











Goodman



Anthony's Roofing 216-799-7088
3372 E49

Contractors Invoice

Holly JEM
11915 GRANBEN RD
GARFIELD HTS, OH 44125

WORK PERFORMED AT

DATE
3-28-2023

YOUR WORK ORDER NO.

OUR EST NO.

DESCRIPTION OF WORK PERFORMED

TUCK POINT CHIMNEY AND SEAL FLASHING where
SHINGLES MEET FLASHING

AT BACK OF SUN ROOM REPLACE 1x6 x 18' FACIAL BOARD
INSTALL DRIP EDGE AT END OF ROOF.

REPLACE DAMAGED DOWN SPOUT

REPLACE, REPAIR WOOD SIDING AT RIGHT WHERE MEETS
ROOF PAINT & CAULK

CAULK ALL MISSING MOTOR AS NEEDED #11 #
"FRONT DOOR"

#1788 \$350.00

PAID IN FULL 3-28-2023

Anthony Mullins

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____

Month

Day

Year

in accordance with our Agreement Proposal

No. _____

Dated _____

Month

Day

Year

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

(In Compliance with Federal Law)

TO: Sashi Lata and Shayal Sashi Kumar
 (Buyer, Seller or Borrower)

PROPERTY ADDRESS: 11915 Granger Rd, Garfield Heights, OH 44125

FROM: Rakesh Baniya DATE: 03/28/2023
 (Party making referral)

We are pleased to recommend that you arrange title and/or escrow closing services through ACT Title Agency, LLC and Chicago Title Company LLC. ACT Title Agency, LLC is a title insurance policy issuing agent of Chicago Title Insurance Company and contracts with Chicago Title Company LLC for certain settlement services. PLEASE NOTE that Baniya Homes, LLC has a business relationship with ACT Title Agency, LLC and has an ownership of 35 interests in ACT Investors, LLC. ACT Investors, LLC has a 49% direct ownership interest in ACT Title Agency, LLC. Executive Title Agency Corp., a wholly owned subsidiary of Chicago Title has a 51% direct ownership interest in ACT Title Agency, LLC. Because of this relationship, this referral may provide Baniya Homes, LLC a financial or other benefit.

Below are the estimated range of charges for settlement services:

<u>Amount of Title Insurance Coverage for Owners Policy</u>	<u>Premium per \$1,000 of Contract Sales Price</u>	<u>Escrow / Service Fee</u>	<u>Conveyance Fee (Transfer Tax)</u>
Up to \$150,000	\$5.75 / \$1,000	\$640 - \$880 each to Purchaser and Seller depending on purchase price & county location of property	\$3.00 - \$4.00 per \$1,000 Per Contract Sales Price (Rounded to the nearest \$100) Depending on county location of property
Over \$150,000 up to \$250,000	Flat fee of \$187.50 + \$4.50/\$1,000		
Over \$250,000 up to \$500,000	Flat fee of \$437.50 + \$3.50/\$1,000		
Over \$500,000 up to \$10,000,000	Flat fee of \$812.50 + \$2.75/\$1,000		
Over \$10,000,000	Flat fee of \$812.50 + \$2.25/\$1,000		
Minimum Charge	\$175		

<u>Charges to Purchaser</u>	<u>Charges to Seller</u>
½ of Owner's Title Insurance	per schedule above
Escrow / Service Fee	per schedule above
Title Insurance Binder	\$37.50
Lender's Coverage (simultaneous issue)	\$100
	½ of Owner's Title Insurance
	per schedule above
	Escrow / Service Fee
	per schedule above
	Title Insurance Binder
	\$37.50
	Conveyance Fee (Transfer Tax)
	per schedule above

Please Note: There may be additional charges depending on the particular needs of your transaction.

While we encourage you to use these companies, you are NOT required to use the listed provider as a condition for the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Acknowledgment

I/we have read this disclosure form and understand that Baniya Homes, LLC is /are referring me/us to purchase the above-described settlement service(s), and may receive a financial or other benefit as a result of this referral.

Signature: *Sashi Lata Kumar* dotloop verified
03/28/23 2:23 PM PDT
MVTY-VIAT-ASUM-FOTG Signature: _____ Date: _____

Signature: *Shayal Sashi Kumar* dotloop verified
03/28/23 2:26 PM PDT
KDPB-U2TO-T7DZ-DTAU Signature: _____ Date: _____



-CONFIDENTIAL-

Buyers Application to Obtain Compliance Certificate

Date: _____ / _____ / 03/28/2023

PROPERTY ADDRESS: 11915 Granger Rd, Garfield Heights, OH 44125
Single Double (Check one)

(INDIVIDUALS ONLY)

OWNER #1 INFORMATION (as will be titled on Deed) **** PLEASE PRINT CLEARLY****

Name of Purchaser: Sashi Lata Kumar
Address: 2956 Covewood Court
City: San Jose State: CA Zip: 95148
Phone # (H) _____ (W) _____
E-Mail: caresidential@yahoo.com
D.O. B.: _____ / _____ / _____
01-04-1964

OWNER #2 INFORMATION (as will be titled on Deed) ****PLEASE PRINT CLEARLY****

Name of Purchaser: Shayal Sashi Kumar
Address: 2956 Covewood Court
City: San Jose State: CA Zip: 95148
Phone # (H) 408-561-1290 (W) _____
E-Mail: Shayalssk@gmail.com
D.O. B.: _____ / _____ / _____
11-05-1994

***(FOR OUT OF STATE OWNERS)**

OHIO AGENT/PROPERTY MANGER:

Realty Trust Services, LLC - Rakesh Baniya
ADDRESS: 3407 W 117th St, Cleveland, OH, 44111
Street (No PO Boxes) City, St, Zip
Phone # 216-218-7976 E-Mail Address rakesh@rtserve.com

D.O.B. _____ / _____ / 02-10-1998

- The purpose of the inspection is to benefit the community at large and is not intended to protect the interests of any individual, owner, successor owner or occupant of the property. The City assumes no liability or responsibility for failure to report violations that may exist and does not warrant the repairs made pursuant to the inspection.



OCCUPANCY INFORMATION

I/We are purchasing the above property for:

_____ To Reside in / Occupy _____ For Rehab / Resale To Rent**

Will owner occupy property? **Yes** **No** (Circle One)

Total Number of prospective occupants: _____

**** Rental registration and approval required prior to Occupancy**

Name(s) of Occupants:

Names/ages of children and/or occupants:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

By signing this I acknowledge seeing a copy of the Point of Sale violation report for the address of:

Garfield Heights, OH

#1 Buyer Signature: _____

#2 Buyer Signature: _____

Subscribed and sworn to me this _____ day of _____, 20__.

(Please print buyer(s) name(s) here from photo ID)

By: _____

By: _____

Notary Public: _____ my commission expires: _____

Proposed Transfer Date: ____/____/____

Yes MLS / RESIDENTIAL PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER:** The undersigned Shayal Sashi Kumar and Sashi Lata Kumar offers to buy the

2 **PROPERTY:** Located at 11915 Granger Rd,

3 City Garfield Heights, Ohio, Zip Code 44125.

4 Permanent Parcel No. 54504100, and further described as being: TR 1 ROSEHILL EST #3 0028

5 ALL

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen
12 refrigerator;

13 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning;
14 gas grill; fireplace tools; screen, glass doors and grate; all existing window treatments;
15 ceiling fan(s); wood burner stove inserts; gas logs; and water softener.

16 Also included: _____

17 Fixtures NOT Included: _____

18 _____

19 **SECONDARY OFFER:** This is is not a secondary offer. This secondary offer, if applicable, shall become a
20 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before
21 _____ (Date). BUYER shall have the right to terminate this secondary offer at any time prior to
22 BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the SELLER or
23 the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money
24 within four (4) days and BUYER and SELLER agree to sign an addendum, listing the date for loan application, loan
25 approval, deposit of funds and documents, title transfer and possession.

26 **PRICE:** Buyer shall pay the sum of..... ~~\$150,000~~ \$155,000

27 Earnest money payable to Act / Chicago Title in the amount of \$ 1,000

28 In the form of a check other: Note Signed _____ which shall be
29 redeemed immediately upon receipt of a binding agreement (as defined

30 on lines 238-246) and

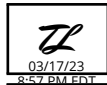
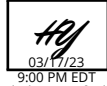
31 Balance of cash to be deposited in escrow..... ~~\$149,000~~ \$154,000

32 Mortgage loan to be obtained by Buyer..... \$0

33 Conventional, FHA, VA, Other CASH

34 _____

36 **FINANCING:** Buyer shall make a written application for the above mortgage loan and order appraisal and provide
37 documentation to Seller of said application within n/a days and shall obtain a commitment for that
38 loan no later than n/a days after acceptance of this offer. If the closing date cannot occur by the
39 date of closing due to no fault of either party, any government regulation or lender requirement, the date of closing
40 shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business
41 days. At the Seller's written election, if, despite Buyer's good faith efforts, that commitment has not been obtained,
42 then this Agreement shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest

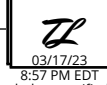

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dotloop verified

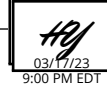

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03/18/23
11:18 AM PDT
dotloop verified


03/17/23
dotloop verified

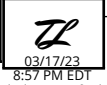

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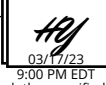

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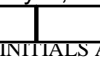

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BUYER'S INITIALS AND DATE



SELLER'S INITIALS AND DATE


03/17/23
8:57 PM EDT
dotloop verified


03/17/23
9:00 PM EDT
dotloop verified

Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

43 money deposit shall be returned to the Buyer without any further liability of either party to the other or to the Brokers
44 and their agents. (see line 205)

45 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
46 with the lending institution or escrow company on or before 03/30/2023, and title shall be
47 recorded on or about 03/31/2023. Ohio law requires that closing funds over the amount of
48 \$10,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender
49 and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

50 **POSSESSION:** Seller shall deliver possession to Buyer of the property within TOT days by 5 (time),
51 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
52 the Seller free for 0 days. Additional 0 days at a rate of \$0 per day. Insurance coverage
53 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
54 Seller and Buyer.

55 **TITLE:** For each parcel of real estate, Seller shall convey a marketable title to Buyer by general warranty deed
56 and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances
57 whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however
58 created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning
59 ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall
60 furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price, if title to all or part of the
61 parcels to be conveyed is found defective, Seller shall have thirty (30) days after notice to remove title defects. If
62 unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase price
63 or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to
64 each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money to Buyer. For the
65 subsurface estate underlying each parcel of real estate, if all or part of the subsurface mineral, oil or gas rights to
66 the underlying parcels already has been transferred by the Seller, then Buyer can either purchase the property "as
67 is" or declare the contract null and void, in which event the earnest money shall be returned to the Buyer. **Unless**
68 **expressly reserved by the Seller, all payments for any mineral, oil or gas rights shall belong to the Buyer**
69 **effective upon closing.** (see line 205)

70 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, rentals, interest on any mortgage
71 assumed by buyer, condominium, HOA or other association periodic charges or assessments and transferable
72 policies if Buyer so elects. special assessments, city and county charges and tenant's rents, collected or
73 uncollected, shall be prorated as of the date the title has been recorded. Taxes and assessments shall be prorated
74 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land
75 is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price
76 times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the
77 correct tax value of the property as of the date the title has been recorded and pay the current taxes due to the date
78 the title has been recorded. If the property being transferred is new construction and recently completed or in the
79 process of completion at the time the agreement was signed by the parties, the escrow agent is instructed to make
80 a good faith estimate of the taxes to be owed on the value of the improved property to the date the title has been
81 recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they become
82 due and payable after the title has been recorded. The escrow agent is instructed to release the balance of the
83 funds on reserve to Seller once they receive notice from the local county auditor that the taxes on the land and
84 improvements have been paid in full to the date the title has been recorded. Buyer acknowledges that the latest
85 available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller
86 agrees to reimburse Buyer directly outside of escrow for any increase in valuation and the cost of all passed or
87 levied, but not yet certified, taxes and assessments, if any, prorated to the date the title has been recorded. Seller is
88 not aware of any proposed taxes or assessments, public or private, except the following:
89
90

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),

92 Buyer Seller agrees to pay the amount of such recoupment.

93 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
94 Escrow Agent's usual conditions of acceptance.

Page 2 of 6
BUYER'S INITIALS AND DATE

SRK
03/17/23
SRK
03/17/23

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS – Amended: April 2019

SELLER'S INITIALS AND DATE

JL
03/17/23
8:57 PM EDT
dotloop verified
HJ
03/17/23
9:00 PM EDT
dotloop verified

Property Address: _____



95 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
96 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
97 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
98 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
99 in which case Seller shall pay the entire escrow fee), and h) 0 _____.
100 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
101 \$ 200 _____ from the proceeds due Seller for payment of Seller's final water and
102 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

103 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
104 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
105 deed and any mortgage, d) Act / Chicago Title _____. If the closing
106 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
107 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
108 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and
109 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
110 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
111 which Brokers may disburse to other parties to the transaction.

112 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
113 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
114 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
115 Limited Home Warranty Plan issued by n/a _____. The cost of \$ n/a
116 shall be paid by Buyer Seller through escrow.

117 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
118 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
119 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
120 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
121 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer
122 understands that all real property and improvements may contain defects and conditions that are not readily
123 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
124 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
125 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
126 inspectors regarding the condition and systems of the property.



127 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
128 **need for the inspections listed below.**

129 **Waiver:**   (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
130 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
131 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.



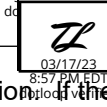
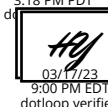
Choice			<u>Inspections</u>	<u>Expense</u>	
	Yes	No		BUYER	SELLER
134	<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME 3 _____ days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
135	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
136	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL WATER..... _____ days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/>	<input type="checkbox"/>
138	<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
139	<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
140	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
141					
142	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER.....7 _____ days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Page 3 of 6   BUYER'S INITIALS AND DATE

  SELLER'S INITIALS AND DATE

 03/17/23 8:57 PM EDT dotloop verified
 03/17/23 9:00 PM EDT dotloop verified

Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

 03/17/23 3:17 PM EDT dotloop verified	 03/17/23 3:18 PM PDT
 03/17/23 8:57 PM EDT dotloop verified	 03/17/23 9:00 PM EDT dotloop verified

143 (list other inspections) Any other inspections recommended by the general home inspector.

144 Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:

- 145 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
- 146 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*
- 147 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in
- 148 full force and effect; **OR**
- 149 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
- 150 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
- 151 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
- 152 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
- 153 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
- 154 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
- 155 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
- 156 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
- 157 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned
- 158 to the Buyer. (see line 227) The Buyer and Seller can mutually agree in writing to extend the dates for
- 159 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
- 160 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
- 161 Terminate this agreement if written inspection report(s) identify material latent defects not previously
- 162 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this
- 163 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a
- 164 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*
- 165 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the
- 166 other or to the broker(s) (see line 227).




167 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex
168 offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to
169 inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office
170 for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex
171 offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a
172 sex offender resides in the area of any property Buyer may purchase.

173 **CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased
174 in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential*
175 *Property Disclosure Form* or identified by any inspections requested by either party or any other
176 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional
177 disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not
178 relied upon any representations, warranties, or statements about the property (including but not limited to its
179 condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

- 180 1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller
- 181 2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of
- 182 the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of
- 183 the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

184 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
185 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
186 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
187 received from governmental agencies to inspect or correct any current building code or health violations. If
188 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
189 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in
190 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a
191 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 227)



192 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential
193 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or
194 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property

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 03/17/23 3:18 PM EDT dotloop verified	

Page 4 of 6 BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS – Amended: April 2019

SELLER'S INITIALS AND DATE

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Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

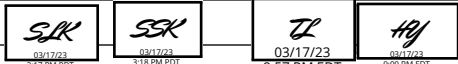
195 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any mis-statements
196 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
197 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer acknowledges
198 that Brokers and their agents have not made any representations, warranties, or agreements, express or implied
199 regarding the condition or use of the property, including but not limited to any representation that: (a) the basement,
200 crawl space or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling,
201 plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional;
202 (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or
203 lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas,
204 urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is
205 not present on the property. Buyer hereby acknowledges that any representation by Seller or the real estate
206 agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and
207 private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list
208 any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this
209 property (if none, write "none")

210 NONE

211 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
212 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
213 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
214 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
215 earnest money on deposit (see line 227). If such damage is less than ten percent of the purchase price, Seller
216 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

217 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
218 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
219 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
220 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
221 Other _____
222 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
223 **terms in the Purchase Agreement.**

224 **ADDITIONAL TERMS:** ~~Seller to present complete all POS-related work and present POS compliance certificate to~~
225 ~~buyers before the title transfers.~~ Sellers to correct all City of Garfield Heights point of sale violations prior to closing.

226 _____
227 

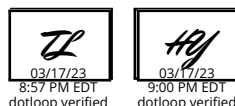
228 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
229 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
230 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
231 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
232 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
233 the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has
234 been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all
235 events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker
236 against the real estate commission owed the broker as a result of said closing. If said earnest money
237 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or
if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

238 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
239 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
240 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
241 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
242 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
243 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's

Page 5 of 6
BUYER'S INITIALS AND DATE


RESIDENTIAL PURCHASE AGREEMENT
Yes MLS – Amended: April 2019


SELLER'S INITIALS AND DATE




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Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

244 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
245 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
246 calendar days.

247 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

248 BUYER  dotloop verified
03/16/23 3:09 PM PDT
ATRC-8B3T-VHTZ-8AMN Address _____
249 Print Name Shayal Sashi Kumar _____ ZIP _____

250 BUYER  dotloop verified
03/16/23 3:08 PM PDT
YRS9-CUI7-KCCA-3DWD Date _____ Phone _____
251 Print Name Sashi Lata Kumar _____ Email Shayalssk@gmail.com, caresidential@yahoo.com

252 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
253 funds a commission of \$ _____ or _____ percent (3/2 %) of the

254 purchase price to Andrew W Morris (Selling Broker) Realty Trust Services,LLC (Office)
255 and \$ _____ plus _____ percent (3/2 G %) of the
256 purchase price to _____ (Listing Broker) Coldwell Banker Schmidt Realty (Office)

257 SELLER  dotloop verified
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GU3I-O6RS-L4OX-WHVV Address _____
258 Print Name _____ ZIP _____

259 SELLER  dotloop verified
03/17/23 9:00 PM EDT
TBKE-VAXQ-C9LJ-K0TS Date _____ Phone 216-712-3960
260 Print Name _____ Email tluu04@yahoo.com

261 Selling Agent Name, RE License Number, Team
262 Leader Name (if applicable), Telephone, Email:
263 Rakesh Baniya
264 2019007609
265 _____
266 2162187976
267 rakesh@rtserve.com



Listing Agent Name, RE License Number, Team
Leader Name (if applicable), Telephone, Email:
Lois Byrne
325729

(216) 347-9950
loisbyrne@ameritech.net

268 Selling Brokers Name, BR License Number,
269 Telephone and Email:
270 Realty Trust Services, LLC
271 9165
272 2163246637
273 iandymorris@gmail.com

Listing Brokers Name, BR License Number
Telephone and Email:
Coldwell Banker Schmidt Realty
2138

Coldwell Banker Schmidt Realty

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9:00 PM EDT
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AMENDMENT TO RESIDENTIAL PURCHASE AGREEMENT AND REMOVAL OF INSPECTION CONTINGENCIES

1 This is an Amendment to the Residential Purchase Agreement dated: 03/18/2023
 2 for the purchase and sale of the property know as:
 3 (Street Address) 11915 Granger Rd
 4 (City) Garfield Heights, Ohio, (Zip Code) 44125
 5 between Shayal Sashi Kumar and Sashi Lata Kumar (Buyer)
 6 and Holly Yeh and Thong Luu (Seller).

7 The following changes and/or additions are hereby mutually agreed upon by the Buyer(s) and
 8 Seller(s):

9 **FINANCING:** Buyer(s) loan commitment to be obtained on or about:
 10 _____ (date)

11 **CLOSING:** Funds and Documents to be placed in escrow on or before:
 12 _____ (date) and title shall be transferred on or
 13 about _____.

14 **POSSESSION:** Seller(s) shall deliver possession to Buyer(s) on
 15 _____ (date) AM PM provided the
 16 title has transferred.

17 **INSPECTION CONTINGENCIES:**

18 1. General Home Inspection	<input type="checkbox"/> Removed	<input checked="" type="checkbox"/> Removed subject to conditions listed below
19 2. Septic System Inspection	<input checked="" type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to conditions listed below
20 3. Water Potability Inspection	<input checked="" type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to conditions listed below
21 4. Well Flow Rate	<input checked="" type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to conditions listed below
22 5. Radon	<input checked="" type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to conditions listed below
23 6. Pest/Wood Destroying Insect	<input checked="" type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to conditions listed below
24 7. Lead Based Paint Inspection	<input checked="" type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to conditions listed below
25 8. Mold	<input checked="" type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to conditions listed below
26 9. Other _____	<input checked="" type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to conditions listed below
27 10. _____	<input checked="" type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to conditions listed below

28 **CONDITIONS:** ~~Seller to credit \$3,000 toward's buyer's closing costs.~~

29 Sellers agree to repair the following items described in the inspection report:
 30 1. Have electrical wiring issue at the main panel repaired by a licensed electrician (page 7, Electrical #9)
 31 2. Repair damaged section of siding by the sunporch (page 4, Exterior #1)
 32 3. Repair cracks in brick veneer described in the inspection report (page 4, Exterior #1)
 33 4. Install flashing in the section specified in the inspection report (page 5, Roof #5)
 34 5. Tuck point main chimney (page 5, Roof #12)





33 ALL OTHER TERMS AND CONDITIONS OF THE RESIDENTIAL PURCHASE AGREEMENT TO
 34 REMAIN IN FULL FORCE AND EFFECT.

35 Shayal Sashi Kumar dotloop verified 03/22/23 1:27 PM PDT 6KBM-VHJD-GZ9X-ZYLC
 36 BUYER DATE

37 Sashi Lata Kumar dotloop verified 03/22/23 1:24 PM PDT 5SAP-18TL-WGEO-CAPP
 38 BUYER DATE

Thong Luu dotloop verified 03/25/23 8:54 PM EDT KHIB-RLK1-H3FA-DD07
 SELLER DATE

Holly Yeh dotloop verified 03/25/23 8:53 PM EDT ETUQ-BPBO-XP7F-TMTG
 SELLER DATE

 03/25/23 8:53 PM EDT dotloop verified	 03/27/23 8:00 PM PDT dotloop verified
 03/25/23 8:54 PM EDT dotloop verified	 03/27/23 7:58 PM PDT dotloop verified

**AMENDMENT TO RESIDENTIAL PURCHASE AGREEMENT
AND REMOVAL OF INSPECTION CONTINGENCIES**

1 This is an Amendment to the Residential Purchase Agreement dated: 03/18/2023
2 for the purchase and sale of the property know as:

3 (Street Address) 11915 Granger Rd

4 (City) Garfield Heights, Ohio, (Zip Code) 44125

5 between Shayal Sashi Kumar and Sashi Lata Kumar (Buyer)

6 and Holly Yeh and Thong Luu (Seller).

7 The following changes and/or additions are hereby mutually agreed upon by the Buyer(s) and
8 Seller(s):

9 **FINANCING:** Buyer(s) loan commitment to be obtained on or about:
10 _____ (date)

11 **CLOSING:** Funds and Documents to be placed in escrow on or before:
12 _____ (date) and title shall be transferred on or

13 about _____.

14 **POSSESSION:** Seller(s) shall deliver possession to Buyer(s) on
15 _____ (date) AM PM provided the

16 title has transferred.

17 **INSPECTION CONTINGENCIES:**

- 18 1. General Home Inspection Removed Removed subject to conditions listed below
- 19 2. Septic System Inspection Removed Removed subject to conditions listed below
- 20 3. Water Potability Inspection Removed Removed subject to conditions listed below
- 21 4. Well Flow Rate Removed Removed subject to conditions listed below
- 22 5. Radon Removed Removed subject to conditions listed below
- 23 6. Pest/Wood Destroying Insect Removed Removed subject to conditions listed below
- 24 7. Lead Based Paint Inspection Removed Removed subject to conditions listed below
- 25 8. Mold Removed Removed subject to conditions listed below
- 26 9. Other _____ Removed Removed subject to conditions listed below
- 27 10. _____ Removed Removed subject to conditions listed below

28 **CONDITIONS:** Seller to credit \$3,000 toward's buyer's closing costs.

29 _____
30 _____
31 _____
32 _____

33 ALL OTHER TERMS AND CONDITIONS OF THE RESIDENTIAL PURCHASE AGREEMENT TO
34 REMAIN IN FULL FORCE AND EFFECT.

35 Shayal Sashi Kumar dotloop verified 03/22/23 1:27 PM PDT 6KBM-VHJD-GZ9X-ZYLC
36 BUYER DATE

SELLER DATE

37 Sashi Lata Kumar dotloop verified 03/22/23 1:24 PM PDT 5SAP-18TL-WGEO-CAPP
38 BUYER DATE

SELLER DATE

Yes MLS / RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER:** The undersigned Shayal Sashi Kumar and Sashi Lata Kumar offers to buy the

2 **PROPERTY:** Located at 11915 Granger Rd,

3 City Garfield Heights, Ohio, Zip Code 44125.

4 Permanent Parcel No. 54504100, and further described as being: TR 1 ROSEHILL EST #3 0028

5 ALL

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen
12 refrigerator;

13 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning;
14 gas grill; fireplace tools; screen, glass doors and grate; all existing window treatments;
15 ceiling fan(s); wood burner stove inserts; gas logs; and water softener.

16 Also included: _____

17 Fixtures NOT Included: _____

18 _____

19 **SECONDARY OFFER:** This is is not a secondary offer. This secondary offer, if applicable, shall become a
20 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before
21 _____ (Date). BUYER shall have the right to terminate this secondary offer at any time prior to
22 BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the SELLER or
23 the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money
24 within four (4) days and BUYER and SELLER agree to sign an addendum, listing the date for loan application, loan
25 approval, deposit of funds and documents, title transfer and possession.

26 **PRICE:** Buyer shall pay the sum of..... ~~\$150,000~~ \$155,000

27 Earnest money payable to Act / Chicago Title in the amount of \$ 1,000

28 In the form of a check other: Note Signed _____ which shall be
29 redeemed immediately upon receipt of a binding agreement (as defined

30 on lines 238-246) and

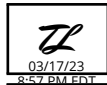
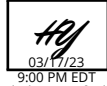
31 Balance of cash to be deposited in escrow..... ~~\$149,000~~ \$154,000

32 Mortgage loan to be obtained by Buyer..... \$0

33 Conventional, FHA, VA, Other CASH

34 _____

36 **FINANCING:** Buyer shall make a written application for the above mortgage loan and order appraisal and provide
37 documentation to Seller of said application within n/a days and shall obtain a commitment for that
38 loan no later than n/a days after acceptance of this offer. If the closing date cannot occur by the
39 date of closing due to no fault of either party, any government regulation or lender requirement, the date of closing
40 shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business
41 days. At the Seller's written election, if, despite Buyer's good faith efforts, that commitment has not been obtained,
42 then this Agreement shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest

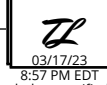

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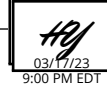

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11:18 AM PDT
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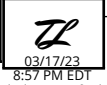

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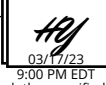

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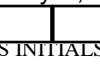

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BUYER'S INITIALS AND DATE



SELLER'S INITIALS AND DATE


03/17/23
8:57 PM EDT
dotloop verified


03/17/23
9:00 PM EDT
dotloop verified

Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

43 money deposit shall be returned to the Buyer without any further liability of either party to the other or to the Brokers
44 and their agents. (see line 205)

45 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
46 with the lending institution or escrow company on or before 03/30/2023, and title shall be
47 recorded on or about 03/31/2023. Ohio law requires that closing funds over the amount of
48 \$10,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender
49 and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

50 **POSSESSION:** Seller shall deliver possession to Buyer of the property within TOT days by 5 (time),
51 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
52 the Seller free for 0 days. Additional 0 days at a rate of \$0 per day. Insurance coverage
53 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
54 Seller and Buyer.

55 **TITLE:** For each parcel of real estate, Seller shall convey a marketable title to Buyer by general warranty deed
56 and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances
57 whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however
58 created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning
59 ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall
60 furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price, if title to all or part of the
61 parcels to be conveyed is found defective, Seller shall have thirty (30) days after notice to remove title defects. If
62 unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase price
63 or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to
64 each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money to Buyer. For the
65 subsurface estate underlying each parcel of real estate, if all or part of the subsurface mineral, oil or gas rights to
66 the underlying parcels already has been transferred by the Seller, then Buyer can either purchase the property "as
67 is" or declare the contract null and void, in which event the earnest money shall be returned to the Buyer. **Unless**
68 **expressly reserved by the Seller, all payments for any mineral, oil or gas rights shall belong to the Buyer**
69 **effective upon closing.** (see line 205)

70 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, rentals, interest on any mortgage
71 assumed by buyer, condominium, HOA or other association periodic charges or assessments and transferable
72 policies if Buyer so elects. special assessments, city and county charges and tenant's rents, collected or
73 uncollected, shall be prorated as of the date the title has been recorded. Taxes and assessments shall be prorated
74 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land
75 is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price
76 times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the
77 correct tax value of the property as of the date the title has been recorded and pay the current taxes due to the date
78 the title has been recorded. If the property being transferred is new construction and recently completed or in the
79 process of completion at the time the agreement was signed by the parties, the escrow agent is instructed to make
80 a good faith estimate of the taxes to be owed on the value of the improved property to the date the title has been
81 recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they become
82 due and payable after the title has been recorded. The escrow agent is instructed to release the balance of the
83 funds on reserve to Seller once they receive notice from the local county auditor that the taxes on the land and
84 improvements have been paid in full to the date the title has been recorded. Buyer acknowledges that the latest
85 available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller
86 agrees to reimburse Buyer directly outside of escrow for any increase in valuation and the cost of all passed or
87 levied, but not yet certified, taxes and assessments, if any, prorated to the date the title has been recorded. Seller is
88 not aware of any proposed taxes or assessments, public or private, except the following:
89
90

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),

92 Buyer Seller agrees to pay the amount of such recoupment.

93 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
94 Escrow Agent's usual conditions of acceptance.

Page 2 of 6
BUYER'S INITIALS AND DATE

SRK
03/17/23
SRK
03/17/23

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS – Amended: April 2019

SELLER'S INITIALS AND DATE

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03/17/23
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HJ
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Property Address: _____

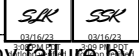
95 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
96 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
97 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
98 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
99 in which case Seller shall pay the entire escrow fee), and h) 0 _____.
100 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
101 \$ 200 _____ from the proceeds due Seller for payment of Seller's final water and
102 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

103 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
104 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
105 deed and any mortgage, d) Act / Chicago Title _____. If the closing
106 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
107 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
108 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and
109 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
110 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
111 which Brokers may disburse to other parties to the transaction.

112 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
113 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
114 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
115 Limited Home Warranty Plan issued by n/a _____. The cost of \$ n/a
116 shall be paid by Buyer Seller through escrow.

117 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
118 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
119 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
120 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
121 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer
122 understands that all real property and improvements may contain defects and conditions that are not readily
123 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
124 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
125 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
126 inspectors regarding the condition and systems of the property.

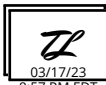
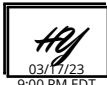
127 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
128 **need for the inspections listed below.**

129 **Waiver:**  (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
130 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
131 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.




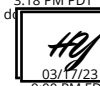
Choice			<u>Inspections</u>	<u>Expense</u>	
	Yes	No		BUYER	SELLER
134	<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME 3 _____ days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
135	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
136	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL WATER..... _____ days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/>	<input type="checkbox"/>
137					
138	<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
139	<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
140	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/ _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
141			WOOD DESTROYING INSECTS		
142	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER.....7 _____ days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Page 3 of 6   BUYER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE

 
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Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

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 03/17/23 8:57 PM EDT dotloop verified	 03/17/23 9:00 PM EDT dotloop verified

143 (list other inspections) Any other inspections recommended by the general home inspector.

144 Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:

- 145 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
- 146 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*
- 147 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in
- 148 full force and effect; **OR**
- 149 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
- 150 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
- 151 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
- 152 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
- 153 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
- 154 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
- 155 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
- 156 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
- 157 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned
- 158 to the Buyer. (see line 227) The Buyer and Seller can mutually agree in writing to extend the dates for
- 159 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
- 160 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
- 161 Terminate this agreement if written inspection report(s) identify material latent defects not previously
- 162 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this
- 163 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a
- 164 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*
- 165 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the
- 166 other or to the broker(s) (see line 227).




167 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex
168 offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to
169 inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office
170 for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex
171 offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a
172 sex offender resides in the area of any property Buyer may purchase.

173 **CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased
174 in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential*
175 *Property Disclosure Form* or identified by any inspections requested by either party or any other
176 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional
177 disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not
178 relied upon any representations, warranties, or statements about the property (including but not limited to its
179 condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

- 180 1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller
- 181 2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of
- 182 the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of
- 183 the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

184 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
185 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
186 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
187 received from governmental agencies to inspect or correct any current building code or health violations. If
188 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
189 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in
190 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a
191 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 227)



192 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential
193 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or
194 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property

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Page 4 of 6 BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS – Amended: April 2019

SELLER'S INITIALS AND DATE

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Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

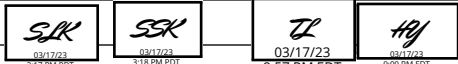
195 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any mis-statements
196 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
197 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer acknowledges
198 that Brokers and their agents have not made any representations, warranties, or agreements, express or implied
199 regarding the condition or use of the property, including but not limited to any representation that: (a) the basement,
200 crawl space or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling,
201 plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional;
202 (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or
203 lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas,
204 urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is
205 not present on the property. Buyer hereby acknowledges that any representation by Seller or the real estate
206 agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and
207 private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list
208 any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this
209 property (if none, write "none")

210 NONE

211 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
212 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
213 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
214 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
215 earnest money on deposit (see line 227). If such damage is less than ten percent of the purchase price, Seller
216 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

217 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
218 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
219 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
220 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
221 Other _____
222 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
223 **terms in the Purchase Agreement.**

224 **ADDITIONAL TERMS:** ~~Seller to present complete all POS-related work and present POS compliance certificate to~~
225 ~~buyers before the title transfers.~~ Sellers to correct all City of Garfield Heights point of sale violations prior to closing.

226 _____
227 

228 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
229 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
230 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
231 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
232 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
233 the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has
234 been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all
235 events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker
236 against the real estate commission owed the broker as a result of said closing. If said earnest money
237 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or
if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

238 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
239 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
240 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
241 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
242 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
243 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's

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BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS – Amended: April 2019


SELLER'S INITIALS AND DATE



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244 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
245 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
246 calendar days.

247 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

248 BUYER  dotloop verified
03/16/23 3:09 PM PDT
ATRC-8B3T-VHTZ-8AMN Address _____
249 Print Name Shayal Sashi Kumar _____ ZIP _____

250 BUYER  dotloop verified
03/16/23 3:08 PM PDT
YRS9-CUI7-KCCA-3DWD Date _____ Phone _____
251 Print Name Sashi Lata Kumar _____ Email Shayalssk@gmail.com, caresidential@yahoo.com

252 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
253 funds a commission of \$ _____ or _____ percent (3/2 %) of the

254 purchase price to Andrew W Morris (Selling Broker) Realty Trust Services,LLC (Office)
255 and \$ _____ plus _____ percent (3/2 G %) of the
256 purchase price to _____ (Listing Broker) Coldwell Banker Schmidt Realty (Office)

257 SELLER  dotloop verified
03/17/23 8:57 PM EDT
GU3I-O6RS-L4OX-WHVV Address _____
258 Print Name _____ ZIP _____

259 SELLER  dotloop verified
03/17/23 9:00 PM EDT
TBKE-VAXQ-C9LJ-K0TS Date _____ Phone 216-712-3960
260 Print Name _____ Email tluu04@yahoo.com

261 Selling Agent Name, RE License Number, Team
262 Leader Name (if applicable), Telephone, Email:
263 Rakesh Baniya
264 2019007609
265 _____
266 2162187976
267 rakesh@rtserve.com

Listing Agent Name, RE License Number, Team
Leader Name (if applicable), Telephone, Email:
Lois Byrne
325729

(216) 347-9950
loisbyrne@ameritech.net

268 Selling Brokers Name, BR License Number,
269 Telephone and Email:
270 Realty Trust Services, LLC
271 9165
272 2163246637
273 iandymorris@gmail.com

Listing Brokers Name, BR License Number
Telephone and Email:
Coldwell Banker Schmidt Realty
2138

Coldwell Banker Schmidt Realty

Yes MLS / RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER:** The undersigned Shayal Sashi Kumar and Sashi Lata Kumar offers to buy the

2 **PROPERTY:** Located at 11915 Granger Rd,

3 City Garfield Heights, Ohio, Zip Code 44125.

4 Permanent Parcel No. 54504100, and further described as being: TR 1 ROSEHILL EST #3 0028

5 ALL



6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen
12 refrigerator;
13 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning;
14 gas grill; fireplace tools; screen, glass doors and grate; all existing window treatments;
15 ceiling fan(s); wood burner stove inserts; gas logs; and water softener.



16 Also included: _____

17 Fixtures NOT Included: _____



18 _____



19 **SECONDARY OFFER:** This is is not a secondary offer. This secondary offer, if applicable, shall become a
20 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before
21 _____ (Date). BUYER shall have the right to terminate this secondary offer at any time prior to
22 BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the SELLER or
23 the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money
24 within four (4) days and BUYER and SELLER agree to sign an addendum, listing the date for loan application, loan
25 approval, deposit of funds and documents, title transfer and possession.



26 **PRICE:** Buyer shall pay the sum of..... ~~\$150,000~~ \$155,000  

27 Earnest money payable to Act / Chicago Title in the amount of \$ 1,000  

28 In the form of a check other: Note Signed _____ which shall be
29 redeemed immediately upon receipt of a binding agreement (as defined

30 on lines 238-246) and _____  

31 Balance of cash to be deposited in escrow..... ~~\$149,000~~ \$154,000  



32 Mortgage loan to be obtained by Buyer..... \$0  

33 Conventional, FHA, VA, Other CASH

36 **FINANCING:** Buyer shall make a written application for the above mortgage loan and order appraisal and provide
37 documentation to Seller of said application within n/a days and shall obtain a commitment for that
38 loan no later than n/a days after acceptance of this offer. If the closing date cannot occur by the
39 date of closing due to no fault of either party, any government regulation or lender requirement, the date of closing
40 shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business
41 days. At the Seller's written election, if, despite Buyer's good faith efforts, that commitment has not been obtained,
42 then this Agreement shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest

36  
37 BUYER'S INITIALS AND DATE

36 _____
37 SELLER'S INITIALS AND DATE

Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

43 money deposit shall be returned to the Buyer without any further liability of either party to the other or to the Brokers
44 and their agents. (see line 205)

45 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
46 with the lending institution or escrow company on or before 03/30/2023, and title shall be
47 recorded on or about 03/31/2023. Ohio law requires that closing funds over the amount of
48 \$10,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender
49 and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

50 **POSSESSION:** Seller shall deliver possession to Buyer of the property within TOT days by 5 (time),
51 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
52 the Seller free for 0 days. Additional 0 days at a rate of \$0 per day. Insurance coverage
53 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
54 Seller and Buyer.

55 **TITLE:** For each parcel of real estate, Seller shall convey a marketable title to Buyer by general warranty deed
56 and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances
57 whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however
58 created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning
59 ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall
60 furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price, if title to all or part of the
61 parcels to be conveyed is found defective, Seller shall have thirty (30) days after notice to remove title defects. If
62 unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase price
63 or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to
64 each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money to Buyer. For the
65 subsurface estate underlying each parcel of real estate, if all or part of the subsurface mineral, oil or gas rights to
66 the underlying parcels already has been transferred by the Seller, then Buyer can either purchase the property "as
67 is" or declare the contract null and void, in which event the earnest money shall be returned to the Buyer. **Unless**
68 **expressly reserved by the Seller, all payments for any mineral, oil or gas rights shall belong to the Buyer**
69 **effective upon closing.** (see line 205)

70 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, rentals, interest on any mortgage
71 assumed by buyer, condominium, HOA or other association periodic charges or assessments and transferable
72 policies if Buyer so elects. special assessments, city and county charges and tenant's rents, collected or
73 uncollected, shall be prorated as of the date the title has been recorded. Taxes and assessments shall be prorated
74 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land
75 is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price
76 times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the
77 correct tax value of the property as of the date the title has been recorded and pay the current taxes due to the date
78 the title has been recorded. If the property being transferred is new construction and recently completed or in the
79 process of completion at the time the agreement was signed by the parties, the escrow agent is instructed to make
80 a good faith estimate of the taxes to be owed on the value of the improved property to the date the title has been
81 recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they become
82 due and payable after the title has been recorded. The escrow agent is instructed to release the balance of the
83 funds on reserve to Seller once they receive notice from the local county auditor that the taxes on the land and
84 improvements have been paid in full to the date the title has been recorded. Buyer acknowledges that the latest
85 available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller
86 agrees to reimburse Buyer directly outside of escrow for any increase in valuation and the cost of all passed or
87 levied, but not yet certified, taxes and assessments, if any, prorated to the date the title has been recorded. Seller is
88 not aware of any proposed taxes or assessments, public or private, except the following:
89
90

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),

92 Buyer Seller agrees to pay the amount of such recoupment.

93 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
94 Escrow Agent's usual conditions of acceptance.

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BUYER'S INITIALS AND DATE

SRK SRK

BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS – Amended: April 2019

SELLER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE

Property Address: _____

95 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
96 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
97 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
98 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
99 in which case Seller shall pay the entire escrow fee), and h) 0 _____.
100 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
101 \$ 200 _____ from the proceeds due Seller for payment of Seller's final water and
102 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

103 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
104 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
105 deed and any mortgage, d) Act / Chicago Title _____. If the closing
106 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
107 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
108 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and
109 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
110 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
111 which Brokers may disburse to other parties to the transaction.

112 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
113 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
114 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
115 Limited Home Warranty Plan issued by n/a _____. The cost of \$ n/a
116 shall be paid by Buyer Seller through escrow.

117 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
118 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
119 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
120 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
121 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer
122 understands that all real property and improvements may contain defects and conditions that are not readily
123 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
124 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
125 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
126 inspectors regarding the condition and systems of the property.

127 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
128 **need for the inspections listed below.**

129 **Waiver:** (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
130 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
131 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

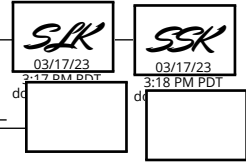
Choice			Inspections	Expense	
	Yes	No		BUYER	SELLER
134	<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME 3 _____ days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
135	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
136	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL WATER..... _____ days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/>	<input type="checkbox"/>
137					
138	<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
139	<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
140	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/ _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
141			WOOD DESTROYING INSECTS		
142	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER.....7 _____ days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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BUYER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE

Property Address: 11915 Granger Rd, Garfield Heights, OH 44125



143 (list other inspections) Any other inspections recommended by the general home inspector.

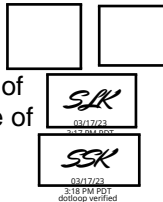
144 Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:

- 145 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
- 146 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*
- 147 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in
- 148 full force and effect; **OR**
- 149 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
- 150 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
- 151 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
- 152 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
- 153 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
- 154 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
- 155 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
- 156 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
- 157 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned
- 158 to the Buyer. (see line 227) The Buyer and Seller can mutually agree in writing to extend the dates for
- 159 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
- 160 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
- 161 Terminate this agreement if written inspection report(s) identify material latent defects not previously
- 162 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this
- 163 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a
- 164 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*
- 165 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the
- 166 other or to the broker(s) (see line 227).

167 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex
168 offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to
169 inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office
170 for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex
171 offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a
172 sex offender resides in the area of any property Buyer may purchase.

173 **CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased
174 in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential*
175 *Property Disclosure Form* or identified by any inspections requested by either party or any other
176 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional
177 disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not
178 relied upon any representations, warranties, or statements about the property (including but not limited to its
179 condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

- 180 1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller
- 181 2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of
- 182 the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of
- 183 the property is exempt by Ohio Revised Code 5302.30 from the use of the form.



184 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
185 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
186 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
187 received from governmental agencies to inspect or correct any current building code or health violations. If
188 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
189 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in
190 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a
191 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 227)

192 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential
193 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or
194 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property

Page 4 of 6 BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS - Amended: April 2019

SELLER'S INITIALS AND DATE



Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

195 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any mis-statements
196 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
197 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer acknowledges
198 that Brokers and their agents have not made any representations, warranties, or agreements, express or implied
199 regarding the condition or use of the property, including but not limited to any representation that: (a) the basement,
200 crawl space or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling,
201 plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional;
202 (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or
203 lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas,
204 urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is
205 not present on the property. Buyer hereby acknowledges that any representation by Seller or the real estate
206 agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and
207 private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list
208 any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this
209 property (if none, write "none")

210 NONE

211 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
212 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
213 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
214 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
215 earnest money on deposit (see line 227). If such damage is less than ten percent of the purchase price, Seller
216 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

217 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
218 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
219 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
220 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
221 Other _____
222 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
223 **terms in the Purchase Agreement.**

224 **ADDITIONAL TERMS:** ~~Seller to present complete all POS-related work and present POS compliance certificate to~~
225 ~~buyers before the title transfers.~~ Sellers to correct all City of Garfield Heights point of sale violations prior to closing.

226 _____
[Signature Box] [Signature Box] [Signature Box] [Signature Box]

227 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
228 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
229 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
230 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
231 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
232 the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has
233 been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all
234 events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker
235 against the real estate commission owed the broker as a result of said closing. If said earnest money
236 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or
237 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

238 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
239 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
240 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
241 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
242 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
243 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's

Page 5 of 6
BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS – Amended: April 2019

SELLER'S INITIALS AND DATE

[Signature Box] [Signature Box]

Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

244 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
245 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
246 calendar days.

247 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

248 BUYER *Shayal Sashi Kumar* dotloop verified
03/16/23 3:09 PM PDT
ATRC-8B3T-VHTZ-8AMN Address _____
249 Print Name Shayal Sashi Kumar _____ ZIP _____

250 BUYER *Sashi Lata Kumar* dotloop verified
03/16/23 3:08 PM PDT
YRS9-CUI7-KCCA-3DWD Date _____ Phone _____
251 Print Name Sashi Lata Kumar Email Shayalssk@gmail.com, caresidential@yahoo.com

252 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
253 funds a commission of \$ _____ or _____ percent (3/2 %) of the

254 purchase price to Andrew W Morris (Selling Broker) Realty Trust Services,LLC (Office)
255 and \$ _____ plus _____ percent (3/2 G %) of the
256 purchase price to _____ (Listing Broker) Coldwell Banker Schmidt Realty (Office)

257 SELLER [Redacted] Address _____
258 Print Name _____ ZIP _____

259 SELLER [Redacted] Date _____ Phone 216-712-3960
260 Print Name _____ Email tluu04@yahoo.com

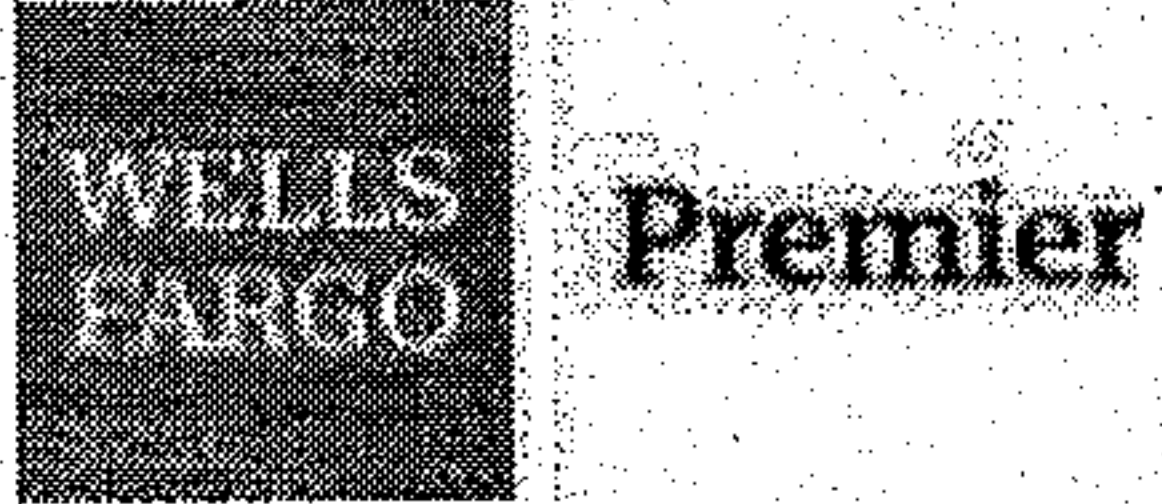
261 Selling Agent Name, RE License Number, Team
262 Leader Name (if applicable), Telephone, Email:
263 Rakesh Baniya
264 2019007609
265 _____
266 2162187976
267 rakesh@rtserve.com

Listing Agent Name, RE License Number, Team
Leader Name (if applicable), Telephone, Email:
Lois Byrne
325729
(216) 347-9950
loisbyrne@ameritech.net

268 Selling Brokers Name, BR License Number,
269 Telephone and Email:
270 Realty Trust Services, LLC
271 9165
272 2163246637
273 iandymorris@gmail.com

Listing Brokers Name, BR License Number
Telephone and Email:
Coldwell Banker Schmidt Realty
2138
Coldwell Banker Schmidt Realty





Accounts linked to your Wells Fargo Premier Checking account:

Bank Deposit Account(s)

<i>Account (Account Number)</i>	<i>\$ Balance</i>
Wells Fargo Premier Checking ([REDACTED] 219)	606,468.09
Wells Fargo® Preferred Checking ([REDACTED] 0001)	44,141.87
Wells Fargo Money Market Savings SM ([REDACTED] 1781)	26,138.78

Investment Account(s)*

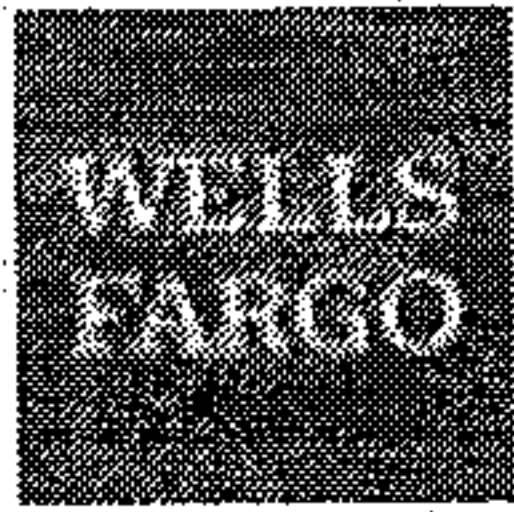
<i>Account (Account Number)</i>	<i>\$ Balance</i>
IRA Brokerage Cash Services ([REDACTED] 3062)	0.00
Standard Brokerage ([REDACTED] 7342)	116,741.03
SEP IRA ([REDACTED] 5847)	128,643.24

Your Qualification Balance this month: **\$922,133.01**

* **Investment and Insurance Products are:**

- **Not Insured by the FDIC or Any Federal Government Agency**
- **Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate**
- **Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested**

Accounts linked in Summary will be provided a separate statement.

**Premier**

Important Account Information

(A) If your Premier Checking account is converted to another checking product or closed by us or you, all linked accounts are delinked from the Premier Checking account and effective immediately, benefits no longer apply, including benefits to your now delinked accounts. You'll no longer receive discounts, options to avoid fees on other products or services, or the Relationship Interest Rate; for time accounts (CDs), this change will occur at renewal. Your delinked accounts will revert to the Bank's current applicable interest rate or fee at that time. (B) If you or we delink an account from your Premier Checking account but other accounts remain linked, the loss of all benefits and the other consequences described above in (A) will immediately apply to the delinked account. Benefits available to your Premier Checking account and any remaining linked accounts will continue.

Important Account Information

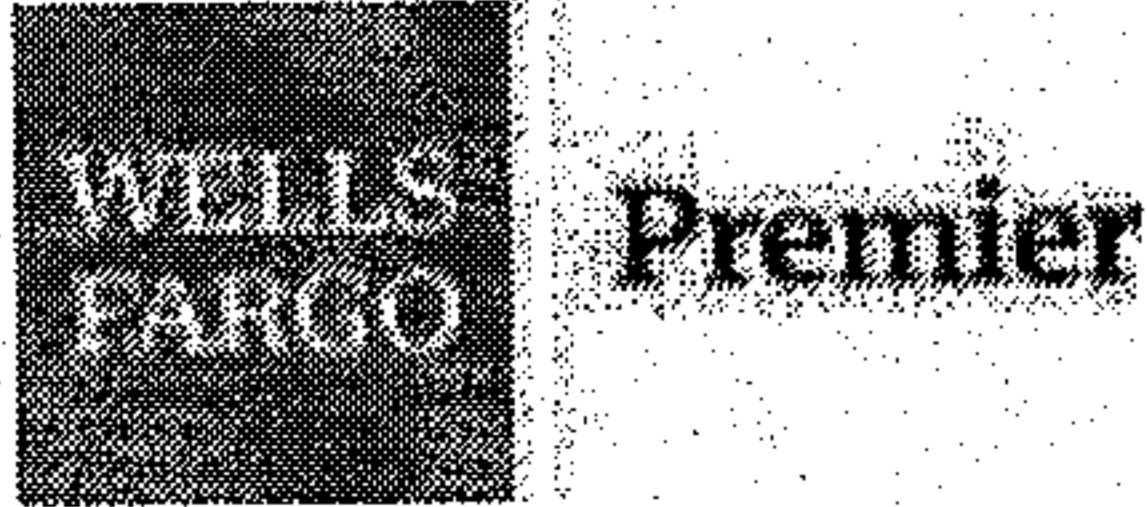
The balances within the "Accounts linked to your Wells Fargo Premier Checking account" section of your statement may not match your statement of record for brokerage products due to differences in statement periods between this statement and the statement for your brokerage products. This section shows balance information from (1) deposit accounts, bank fiduciary and custody accounts, and foreign exchange transactions with Wells Fargo Bank, N.A., (2) brokerage accounts with Wells Fargo Advisors, which is a trade name used by Wells Fargo Clearing Services, LLC, and Wells Fargo Advisors Financial Network, LLC, Members SIPC, registered broker-dealers and separate non-bank affiliates of Wells Fargo & Company; and (3) insurance products offered through non-bank insurance agency affiliates of Wells Fargo & Company and underwritten by unaffiliated insurance companies.

Investment and Insurance Products are:

- **Not Insured by the FDIC or Any Federal Government Agency**
- **Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate**
- **Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested**

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

RSNIP-0222-03190



Wells Fargo Premier Checking

This is your primary checking account

Statement period activity summary

Balance on 2/1	513,241.89
Deposits/Additions	93,226.20
Withdrawals/Subtractions	- 0.00
Balance on 2/28	\$606,468.09

Account number: [REDACTED] 4219

SASHI LATA KUMAR

Wells Fargo Bank, N.A. (Member FDIC)

CALIFORNIA account terms and conditions apply

Questions about your account: 1-800-742-4932

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 1010246091781

Interest summary

Interest paid this statement	\$226.20
Interest earned this statement period	\$226.20
Average collected balance	\$589,634.74
Annual percentage yield earned	0.50%
Interest paid this year	\$444.11
Total interest paid in 2022	\$334.60

Transaction history

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
2/6	Online Transfer From Sashi Kumar Business Checking Xxxxxx1774 Ref #Ib0Hmdj2F3 On 02/03/23		50,000.00		
2/6	Online Transfer From Kanta S Savings Xxxxxxxx1781 Ref #Ib0Hmdj7Wp On 02/03/23		43,000.00		606,241.89
2/28	Interest Payment		226.20		606,468.09
Ending balance on 2/28					606,468.09
Totals			\$93,226.20	\$0.00	

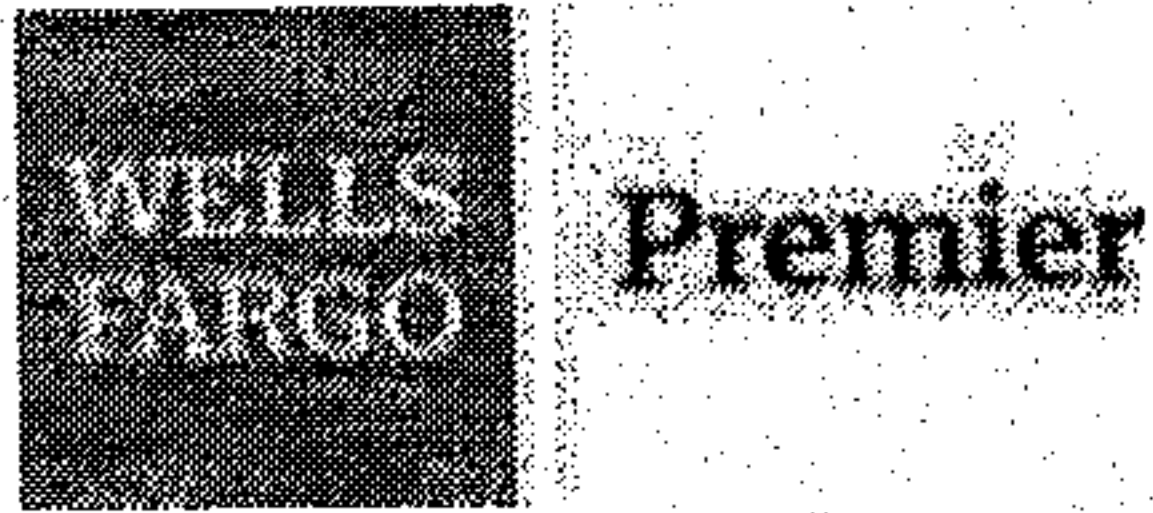
The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Important Account Information

NEW YORK CITY CUSTOMERS ONLY -- Pursuant to New York City regulations, we request that you contact us at 1-800-TO WELLS (1-800-869-3557) to share your language preference.

Important Account Information

The monthly service fee for the Premier Checking account is \$35 and can be avoided each fee period with \$250,000 or more in statement-ending qualifying linked (a) bank deposit account balances (checking, savings, time accounts (CDs), FDIC-insured IRAs) and (b) investment account balances (brokerage available through our brokerage affiliate Wells Fargo



Wells Fargo Premier Checking (continued)

Advisors*,**, applicable bank fiduciary and custody accounts, annuities***,****, and eligible foreign exchange transactions).

*Brokerage products and services are offered through Wells Fargo Advisors. Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC (WFCS) and Wells Fargo Advisors Financial Network, LLC, Members SIPC, separate registered broker-dealers and non-bank affiliates of Wells Fargo & Company.

**Certain brokerage accounts are not eligible.

***Insurance products are offered through non-bank insurance agency affiliates of Wells Fargo & Company and are underwritten by unaffiliated insurance companies.

****If the annuity becomes annuitized, or a periodic payment schedule has been established, the remaining balance will no longer be eligible for qualification.

Investment and Insurance Products are:

- **Not Insured by the FDIC or Any Federal Government Agency**
- **Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate**
- **Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested**

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

RSNIP-0222-03191

Important Account Information

Can we reach you when it's really important?

Don't miss suspicious-activity alerts and critical account information. Please make sure your contact information is current by:

- Signing on to wells Fargo.com or the Wells Fargo Mobile® app and navigating to the Update Contact Information page via My Profile
- Contacting the phone number at the top of your statement
- Visiting a branch

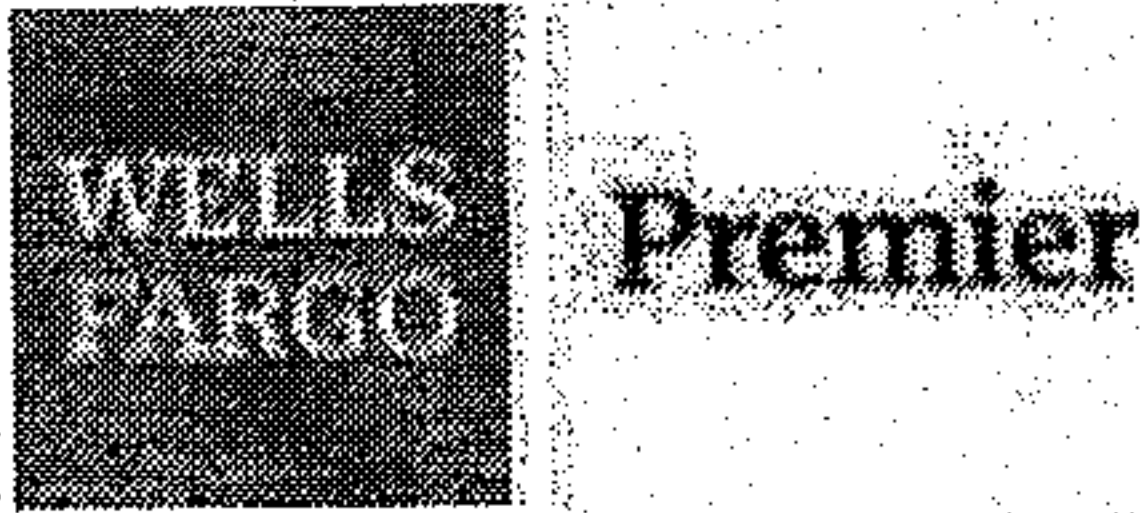
Important Account Information

The new year is a great time to make sure your security settings are up to date. Take a few minutes now to update your passwords, ensure we have your current contact information (mobile phone number, email), set up account alerts, and enable biometric sign on for the Wells Fargo Mobile® app. Learn more at www.wellsfargo.com/securitytools.

Important Account Information

Exclusive Wells Fargo Premier Client Events

As a Wells Fargo Premier client, you have access to a variety of events featuring industry specialists and thought leaders. Visit wellsfargo.com/premierevents to learn more.



Important Information You Should Know

■ To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts:

Wells Fargo Bank, N.A. may furnish information about deposit accounts to consumer reporting agencies. You have the right to dispute the accuracy of information that we have furnished to a consumer reporting agency by writing to us at Overdraft Collection and Recovery, P.O. Box 5058, Portland, OR 97208-5058. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.

■ If your account has a negative balance:

Please note that an account overdraft that is not resolved 60 days from the date the account first became overdrawn will result in closure and charge off of your account. In this event, it is important that you make arrangements to redirect recurring deposits and payments to another account. The closure will be reported to Early Warning Services. We reserve the right to close and/or charge-off your account at an earlier date, as permitted by law. The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.

■ In case of errors or questions about your electronic transfers:

Telephone us at the number printed on the front of this statement or write us at Wells Fargo Bank, P.O. Box 6995, Portland, OR 97228-6995 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

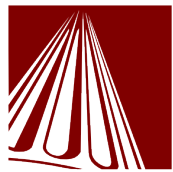
We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

■ In case of errors or questions about other transactions (that are not electronic transfers):

Promptly review your account statement within 30 days after we made it available to you, and notify us of any errors.

- To download and print an Account Balance Calculation Worksheet (PDF) to help you balance your checking or savings account, enter www.wellsfargo.com/balancemyaccount in your browser on either your computer or mobile device.





**Realty Trust
Services**



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected **Realty Trust Services** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Realty Trust Services** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. When they do so, they sign an agency agreement that authorizes the brokerage and the buyer's agent to represent their interests. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

Working With Realty Trust Services- Our Policy On Agency

Realty Trust Services does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but **Realty Trust Services** and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Realty Trust Services** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and **Realty Trust Services** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare

and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you, you can seek representation from another brokerage or you choose to be unrepresented by an agent.

As a buyer, you may also choose to represent yourself on properties **Realty Trust Services** has listed. In that instance, **Realty Trust Services** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Realty Trust Services** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and **Realty Trust Services** will be representing your interests. When acting as a buyer’s agent, **Realty Trust Services** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. If you want to see the Realty Trust Services complete Agency Policy or have further questions feel free to call our broker Andrew W Morris at 440-427-0123.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Sashi L Kumar

Name (Please Print)

Shayal Sashi Kumar

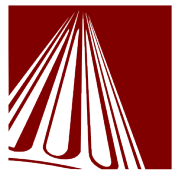
Name (Please Print)

Sashi Lata Kumar dotloop verified 03/13/23 11:51 AM PDT LKHB-TJMD-BXLD-BIEK

Signature Date

Shayal Sashi Kumar dotloop verified 03/13/23 11:55 AM PDT HVYL-XMJL-ZWRC-KQLY

Signature Date



**Realty Trust
Services**



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected **Realty Trust Services** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Realty Trust Services** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. When they do so, they sign an agency agreement that authorizes the brokerage and the buyer's agent to represent their interests. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller

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Sashi L Kumar

Name (Please Print)

Shayal Sashi Kumar

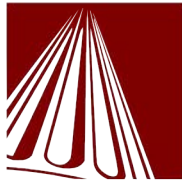
Name (Please Print)

Sashi Lata Kumar dotloop verified 03/13/23 11:51 AM PDT LKHB-TJMD-BXLD-BIEK

Signature Date

Shayal Sashi Kumar dotloop verified 03/13/23 11:55 AM PDT HVYL-XMJL-ZWRC-KQLY

Signature Date



Realty Trust Services



Promissory Note

Promissory Note

\$ 1,000 Date 03/16/2023

4 days from acceptance

ON DEMAND after date, _____ promise to pay to the order of
REALTY TRUST SERVICES ACT / Chicago Title

with interest at ZERO percent per annum for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

DUE DATE _____
ON DEMAND _____



Shayal Sashi Kumar dotloop verified
03/16/23 2:09 PM PDT
GSP-X35-OFBZ-PWIR

Sashi Lata Kumar dotloop verified
03/16/23 3:08 PM PDT
MOR9-FGRM-A3FZ-M7XS

Approved forms – The Cleveland Area Board of REALTORS®



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

Buyer(s): Shayal Sashi Kumar and Sashi Lata Kumar

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Rakesh Baniya AGENT(S) and Realty Trust Services, LLC BROKERAGE

The seller will be represented by Lois Byrne AGENT(S), and Coldwell Banker Schmidt Realty BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Shayal Sashi Kumar dotloop verified 03/16/23 3:09 PM PDT VGEK-BDN5-5UE7-NSWX
BUYER/TENANT DATE

Thong Lou dotloop verified 03/17/23 8:57 PM EDT DGVC-OEHR-8FMS-DRDM
SELLER/LANDLORD DATE

Sashi Lata Kumar dotloop verified 03/16/23 3:08 PM PDT GZBK-ACZX-BF9H-ZDBI
BUYER/TENANT DATE

Holly Yek dotloop verified 03/17/23 9:00 PM EDT VBES-IPHH-GJFY-08RQ
SELLER/LANDLORD DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:



Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



Yes MLS / RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER:** The undersigned Shayal Sashi Kumar and Sashi Lata Kumar offers to buy the

2 **PROPERTY:** Located at 11915 Granger Rd,

3 City Garfield Heights, Ohio, Zip Code 44125.

4 Permanent Parcel No. 54504100, and further described as being: TR 1 ROSEHILL EST #3 0028

5 ALL

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen
12 refrigerator;
13 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning;
14 gas grill; fireplace tools; screen, glass doors and grate; all existing window treatments;
15 ceiling fan(s); wood burner stove inserts; gas logs; and water softener.

16 Also included: _____

17 Fixtures NOT Included: _____

18 _____

19 **SECONDARY OFFER:** This is is not a secondary offer. This secondary offer, if applicable, shall become a
20 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before
21 _____ (Date). BUYER shall have the right to terminate this secondary offer at any time prior to
22 BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the SELLER or
23 the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money
24 within four (4) days and BUYER and SELLER agree to sign an addendum, listing the date for loan application, loan
25 approval, deposit of funds and documents, title transfer and possession.

26 **PRICE:** Buyer shall pay the sum of.....\$150,000

27 Earnest money payable to Act / Chicago Title in the amount of \$ 1,000

28 In the form of a check other: Note Signed _____ which shall be
29 redeemed immediately upon receipt of a binding agreement (as defined

30 on lines 238-246) and _____

31 Balance of cash to be deposited in escrow.....\$149,000

32 Mortgage loan to be obtained by Buyer.....\$0

33 Conventional, FHA, VA, Other CASH

34 _____

35 _____

36 **FINANCING:** Buyer shall make a written application for the above mortgage loan and order appraisal and provide
37 documentation to Seller of said application within n/a days and shall obtain a commitment for that
38 loan no later than n/a days after acceptance of this offer. If the closing date cannot occur by the
39 date of closing due to no fault of either party, any government regulation or lender requirement, the date of closing
40 shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business
41 days. At the Seller's written election, if, despite Buyer's good faith efforts, that commitment has not been obtained,
42 then this Agreement shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest

Page 1 of 6
BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS – Amended: April 2019

SELLER'S INITIALS AND DATE

Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

43 money deposit shall be returned to the Buyer without any further liability of either party to the other or to the Brokers
44 and their agents. (see line 205)

45 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
46 with the lending institution or escrow company on or before 03/30/2023, and title shall be
47 recorded on or about 03/31/2023. Ohio law requires that closing funds over the amount of
48 \$10,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender
49 and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

50 **POSSESSION:** Seller shall deliver possession to Buyer of the property within TOT days by 5 (time),
51 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
52 the Seller free for 0 days. Additional 0 days at a rate of \$0 per day. Insurance coverage
53 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
54 Seller and Buyer.

55 **TITLE:** For each parcel of real estate, Seller shall convey a marketable title to Buyer by general warranty deed
56 and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances
57 whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however
58 created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning
59 ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall
60 furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price, if title to all or part of the
61 parcels to be conveyed is found defective, Seller shall have thirty (30) days after notice to remove title defects. If
62 unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase price
63 or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to
64 each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money to Buyer. For the
65 subsurface estate underlying each parcel of real estate, if all or part of the subsurface mineral, oil or gas rights to
66 the underlying parcels already has been transferred by the Seller, then Buyer can either purchase the property "as
67 is" or declare the contract null and void, in which event the earnest money shall be returned to the Buyer. **Unless**
68 **expressly reserved by the Seller, all payments for any mineral, oil or gas rights shall belong to the Buyer**
69 **effective upon closing.** (see line 205)

70 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, rentals, interest on any mortgage
71 assumed by buyer, condominium, HOA or other association periodic charges or assessments and transferable
72 policies if Buyer so elects. special assessments, city and county charges and tenant's rents, collected or
73 uncollected, shall be prorated as of the date the title has been recorded. Taxes and assessments shall be prorated
74 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land
75 is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price
76 times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the
77 correct tax value of the property as of the date the title has been recorded and pay the current taxes due to the date
78 the title has been recorded. If the property being transferred is new construction and recently completed or in the
79 process of completion at the time the agreement was signed by the parties, the escrow agent is instructed to make
80 a good faith estimate of the taxes to be owed on the value of the improved property to the date the title has been
81 recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they become
82 due and payable after the title has been recorded. The escrow agent is instructed to release the balance of the
83 funds on reserve to Seller once they receive notice from the local county auditor that the taxes on the land and
84 improvements have been paid in full to the date the title has been recorded. Buyer acknowledges that the latest
85 available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller
86 agrees to reimburse Buyer directly outside of escrow for any increase in valuation and the cost of all passed or
87 levied, but not yet certified, taxes and assessments, if any, prorated to the date the title has been recorded. Seller is
88 not aware of any proposed taxes or assessments, public or private, except the following:
89
90

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),

92 Buyer Seller agrees to pay the amount of such recoupment.

93 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
94 Escrow Agent's usual conditions of acceptance.

Page 2 of 6
BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS – Amended: April 2019

SELLER'S INITIALS AND DATE

Property Address: _____

95 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
96 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
97 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
98 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
99 in which case Seller shall pay the entire escrow fee), and h) 0 _____.
100 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
101 \$ 200 _____ from the proceeds due Seller for payment of Seller's final water and
102 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

103 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
104 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
105 deed and any mortgage, d) Act / Chicago Title _____. If the closing
106 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
107 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
108 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and
109 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
110 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
111 which Brokers may disburse to other parties to the transaction.

112 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
113 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
114 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
115 Limited Home Warranty Plan issued by n/a _____. The cost of \$ n/a
116 shall be paid by Buyer Seller through escrow.

117 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
118 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
119 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
120 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
121 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer
122 understands that all real property and improvements may contain defects and conditions that are not readily
123 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
124 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
125 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
126 inspectors regarding the condition and systems of the property.

127 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
128 **need for the inspections listed below.**

129 **Waiver:** (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
130 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
131 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Choice			<u>Inspections</u>	<u>Expense</u>	
	Yes	No		BUYER	SELLER
134	<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME 3 _____ days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
135	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
136	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL WATER..... _____ days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/>	<input type="checkbox"/>
137					
138	<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
139	<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
140	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/ _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
141			WOOD DESTROYING INSECTS		
142	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER.....7 _____ days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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BUYER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE

Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

143 (list other inspections) _____

144 Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:

- 145 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
- 146 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*
- 147 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in
- 148 full force and effect; **OR**
- 149 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
- 150 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
- 151 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
- 152 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
- 153 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
- 154 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
- 155 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
- 156 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
- 157 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned
- 158 to the Buyer. (see line 227) The Buyer and Seller can mutually agree in writing to extend the dates for
- 159 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
- 160 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
- 161 Terminate this agreement if written inspection report(s) identify material latent defects not previously
- 162 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this
- 163 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a
- 164 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*
- 165 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the
- 166 other or to the broker(s) (see line 227).

167 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex
168 offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to
169 inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office
170 for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex
171 offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a
172 sex offender resides in the area of any property Buyer may purchase.

173 **CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased
174 in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential*
175 *Property Disclosure Form* or identified by any inspections requested by either party or any other
176 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional
177 disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not
178 relied upon any representations, warranties, or statements about the property (including but not limited to its
179 condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

- 180 1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller
- 181 2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of
- 182 the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of
- 183 the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

184 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
185 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
186 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
187 received from governmental agencies to inspect or correct any current building code or health violations. If
188 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
189 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in
190 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a
191 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 227)

192 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential
193 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or
194 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property

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RESIDENTIAL PURCHASE AGREEMENT
Yes MLS – Amended: April 2019

SELLER'S INITIALS AND DATE

Property Address: 11915 Granger Rd, Garfield Heights, OH 44125

195 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any mis-statements
196 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
197 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer acknowledges
198 that Brokers and their agents have not made any representations, warranties, or agreements, express or implied
199 regarding the condition or use of the property, including but not limited to any representation that: (a) the basement,
200 crawl space or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling,
201 plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional;
202 (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or
203 lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas,
204 urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is
205 not present on the property. Buyer hereby acknowledges that any representation by Seller or the real estate
206 agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and
207 private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list
208 any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this
209 property (if none, write "none")

210 NONE

211 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
212 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
213 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
214 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
215 earnest money on deposit (see line 227). If such damage is less than ten percent of the purchase price, Seller
216 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

217 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
218 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
219 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
220 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
221 Other _____
222 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
223 **terms in the Purchase Agreement.**

224 **ADDITIONAL TERMS:** Seller to present complete all POS-related work and present POS compliance certificate to
225 buyers before the title transfers.

227 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
228 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
229 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
230 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
231 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
232 the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has
233 been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all
234 events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker
235 against the real estate commission owed the broker as a result of said closing. If said earnest money
236 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or
237 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

238 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
239 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
240 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
241 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
242 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
243 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's

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RESIDENTIAL PURCHASE AGREEMENT
Yes MLS – Amended: April 2019

SELLER'S INITIALS AND DATE

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244 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
245 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
246 calendar days.

247 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

248 BUYER *Shayal Sashi Kumar* dotloop verified
03/16/23 3:09 PM PDT
ATRC-8B3T-VHTZ-8AMN Address _____

249 Print Name Shayal Sashi Kumar _____ ZIP _____

250 BUYER *Sashi Lata Kumar* dotloop verified
03/16/23 3:08 PM PDT
YRS9-CUI7-KCCA-3DWD Date _____ Phone _____

251 Print Name Sashi Lata Kumar _____ Email Shayalssk@gmail.com, caresidential@yahoo.com

252 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
253 funds a commission of \$ _____ or _____ percent (3/2 %) of the

254 purchase price to Andrew W Morris (Selling Broker) Realty Trust Services,LLC (Office)

255 and \$ _____ plus _____ percent (_____ %) of the

256 purchase price to _____ (Listing Broker) Coldwell Banker Schmidt Realty (Office)

257 SELLER _____ Address _____

258 Print Name _____ ZIP _____

259 SELLER _____ Date _____ Phone _____

260 Print Name _____ Email _____

261 Selling Agent Name, RE License Number, Team

Listing Agent Name, RE License Number, Team

262 Leader Name (if applicable), Telephone, Email:

Leader Name (if applicable), Telephone, Email:

263 Rakesh Baniya

Lois Byrne

264 2019007609

325729

265 _____

266 2162187976

(216) 347-9950

267 rakesh@rtserve.com

loisbyrne@ameritech.net

268 Selling Brokers Name, BR License Number,

Listing Brokers Name, BR License Number

269 Telephone and Email:

Telephone and Email:

270 Realty Trust Services, LLC

Coldwell Banker Schmidt Realty

271 9165

2138

272 2163246637

273 iandymorris@gmail.com

Coldwell Banker Schmidt Realty



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

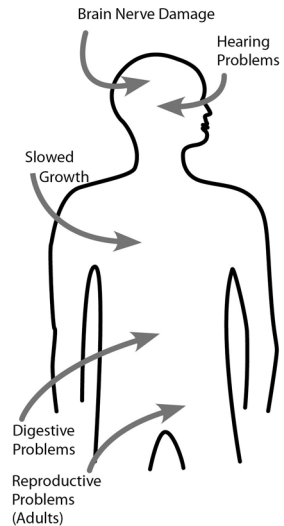
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).