereby directed to index the following Notice of Pendency to the names of each of the following Respondents:

HELMY M. LOTFY A/K/A HELMY LOUTFY A/K/A HELMY LOFTY, MAHMUD LOUTFY
A/K/A MAHMOUD LOUFTY, “JOHN AND JANE DOES 1-10”

Respondents’ Address: 119 Aster Drive, New Hyde Park, New York 11040.

Schedule A Description

Title Number SEL-16275-N-2014

Page 1

ALL that certain plot, piece or parcel of land, situate, lying and being in New Hyde Park, Town of North Hempstead, County of Nassau and State of New York, known and designated as Lot Number 2 in Block C-19 on a certain map entitled "Map of Hillside Manor, Section 4 situated at New Hyde Park, Town of North Hempstead, Nassau County, New York, owner Joseph and Rose Mascioli, surveyed by Arthur D. Shaw, C.E. and Land Surveyor, April 1946" and filed in the Nassau County Clerk's Office, April 23rd, 1947 as Map Number 4397, which said lot, according to said map is bounded and described as follows:

BEGINNING at a point on the westerly side of Major Lane at the extreme southern end of the arc of a curve connecting the westerly side of Major Lane with the southerly side of Aster Drive;

RUNNING THENCE southerly along the westerly side of Major Lane, 50 feet;

THENCE westerly at right angles to Major Lane, 100 feet;

THENCE northerly at right angles to Aster Drive, 70 feet to the southerly side of Aster Drive;

THENCE easterly along the southerly side of Aster Drive, 80 feet to the extreme northerly end of the arc of said curve connecting the westerly side of Major Lane with the southerly side of Aster Drive;

THENCE southerly along the arc of said curve bearing to the right having a radius of 20 feet, a distance of 31.42 feet to extreme southerly end thereof on the westerly side of Major Lane, the point or place of BEGINNING.

Schedule A Description

Title Number SEL-16275-N-2014

Page 1

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THENCE northerly at right angles to Aster Drive, 70 feet to the southerly side of Aster Drive;

THENCE easterly along the southerly side of Aster Drive, 80 feet to the extreme northerly end of the arc of said curve connecting the westerly side of Major Lane with the southerly side of Aster Drive;

THENCE southerly along the arc of said curve bearing to the right having a radius of 20 feet, a distance of 31.42 feet to extreme southerly end thereof on the westerly side of Major Lane, the point or place of BEGINNING.

في دعوى قضائية من طرف واحد (أو دعوى قضائية من طرف واحد) الجزء 34، المنعقدة في مقاطعة ناسو، نيابة عنها، في مبنى المحكمة الكائن في 100 شارع المحكمة العليا، مينولا، نيويورك، في اليوم ____ من شهر _____، 2025

الحضور: سعادة القاضي مورين ماك هيو-هايتنر

القاضي

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رقم الفهرس: NYC MEDIA III LLC 601189/2022

المُلتمس، أمرٌ بإبداء السبب

بدلاً من إعادة الإشعار

ضد- الالتماس بموجب المادة 404 من قانون الإجراءات المدنية-

حلمي م. لطفي، المعروف أيضًا باسم حلمي لطفي، المعروف أيضًا باسم حلمي لطفي، ومحمود لطفي، المعروف أيضًا باسم "محمود لطفي"، و"جون وجين يفعلان 10-1".

القاضي المُعين:

المُدعى عليهم. مورين

ماكهيو-هايتنر، ج.

أسماء "جون وجين دوز 10-1" وهمية، ولا يعرفها مقدم الالتماس، والمقصود منها تسمية ووصف أي شخص يمتلك، أو يدعي امتلاك، أو يملك، أو يدعي امتلاك أي حق أو ملكية أو مصلحة في العقار موضوع هذه الدعوى.

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بناءً على الالتماس المُوَثَّق المُقَدَّم سابقًا من مقدم الالتماس، شركة نيويورك ميديا 3، ذ.م.م، والمؤرخ والمُوَثَّق في 28 يناير/كانون الثاني 2022، والمُرفقات المُرفقة به، وإشعار الانتظار، وبناءً على تأكيد ريتشارد ت. والش، المؤرخ 19 يونيو/حزيران 2025، والمُرفقات المُرفقة به،

دع المستجيبين أو محاميهم يُظهرون أسبابهم في جزء 34 من دعوى الاستئناف، الذي عُقد في مقاطعة ناسو، نيابة عنها، في نيويورك، في _____، 2025، Supreme Court Drive، Mineola، 100، قاعة المحكمة، _____، 100 لماذا لا ينبغي إصدار أمر وحكم، وفقًا لقانون المدين والدائن §§ 273 و 274، (1) إلغاء، باعتباره نقلًا احتياليًا، صك عدم مقابل معين تم إجراؤه اعتبارًا من اليوم الثاني من يوليو 2019، من قبل محمود لطفي وحلمي لطفي، بصفتهم مانحين، إلى محمود لطفي، بصفته المستفيد، والذي ينقل ملكية عقار معين موصوف بمزيد من التفصيل في المقابل في الجدول أ والمحدد أيضًا، Aster Drive، New Hyde Park، New York 11040 الملحق بهذا ولكنه يقع في والمعروف باسم 119 في خريطة الضرائب من مقاطعة ناسو كما هو موضح في القسم 8، القطعة 306، القسم 2، القسم 59، في مكتب كاتب مقاطعة ناسو، وكل جزء من الأراضي الموضحة عليه؛ (2) السماح للملتمس بأن يطلب من عمدة مقاطعة ناسو فرض ضريبة مباشرة على العقار المذكور وبيع حصة حلمي لطفي، متجاهلاً نقل "بدون مقابل" لمصلحة حلمي لطفي في قطعة الأرض المذكورة أو تقسيم العقار المذكور والسماح لعمدة مقاطعة ناسو بفرض ضريبة عليها؛ وبموجب هذا

أمر، بناءً على وجود سبب كافٍ، بتكليف المدعى عليه حلمي م. لطفي المعروف أيضًا باسم حلمي لطفي المعروف أيضًا باسم حلمي لطفي بتبليغ الدعوى في مصر وفقًا لقانون الإجراءات المدنية 308 واتفاقية لاهاي بشأن تبليغ الدعوى، في أو قبل 15 أغسطس 2025، وبتمديد الوقت المخصص للمدعي لتبليغ المدعى عليه المذكور حتى 15 أغسطس 2025، وذلك بسبب الحاجة إلى تحديد مكان المدعى عليه المذكور وتبليغه في مصر، وبرفض مكتب كاتب المحكمة إشعار المدعي السابق بإعادة التبليغ، استنادًا إلى السياسة الداخلية في مكتب كاتب المحكمة، وبأن هناك حاجة إلى وقت إضافي للتبليغ؛ وبموجب هذا أيضًا، أمر بأن يُعتبر التبليغ للمستجيب محمود لطفي، المعروف أيضًا باسم محمود لطفي، عن طريق ملء نسخة مطابقة، في أو قبل _____، 2025 NYSCEF من أمر إبداء الأسباب هذا وجميع الأوراق الداعمة عبر، تبليغًا جيدًا وكافٍ؛ وبموجب هذا أيضًا

؛ وبموجب هذا أيضًا، يُأمر بأنه يجب تقديم NYSCEF أمر بأنه يجوز تقديم إثبات التبليغ للمدعى عليهم إلكترونيًا عبر في أو قبل _____، 2025، قبل سبعة (7) أيام NYSCEF إقرارات الرد، إن وجدت، وتقديمها عبر على الأقل من تاريخ إعادة أمر إبداء الأسباب هذا، ويجب تقديم أوراق الرد، إن وجدت، قبل يوم (1) واحد على الأقل من تاريخ إعادة أمر إبداء الأسباب هذا.

مدخل:

J. S. C.

المحكمة العليا لولاية نيويورك

مقاطعة ناسو

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شركة نيويورك ميديا 3 المحدودة، رقم الفهرس: 601189/2022

المُلتمس، مُتحقق

التماس

-ضد-

الأصل مُقدم باسم

حلمي م. لطفي، المعروف أيضًا باسم حلمي لطفي، ومحمود لطفي، المعروف أيضًا باسم محمود لطفي، و"جون وجين
يفعلان 1-10"، بتاريخ 28/01/2022

رقم الفهرس مُشترى من قبل

المُدعى عليهم. ٢٨/٠١/٢٠٢٢

أسماء "جون وجين دوز ١-١٠" وهمية، ولا يعرفها مقدم الالتماس، والمقصود منها تسمية ووصف أي شخص يمتلك، أو
يُدعي امتلاك، أو يملك، أو يدعي امتلاك أي حق أو ملكية أو مصلحة في العقار موضوع هذه الدعوى

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إلى هذه المحكمة الموقرة:

يزعم الالتماس المُصدّق عليه من مقدم الالتماس، شركة نيويورك ميديا ذ.م.م.، بواسطة محاميها، شركة هورينغ ويليكنسون
روزن وديغروغيليرزي سي، وتُبتن بكل احترام ما يلي:

١٠. مقدم الالتماس شركة ذات مسؤولية محدودة في ولاية ديلاوير، ومقرها الرئيسي هو ٨٤-١١ شارع إلهورست
إلهورست، نيويورك، وهي مُصرّح لها قانونًا بمزاولة الأعمال في ولاية نيويورك.

الالتماس مُصدّق عليه من شركة نيويورك ميديا ذ.م.م.، بواسطة محاميها، شركة هورينغ ويليكنسون روزن وديغروغيليرز بي سي. 2. في هذا الإجراء الخاص الذي يشكل جزءًا من تنفيذ الأحكام الأربعة الموضحة فيما يلي، يطلب مقدم الالتماس أمرًا وحكمًا، وفقًا لقانون المدين والدائن §§ 273 و 274، (1) إلغاء سند عدم مقابل معين باعتباره نقلًا احتياليًا تم إجراؤه اعتبارًا من اليوم الثاني من يوليو 2019، من قبل محمود لطفي وحلمي لطفي، بصفتها مانحين، إلى محمود لطفي، بصفته المستفيد، والذي ينقل ملكية عقار معين موصوف بمزيد من التفصيل في الجدول أ الملحق بهذا ولكنه يقع في والمعروف والمحدد أيضًا في خريطة الضرائب لمقاطعة ناسو، Aster Drive، New Hyde Park، New York 11040 باسم 119 باسم القسم 8، القطعة 306، القسم 2، القسم 59، في مكتب كاتب مقاطعة ناسو، وكل جزء من الأراضي الموضحة عليها، ("الملكية")؛ (2) السماح للمدعي بتكليف عمدة مقاطعة ناسو بفرض الحجز مباشرةً على العقار وبيع حصة حلمي لطفي متجاهلاً نقل حصة حلمي لطفي في العقار "دون مقابل" أو تقسيم العقار، والسماح للمدعي مقاطعة ناسو بفرض الحجز عليه.

3. حُدد مكان انعقاد الدعوى في مقاطعة ناسو لأن العقار موضوع هذا الإجراء يقع في مقاطعة ناسو.

أحكام المحكمة المدنية

4. قدّم المدعي إلى مكتب كاتب مقاطعة ناسو أربع (4) محاضر أحكام تتعلق بأربعة (4) أحكام صادرة عن المحكمة المدنية. 4. لمدينة نيويورك، مقاطعة كوينز ("المحكمة المدنية")، وقد أرفقت نسخ منها بهذا كمرفات من أ إلى د على التوالي.

5. المدعي عليه حلمي م. لطفي، المعروف أيضًا باسم حلمي لطفي، المعروف أيضًا باسم حلمي لطفي ("حلمي") مدينٌ بحكمٍ قضائيٍّ للمدعي بموجب حكمٍ صادرٍ من المحكمة المدنية لصالح المدعي بتاريخ ١٣ مارس ٢٠١٩، بمبلغ ٢١٤.١١، ٥٧٧ دولارًا أمريكيًا، يُضاف إليه فائدةً بنسبة تسعة (٩٪) على هذا المبلغ بالسعر القانوني للفائدة على الأحكام. انظر الملحق ج المرفق بهذا.

6. صدر حكمٌ آخر ضد حلمي في المحكمة المدنية بتاريخ ١٣ مارس ٢٠١٩، بمبلغ ٢٧١,٢٢٥.٥٣ دولارًا أمريكيًا، يُضاف إليه فائدةً بنسبة تسعة (٩٪) على هذا المبلغ بالسعر القانوني للفائدة على الأحكام. انظر الملحق د المرفق بهذا. ٧. المدعي عليه محمود لطفي، المعروف أيضًا باسم محمود لطفي ("محمود") هو شقيق حلمي، وهو أيضًا مدينٌ للمدعي بموجب حكمٍ صادرٍ من المحكمة المدنية بتاريخ ٢٤ يوليو ٢٠١٤، بمبلغ ٦٧,٥٤.٠٠٠ دولارًا أمريكيًا، تُضاف إليه فائدةً بنسبة تسعة (٩٪) بالمعدل القانوني للفائدة على الأحكام. انظر الملحق أ المرفق بهذا.

٨. صدر حكمٌ آخر ضد محمود في المحكمة المدنية بتاريخ ٢٤ يوليو ٢٠١٤، بمبلغ ١١,٠٤.٠٠٠ دولارًا أمريكيًا. انظر الملحق ب المرفق بهذا.

٩. سُجِّلَت محاضر الأحكام الثلاثة لدى كاتب مقاطعة ناسو. انظر الملحق أ، ب، وج المرفق بهذا. ١٠. أسماء "جون وجين دوز ١-١٠" وهمية، وأسماءهم الحقيقية غير معروفة للمدعي، والمقصود بها تسمية ووصف أي شخص يمتلك، أو يدعي امتلاك، أو لديه، أو يدعي امتلاك، أي حق أو ملكية أو مصلحة في العقار موضوع هذه الدعوى، والذين ستتأثر مصالحهم فيها بهذه الدعوى.

التحويل الاحتيالي

١١. بموجب صك مؤرخ ١٤ نوفمبر ٢٠١٤، ومسجل في ١٤ نوفمبر ٢٠٢١، اكتسب المدعي عليهما محمود وحلمي ملكية العقار. نسخة من الصك مرفقة بهذا كملحق هـ.

في الصك (الملحق هـ)، على الرغم من أن اسم عائلة محمود مكتوب "Lofty" ١٢. كُتِب اسم عائلة حلمي خطأ وعمداً بشكل صحيح، وأن الحرف الأول من اسمه الأوسط قد أُدرج بخط اليد.

في الصك (الملحق هـ)، على الرغم من أن اسم عائلة "Lofty" الاسم الأخير لحلمي مكتوب بشكل غير صحيح وعمداً محمود مكتوب بشكل صحيح، وأن الحرف الأول من اسمه الأوسط قد أُدرج بخط اليد. 13. عنوان الحاصلين على المنحة المذكور في الملحق (هـ) هو نفس العنوان المدرج في رخصتي قيادة حلمي ومحمود.

١٤. ادّعى حلمي نقل ملكيته للعقار إلى محمود وحده بموجب صك مؤرخ في الثاني من يوليو ٢٠١٩، ومسجل في ١٥ سبتمبر ٢٠١٩، كمعاملة "بدون مقابل"، وذلك بعد صدور جميع الأحكام في المحكمة المدنية. أُرْفِقت نسخة من صك محمود "و" وحلمي إلى محمود وحده كملحق "و".

١٥. يُعَدّ نقل حلمي للملكية إلى محمود دون مقابل احتيالياً على المُدّعي بموجب قانون المدينين والدائنين، المادتين ٢٧٣ و٢٧٤.

السبب الأول للدعوى

١٦. يُكزّر المُدّعي ويُعيد ادعاء الادعاءات الواردة في الفقرات من ١ إلى ١٥ أعلاه كما لو كانت مُبَيّنة بالكامل هنا.

١٧. ينص قانون المدين والدائن، المادة ٢٧٣، في الجزء ذي الصلة على ما يلي:

(أ) يكون أي نقل أو التزام يلتزم به المدين قابلاً للإبطال بالنسبة للدائن، سواء نشأت مطالبة الدائن قبل أو بعد النقل أو الالتزام؛ إذا قام المدين بالنقل أو الالتزام:

(١) بقصد فعلي لعرقلة أو تأخير أو احتيال على أي دائن للمدين؛ أو

(٢) دون تلقي قيمة مكافئة معقولة مقابل النقل أو الالتزام، وكان المدين

(١) منخرطاً أو على وشك الانخراط في عمل أو معاملة تكون أصول المدين المتبقية فيها صغيرة بشكل غير معقول مقارنةً بالعمل أو المعاملة؛ أو

(٢) كان ينوي، أو كان يعتقد أو كان ينبغي أن يعتقد بشكل معقول أن المدين سيتكبد ديوناً تتجاوز قدرته على السداد عند استحقاقها.

١٨. إن نقل حلmi لحقه في العقار إلى محمود قد تم دون مقابل، وهو باطل، ويُعد احتيالياً ضمناً على المدعي

١٩. يجب إلغاء نقل الملكية، ويُسمح للمدعي بفرض ضرائب على العقار وبيع حصة حلmi التقديرية والعادلة فيه كما كانت قبل نقل الملكية دون مقابل.

٢٠. بعد إلغاء نقل الملكية الباطل من حلmi إلى محمود، إذا لم يُعثر على مشترٍ لشراء حصة حلmi في العقار بالمزاد، فيجب تقسيم العقار وبيعه بالمزاد العلني حتى يتمكن المدعي من فرض ضرائب على حصة حلmi من صافي عائدات هذا البيع.

السبب الثاني للدعوى

٢١. يُكرر الادعاءات الواردة في الفقرات من ١ إلى ٢٠ أعلاه كما لو كانت مُبينة بالكامل هنا

٢٢. ينص قانون المدين والدائن، المادة ٢٧٤، في الجزء ذي الصلة على ما يلي:

(أ) يكون أي نقل ملكية أو التزام يتكبد به المدين قابلاً للإبطال بالنسبة للدائن الذي نشأت مطالبته قبل إجراء النقل أو تكبد الالتزام، إذا أجرى المدين النقل أو تكبد الالتزام دون الحصول على قيمة مكافئة معقولة مقابل النقل أو الالتزام، وكان المدين مُعسراً في ذلك الوقت، أو أصبح مُعسراً نتيجةً للنقل أو الالتزام.

٢٣. كان نقل حصة حلمي في العقار إلى محمود دون مقابل في وقت كان فيه حلمي مدينًا بمبلغ ٨٤٨,٤٣٩.٦٤ دولارًا أمريكيًا بالإضافة إلى الفوائد للمدعي، ويُشكل احتياليًا فعليًا عليه، لأنه، بناءً على المعلومات والاعتقاد، تم إجراء النقل فقط لمنع المدعي من فرض ضرائب على العقار في محاولة لسداد بعض أو كل أحكام المحكمة المدنية.

٢٤. ٢٤. إن نقل ملكية حلمي إلى محمود باطل ويجب إلغاؤه.

٢٥. إن الأحكام الصادرة ضد حلمي جعلته مُعسرًا.

٢٦. يجب إلغاء نقل ملكية حلمي في العقار، ويجب السماح للمدعي بفرض ضرائب على العقار وبيع حصة حلمي التقديرية. والعادلة فيه كما كانت قبل نقل الملكية دون مقابل.

٢٧. بعد إبطال نقل الملكية الباطل من حلمي إلى محمود، إذا لم يُعثر على مشترٍ لشراء حصة حلمي في العقار بالمزاد فيجب تقسيم العقار وبيعه بالمزاد العلني حتى يتمكن المدعي من فرض ضرائب على حصة حلمي من صافي عائدات هذا البيع.

سبب الدعوى الثالث

٢٨. يُكرر الادعاءات الواردة في الفقرات من ١ إلى ٢٧ أعلاه كما لو كانت مُبينة بالكامل هنا.

٢٩. تخضع حصة محمود في العقار للأحكام الصادرة ضده وضد حلمي. 30. بعد إبطال نقل الملكية الباطل، يُباع العقار في مزاد علني ليتمكن مقدم الالتماس من استيفاء أحكامه ضد المدعي عليهم. ولذلك، يطلب مقدم الالتماس حكمًا لصالحه: وضد المدعي عليهم على النحو التالي:

أ. في السبب الأول للدعوى، حكم لصالح مقدم الالتماس وضد جميع المدعي عليهم بإلغاء سند عدم الاعتبار الصادر اعتبارًا من اليوم الثاني من يوليو 2019، من قبل محمود لطفي وحلمي لطفي، بصفتها مانحين، إلى محمود لطفي، بصفته Aster Drive، New Hyde Park، New York المستفيد، والذي ينقل ملكية عقار معين يقع في والمعروف باسم 119 والمُشار إليه أيضًا في خريطة الضرائب لمقاطعة ناسو باسم القسم 8، القطعة 306، القسم 2، في 11040، مكتب كاتب مقاطعة ناسو، وكل جزء من الأراضي الموضحة عليها، وإذا لم يتم العثور على مشترٍ بعد إلغاء سند النقل الباطل من حلمي إلى محمود، لبيع حصة حلمي في العقار بالمزاد العلني، فيجب تقسيم العقار وبيعه بالمزاد العلني حتى يتمكن مقدم الالتماس من فرض ضريبة على حصة حلمي في العائدات الصافية من هذا البيع؛ ب. في السبب الثاني للدعوى، حكم لصالح مقدم الالتماس وضد جميع المدعي عليهم بإلغاء سند عدم الاعتبار الصادر اعتبارًا من اليوم الثاني من يوليو 2019، من قبل محمود لطفي وحلمي لطفي، بصفتها مانحين، إلى محمود لطفي، بصفته المستفيد، والذي ينقل ملكية عقار معين والمُشار إليه أيضًا في خريطة Aster Drive، New Hyde Park، New York 11040 يقع في والمعروف باسم 119 الضرائب لمقاطعة ناسو باسم القسم 8، القطعة 306، القسم 2، في مكتب كاتب مقاطعة ناسو، وكل جزء من الأراضي الموضحة عليها، وإذا لم يتم العثور على مشترٍ بعد إلغاء سند النقل الباطل من حلمي إلى محمود، لبيع حصة حلمي في العقار بالمزاد العلني، فيجب تقسيم العقار وبيعه بالمزاد العلني حتى يتمكن مقدم الالتماس من فرض ضريبة على حصة حلمي من صافي عائدات هذا البيع؛

لقد قرأت الالتماس المذكور أعلاه، وهو صحيح على حد علمي باستثناء المسائل المزعومة بناءً على معلومات واعتقاد وأعتقد أنه صحيح فيما يتعلق بهذه المسائل. مصادر معلوماتي وأسس اعتقادي هي مراجعتي لمحاضر الأحكام والقرارات المذكورة أعلاه، ومراجعتي لملف مكتبتي في هذا الشأن. أجري هذا التحقق نيابةً عن مقدم الالتماس، لأنه لا يقيم ولا يملك مكتبتي في مقاطعة ناسو، حيث يقع مكتب مكتبتنا القانوني.

التاريخ: ويلستون بارك، نيويورك

٢٨ يناير ٢٠٢٢



ريتشارد ت. والش