

THE ZERES GROUP

Purchase & Sales Agreement

Servicing Residential Real Estate Owners in the USA 10130 Perimeter Pkwy, Charlotte, NC 28216 Tel. 7047418366

THIS AGREEMENT between

Seller(s), Bharat Kumar Varma Vegesna & Bhuvaneswari Chintalapati

& Green Group LLC and/or assigns, hereafter called Buyer.

Buyer and Seller shall hereafter jointly be referred to as the "Parties".

THE EFFECTIVE DATE shall be the date when all "Parties" have fully executed agreement.

- 1. Property Address / Parcel ID: 2108 New Hope Church Rd, Chapel Hill, NC 27514 / Parcel: 9872869464
- 2. Total Purchase Price: \$210,000
- 3. Deposit and Payments: Buyer or buyer's party shall pay a deposit of \$\frac{\$1,000}{}\$ in good funds (certified check, cashier's check or wire). The deposit shall be held by a Law Firm of Buyers choosing. Purchase Price should be in good funds (certified check, cashier's check or wire) once closing documents are completed & recorded by the Law Firm handling the closing on or before \$\frac{120}{}\$ days from when the agreement is executed by parties.
- 4. Closings Costs: Title fees, and all other miscellaneous costs are to be paid by the buyer.
- 5. Property Access: Seller(s) to provide buyers with permission to access property for purposes such as walk through evaluations, soil testing, surveys, or repairs. Buyer is to be responsible for taking care of any city/county inspections, applications, or permit approvals before the closing date. Buyer will have 90 days from initial access to the property to perform the requirements needed for closing. Buyer is willing to provide the seller(s) with copies of all mentioned due diligence work for their records. Buyer understands that this will be an as is sale for the Seller(s).
- **6. Title:** This offer is contingent on the Seller providing a clear title to the Buyer. If the seller cannot convey a clear title by the closing date, this agreement is automatically extended for an additional 21 days and survives the first business day after clear title is achieved. Buyer & Seller may choose to terminate agreement if clear title cannot be achieved at the end of the 21-day extension deeming title is insolvable, and the deposit will be return to buyer. The parties each acknowledge that the property may be conveyed via an assignment of equitable & marketable title from the buyer. The terms and conditions of this contract shall bind all successors, heirs, administrators, trustees, executors and assignees of the respective parties.
- 7. Closing: The Seller and Buyer will set closing to be as soon as possible for all parties Any Liens, Encumbrances and or Mortgage(s) owed on the subject property will be satisfied in full at closing. If applicable, any furniture, fixtures, attachments, and debris located in and around property not removed within 1 day of closing becomes ownership of the buyer.
- **8.** Taxes and Other Prorations: If applicable, both Parties agree to prorate taxes, sewer, water, and HOA between parties on the closing date.

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9. Property Maintenance and Casualty Loss: Seller agrees to perform ordinary and necessary maintenance and upkeep of the property and to keep the improvements on the property fully insured until delivery of seller's deed to buyer.

10. Occupancy:

- Property is [X] Vacant Land [] Vacant and will be delivered vacant at closing [] Tenant Occupied
 [] Occupied by seller or family member
- Property [] Will [x] Will Not be occupied at closing by Seller (or family member) or tenant.
- (if applicable) Current tenant lease terms: \$\frac{n/a}{\}\] per month with a lease expiration of \$\frac{n/a}{\}\] and a security deposit of \$\frac{n/a}{\}\] is being held by the current owner. All supporting documentation will be required within 72 hours of the executed agreement, including proof of payments by the tenant. Transfer of security deposit will take place at closing.
- If agreed upon occupancy or vacancy status is not achieved by the closing date, this agreement is automatically extended and survives the first business day for the closing date to be set.
- **11. Entire Agreement:** No prior or present agreements or representations shall be binding upon buyer or seller unless included in this contract. No modification to or change in this contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.
- **12. Disclosure:** Seller understands that Buyer is an investment company looking to benefit financially from the sale of the subject property(s). Seller agrees to allow the Buyer the right to market the property on all websites, including but not limited to the multiple listing services for purposes of pre-marketing, pre-selling and/or partnering with a third party as different investment exit strategies are being explored. This agreement can be assigned or novated to a third party and/or entity of Buyers choosing while under this agreement.
- 13. Failure to Close: If the Buyer fails to close in accordance with this Agreement, the Seller shall be entitled to retain the deposit after the expiration of the property access period unless title cannot be cleared, and this Agreement shall have no further force or effect. If the Seller fails to close by neglecting or refusing to fulfill their responsibilities under this Agreement, including but not limited to completing all required seller information documents; providing necessary information to the assigned paralegal to obtain clear title; ensuring cooperation from all parties involved, including the Seller's legal spouse and/or family members, as needed to execute closing documents; and communicating with the Buyer to provide timely and efficient access to the property in accordance with the agreed-upon timelines, the Buyer shall have the right to either terminate this Agreement or seek specific performance. Specific performance would include a \$25,000 cancellation fee, followed by the filing of a Lis Pendens against the property to protect the Buyer's interests in the event the Seller attempts to breach this legally binding Agreement without consequence. The Seller acknowledges that the Buyer is assuming financial risk and dedicating significant time, effort, and resources to fulfill their obligations under this Agreement to achieve a successful closing. The Seller's full cooperation and performance are essential to the completion of this transaction.
- **14. Attorney's Fees**: In any litigation, including breach, enforcement, or interpretation, arising out of this contract, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses. If the buyer is the prevailing party, the buyer has the right to deduct such fees from seller proceeds.
- **15. Governing Law:** This agreement shall be constituted and enforced in accordance with the laws of the state of the subject property. If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

16. Additional Terms and Conditions:

-Process for property access related to due diligence must be started within the first 30 days by Buyer (ex: receipt of survey order). If this fails to happen, then Seller has the option to terminate the agreement without any penalty & retain the Buyer's \$1,000 deposit.

-Buyer will provide copies of all due diligence related reports to seller when completed. Buyer will communicate updates on a weekly basis to keep seller updated.

17. OFFER: This offer expires __2/14/25 @11:59PM EST

18. Attached Addendums: [k] Marketing and Information Disclosure Addendum

Bliarat kumar Varma Vigisna SELLER: BMATATORUMAR Varma Vegesna

DATE: 2/14/2025 | 1:55 PM PST

Blumaneswari (luintalapati SELLER: BRAND AINES Wari Chintalapati

DATE: 2/14/2025 | 1:57 PM PST

Manuela Londono

BUYER: Manuela Londono O. for Green Group, LLC DATE: 2/14/2025 | 4:57 PM EST