



ELIOT SPITZER
Attorney General

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

DIETRICH L. SNELL
Deputy Attorney General
Division of Public Advocacy

DAVID D. BROWN, IV
Bureau Chief
Investment Protection Bureau

(212) 416-8340

Dorami Realty Of New York Inc
c/o Smith, Buss & Jacobs, LLP
Attention: Matthew Smith
733 Yonkers Avenue
Yonkers, NY 10704

RE: 120 Vivabene Condominium
File Number: CD040446 Amendment No: 2
Date Amendment Filed: 11/02/2006 Filing Fee: \$225.00
Receipt Number: 81723

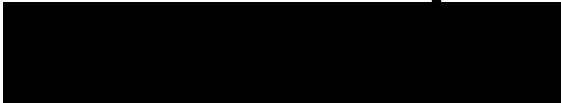
Dear Sponsor:

The referenced amendment to the offering plan for the subject premises is hereby accepted and filed. This filing is effective for the greater of six months from the date of filing this amendment or twelve months from the acceptance of the original offering literature. However, any material change of fact or circumstance affecting the property or offering requires an immediate amendment, including amending the plan to disclose the most recent certified financial statement and budget, which should be done as soon as either of these documents is available.

Any misstatement or concealment of material fact in the material submitted as part of this amendment renders this filing void ab initio. This office has relied on the truth of the certifications of sponsor, sponsor's principals, and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

Filing this amendment shall not be construed as approval of the contents or terms thereof by the Attorney General of the State of New York, or any waiver of or limitation on the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable law. The issuance of this letter is conditioned upon the collection of all fees imposed by law. This letter is your receipt for the filing fee.

Very truly yours,


Richard Golden
Assistant Attorney General

120 Broadway, New York, NY 10271
Real Estate Matters • (212) 416-8122 • Fax (212) 416-8179
Securities Matters • (212) 416-8222 • Fax (212) 416-8816

SECOND AMENDMENT
TO
OFFERING PLAN OF
CONDOMINIUM OWNERSHIP OF
PREMISES KNOWN AS
120 VIVABENE CONDOMINIUM
120 MAIN STREET
TUCKAHOE, NEW YORK

DATED: November 2, 2006

THIS AMENDMENT MODIFIES AND SUPPLEMENTS THE TERMS OF THE ORIGINAL OFFERING PLAN DATED MAY 20, 2005, AND SHOULD BE READ IN CONJUNCTION WITH THE PLAN AND PRIOR AMENDMENTS.

HOLDER OF UNSOLD SHARES:

DORAMI REALTY OF NEW YORK, INC.

Dated: November 2, 2006

**SECOND AMENDMENT TO OFFERING PLAN
OF CONDOMINIUM OWNERSHIP**

Condominium:

120 VIVABENE CONDOMINIUM

Holder of Unsold Shares To Whom this Amendment
Relates ("Holder of Unsold Shares") :

DORAMI REALTY OF NEW YORK, INC.

This Amendment modifies and supplements the terms of the original Offering Plan dated May 20, 2006, and should be read in conjunction with the Offering Plan. The Offering Plan is hereafter referred to as the "Plan".

1. Plan Declared Effective.

The Plan was declared effective by notice dated October 20, 2006. As of that date, Purchase Agreements were executed by bona fide purchasers for two (2) units, representing twenty percent (20%) of the units being offered for sale under the Plan. The notice is attached as Exhibit A hereto.

Attached as Exhibit B hereto is the Affidavit in Support of Declaring the Plan Effective, as executed by Philip Raffiani, Vice President of the Sponsor.

2. Incorporation of Plan.

The Plan, as modified and supplemented herein, is incorporated herein by reference with the same effect as if set forth at length.

3. No Other Material Changes.

Except as set forth in this Amendment, there have been no other material changes in the Plan.

4. Definitions.

All capitalized terms not expressly defined in this Amendment will have the meanings given to them in the Plan.

EXHIBIT A

**Dorami Realty of New York, Inc.
146 Main Street
Tuckahoe, New York 10707**

Dated: October 20, 2006 .

**TO ALL PURCHASERS OF UNITS AT
120 Vivabene Condominium**

Notice Declaring the Plan Effective

Dear Purchasers:

We are pleased to advise you that in accordance with Section 13 of the Offering Plan for 120 Vivabene Condominium, the Sponsor is declaring the Plan effective. Purchase Agreements have been signed for 20% of the Units offered for sale under the Plan.

We currently anticipate closing of title in November, 2006. However, we reserve the right to close title at an earlier or a later date provided we have satisfied the requirements of the Plan. We will give everyone at least thirty (30) days notice as soon as we fix a closing date, so that you may make the necessary arrangements to pay the remaining total cash balance of your purchase price. We are filing an effectiveness amendment with the Office of the Attorney General and will be distributing it once it has been accepted.

Very truly yours,

Sponsor:

Dorami Realty of New York, Inc.

By:



Philip Rattiani, Vice President

EXHIBIT B

AFFIDAVIT IN SUPPORT OF DECLARING THE PLAN EFFECTIVE

STATE OF New Jersey)
 ss.:
COUNTY OF Bergen)

Philip Raffiani, being duly sworn, deposes and says:

1. I am the Vice President of Dorami Realty of New York, Inc. the Sponsor under the certain offering plan dated May 20, 2005 (the "Plan") to submit to condominium ownership the premises known as 120 Main Street, Tuckahoe, New York (the "Property").
2. The Plan was accepted for filing by the Attorney General of the State of New York on May 20, 2005.
3. The Plan was declared effective by notice to Purchasers on October 20, 2006.
4. All statements required pursuant to GBL Section 352-eee or 352-eeee have been posted.
5. The Plan provides that it may not be declared effective unless Purchase Agreements are executed and accepted for at least two (2) Units, representing a minimum of at least twenty percent (20%) of the units offered under the Plan.
6. As of the date hereof, Purchase Agreements have been executed for two (2) units, representing twenty percent (20%) of all Units being offered for sale. Attached as Schedule A hereto is a list of units for which Purchase Agreements have been executed, together with the date of such Purchase Agreements.
7. All of the Purchasers being counted toward the declaration of effectiveness are bona fide purchasers. None of the Purchasers bought as an accommodation to, or for the account or benefit of, the Sponsor, the Selling Agent or the Managing Agent or the principals of Sponsor, the Selling Agent or the Managing Agent.
8. None of the Purchasers are related (by blood, marriage, or adoption) to, or are principals, employees, limited partners or business associates of, the Sponsor, the Selling Agent or the Managing Agent.
9. None of the Purchasers are the Sponsor, the Selling Agent or the Managing Agent.
10. All of the Purchasers have duly executed Purchase Agreements and have paid the down payment as required in the Plan.
11. None of the Purchasers have been granted a right to rescission that has not yet expired or been waived.


- 12. There are no material changes to the budget for the first year's operation which have not been disclosed in a duly filed amendment to the Plan.
- 13. I hereby submit this Affidavit to the Attorney General in connection with that certain Second Amendment to Offering Plan declaring the Plan effective:

Sponsor: ~~Dorami Realty of New York, Inc.~~

By 
~~Philip Raffiani, Vice President~~


~~Philip Raffiani, individually~~

Sworn to before me
this 30th day of October, 2006


Jeanne Raffiani
Attorney at Law
State of New Jersey

SCHEDULE A

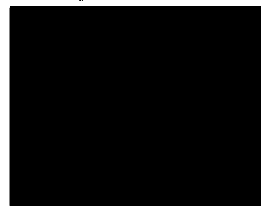
<u>Unit</u>	<u>Date Signed by Sponsor</u>
D	October 16, 2006
J	September 27, 2006

PURCHASE AGREEMENT

120 VIVABENE CONDOMINIUM AT 120 MAIN STREET,
TUCKAHOE, NEW YORK

Home No.: J		Percentage of Common Interest: 6.72%
Purchaser(s):		Tel. No.
Name	Cathryn McCloud	Fax No.
Address	9 Third Ave Street	
	Brooklyn, New York 11231	
Purchaser(s):		
Name	Alan Mc Cloud	Tel. No.
Address	9 Third Ave Street	Fax No.
	Brooklyn, New York 11231	
Purchaser's Attorney:		
Name	Kenneth Novenster, Esq.	Tel. No. 914-241-2400
Address	69 Bedford Rd.	Fax No. 914-241-2402
	Mt Kisco, New York 10549	Email:
Purchase Price	\$675,000.00*	
Down Payment	\$67,500.00 - \$30,750.00 ⁰⁰	(Payable to "SBJ - 120 VivaBene Condominium Special Account")
Balance Due at Closing	\$607,500.00 \$644,250.00 ⁰⁰	
Financing Contingency:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

* w/ Seller's concession
615,000.



Statement of Seller:

DORAMI REALTY OF NEW YORK, INC., with an address at 146 Main Street, Tuckahoe, New York 10707, a New York corporation ("Seller"), has promulgated a Plan of Condominium Ownership ("Plan") for 120 VivaBene Condominium ("Condominium") pursuant to which the land, with appurtenances, and the homes ("Homes") being constructed thereon by Seller, located in the Town of Eastchester, Village of Tuckahoe, County of Westchester, will be declared to be a Condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

Statement of Purchaser:

Purchaser acknowledges as follows:

Purchaser has received and read a copy of the Plan and all filed amendments thereto. The Plan and amendments, which include the Declaration to be made by the Seller and to be recorded in the Office of the Westchester County Clerk, the schedules, By-Laws and Rules and Regulations attached thereto, are incorporated herein by reference and made part of this Agreement with the same force and effect as if fully set forth herein.

PURCHASER HAS HAD THE OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR NOT LESS THAN THREE (3) BUSINESS DAYS.

Purchaser is desirous of purchasing the above-numbered Home, as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid County Register's Office, together with an undivided interest in the Common Elements appurtenant thereto (the above-numbered Home and the undivided interest being hereinafter collectively called the "Home");

Agreement Between Seller and Purchaser:

For good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser mutually agree as follows:

1. **Payment for Home:** Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Home for the Total Purchase Price stated above. The Down Payment stated above has been paid on the signing of this Agreement, receipt of which by check, subject to collection, is hereby acknowledged by Seller. The Balance Due at Closing shall be payable at the closing of title, as hereinafter provided in Paragraph 3, by unendorsed certified check of Purchaser, or teller's or cashier's check, drawn on a bank or trust company which is a member of the New York Clearing House Association, to the order of the Seller or as Seller may direct.

2. **Acceptance by Seller.** Within twenty (20) days after delivery to Seller or its Agent by Purchaser of this Purchase Agreement, executed by Purchaser, Seller will either:

33. **Separability of Provisions:** Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

34. **Bona Fide Purchase:** Purchaser represents that:

(i) he or she is an individual over eighteen years of age;

(ii) he or she is a bona fide purchaser of the Home for occupancy or investment;

and

(iii) he or she is not an employee, shareholder, member or limited partner of the Sponsor, Selling Agent, or any principal thereof, nor is he or she related by blood, marriage or adoption or as a business affiliate to the Sponsor or the Selling Agent.

In witness whereof, each party has signed this Agreement.

Dated: 9.14.06

[Redacted Signature]

Cathryn McCloud

[Redacted Signature]

Alan McCloud

Accepted: DORAMI REALTY OF NEW YORK, INC.

By: [Redacted Signature]

9/27/06

Dated: 9/27/06

PURCHASE AGREEMENT

**120 VIVABENE CONDOMINIUM AT 120 MAIN STREET,
TUCKAHOE, NEW YORK**

Home No.: <u>Unit D</u>		Percentage of Common Interest: <u>6.98</u>
Purchaser(s):		Tel. No.
Name	Rosemarie Dubrowsky	Fax No.
Address		
Purchaser(s):		
Name		Tel. No.
Address		Fax No.
Purchaser's Attorney:	TBD	
Name		Tel. No.
Address		Fax No.
		Email:
Purchase Price	\$675,000	
Down Payment	\$33,750 5,000	(Payable to "SBJ - 120 VivaBene Condominium Special Account")
Balance Due at Closing	\$641,250	

Statement of Seller:

DORAMI REALTY OF NEW YORK, INC., with an address at 146 Main Street, Tuckahoe, New York 10707, a New York corporation ("**Seller**"), has promulgated a Plan of Condominium Ownership ("**Plan**") for 120 VivaBene Condominium ("**Condominium**") pursuant to which the land, with appurtenances, and the homes ("**Homes**") being constructed thereon by Seller, located in the Town of Eastchester, Village of Tuckahoe, County of Westchester, will be declared to be a Condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

Statement of Purchaser:

Purchaser acknowledges as follows:

Purchaser has received and read a copy of the Plan and all filed amendments thereto. The Plan and amendments, which include the Declaration to be made by the Seller and to be recorded in the Office of the Westchester County Clerk, the schedules, By-Laws and Rules and Regulations attached thereto, are incorporated herein by reference and made part of this Agreement with the same force and effect as if fully set forth herein.

PURCHASER HAS HAD THE OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR NOT LESS THAN THREE (3) BUSINESS DAYS.

Purchaser is desirous of purchasing the above-numbered Home, as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid County Register's Office, together with an undivided interest in the Common Elements appurtenant thereto (the above-numbered Home and the undivided interest being hereinafter collectively called the "**Home**");

Agreement Between Seller and Purchaser:

For good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser mutually agree as follows:

1. **Payment for Home:** Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Home for the Total Purchase Price stated above. The Down Payment stated above has been paid on the signing of this Agreement, receipt of which by check, subject to collection, is hereby acknowledged by Seller. The Balance Due at Closing shall be payable at the closing of title, as hereinafter provided in Paragraph 3, by unendorsed certified check of Purchaser, or teller's or cashier's check, drawn on a bank or trust company which is a member of the New York Clearing House Association, to the order of the Seller or as Seller may direct.

2. **Acceptance by Seller.** Within twenty (20) days after delivery to Seller or its Agent by Purchaser of this Purchase Agreement, executed by Purchaser, Seller will either:

(a) accept this Agreement and cause to be returned to Purchaser a fully executed counterpart thereof; or

determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

34. **Bona Fide Purchase:** Purchaser represents that:

(i) he or she is an individual over eighteen years of age;

(ii) he or she is a bona fide purchaser of the Home for occupancy or investment; and

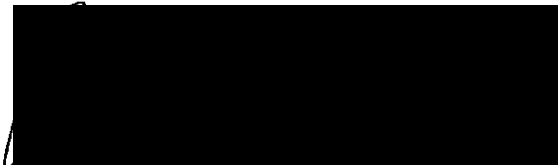
(iii) he or she is not an employee, shareholder, member or limited partner of the Sponsor, Selling Agent, or any principal thereof, nor is he or she related by blood, marriage or adoption or as a business affiliate to the Sponsor or the Selling Agent.

In witness whereof, each party has signed this Agreement.

Dated:

9/27/06

Purchaser



Purchaser

Acco



By:

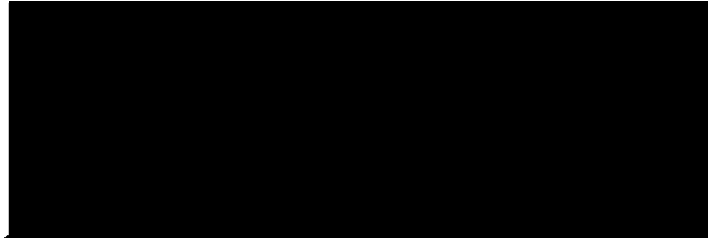
Dated: 10/16/06

AFFIDAVIT OF SERVICE

STATE OF New Jersey)
) ss.:
COUNTY OF Bergen)

Philip Raffiani, being duly sworn, deposes and says that: he/she is over the age of 21 years and is fully familiar with the facts and circumstances set forth below, and that on October 20, 2006, he/she sent by regular mail a copy of the Notice Declaring the Plan Effective for 120 Vivabene Condominium to the following purchasers:

1. Rosemarie Dubrowsky
356 Jarome St.
Brick, NJ 07724
2. Carthryn and Alan McCloud
Nine 3rd Street
Brooklyn, New York 11231



Philip Raffiani

Sworn to before me
this 20 day of October, 2006



Seanne Raffiani
Attorney at Law
State of New Jersey