



**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](http://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.

Ambar B Darna1  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

*Ambar B Darna1*  
Signature Date

dotloop verified  
12/14/22 12:37 AM EST  
PIDV-4UFE-PLKT-APYK

\_\_\_\_\_  
Signature Date

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**

*(In Compliance with Federal Law)*

TO: Lila R Darnal & Tika D Lagun - seller and Ambar Darnal - buyer

(Buyer, Seller or Borrower)

PROPERTY ADDRESS: 15412 GREENWAY AVE  
CLEVELAND, OH. 44111

FROM: Rakesh Baniya

(Party making referral)

DATE: 12/13/2022

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	\$3.00 - \$4.00 per \$1,000 Per Contract Sales Price
Over \$150,000 up to \$250,000	Flat fee of \$187.50 + \$4.50/\$1,000	Seller depending on	(Rounded to the nearest
Over \$250,000 up to \$500,000	Flat fee of \$437.50 + \$3.50/\$1,000	purchase price & county	\$100) Depending on county
Over \$500,000 up to \$10,000,000	Flat fee of \$812.50 + \$2.75/\$1,000	location of property	location of property
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	½ of Owner's Title Insurance	per schedule above
Escrow / Service Fee	per schedule above	Escrow / Service Fee	per schedule above
Title Insurance Binder	\$37.50	Title Insurance Binder	\$37.50
Lender's Coverage (simultaneous issue)	\$100	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: *Lilla Ram Darnal* dotloop verified  
12/21/22 2:10 PM EST  
DCBU-4BAL-9UZL-VPII

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: *Tika Devi Lagun* dotloop verified  
12/14/22 12:38 PM EST  
PCBC-4XQL-CBEO-8WHY

Signature: *Ambar B Darnal* dotloop verified  
12/14/22 12:37 AM EST  
8ZDU-V8NL-YFXZ-JM7B



# Realty Trust Services



## Promissary Note

*Promissory Note*

\$ 1,000 Date 12/13/2022

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

 Anbar B Darnal

dotloop verified  
12/14/22 12:37 AM EST  
AM2X-HQQX-INLO-ILRI

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: 15412 Greenway Road, Cleveland, OH 44111

Buyer(s): Ambar B Darnal

Seller(s): Tika Devi Lagun and Lilla Ram Darnal

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_ and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) 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) Rakesh Baniya and real estate brokerage Realty Trust Services, LLC 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.

Ambar B Darnal dotloop verified 12/14/22 12:37 AM EST UK1K-CMWRH-DGZM-F31J  
BUYER/TENANT DATE

\_\_\_\_\_  
BUYER/TENANT DATE

Tika Devi Lagun dotloop verified 12/14/22 12:36 PM EST FNLP-LWAS-28G-Y0XG  
SELLER/LANDLORD DATE

Lilla Ram Darnal dotloop verified 12/14/22 12:36 PM EST AHRD-GXUH-R8A-WSWG  
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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100





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## Representing Both the Buyer & Seller

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Tika D Lagun  
Name (Please Print)

Lilla R Darnal  
Name (Please Print)

Tika Devi Lagun dotloop verified  
12/13/22 4:24 PM EST  
BNP5-4A4C-LDX2-QEPD  
Signature Date

Lilla Ram Darnal dotloop verified  
12/13/22 4:27 PM EST  
BNPN-YLVP-RJ7S-GVQ4  
Signature Date

**Yes MLS / RESIDENTIAL PURCHASE AGREEMENT**  
**OFFER, RECEIPT AND ACCEPTANCE**

1 **BUYER:** The undersigned Ambar B Darnal offers to buy the

2 **PROPERTY:** Located at 15412 Greenway Road,

3 City Cleveland, Ohio, Zip Code 44111.

4 Permanent Parcel No. 025-20-119, and further described as being: \_\_\_\_\_

5 \_\_\_\_\_

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.....\$125,000

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.....\$124,000

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

36  
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42  
Page 1 of 6 BUYER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE

Property Address: 15412 Greenway Road, Cleveland, OH 44111

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 12/23/2022, and title shall be  
47 recorded on or about 12/23/2022. 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: 15412 Greenway Road, Cleveland, OH 44111

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 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.

Table with 5 columns: Choice (Yes/No), Inspections, Expense (BUYER/SELLER). Rows include GENERAL HOME, SEPTIC SYSTEM, WELL WATER, RADON, MOLD, PEST/WOOD DESTROYING INSECTS, and OTHER.

Page 3 of 6 BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT Yes MLS - Amended: April 2019

SELLER'S INITIALS AND DATE

Property Address: 15412 Greenway Road, Cleveland, OH 44111

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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BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT

Yes MLS – Amended: April 2019

SELLER'S INITIALS AND DATE

Property Address: 15412 Greenway Road, Cleveland, OH 44111

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:** \_\_\_\_\_

225

226

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

Property Address: 15412 Greenway Road, Cleveland, OH 44111

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 *Ambar B Darnal* dotloop verified  
12/14/22 12:37 AM EST  
XGZ8-FH0T-ONNI-TCPR Address \_\_\_\_\_  
249 Print Name Ambar B Darnal \_\_\_\_\_ ZIP \_\_\_\_\_

250 BUYER  Date \_\_\_\_\_ Phone \_\_\_\_\_  
251 Print Name \_\_\_\_\_ Email darnalamber@gmail.com

252 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow  
253 funds a commission of \$1800 or \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the  
254 purchase price to \_\_\_\_\_ (Selling Broker) Realty Trust Services, LLC (Office)  
255 and \$ \_\_\_\_\_ plus \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the  
256 purchase price to Andrew W Morris (Listing Broker) \_\_\_\_\_ (Office)

257 SELLER *Tika Devi Lagun* dotloop verified  
12/14/22 12:36 PM EST  
C509-ECAV-NEFF-LWE9 Address \_\_\_\_\_  
258 Print Name Tika Devi Lagun \_\_\_\_\_ ZIP \_\_\_\_\_

259 SELLER *Lilla Ram Darnal* dotloop verified  
12/14/22 12:36 PM EST  
LTZB-R5XC-6GFX-YHHS Date \_\_\_\_\_ Phone \_\_\_\_\_  
260 Print Name Lilla Ram Darnal Email Danieldarnal7@gmail.com, dayaldarnal@gmail.com

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 Rakesh Baniya  
264 2019007609 2019007609  
265 \_\_\_\_\_  
266 2162187976 216-218-7976  
267 rakesh@rtserve.com \_\_\_\_\_

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 Realty Trust Services, LLC  
271 2163246637 \_\_\_\_\_  
272 iandymorris@gmail.com 2163246637  
273 9165 iandymorris@gmail.com

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Property Address: 15412 Greenway Road, Cleveland, OH 44111

#### Lead Warning Statement:

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure of lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i)  Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Buyer's Acknowledgment (initial)

(c)  Buyer has received copies of all information listed above.

(d)  Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgment (initial)

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

*Amber B Dornal* dotloop verified 12/14/22 12:35 PM EST SCDJ-WSGM-3TGB-FKGY

BUYER DATE

BUYER DATE

*Rakesh Banija* dotloop verified 12/13/22 4:01 PM EST XQDL-SCBG-5SCB-BWNO

AGENT DATE

*Toba Devi Lagun* dotloop verified 12/13/22 4:24 PM EST T7XY-QULH-CHGG-ODSC

SELLER DATE

*Lilla Ram Dornal* dotloop verified 12/13/22 4:27 PM EST IZWG-FHUU-VBCO-XNEY

SELLER DATE

AGENT DATE



STATE OF OHIO  
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials  Date 12/13/2022

Purchaser's Initials  Date \_\_\_\_\_

Owner's Initials  Date 12/13/2022

Purchaser's Initials  Date \_\_\_\_\_

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 15412 Greenway Road, Cleveland, OH 44111

Owners Name(s): Tika Devi Lagun and Lilla Ram Darnal

Date: 12/13/2022

Owner [ ] is [x] is not occupying the property. If owner is occupying the property, since what date: 01/04/2022

If owner is not occupying the property, since what date:

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [ ] Yes No [x] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [x] Yes [ ] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? [ ] Yes [x] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [ ] Yes [x] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [ ] Yes [x] No If "Yes", please describe and indicate any repairs completed:

Owner's Initials [Signature] Date 12/13/2022

Purchaser's Initials [Signature] Date

Owner's Initials [Signature] Date 12/13/2022

Purchaser's Initials [Signature] Date

Property Address 15412 Greenway Road, Cleveland, OH 44111

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances?  Yes  No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

Have you ever had the property inspected for mold by a qualified inspector?  Yes  No  
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

**Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.**

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of any **previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?  
 Yes  No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): \_\_\_\_\_

Do you know of any **previous or current** fire or smoke damage to the property?  Yes  No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of any **previous/current** presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?  Yes  No  
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): \_\_\_\_\_

**G) MECHANICAL SYSTEMS:** Do you know of any **previous or current** problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

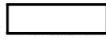
If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years). \_\_\_\_\_

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the **previous or current** presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials  Date 12/13/2022  
Owner's Initials  Date 12/13/2022

Purchaser's Initials  Date \_\_\_\_\_  
Purchaser's Initials  Date \_\_\_\_\_

Property Address 15412 Greenway Road, Cleveland, OH 44111

**I) UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property?  Yes  No

If "Yes", please describe: \_\_\_\_\_

Do you know of any oil, gas, or other mineral right leases on the property?  Yes  No

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.**

**J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:**

Is the property located in a designated flood plain?  Yes  No  Unknown  
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?  Yes  No  Unknown

**K) DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property?  Yes  No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \_\_\_\_\_

**L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS ASSOCIATION:** Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property?  Yes  No

If "Yes", please describe: \_\_\_\_\_

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property).  Yes  No

If "Yes", please describe: \_\_\_\_\_

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property?  Yes  No

If "Yes", please describe: \_\_\_\_\_

List any assessments paid in full (date/amount) \_\_\_\_\_

List any current assessments: \_\_\_\_\_ monthly fee \_\_\_\_\_ Length of payment (years \_\_\_\_\_ months \_\_\_\_\_)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc.  Yes  No

If "Yes", please describe (amount) \_\_\_\_\_

**M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property?

- |                           |                          |                                     |   |                          |                                     |
|---------------------------|--------------------------|-------------------------------------|---|--------------------------|-------------------------------------|
|                           | Yes                      | No                                  |   | Yes                      | No                                  |
| 1) Boundary Agreement     | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4) Shared Driveway                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2) Boundary Dispute       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5) Party Walls                                | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3) Recent Boundary Change | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to any of the above questions is "Yes", please describe: \_\_\_\_\_

**N) OTHER KNOWN MATERIAL DEFECTS:** The following are other known material defects in or on the property:

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials  Date 12/13/2022

Owner's Initials  Date 12/13/2022

Purchaser's Initials  Date \_\_\_\_\_

Purchaser's Initials  Date \_\_\_\_\_

Property Address 15412 Greenway Road, Cleveland, OH 44111

### CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: *Tika Devi Sagun* dotloop verified  
12/13/22 4:24 PM EST  
1YNA-SIUJ-PTHY-02ON

OWNER: *Lilla Ram Darnal* dotloop verified  
12/13/22 4:27 PM EST  
FMVP-0VWZ-TJ5H-JL0K

### RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](http://www.dnr.state.oh.us).

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: *Anbar B Darnal* dotloop verified  
12/14/22 12:35 PM EST  
WLII-XUPH-DP4X-QWCG

PURCHASER: