TOWN OF WAREHAM ZONING BOARD OF APPEALS

APPLICATION FOR A PUBLIC HEARING FOR A VARIANCE/SPECIAL PERMIT

Certain uses are allowed in several zoning districts only by means of a Variance and/or Special Permit from the Zoning Board of Appeals. Those uses are indicated in the Wareham Zoning By-Laws. To apply for a Variance/Special Permit from the Zoning Board of Appeals, please do the following:

Complete this form.

Advertising fee paid:

Abutters fee paid:

- Complete information packets. (Directions attached)
- Submit application form and packet to Town Clerk for signature.
- Submit application form and packet to Town Collector for signature.
- Submit completed form, packets, and appropriate fees** to the Zoning Board of Appeals secretary.

*Permits may be issued only after a public hearing. There is a filing fee of \$300.00 per lot, per application for all non-conforming residential lots, whether built upon or not. There is a filing fee of \$750.00 per lot, per application for all commercial applications. In the case of a multi-family development, the fee is \$300.00 plus an additional \$50.00 for every unit over two (2). Please make check payable to the Town of Wareham.

**A check to cover two (2) legal advertisements for the public hearing should be made payable to Wareham Week in the amount of \$100.00.

Check #

**The applicant will also be responsible for the costs of sending out abutter notifications by Certified Mail. The cost is \$6.90 per certified letter to each abutter. Please see Zoning Board secretary for cost of mailings. Please make check payable to the Town of Wareham.

I hereby apply for a Variance/Special Permit for a use to be made of the following described place: 47 Sandwich Road STREET & NUMBER: ZONING DISTRICT: USE REQUESTED: _ OWNER OF LAND & BUILDING: ADDRESS OF OWNER: 100 Rose brook Way Wareham Kaushal PERSON(S) WHO WILL UTILIZE PERMIT: South ADDRESS: DATE: 10/19/2022 SIGNATURE: This application was received on the date stamped here: Date: Town Clerk: Date: Tax Collector: Date: Planning/Zoning Dept.: Check #: Receipt: Application fee paid: Receipt: Check#

Receipt:

TOWN OF WAREHAM

APPLICANT/CONTRACTOR/REPRESENATIVE INFORMATION SHEET

Check One: Variance Special Permit Site Plan Appeal
Date stamped in: Date decision is due
Applicant's Name: Kaushal Bhatt
Applicant's Address: 891 Route 28 South Yarmouth, Ma 02664
Telephone Number: 774 - 810 - 0647
Cell Phone Number:
Email Address: Kqushal bhatt2@yahoo-com
Address of Property/Project: 47 Sandwich Road Wareham, Ma
Landowner's Name: B&N Brown Realty LLC (Bruce Brown)
Owner's Address: 100 Rose brook Way Wareham, Ma (office)
Telephone Number: 508 - 273 - 4950 (office)
Contact Person: haushal Bhatt Telephone Number: 774-810-0647
Map 45 Lot 1014 Zone MR-30
Date Approved Date Denied Building Denial 10/17/2:
Comments: Earliest date allowed Please. Tight closing dates so any expedite or vigency is greatly greatly apprehiated.

Dear Zoning Board Members,

Thank you for your time in reviewing this application. We are seeking to convert the property located at 47 Wareham Road Sandwich Ma into 3 residential units. It is currently vacant but was used as a 3-doctor office building. It currently has 3 front entry/exit ways, 3 rear entry/exit ways, 3 gas meters, 3 zone HVAC, and 4 electric meters.

We are proposing a conversion to 3 residential units consisting of one 1-bedroom unit, one 2-bedroom unit, and one 3-bedroom unit. There are currently 8 designated parking spaces on site. This proposed change does not require structural changes to the building and conforms to the existing layout/division of zones within the building for utilities. Thank you again for your time.

Sincerely,

Kaushal Bhatt





TOWN of WAREHAM

Massachusetts

BUILDING DEPARTMENT

Paul Turner Director of Inspectional Services

October 17, 2022

Mr. Kaushal Bhatt 891 Rt. 28 South Yarmouth, Massachusetts 02559

RE: 47 Sandwich Road/Map # 45, Lot 1014

I have reviewed your building application to change the Use of the existing three unit professional building into three residential rental apartments located at 47 sandwich Road Wareham, Massachusetts. At this time I must deny your request.

The existing structure under the proposed Use will be lacking minimum lot area, frontage, front setback, side setback and rear setback.

Your application is being denied under the following section of the Wareham Zoning By-Laws:

Article 6: Density and Dimensional Regulations, 620 Table of Dimensional Regulations.

Minimum lot area,

Minimum Frontage,

Minimum Front, side and rear Setback.

Therefore, a Variance must be secured from the Zoning Board of Appeals in order to proceed with your request to convert the existing structure into three residential units.

The subject dwelling is located in MR-30 Zoning district.

Respectfully,

Paul Turner

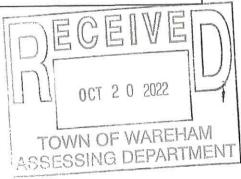
Building Commissioner Zoning Enforcement Officer

It is the owners' responsibility to check with other departments, i.e. Health, and conservation, etc. to ensure full compliance.

In accordance with the provisions of MGL chapter 40A §§ 15, you may apply to the Zoning Board of Appeals for the above noted relief within thirty (30) days of receipt of this letter.

TOWN OF W.	TOWN OF WAREHAM ABUTTERS					
MAP 45 LOT 1014 300	1014 300'					
OWNER B AN	OWNER B AND N BROWN REALTY LLC					
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134-F6	MADEIRA JOSE O	MADEIRA NATALIA	147 BRIDLE RD	BILIFRICA	N A M	-
134-F7	GANETO ELSIE M LIFE ESTATE		44 SANDWICH RD	WAREHAM	MA	02571
45-F46	DAMAS REALTY LLC		16 SCARLET COURT	NO EASTON	MA	02356
45-F55/B	DAMAS REALTY LLC		16 SCARLET COURT	NO EASTON	MA	02356
134-F8	GAGO KELLY G RENEY		46 SANDWICH RD	WAREHAM	MA	02571
45-1013	DAMAS REALTY LLC		16 SCARLET COURT	NO EASTON	MA	02356
45-1012	SCOTT MARKHAM		16 INDIAN NECK RD OFF	WAREHAM	MA	02571
45-1014	B AND N BROWN REALTY LLC		47 SANDWICH RD	WAREHAM	MA	02571
134-F9/A	VARGAS PEDRO J	VARGAS KAREN J TRUSTEES	48 SANDWICH RD	WAREHAM	MA	02571
45-1011	ANDREWS KELLEY J		14 INDIAN NECK RD	WAREHAM	MA	02571
134-TB	VARGAS DANA R		50 SANDWICH RD	WAREHAM	MA	02571
45-1015	WAREHAM HOUSING AUTHORITY		57 SANDWICH RD APT 51	WAREHAM	MA	02571
45-F47	SPROLES ANGELE M		41 SANDWICH RD	WAREHAM	MA	02571
CERTIFIED A	CERTIFIED ABUTTERS AS THEY APPEAR					
ON OUR TAX	ON OUR TAX ROLLS AS OF 10/20/2022					
12/2	on alive					
ASSESSORS OFFICE)FFICE					
REQUESTED BY	BY					
KAUSHAL BHATT	АТТ					
774 810-0647	7					
KAUSHALBH,	KAUSHALBHATT2@YAHOO.COM					

HAM * MAG	Town Of Wareham Assessors Office
	Request for Abutters List
Contact Information	Kaushal Bhatt
Phone	774-810-0647
Email	Kaushalbhat+2@yahoo.com
Eman	naushall Matte janob. Com
Date of Request	10/20/2022
Property Information	
Owners Name	Bruce Brown Aba B&N Brown Realty 47 Sandwich road Wareham Ma
Property Location	47 Sandwich road Wareham, Ma
Map/Lot	45/1014
Distance Required	
Direct	
100'	
300'	X
500'	
Which Board are you appearing before?	2BA-Board of Appeals
	PLEASE ALLOW 7-10 DAYS FOR PROCESSING
	* Any Vigency appretiated please
Manager and the second	





PURCHASE AND SALE AGREEMENT

This24 th day of August 2022

1. PARTIES AND MAILING ADDRESS

Bruce Brown, in his capacity as Manager for the B&N Brown Realty LLC, hereinafter called the SELLER, agrees to SELL and Ghanshyam Kaushalendra Mahendra Bhatt, collectively hereinafter called the BUYER (SELLER and BUYER are sometimes hereinafter collectively referred to as the "Parties"), agrees to BUY, upon the terms hereinafter set forth, the following described premises: 47 Sandwich Road, Wareham, Massachusetts.

2. **DESCRIPTION**

The land with buildings and improvements thereon being described as 47 Sandwich Road, Wareham, Massachusetts, in a deed registered with the Plymouth County Registry of Deeds in Book 14451 Page 116.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS AND FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, and all built-ins. Included are: all appliances per MLS

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed, running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building, zoning, health and environmental laws:
- (b) Such taxes for the then current years as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of closing;
- (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or interfere with the current use of said premises.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price of Three Hundred and Forty Seven Thousand Five Hundred Dollars and 00/100 dollars (\$347,500.00), of which:

\$ \$347,500.00	TOTAL
	Attorney's IOLTA check or wire to Seller's attorney.
\$ 327,500.00	Are to be paid at the delivery of the deed by MA
\$	To be paid at signing of this Agreement
\$ 1000.00	Paid to bind the Initial Offer

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered on September 30th, 2022. The closing shall take place at the buyer's attorney's office. It is agreed that time is of the essence as to each provision of this agreement.

Notwithstanding anything to the contrary contained herein, the purchase price funds received at the closing shall be held in escrow by SELLER'S counsel until the BUYER'S attorney has completed a final rundown of title to insure compliance herewith and has recorded the Deed at the Plymouth

Registry of Deeds on the day of closing. Seller is not obligated to attend, provided all original documents required for recording are delivered to the Buyers Attorney at or before the closing.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of tenants and occupants and in broom-clean condition, is to be delivered at the time of the delivery of the deed or at the end of any use and occupancy period if applicable, said premises to be then (a) in the same condition as they were at time of Buyers inspection, reasonable use and wear thereof excepted, and (b) not in violation of zoning, health and environmental laws, and in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereof shall be extended for a period of up to thirty (30) days or 1 business day before the Buyer's rate lock expiration date, whichever is shorter..

BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the Property without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 4. In the event of a title matter for which the BUYER's title insurance company is willing to issue so-called "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement; whereupon this Agreement shall be null and void and without further recourse to the parties hereto.

11. FAILURE TO
PERFECT TITLE OR
MAKE PREMISES
CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the elections, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premise shall have been damaged by fire or casualty insured against, the BUYER shall have the option, unless the SELLER has previously restored the premises to their former condition, either

- (a) To have the SELLER pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restorations,
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so received or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration, or
- (c) to terminate the transaction and receive the return of all funds paid by BUYER, whereupon the obligations of the parties shall cease without further recourse

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, except a discharge of any current institutional mortgage being paid from the proceeds of this sale may be obtained and recorded promptly after closing as is customary in local real estate practice. It is understood and agreed that with respect to mortgages held by so-called "private" or "hard-money" lenders, Discharges of same shall be provided at the time of closing, unless discharges are recorded prior to the closing.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows: *Type of Insurance*Amount of Coverage

(a) Fire and Extended Coverage \$\ as presently insured All risk of loss to remain with SELLER until recording of deed.

16. ADJUSTMENTS

Real estate taxes for the then current fiscal year, shall be apportioned and fuel value, if any, shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. SELLER shall obtain and provide BUYER with a copy of the final reading for any such apportionment/adjustment at least fourteen (14) days before the Closing.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceeding for an abatement unless herein otherwise agreed.

18. BROKER'S FEE

A Broker's fee for professional services rendered is due from Seller to Jack Conway, if and only if, as and when Seller receives the full purchase price as agreed hereunder and Buyer shall have accepted and recorded Seller's Deed and not otherwise. Jack Conway shall pay a co-broke fee as per MLS to the Buyers Broker, LAER Realty, upon the recorded of the deed from Seller to Buyer. By execution of this Agreement, BUYER and SELLER hereby authorize the release to the broker(s) named herein, of the HUD/Closing Disclosure/ALTA Settlement Statement or similar closing statement signed by the Parties pursuant to this Agreement.

19. BROKER(S) WARRANTY

The Broker(s) named herein warrants that he/she/they is/are duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT

All deposits made hereunder shall be held in a federally insured escrow account by Jack Conway as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by final decree of a court of competent jurisdiction. No interest shall be paid on the deposit.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER may be retained by the SELLER as liquidated damages and this shall be SELLER'S sole and exclusive remedy at law and equity for any breach of this Agreement by BUYER. The Parties acknowledge and agree that Seller has no adequate remedy in the event of BUYER'S default under this Agreement because it is impossible to compute exactly the damages which would accrue to SELLER in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER's default hereunder, (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have had the benefit of counsel with regard to the provisions of this paragraph.

22. RELEASE BY HUSBAND OR WIFE

The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

23. BROKER AS PARTY

The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

24. LIABILITY OF TRUSTEE, SHAREHOLDER BENEFICIARY If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The Buyer acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): excluding those per MLS listing #730081647.

26. MORTGAGE CONTINGENCY CLAUSE

In order to help finance the acquisition of said Premises, the BUYER shall apply for first mortgage loan from a conventional bank or other institutional mortgage lender of not more than \$300,000 payable at interest rates and on terms and conditions currently prevailing in Massachusetts for the purchase. If the BUYER, having made such application in good faith, does not obtain a firm, written, unconditional commitment from Buyer's Lender for such a loan on or before September 26th, 2022, the BUYER may terminate this Agreement by written notice (as described below) to the SELLER prior to the expiration of such time, whereupon any and all payments made under this Agreement shall be forthwith refunded to BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a mortgage loan application conforming to the foregoing provisions on or before three (3) business days from the date BUYER receives a fully executed copy of this Agreement from SELLER or SELLER's agent(s). BUYER shall not be obligated to apply to more than one (1) lending institution pursuant to this Paragraph. Any request made pursuant to the terms of the notice provision in this Agreement, requesting an extension of the mortgage contingency deadline detailed herein shall reserve the BUYER's rights to terminate this Agreement and return of all deposit funds as contemplated herein irrespective of whether such notice specifically states that absent granting of the extension this Agreement shall be deemed terminated.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other materials so as to make it inaccessible to children under six years of age.

29. SMOKE DETECTORS and CARBON MONOXIDE DETECTORS

OMITTED.

30. ADDITIONAL PROVISIONS

Rider(s), if any will be incorporated by reference. This Agreement is subject to the Seller finding suitable housing on or before the closing date.

FAXED, SCANNED AND/OR ELECTRONIC SIGNATURES ON THIS DOCUMENT SHALL HAVE THE SAME EFFECT AS DELIVERY OF A SIGNED ORIGINAL.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED A LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

dotloop signature verification: dtlp.us/lfOv-llvl-k2Ku DigiSign Verified: 15D138FB-4EB1-40AF-AE75-C5228B89568A

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Executed this 24 day of August 2022

Bruce Brown	Ghanshyam Kaushalendra Mahendra Bhatt	dotloop verified 08/24/22 6:38 PM EDT 3EXI-5MSN-FGCT-WBEU
SELLER:	BUYER:	
SELLER:	BUYER:	

RIDER A

This rider shall be incorporated by reference as part of the Purchase and Sale Agreement. In the event that this Rider is in conflict with any provision of the Agreement, this Rider shall control and prevail.

1. Notices. All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested, faxed, emailed; or sent by USPS overnight express mail or other overnight delivery service, addressed to the BUYER or the SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail, on the date of delivery set forth in the receipt, or in the absence of a receipt three (3) business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given by any other form permitted by law.

Notice to seller:
Andrew J. Bulman, Esq.
andrew@massrealestatelaw.com
183 Columbia Road, Suite 202, Hanover, MA
02339
(855) MASSLAW
(617) 936-0169 Fax

Notice to buyer:
Vincenzo Pes
235 Merrimac
Methuen, MA
P: 978-557-97
E: AttorneyPe

Vincenzo Pesce, Esq.
235 Merrimack Street
Methuen, MA 01844
P: 978-557-9700
F:978-557-9701
E: AttorneyPesce@gmail.com

Any such notice so mailed shall be deemed properly served or delivered, if by hand or by facsimile transmission, or via email.

- Any title or practice matter arising under or relating to this Agreement which is the subject of a title practice, or ethical standard
 of the Massachusetts Real Estate Bar Association ("REBA") shall be governed by said standard to the extent applicable and to
 the extent such title or practice standard does not contradict any expressed term or condition of this Agreement.
- 3. The parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned signatures shall be construed as original, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.
- 4. If this Agreement or any other provision by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
- 5. By executing this Agreement, the Buyer and Seller hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the Buyer and Seller shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them.

- 6. Both Buyer and Seller hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.
- 7. Access. BUYER and/or BUYER'S agent shall have the right of access to the premises prior to the closing at a time convenient to the Seller, to obtain quotes and estimates for repairs, and to obtain measurements for furnishings upon reasonable notice to SELLER or BROKER and provided that such access shall be coordinated through and be in the presence of SELLER or BROKER. SELLER agrees to cooperate with BUYER in connection with any inspections that may be required of the property. Visits to be limited to Three (3) Separate occasions (not inclusive of the final walkthrough).
- 8. <u>Maintenance of Premises</u>: Between the date hereof and the closing, SELLER shall maintain and service the premises and its appurtenances at the same or greater level of effort and expense as SELLER has maintained or serviced the premises for SELLER's account prior to this Agreement.
- 9. Good and Clear Record; Marketable Title: It is understood and agreed by the parties that the premises shall be in compliance with the provisions of this Agreement only if:
 - (a) All buildings, structures and improvements on the Premises, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), septic systems and all other improvements intended to be included in the sale and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity unless pursuant to a duly recorded easement;
 - (b) No building, structure, improvement, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), way(s) or property of any kind encroaches upon, over or under the Premises from other premises unless pursuant to a duly recorded easement:
 - (c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's policy of title insurance, at normal premium rates for such policies, subject only to the exceptions permitted under Paragraph Six (6) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy;
 - (d) BUYER's survey or mortgage plot plan indicates that no structure or improvements situated upon the Premises violates said zoning ordinances or by-laws or provisions of M.G.L. chapter 40A, unless such structures or improvements are validly nonconforming in accordance with said ordinances, by-laws and general laws; and
 - (e) All existing utilities servicing the Premises are provided directly from a public street or private way, or via validly recorded easement with perpetual right of use.
- (f) The Premises abut and have vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Premises are located and the Premises and all buildings and improvements thereon have unrestricted and unencumbered vehicular and pedestrian access to such public way;
- (g) Certificates of Compliance for any outstanding Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing;

It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement.

- 10. The SELLER represents that the following information is true and accurate as of the date of this Agreement and shall remain true and accurate as of the date of Closing. The SELLER shall immediately notify BUYER if, between the date of closing and execution of the Purchase Agreement, SELLER becomes aware of any matter that would change the accuracy of any representation, whereupon BUYER shall have the right to terminate this Agreement:
 - (a) The premises are equipped with all necessary utilities, including without implied limitation, electricity, gas (if available in the street), telephone and cable television;
 - (b) SELLER has complete and unencumbered ownership of all fixtures, fittings and equipment located in the PREMISES;

- (c) There is no pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement. In the event that SELLER files for bankruptcy, or if involuntary proceedings are instituted against SELLER, BUYER may, at BUYER's election, terminate this Agreement by written notice to the SELLER whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto;
- (d) There are no leases, rental arrangements, option to purchase agreements or purchase and sale agreements (other than this Agreement) involving the Property which will be binding upon the Purchaser after the Date of Closing or would have an adverse effect on the Property or SELLER's ability to consummate the transactions contemplated hereby;
- (e) There are no lawsuits, actions, orders, decrees, claims, writs, injunctions or proceedings pending or threatened against the SELLER or affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the Premises;
- (f) SELLER has no knowledge of any municipal betterments affecting the PREMISES approved, pending, proposed or contemplated by the Municipality which is likely to result in an assessment against the PREMISES;
- (g) other than reasonable quantities of normal household products, SELLER has no knowledge of any release of any toxic or hazardous substances (as same is contemplated by MGL Ch 21E) and no such toxic or hazardous substances have been used, released, generated, stored, treated, disposed of, or otherwise deposited, in, on, about or from the Premises, including without limitation oil, asbestos and/or chlordane;
- (h) SELLER has received no written notice from any municipal, county, state or federal agency asserting or alleging that the Premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings and has no knowledge of any such violations;
- (i) Seller has not been required to carry flood insurance on the premises.
- (j) SELLER is not aware of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings pending or threatened against the SELLER or affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the Premises;
- (k) SELLER represents that SELLER has no knowledge of any municipal betterments affecting the Premises approved, pending, proposed or contemplated by the Town which is likely to result in an assessment against the Premises;
- (I) SELLER has no knowledge of the occurrence of any substantial damage to the Premises by fire, vandalism, or other casualty (whether or not insured against, and whether or not previously repaired or restored);
- (m) that at the time of the Closing, there will be no contracts, oral or in writing, involving the Premises which will be binding upon BUYER or affect the Premises in any manner;

Except as otherwise herein provided, the representations and warranties contained in this Agreement refer to the date of execution of this Agreement and shall survive the delivery and recording of the Deed. SELLER will promptly notify BUYER of any change in facts, which SELLER becomes aware of, which arise prior to the Closing which would make any such representation or warranty untrue if such state of facts had existed on the date of execution of this Agreement ("SELLER Notice") and unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have the option of canceling this Agreement by notifying the SELLER thereof in writing in which event all deposits made by the BUYER hereunder, together with the accrued interest, shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.

11. <u>Delivery of Documents</u>: SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may reasonably and customarily be required by BUYER's attorney, including, without limiting the generality of the foregoing, certifications or affidavits with respect to: (i) persons or parties in possession of the premises; (ii) facts or conditions which may give rise to mechanic's or

materialmen's liens; (iii) absence of urea formaldehyde on the premises; (iv) tax reporting information; and (v) a closing disclosure.

- 12. <u>IRC Section 1445(b)(2)</u>: SELLER hereby warrants and represents that (i) neither SELLER is a "foreign person" as defined by the Internal Revenue Code ("IRC"), Section 1445, and (ii) SELLER shall execute and deliver to BUYER at closing an affidavit or certificate in compliance with IRC Section 1445(b)(2) and the applicable regulations thereunder. SELLER acknowledges that if SELLER fails to deliver a completed non-foreign certificate, then BUYER shall be authorized to withhold from the closing proceeds an amount equal to fifteen percent (15%) of the gross amount to the Internal Revenue Service, as required by the Act. SELLER does hereby forever release and discharge BUYER from all liability resulting from, or arising out of, BUYER's good faith compliance with the requirements of the Act.
- 13. SELLER hereby agrees to provide payoff statements for all of SELLER's Mortgagee(s) or other security holder(s) and in connection therewith will instruct any equity mortgage lender to freeze the equity account, or will assist BUYER's attorney in obtaining payoff information from SELLER's Mortgagee(s) or other security holder(s) and in connection therewith will authorize any equity mortgage lender to freeze the equity account. In the event closing does not take place, BUYER or BUYER's attorney will authorize lender to free-up the account.
- 14. Simultaneously with the delivery of the Deed, SELLER shall assign to BUYER all transferable warranties, service contracts, or agreements which are in force and effect, if any, as to all appliances, fixtures or other equipment or property to be conveyed to BUYER hereunder. In the event no documentation of the foregoing is provided, however, SELLER shall nevertheless be deemed to have assigned to BUYER (non-recourse to SELLER), if assignable at no additional cost to SELLER, any and all service contracts, warranties and/or guarantees, if any, covering any and all systems, fixtures, equipment and appliances as well as those covering any termite or other pest treatments in connection with the PREMISES.
- 15. NO WARRANTY "AS IS" CONDITION: SELLER makes no warranties, either express or implied, as to the condition of the Premises except those contained in the MLS listing or the Seller disclosure statement. By execution of this Agreement, BUYER acknowledges for BUYER and Buyer's successors, heirs and assignees, that BUYER has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of BUYER'S choosing, and that in purchasing the property, BUYER is not relying on SELLER or its agents with regard to the condition of the property and/or any improvements thereon. The closing of this transaction and recording of the deed shall constitute an acknowledgment by the BUYER that THE PREMISES AREACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS IS" CONDITION AS OF THE DATE OF BUYER'S OFFER, REASONABLE WEAR AND TEAR EXCEPTED, BASED ON BUYER'S OWN INSPECTION.
- 16. POST-CLOSING ADJUSTMENTS AND COMPLIANCE: If, within ninety (90) days of closing, any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for such error or omission) and written notice is given to the party to be charged, then such party agrees to make payment to correct the error or omission.
- 17. ADDENDUM TO PARAGRAPH 9. The Premises are to be in broom-clean condition, free of Seller's personality, including without limitation all debris, trash and items stored in the basement, attic, crawl spaces, under-porch/deck areas, shed(s), yards, garage, if any and the grounds maintained. All appliances and operating systems and the condition of the Premises, including plumbing, heating and utility, are to be in the same working order at the time of closing as they were on the date of the Buyer's home inspection. Seller agrees that Buyer may perform the customary "walk-through" of the Premises to confirm that Seller has complied with the covenants of this Paragraph. Simultaneously with the delivery of the deed, Seller shall assign to Buyer all contracts and warranties, if any, relative to all appliances and operating systems at the Premises that are assignable and in the possession of Seller. Seller shall also provide Buyer with all owners' manuals in Seller's possession relative to such appliances and systems. Additionally, Seller shall at closing deliver to Buyer all keys to the Premises.
- 18. ADDENDUM TO PARAGRAPH 10. The Seller's ability to extend the time for performance pursuant to Paragraph 10 hereof is conditioned upon the Buyer's mortgage commitment remaining in full force and effect with no adverse changes in the terms thereof. The term commitment under this paragraph relates to the commitment to provide financing as well as to the rate of interest to be charged to the Buyers. Notwithstanding the above, the Seller shall have the option to pay any costs associated with extending Buyer's rate lock and or mortgage commitment. Paragraph 10 of this agreement shall be construed to apply to matters affecting title and compliance of the Premises with municipal, county, state or federal codes, ordinances, statutes or regulations concerning the premises and to which the premises are subject under the terms of this agreement. Paragraph 10 shall not, however, be construed to excuse Seller from vacating the premises or delivering the premises in broom-clean condition including the removal of all personal belongings at the time set for performance hereunder for reasons such as unavailability of movers, inconvenience or other such delays in performance hereunder.
- 19. "[O]btaining mortgage financing" shall mean the issuance of a firm written commitment letter from Buyer's Lender to grant financing without any contingencies that are beyond the Buyer's control. Lender's appraisal value must equal or exceed the

purchase price. Diligent efforts as contained in Paragraph 22 shall not require Buyers to apply to more than one mortgage lender. In the event BUYER applies for an FHA, VA, or USDA loan, SELLER consents to, and agrees to cooperate with BUYER in executing any Governmental forms required by BUYER's lender so long as same do not impose any additional liability or financial obligation on the SELLER other than as set forth in this agreement.

- 20. Seller represents that with respect to any work SELLER has caused to be undertaken at the Premises during Seller's term of ownership, such work was performed pursuant to building permits, if so required by the Municipality, with said permit(s) having received final sign-off and closure by the Building Inspector of the Municipality ("Inspector") and that SELLER has no knowledge of any "open" building permits. In the event that there are any such "open" building permits, then SELLER shall obtain a final sign off by the Inspector for said "open" building permits prior to closing. In the event SELLER has caused work to be done to the Premises without obtaining the requisite permits, then SELLER shall obtain a final sign off by the Inspector for said work prior to closing.
- 21. If the Premises are affected by a locus specific Order of Conditions issued by the Conservation Commission for the Town/City in which the Premises are situated Seller shall provide Buyer or lender's counsel with a Certificate of Compliance for said Order of Conditions prior to Closing.
- 22. In the event the Seller is a natural person, Seller shall execute the deed personally. It is agreed that a deed executed under a Power of Attorney shall not constitute a satisfactory deed under Paragraph 4 of this Agreement.
- 23. Buyer and Seller acknowledge that they have been informed that Buyer's Attorneys may be asked to provide legal services on behalf of the mortgage lender for the mortgage loan closing in addition to the representation of Buyer in this transaction and that both Buyer and Seller have no objection to and consent to this dual representation of Buyer and Lender by Buyer's attorney.
- 24. Pursuant to the so-called "Integrated Disclosure Rule" ("TRID") issued by the Federal Consumer Finance Protection Bureau ("CFPB") regulations, lenders/Creditors are required to deliver all final figures and the Closing Disclosure form to the BUYER/Consumer at least three (3) business days prior to the Closing/Consummation. As a result, the Parties and their respective real estate brokers/agents, and/or their respective counsel, agree that they must provide the lender/Creditor's closing agent with all final figures, readings, adjustments and the like as specified in this Agreement (such as water, sewer, real estate taxes, oil in tank, HOA fees, etc.), at least ten (10) days prior to Closing/Consummation. If the BUYER's lender/Creditor is required to give the BUYER new disclosures in accordance with the CFPB regulations or any other such regulation which will require extension of the date for the time of performance contained herein, the SELLER hereby agrees to extend said Closing/Consummation date so that the BUYER's lender/Creditor is in compliance with the CFPB, any such other regulation, and the time periods as required thereunder, without prejudice to the BUYER or the BUYER's deposit. No claim, counterclaim or cause of action for any loss or damage resulting from an extension hereunder, shall be initiated or maintained by SELLER against BUYER or by BUYER against SELLER, unless caused by breach of the terms of this paragraph.
- 25. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.
- 26. The closing attorney shall use its best reasonable efforts to record the appropriate closing documentation at the Registry of Deeds on the Closing date. The Parties understand, however, that depending on the time and location of the Closing, the documents may not be recorded until the following business day. If this occurs, BUYER shall not be considered to be in default with the terms of this Agreement.
- 27. The Closing Disclosure is a loan document that contains Non-Public Personal Information (NPPI). The Buyer and Seller, as well as their respective agents, acknowledge that the Buyer's lender may not authorize the release of the Closing Disclosure at time of closing. In order to comply with the new TRID standards, the Buyer's lender's closing attorney will not release a copy of the Closing Disclosure to any third parties involved in the transaction. Instead, the Buyer and Seller authorize the Buyer's lender's closing attorney to provide a copy of the ALTA Settlement Statement to third parties at closing.
- 28. Sellers warrant and represent that Sellers owns the heating and hot water system.

Sellers warrant that there is no on-site subsurface sewage disposal system on the Property. This provision shall survive the delivery of the deed; or in the event that the Property are serviced by a subsurface sewage disposal system, then the Sellers shall comply with the requirements of Title 5 and provide the Buyers with a certificate of compliance at closing.

29. Buyer and Seller agree that if either party (a "Delayed Party") is unable to perform any of their contractual obligations pursuant to this Agreement ("Agreement") due to any of the following:

- (a) Quarantine ordered by a government authority or an attending physician;
- (b) Inability, due to the COVID-19 emergency, of a third party (vendor, agent, lender, title insurer, attorney, insurance company, utility company, or governmental agency), to perform or provide a service that is necessary to the transaction; ; or
- (d) A similar scenario related to the COVID-19 emergency that is beyond the reasonable control of the Delayed Party; (each of the foregoing referred to as a "Condition"), then upon written notice from the Delayed Party to the counter party that a Condition exists, the closing date shall automatically be extended to ten (10) business days after the resolution of the Condition, but in no event beyond thirty (30) days after the original closing date set forth in the Agreement, provided that the extension shall be in effect only so long as Buyer's mortgage commitment remains in effect upon the same or better rate, terms and conditions without payment of additional fees, and provided further that Seller shall have the option to pay any lender fees to extend the rate lock or commitment. In the event that the extension expires before the Condition is resolved, then unless the parties agree in writing to an additional extension of time, all deposit monies shall be returned to the Buyer, and Buyer and Seller shall have no further obligations under the Agreement.
- 30. Seller represents that any and all improvements and/or renovations completed or commenced during Seller's ownership of the premises have been completed pursuant to duly issued and approved permits. All permits have been signed off and closed. The provisions of this paragraph shall survive the delivery of the deed.
- 31. WIRE FRAUD WARNING. Wire fraud is on the increase. Be suspicious of all requests to wire money, even a request appearing to come from your own attorney or real estate agent. Before sending a wire, ALWAYS verify the correct wiring instructions with the actual intended recipient using contact information known by you to be correct or independently verified. Phone verification is best. DO NOT simply reply to or trust the contact information in an email that tells you to send a wire. Wiring instructions seldom if ever change during a transaction, so be highly suspicious of any changes to wiring instructions previously verified. The lawyers, law firms, real estate agents and real estate brokerage companies in this transaction are not responsible for any wire sent by you based on fraudulent, falsified or altered wiring instructions.
- 32. By signing below each party acknowledges that they have had ample time to have an attorney of their choice review this Agreement on their behalf.

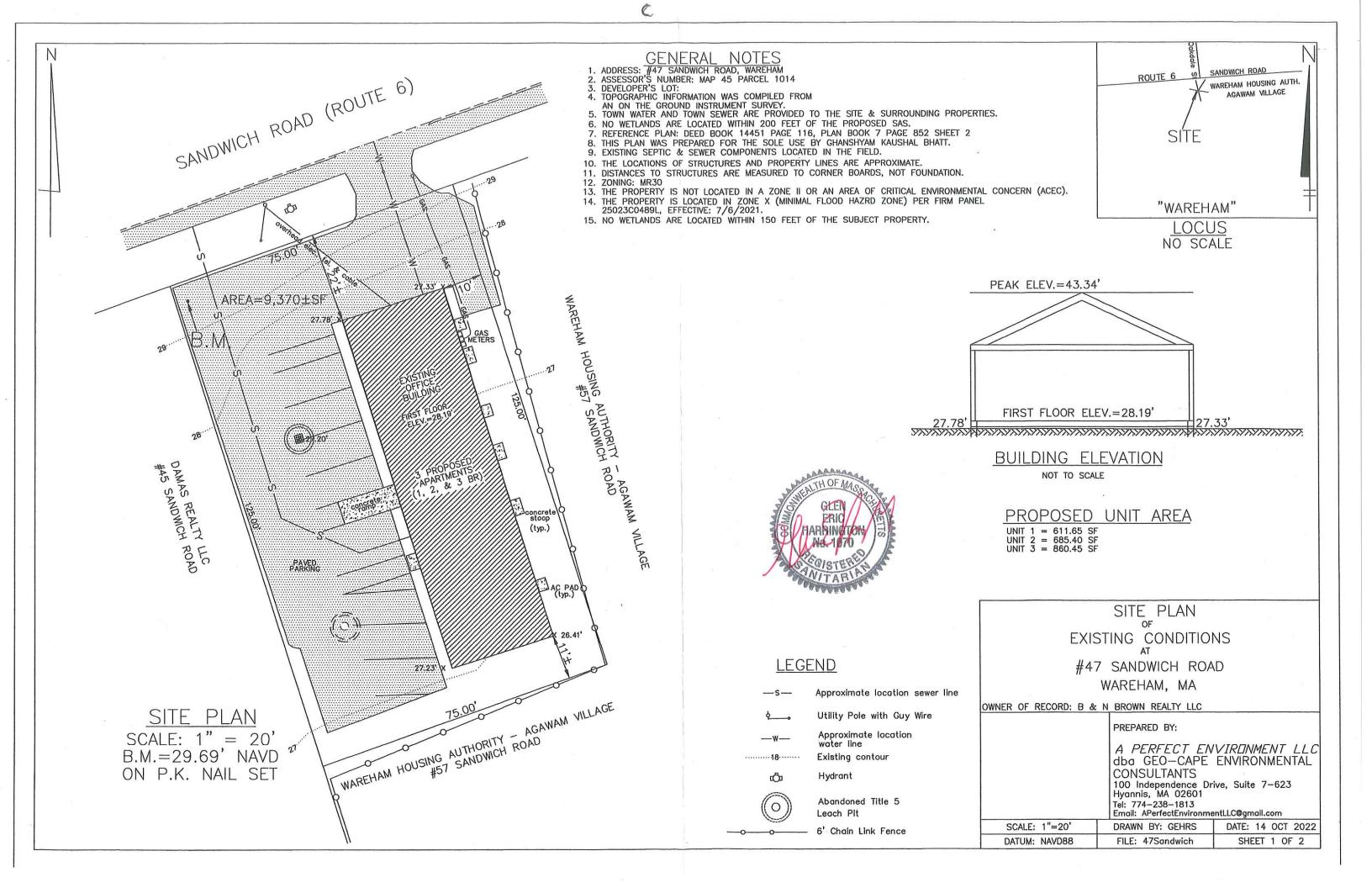
33. BUYER ACKNOWLEDGEMENT:

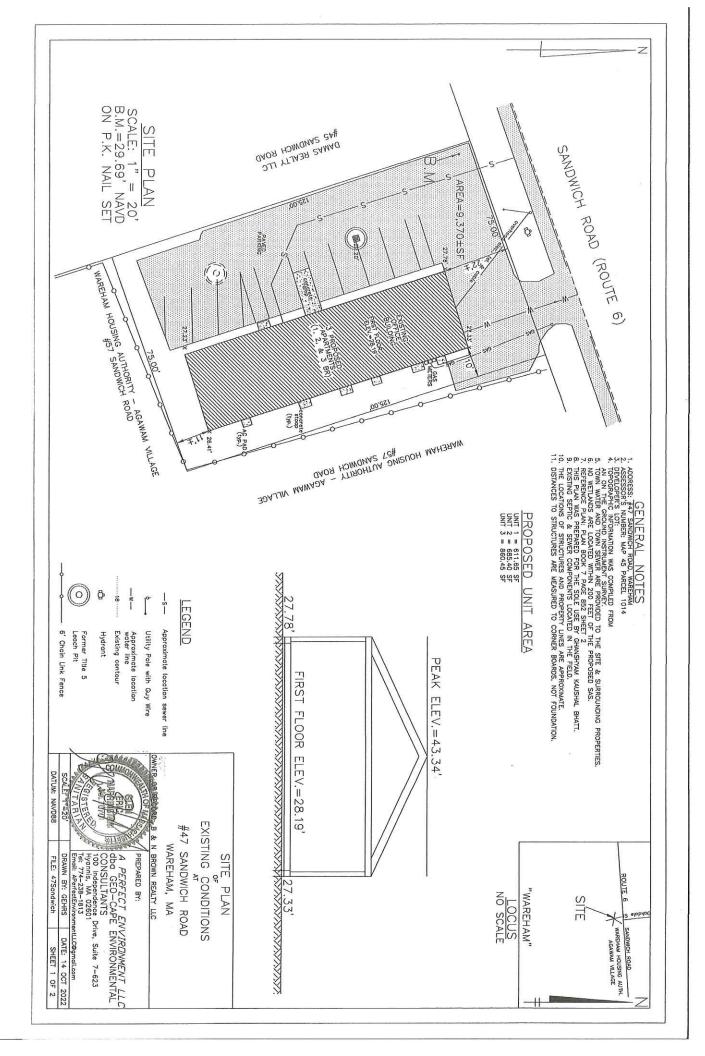
By signing below BUYER hereby represents, warrants, and agrees that BUYER understands that the role of their attorney as named in this Agreement is merely to negotiate this Agreement on their behalf and certify title, and shall not include research or due diligence related to building code, zonings laws, land use, federal or state income tax ramifications, estate planning or divorce related matters, or if the premises is a Condominium, review of condominium documents beyond compliance with Massachusetts General Laws Chapter 183A. The provisions of this paragraph shall survive the recording of the deed or termination of this Agreement.

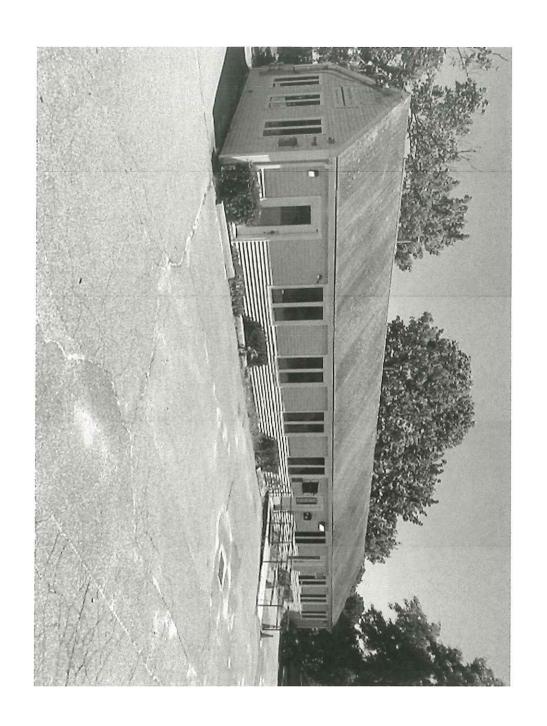
28. This Agreement is contingent upon the Structural Inspection being satisfactory, and that the requisite building permits to convert One (1) office to residential living, is procured along with any the expiration of any appeal process, if any.

Executed this 24 day of August 2022

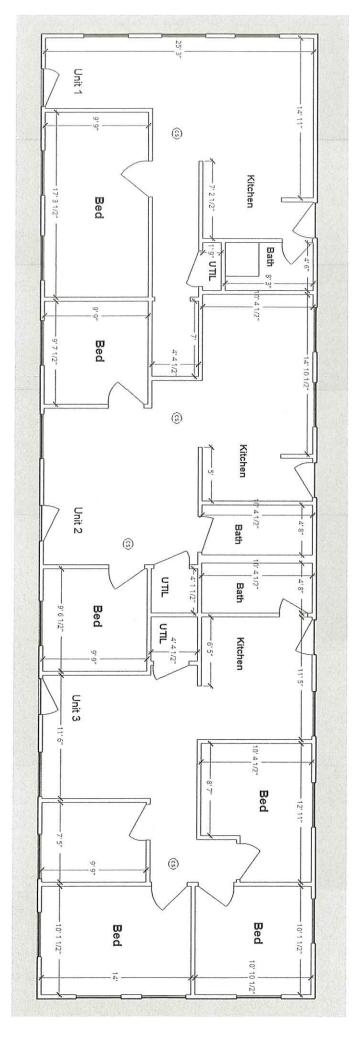
dotloop verified Ghanshyam Kaushalendra Mahendra Bhatt 08/24/22 6:38 PM EDT 8/01-3EQO-TM6O-VRKF	Seller:	
Buyer:	Seller:	
Buyer:	Seller:	







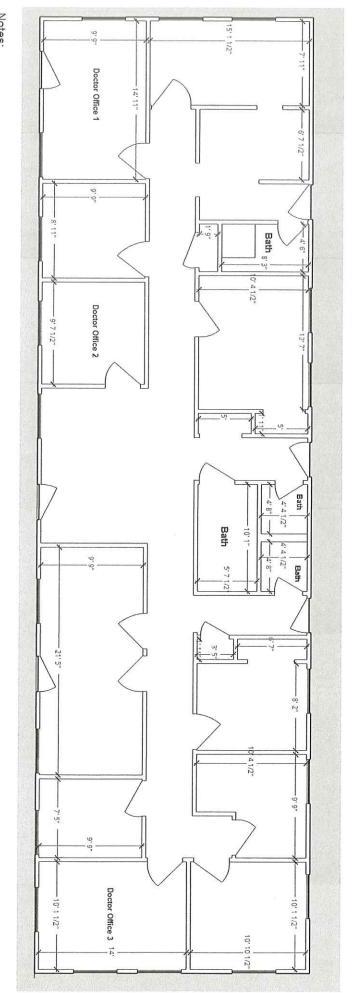
Future Plans



-Unit 1: 576.72 sq ft -Unit 2: 613.59 sq ft -Unit 3: 788.96 sq ft

*Area not including bathroom or closets

Current State



Notes:
-3 Doctors Offices
-3 Half Baths
-1 Full Bath
-5 Observation Rooms with 5 sinks