

**CONDOMINIUM  
PURCHASE AND SALE AGREEMENT**  
(hereinafter referred to as the "Agreement")

This 3<sup>rd</sup> day of June, 2024 .

1. PARTIES AND MAILING ADDRESSES      **Arun Vishwanathan presently** of 1800 Stokes St Apt 15, San Jose, CA 95126 (hereinafter referred to as the "SELLER" or "Seller") agrees to sell and **Yuriy V. Zhaurov and Irene Zhaurova, of 82 Forest St., Watertown MA, and Arthur Kalenjian presently of 153 Pine Grove St., Needham MA** (hereinafter referred to as the "BUYER" or "Buyer") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:
  
2. DESCRIPTION      **Unit No. 1** (the "Unit") in **Building B, Phase 8, Part 1 of Spyglass Hill Condominium** (the "Condominium") created pursuant to Chapter 183A of the Massachusetts General Laws (the "Act") by Master Deed dated **March 14, 1984** and recorded with the Middlesex South County Registry of Deeds in Book 15480 Page 526 as the same may have been or may hereafter be amended from time to time (the "Master Deed" together with (a) an undivided .269 percentage interest in both the common areas and facilities of the Condominium and the organization of unit owners through which the Condominium is managed and regulated, b) the exclusive right to use the parking space and storage area, if any, assigned to the Unit and (c) such other rights and easements appurtenant to the Unit as may be set forth in any document governing the operation of the Condominium (the Unit and such percentage interest, exclusive rights and other appurtenant rights and easements sometimes hereinafter collectively referred to as the "Premises", including without limitation the Master Deed, the By-Laws of the organization of unit owners all as recorded and as currently in force and effect, and any administrative rules and regulations adopted pursuant thereto (all of which are hereinafter referred to as the "Condominium Documents"). The above described Premises are those conveyed to the SELLER by deed dated August 15, 2017 and recorded with the Middlesex South County Registry of Deeds in Book 69784 Page 284 . **The post office address of the Unit is 321 Trailside Way, Ashland, MA 01721.**
  
3. FIXTURES      Included in the sale as a part of the Unit are the fixtures used in connection therewith as well as all appliances. The extent to which an item is considered a fixture shall be governed in part by provisions contained in the Condominium Documents. It is expressly understood that any items of personal property are conveyed as a convenience to the SELLER, and for no additional consideration or attributed value. All items to be conveyed in "as is" condition meaning the same conditions as they were at time of Buyer's Offer. Reasonable wear and tear excluded. Specifically including washer, dryer, dishwasher, range, refrigerator, light fixtures, curtain rods (if not property of tenant).
  

Specifically Excluded: tenant possessions; fridge in bedroom, flatscreen TV & bracket in living room (any holes or damage from the removal of the same to be patched and painted by Seller).

  
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 and zoning laws;
  - (b) Existing rights and obligations in party walls which are not the subject of written agreement
  - (c) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
  - (d) Any liens for municipal betterments assessed after the date of this Agreement;
  - (e) The provisions of the Act and the Condominium Documents including without limitation all obligations of the unit owners to pay a proportionate share of the common expenses of the Condominium from and after the date of delivery and recording of the deed; and
  - (f) Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said Premises as a residential condominium unit dwelling.
  
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 for said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such

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## Certificate.

7. PURCHASE PRICE      The agreed to purchase price for said Four Hundred Eighty Thousand Dollars (\$480,000.00), of which
- \$    **1,000.00**      having previously been paid to bind the "Offer to Purchase"
- \$    **23,000.00**      have been paid as a deposit this day; and
- \$    **456,000.00**      are to be paid at the time of the delivery and recording of the deed by wire, or by bank attorney's conveyancing check(s)
- \$    480,000.00    TOTAL**
8. TIME FOR PERFORMANCE; DELIVERY OF DEED ("CLOSING")      Such deed is to be delivered at **10:00 o'clock AM on July 1, 2024** at the office of counsel for BUYER's Attorney, unless otherwise agreed upon in writing (sometimes hereinafter referred to as the "Closing" as the same may be modified pursuant to the terms of this Agreement). It is agreed that time is of the essence of this Agreement. Neither Seller or Seller's Attorney shall need to be present at Closing, provided that Seller delivers to the closing attorney at or before the time and date set for Closing the documents required from Seller under this Agreement in the form reasonably acceptable to the closing attorney.
9. POSSESSION AND CONDITION OF PREMISES      Full possession of said Unit free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Unit and Condominium to be then (a) in the same condition as they were at the time of BUYER's viewing, reasonable use and wear thereof excepted; (b) not in record violation of said building and zoning laws according to the records of the municipality (except with respect to any improvements validly nonconforming in accordance therewith), and (c) in compliance with provisions of any instrument referred to in Paragraph Four (4) hereof and the terms of this Agreement. The BUYER shall be entitled to inspect said Unit and Condominium prior to the Closing in order to determine whether the condition thereof complies with the terms of this Agreement.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM      If the SELLER shall be unable to give good title pursuant to Paragraph Four (4) above, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises or Condominium do not conform with the provisions hereof, 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 and Condominium conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER prior to the Closing, and thereupon the Closing shall be extended for a period of up to thirty (30) calendar days, as reasonably required by the SELLER to correct the defect. Reasonable efforts to cure title shall not require SELLER to expend more than one-half of one percent of the Purchase Price pursuant to this Paragraph, exclusive of attorney's fees, voluntary monetary liens, municipal, condominium and contractor liens and payments. SELLER shall notify BUYER in writing once SELLER has affected such cure and the Parties shall close on a mutually acceptable day within a reasonable time thereafter.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.      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 and Condominium 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 organization of unit owners shall fail to agree, within the time period set forth in the Act, if applicable, to proceed with such repair or restoration as may be necessary for such purposes, or shall expressly agree not to so proceed, or the holder of a mortgage on the Premises shall refuse to permit any insurance proceeds to be used for such purpose, 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      Notwithstanding the provisions of Paragraph Eleven (11), the BUYER shall have the election, 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 therefor 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 Paragraph, if the said Premises or Condominium shall have been damaged by fire, vandalism or other casualty and such damage is greater than \$25,000.00 and not restored at time of Closing, or in the event of a taking of all or a part of the Premises or Condominium by eminent domain, then at BUYER's option, all payments made under this Agreement shall be refunded and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to either Party.
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

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or expressed, except such as are, by the terms hereof, to be performed after or as are stated in this Agreement to survive the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER shall, 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 the deed, or in the case of mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds, within a reasonable time after the delivery of said deed in accordance with local conveyancing practices. The discharge of any privately held mortgages shall be required to be delivered and recorded at or prior to Closing.
15. INSURANCE The SELLER represents that at the time of execution of this Agreement, the organization of unit owners maintains insurance with respect to the Condominium as follows, which shall remain true through Closing:
- | <u>Type of Insurance</u>   | <u>Amount of Coverage</u>                |
|----------------------------|--|
| Fire and Extended Coverage | as required by the Condominium Documents |
- Risk of loss shall remain with SELLER until delivery, acceptance and recording of the Deed. Until the Closing, the SELLER shall maintain any supplemental insurance now in effect covering the Unit itself and any fixtures therein.
16. EVIDENCE OF INSURANCE At the time of the delivery of the deed, the SELLER shall deliver to the BUYER a certificate of the Condominium insurance referred to in Paragraph Fifteen (15) as then in effect.. The procuring of any supplemental insurance shall be at the option and sole expense of the BUYER.
17. ADJUSTMENTS Real estate taxes for the fiscal year in which the Closing takes place and common expense for the month in which the Closing takes place, shall be apportioned as of the day of Closing 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. The conveyance of said premises shall be deemed to include the SELLER's allocable share of any working capital or other reserve funds held by the organization of unit owners, without adjustment or payment of any additional consideration by the BUYER.
18. 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 proceedings for an abatement unless herein otherwise agreed.
19. BROKER's FEE A Broker's fee for professional services of as per listing agreement is due from the SELLER to **Sloane Realty Group who in turn will pay Homes-R-Us Realty of MA, Inc. per MLS terms**, the Broker(s) herein, but only if and when the Deed is conveyed and recorded and funds disbursed to SELLER, but not otherwise.

Listing Agent:

Seller's Listing Agent

Agent Name: Shannon McCullough

Agent License Number: 9528644

Agent Phone Number: (508) 400-2022

Agent Email: shannon@sloanerealtygroup.com

Company Name: Sloane Realty Group

Company License Number: 9528644

Company Address: 118 Union Avenue, Suite 18, Framingham, MA 01702

Buyer's Selling Agent:

Agent Name: Arthur Kalenjian

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Agent License Number: 9524934  
 Agent Phone Number: 617-838-8548

Agent Email: [kalenjianreteam@gmail.com](mailto:kalenjianreteam@gmail.com)  
 Company Name: Homes-R-Us Realty of MA, Inc.  
 Company License Number: 6626  
 Company Address: 9 Main Street, Framingham, MA 01702

20. **BROKER(S) WARRANTY** The Broker(s) named herein **Sloane Realty Group**, warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.
21. **DEPOSIT** All deposits made hereunder shall be held in an escrow account by **Sloane Realty Group** 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 written instructions mutually given by the SELLER and the BUYER or the final judgment of a court with competent jurisdiction. The delivery, acceptance and recording of the Deed shall in all cases constitute the Parties' joint authorization for the release of all deposits held hereunder and all other disbursements to be made in accordance with and as outlined on the HUD/Closing Disclosure/ALTA Settlement Statement or similar closing statement signed by the Parties pursuant to this Agreement.
22. **BUYER's DEFAULT; DAMAGES** If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity for any default by BUYER hereunder. 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 in the event of BUYER's default hereunder: (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, (iii) SELLER shall have no obligation to tender a deed or other documents/certifications to be tendered by SELLER pursuant to the terms of this Agreement, and (iv) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this paragraph
23. **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.
24. **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.
25. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.** 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.
26. **WARRANTIES AND REPRESENTATIONS** The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has BUYER 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): **NONE** ;
27. **MORTGAGE CONTINGENCY CLAUSE** Intentionally Deleted – there are no protections under this Paragraph – CASH TRANSACTION
28. **CONSTRUCTION OF AGREEMENT** This Agreement, 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 inures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective attorneys. The Parties may rely upon facsimile, emailed or electronically scanned copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience

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and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to it.

29. LEAD PAINT LAW

Every purchaser 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 to lead from lead-based paint that may place young children at risk of developing lead poisoning. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. BUYER acknowledges that in certain circumstances, the BUYER may incur obligations post-Closing to remove lead-based materials pursuant to Sections 190-197 of Chapter 111 of the Massachusetts General Laws. BUYER hereby agrees to accept and assume any such obligations from and after the time of recording of the Deed, and acknowledges that no representations have been made by the SELLER concerning the presence or absence of lead-based materials. BUYER acknowledges that the SELLER and the Brokers have complied with the requirements of Massachusetts General Laws Chapter 111, as amended, relative to the possible presence of lead paint in the Premises, including the provisions of Section 197A of Chapter 111. BUYER acknowledges having been verbally informed of the possible presence of dangerous levels of lead in the Premises and of the provisions of the Lead Paint Statute, so called (M.G.L. Chapter 111, Sections 190 - 199A), and the regulations promulgated thereunder, and acknowledge receipt from SELLER and/or SELLER's agents, of a Commonwealth of Massachusetts, Department of Health Property Transfer Notification Certification, and further acknowledges being informed by SELLER and/or SELLER's agents about the availability of inspections for dangerous levels of lead. BUYER further acknowledges that SELLER has allowed BUYER ten (10) days to conduct inspections to determine whether lead is present on the Premises. BUYER acknowledges that, given the age of the Premises, it is highly likely that they contain lead-based materials. BUYER hereby releases SELLER, and SELLER's agents, from liability for any damages, cost or expenses BUYER incurs post-Closing as a result of the presence of lead in the Premises or in the soil surrounding the Premises. A copy of the Property Transfer Notification Certification was signed by the BUYER at the time of the Offer. The terms of said Certification shall survive the delivery of the Deed hereunder. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

30. SMOKE/CARBON MONOXIDE DETECTORS

The SELLER shall, at the time of delivery of the deed, deliver an unexpired certificate from the local fire department of the city or town in which said Unit is located stating that said Unit and the Common Areas have been equipped with approved smoke and carbon monoxide detectors and are in compliance with Massachusetts General Laws, Chapter 148, Sections 26E, 26F and 26F½ as in effect at the time of Closing, and in conformity with any applicable law regulation or ordinance. Said certificate shall not contain any notations of violations in the Common Areas of the Condominium.

31. ADDITIONAL PROVISIONS

At the time of the delivery of the deed, the SELLER shall deliver to the BUYER a statement from the organization of unit owners in recordable form and setting forth, in accordance with Section 6(d) of the Act, that there are no outstanding common expenses through the end of the calendar month in which the Closing takes place. The executed "Riders" A & B, attached hereto, are incorporated herein by reference. If any provision in the Rider conflicts in any way with any other provision in Paragraphs One (1) through Thirty-One (31), inclusive, of this Agreement or with any exhibits hereto, the provision contained in the Riders shall control.

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

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

*[remainder of page intentionally left blank; signature page to follow]*

*Yuriy Zhaurov*  
Yuriy Zhaurov (Jun 3, 2024 14:46 EDT)

**Yuriy V. Zhaurov, BUYER**

*Irene Zhaurova*  
Irene Zhaurova (Jun 3, 2024 14:51 EDT)

**Irene Zhaurova, BUYER**

*Arthur Kalenjian*  
**Arthur Kalenjian, BUYER**

DocuSigned by:  
*Arun Vishwanathan*  
6D4D13F9C8DA46D...  
**Arun Vishwanathan, SELLER**

[Signature page to Purchase and Sale Agreement for property at **321 Trailside Way, Unit 321, Ashland MA 01721**]

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RIDER A TO PURCHASE AND SALE AGREEMENT BETWEEN

**Arun Vishwanathan ("SELLER")**

AND

**Yuriy V. Zhaurov, Irene Zhaurova, Arthur Kalenjian ("BUYER")**

32. All notices required or to be given hereunder shall be in writing and deemed duly given when placed in the US Mail, postage prepaid, or sent via facsimile with proof of transmission, or e-mail with proof of transmission, or delivered addressed as follows:

If to SELLER:

Andrea E. Arone, Esquire  
Arone & Associates, PC  
10 Speen Street  
Framingham, MA 01701  
Telephone: 508-872-1992  
Fax: 508-872-1229  
E-mail: [aarone@aroneandassociated.com](mailto:aarone@aroneandassociated.com)

and

If to BUYER:

Roman Narovlansky, Esq.  
1583 Beacon St.  
Brookline, MA 02446  
Telephone: 617-739-0003  
Fax : 617-517-3161  
E-mail : [real@narovlaw.com](mailto:real@narovlaw.com)

or to such other address or addresses as may from time to time be designated by either party by written notice to the other. Notwithstanding the foregoing, delivery of notice to any of the Brokers or directly to the Parties identified in this Agreement shall be sufficient if service is not made upon the foregoing attorneys (for example, the fax machine and/or email server is not working properly when attempting to serve notice) provided that service is forthwith afterward provided on the foregoing attorney(s).

33. Access to the property by Buyer prior to Closing shall be at Buyer's sole risk, Buyer shall indemnify Seller from any damage to persons or property such access shall be in the presence of the Seller and/or Seller's agent and shall be exercised at reasonable times and in a reasonable manner with reasonable prior notice to Seller. Notice must be given at least 48 hours prior to access. Such access shall not exceed three (3) times inclusive of final walkthrough. Under no such circumstance shall the Buyer or any agent of the Buyer be allowed to make any sort of alteration to the Premises during their access, without the prior written consent of the Seller. In consideration of the foregoing, Buyer agrees to indemnify, defend and hold harmless the Seller from any and all costs (including reasonable attorney's fees), damages and claims for damage to property or persons caused by Buyer's negligent actions while on the Premises except for damages caused by Seller's gross negligence or willful misconduct. Buyer's indemnification herein shall be in addition to, and not in any way limited by the deposit amounts held pursuant to this Agreement. This indemnity shall survive the Closing and delivery of the Deed hereunder, or termination of this Agreement. Access shall not be granted for any additional professional inspections which will all be completed prior to signing the P&S..
34. Notwithstanding any other provisions of this Agreement regarding the conditions of said Unit and Condominium, at the time of the delivery of the deed hereunder, the Unit and its exclusive use areas shall be broom-clean, free of all of SELLER's debris (including none left at curbside) possessions (except for those items being conveyed with the Premises as provided in this Agreement) and all appliances and systems shall be in the same working order and physical condition at the Closing as they were at the time of BUYER's inspection, reasonable wear and tear excepted.

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35. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a Broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby except the Broker(s) listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
36. 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 be required by BUYER's lender or BUYER's attorney or the title insurance company insuring the Premises for BUYER, including without limiting the generality of the foregoing, certifications, or affidavits with respect to: (a) that there are no persons or parties in possession of the Premises; (b) that there are no facts or conditions which may give rise to mechanic's or materialmen's liens; (c) an affidavit pursuant to Section 1445 of the Internal Revenue Code; (d) the true purchase price of the Premises and that the SELLER does not intend to lend to the BUYER a portion thereof; (e) urea formaldehyde foam insulation ("UFFI") Disclosure Affidavit stating that to the best of SELLER's knowledge there is none; and (f) 1099 reporting form. Notwithstanding anything contained in this paragraph to the contrary, SELLER shall not be required to execute a Residential Mortgage Survey Affidavit or indemnify any person or entity, except with regard to mechanics' liens and parties in possession.
37. SELLER agrees that if any mechanic's or materialmen's liens with respect to work done on the Premises on SELLER's behalf are recorded after the delivery of the Deed, SELLER will promptly cause such liens to be duly discharged of record. SELLER agrees to indemnify and hold BUYER harmless from and against any cost, loss, damage or expense, including reasonable attorneys' fees, if any, arising out of or relating to any such liens being placed on the Premises. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
38. Between the date of the signing of this Agreement and the Closing, SELLER shall maintain and/or service the Premises and its exclusive use areas at the same level of effort and expense as the SELLER has maintained and/or serviced the Premises and its exclusive use areas for the SELLER's own account prior to the date of this Agreement
39. At the Closing, SELLER shall 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 in connection with the Premises. SELLER will also provide BUYER, at time of recording of the Deed, with all keys, access cards, security codes, automatic garage door openers and with all manuals and other information in SELLER's possession and/or control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises. Any assignment is done for the convenience of the parties and the absence of which shall not be deemed a default on the part of the Seller and the Buyer.
40. In the event any apportionment/adjustment or mathematical/clerical item pursuant to paragraph seventeen (17) or included otherwise in the settlement documents are, within ninety (90) days subsequent to the Closing, found to be erroneous, then either Party hereto who is entitled to additional monies shall invoice (along with reasonably detailed back-up data) the other Party for such additional amounts as may be owing, and such amounts shall be paid, with good funds, within thirty (30) days from the date of the invoice. The provisions of this Paragraph shall survive delivery of the Deed hereunder for ninety (90) days.
41. SELLER warrants and represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended ("I.R.C."), and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with I.R.C. Section 1445(b)(2) and the regulations thereunder, evidencing the foregoing warranty and representation.
42. 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. Further, for purposes of this Agreement, email transmissions, electronic, digital and/or facsimile signatures of such written instruments shall be binding, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.
43. Buyer acknowledges all Condominium Documents have been reviewed and accepted. BUYER also acknowledges that BUYER has been given the opportunity to make any inquiries and investigation, including, without limitation, the opportunity to speak with the Trustees of the Condominium Association and the Condominium Management Company, if any, regarding the financial condition, status of common area expenses, assessments, operation, history, maintenance and physical condition of the Condominium, prior to the execution of this Agreement, and that BUYER is satisfied with the results of said investigation and that BUYER is not relying upon any representations of the SELLER or SELLER's agents regarding same;



44. Such information as may have been, or may hereafter be furnished to the BUYER concerning operating expenses of the Condominium and real estate taxes for the individual Unit is based upon the SELLER's actual knowledge (without any independent investigation), the Condominium's present operating budget and Unit tax bill but the SELLER does not warrant that such expenses or costs will remain the same in the future. The SELLER has no way of assuring what valuation or tax rate will be imposed in the future

45. Any title matter or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable, and to the extent such title standard or practice standard does not contradict Massachusetts case law and/or any expressed term or condition of this Agreement.

46. The Parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, email transmissions, electronic, digital and/or facsimile signatures shall be construed as original, except as to the Deed and the Closing documents and except as to documents intended to be recorded, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.

47. The SELLER represents to BUYER that the purchase price herein is sufficient to payoff all of the SELLER's obligations that may affect the sale of the Premises including, but not limited to: mortgages, municipal charges, real estate broker's commissions, document stamp tax and other reasonable and customary expenses of the sale, and that the within transaction is not a so-called "short-sale."

48. 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 holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

49. 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. It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed by the Parties hereto and approved as to form by their respective legal counsel. It is further acknowledged and agreed that no presumption shall exist against either party hereto by virtue of this Agreement or any portion hereof being considered to have been drafted by legal counsel for either party hereto.

50. All of SELLER's representations under this Agreement are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including documents to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

## 51. CLOSING INSTRUCTIONS

The closing of this sale, and acceptance and recording of the deed by the Buyer shall constitute acknowledgement that the physical condition of the Premises and systems contained therein are acceptable and the Seller shall have no further obligation or responsibility for the same after the closing except for any fraud or intentional misrepresentation.

52. Buyer acknowledges that Buyer will not be given keys to property until deed is recorded and the proceeds released to the Seller.

53. All offers and agreements made prior to this Agreement, are hereby superseded as well as any prior Agreements (including Offer dated May 21, 2024 ) between the parties, whether verbal or written, is hereby, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are contained only in this Agreement. Seller shall not be liable or bound in any way for any verbal or written statements, representations, or information pertaining to the Premises furnished by any real estate broker or agent or any agent or employee of Seller, or any other person, except as expressly set forth or incorporated herein. It is understood and agreed that all prior and contemporaneous representations, statements, understandings, and agreements, oral or written, between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Agreement made by the other. Buyer further acknowledges and agrees that this provision has been specifically negotiated between Seller and Buyer, that Buyer has been represented by counsel in said negotiation, and that Seller would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

54.. Buyer acknowledges to Seller and agrees that Seller is relying upon the following: By execution of this Agreement, Buyer acknowledges that Buyer have waived their opportunity to conduct any and all inspections of the Unit/premises (either independently or through agents of the BUYER's choice), including all improvements thereon, and any and all component parts thereof (and that the Seller has no responsibility for any such waiver by the BUYER, including, without limitation, mechanical, structural, groundwater tables, utility systems, all appliances and personal property being conveyed with the Premises as provided in this Agreement, pest, termite, lead paint, asbestos, radon, mold and any hazardous chemicals, materials, or substances, dimensions and area of the premises, and that Buyer accepts the Premises "**AS IS**", reasonable use and wear thereof excepted, and is not relying upon any representations of the Seller or Seller's agents in connection with same and in connection with Buyer's decision to purchase the Premises (other than those specifically set forth in this Agreement), including, without limitation, as to the character, quality, value, quantity or condition of the premises except as expressly set forth herein, with "AS IS" to mean the condition of the Premises at the time of Buyer's viewing. Buyer further represents and agrees that the existence of any matter or condition revealed by, or which could have been revealed by, such inspections shall not be deemed to be a default by Seller under this Agreement. Any statements which may have previously been made by the Seller, including without limitation in any realtor's/broker's questionnaire or so-called "Seller's Disclosure Statement" or property listing information, if any are hereby specifically voided, excluding intentional misrepresentations. Buyer acknowledges and agrees that Seller shall have no obligation to repair any defect with Unit existing at the time of Buyer's viewing which is known to Buyer or could have been discovered in the course of professional home inspection. Upon recording of the Deed, Buyer agrees to hold Seller harmless and release Seller from any and all claims arising after the recording of the deed for any physical problems with the Unit and it's appurtenances or title issues, except for any fraud or intentional misrepresentations,. Without intending to limit the generality of the foregoing, Seller does not warrant or represent that the premises comply with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, building, environmental, health or any involving the maintenance, operation or condition of the premises or liability for complying with any codes, ordinances, statutes, laws, regulations or the like which relate to lead paint, asbestos, radon, mold, hazardous chemicals, materials, or substances or any requirements that Seller remove any or all of the same. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

*[remainder of page intentionally left blank; signature page to follow]*

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1Z

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YZ

*Yuriy Zhaurov*  
Yuriy Zhaurov (Jun 3, 2024 14:46 EDT)  
**Yuriy V. Zhaurov, BUYER**

*Irene Zhaurova*  
Irene Zhaurova (Jun 3, 2024 14:51 EDT)  
**Irene Zhaurova, BUYER**

*Arthur Kalenjian*  
**Arthur Kalenjian, BUYER**

DocuSigned by:  
*Arun Vishwanathan*  
6D4D13F9C8DA46D  
**Arun Vishwanathan, SELLER**

[Signature page to Purchase and Sale Agreement for property at **321 Trailside Way, Unit 321, Ashland MA 01721**]

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RIDER B  
TO PURCHASE AND SALE AGREEMENT BETWEEN  
Arun Vishwanathan ("SELLER")

AND

Yuriy V. Zhaurov, Irene Zhaurova, Arthur Kalenjian ("BUYER")

PROPERTY: 321 Trailside Way, Ashland, MA

1. SELLER represents that to the best of the SELLER'S actual knowledge without independent inquiry the SELLER has never generated, stored or disposed of hazardous substances on the premises other than common household chemicals. The SELLER further represents to the best of Seller's actual knowledge without independent inquiry that the SELLER has never caused the release or threat of release of oil on the premises. For the purpose of this paragraph, (1) "hazardous substances" shall mean (a) "hazardous substances" as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 et seq., and regulations thereunder and (b) urea formaldehyde foamed-in-place insulation, UFFI, so called, (2) "release", "threat of release" or "oil" as such terms are defined in the Massachusetts Oil and Hazardous material Release Prevention and Response Act, as amended, M.G.L.c 21E and regulation thereunder. The SELLER represents to the best of his/her actual knowledge without independent inquiry to BUYER that, no insulation or other materials containing urea-formaldehyde have been used or incorporated into said premises during Seller ownership and the SELLER will, accordingly, execute, at the time of the delivery of the deed, an Affidavit to the foregoing, if so required by BUYER's lender.
2. Seller represents that to the best of Seller's actual knowledge without independent inquiry there is no underground oil tank on premises and that no such tank has been removed from the premises during Seller ownership.
3. Seller represents to the best of their actual knowledge without independent inquiry that Seller has not received written notice of any litigation or pending or ongoing regulatory hearings or actions which could affect said premises, and Seller agrees to keep Buyer informed by notice given pursuant to this Agreement, of any such litigation, anticipated litigation, hearings or actions, whether scheduled, anticipated or in progress which Seller receives written notice of prior to Closing. SELLER has not been involved in litigation or insurance claims during the period of its ownership with regard to the condition of the premises which continue to exist as of the date hereof.
4. Seller represents to the best of Seller's actual knowledge that as of the date of this Agreement no written notice has been received by the Seller from a government agency that there exist any violations with respect to the premises which would preclude Seller's delivery of the Deed in conformity with the title provisions or provisions of Paragraph 9 contained herein, or which would materially interfere with the Buyer's use and occupancy of the premises.
5. Seller to close open water heater permit and open/close HVAC permit.
6. Seller represents that 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.

7. The SELLER has no actual knowledge of any current municipal betterments affecting the Premises.
8. The Seller represents that Seller has not accepted any other offers on the property that have not been released.
9. Without limitation of any other provisions in this Agreement, said premises shall not be considered to be in compliance with the provisions of this Agreement with respect to Title unless (in case of a condominium unit being sold "the premises" in this paragraph shall mean said Condominium):
  - (1) All Condominium buildings, structures and improvements, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s) and all other improvements intended to be included in the sale and all means of access to and egress from the Condominium shall be wholly within the lot lines of the Condominium and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity except by valid easement;
  - (2) 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 Condominium from other premises except by valid easement;
  - (3) Title to said premises is insurable, for the benefit of the BUYER, by a nationally recognized Title Insurance Company in a fee owner's policy of title insurance, at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy and those items set forth in Paragraph 4 of this agreement;
  - (4) The Condominium abuts and has vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Condominium is located and the Condominium; and
  - (5) The Unit is serviced by all usual and customary utilities, including electric, gas (if applicable), telephone, municipal water and sewer (unless there is a private septic system) which are brought to the premises directly from the street or under, across or over land of another by means of a validly recorded easement of record;

It is agreed that in the event of the 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 subject to Seller's right to cure under par 8 of the P&S.

10. Between the date hereof and the closing, Seller shall maintain and service the Unit and its appurtenances at substantially the same level of effort and expense as Seller has maintained or serviced the premises for Seller's own account prior to this Agreement. The SELLER represents that there are no leased fixture(s) or equipment in the Unit and that SELLER owns all of the appliances and mechanical systems and components in the Unit.

11. SELLER will promptly notify BUYER of any material change in facts which arise prior to the Closing which would make SELLER's material representations herein untrue if such state of facts had existed on the date of execution of this Agreement. Upon such notice from Seller or any other party, if such facts materially affect Buyer's use of the Premises or its condition, Buyer may terminate this agreement without further recourse between the parties and have its deposit returned subject to Seller's right to cure under par 8 of the P&S. Seller's representations herein shall remain true at the time of closing.
12. Paragraph Eight (8) of this Agreement shall be construed to apply to matters affecting title, the physical condition of the Premises 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 Eight (8) of this Agreement shall not, however, be construed to excuse SELLER from vacating the Premises at the time set for performance hereunder for reasons such as unavailability of movers, inconvenience or other such delays in performance hereunder.
13. Notwithstanding anything in this Agreement to the contrary, in the event the said Premises shall have been damaged by fire, vandalism or other casualty insured against or not, in an amount in excess of \$25,000.00, or in the event of a taking of all or part of the Premises by eminent domain, BUYER shall have the option of revoking this Agreement by written notice to the SELLER, whereupon all deposits made by the BUYER shall be forthwith refunded and this Agreement shall become null and void and without further recourse to either party.
14. At time of recording of the Deed, the Seller shall present to the Buyer for at least one key or for each lock equipped door in Seller possession, if any, closet and the like. At closing, SELLER shall deliver such a key for each locked door and remote garage door openers, if any, and all manuals and written guarantees and warranties in SELLER's or SELLER's agent's possession, to be held in escrow by the Buyer's attorney or real estate agent to be released to BUYER upon the recording of the deed and release of proceeds funds to the SELLER.
15. SELLER agrees to deliver a) a recordable Section 6(d) Certificate indicating that there are no outstanding common expenses, including but not limited to fees, charges and assessments, assessed against the Unit through the end of the month in which closing takes place, b) a certificate of condominium insurance for the benefit of BUYER, c) a waiver of the right of first refusal held by the Condominium Association, if applicable.
16. Condominium Information.

SELLER represents that to the best of SELLER'S actual knowledge without independent inquiry:

1. To the best of Seller's actual knowledge, the budget furnished to the BUYER fairly represents the actual and projected expenses of the condominium for the current fiscal year. However, such information as may have been, or may hereafter be furnished to the BUYER concerning operating expenses of the Condominium and real estate taxes for the individual Unit is based upon the SELLER's actual knowledge (without any independent investigation), the Condominium's present operating budget and Unit tax bill but the SELLER does not warrant that such expenses or costs will remain the same in the future. The SELLER has no way of assuring what valuation or tax rate will be imposed in the future;
2. SELLER has no actual knowledge of any current assessment or increase in said Condominium common expenses. The parties agree SELLER shall be responsible for the



payment in full of the current assessments assessed against the Unit by the Condominium Association prior to time of delivery of deed regardless of any agreement with the Condominium Association to pay such assessments or liens in installments. If Seller refuses to pay said assessment, then, Buyer may terminate this Agreement and receive his Deposit forthwith. If Condominium Budget is adopted prior to closing where either Income or Expenses increase by more than 10% compared to the latest Budget received by the Buyer as of the date hereof or if Condominium fee for common expenses assessed against the Premises is increased by more than 10% compared to such fee as stated in this Agreement, the Buyer at its option may terminate this Agreement without further recourse between the parties hereto and have all its payments returned;

3. To the best of SELLER'S actual knowledge without independent inquiry, the Condominium Documents (including, without limitation, the Master Deed, Unit Deed, Declaration of Trust, and Rules and Regulations, and any amendment to the foregoing) furnished to the BUYER by the SELLER are true, accurate, and complete, and the Condominium Documents have not been otherwise amended or modified. In the event that the Condominium Documents are modified prior to the time for performance hereof, SELLER shall promptly furnish the BUYER with copies of any such changes and this Agreement shall be subject to Buyer's acceptance if such modified documents to the materially adversely affect Buyer's use or condition of the Premises;
4. To the best of SELLER'S actual knowledge without independent inquiry, no waiver of first refusal rights or other approval or consent to the transaction contemplated hereby is required by the Condominium Documents;
5. To the best of SELLER'S actual knowledge without independent inquiry, during Seller ownership no exterior or interior changes or alterations have been made to the Unit or the premises which have changed the floor plans of the Unit or the premises and which are not reflected on the floor plans filed with the Master Deed;
6. To the best of SELLER'S actual knowledge without independent inquiry, there is no, litigation, proceedings, insurance claim or investigation against or affecting the Condominium or the Condominium Association. It is Buyer's responsibility to also confirm this with Condo Association;
7. To the best of SELLER'S actual knowledge without independent inquiry Seller has not received written notice, the Unit is not in compliance with all state and local laws, rules and regulations, including condominium conversion laws.
8. Condominium Association's (monthly) fee for common expenses is not higher than: \$242.00.

Yuriy Zhaurov  
Yuriy Zhaurov (Jun 3, 2024 14:46 EDT)

**Yuriy V. Zhaurov, BUYER**

Arthur Kalenjian

**Arthur Kalenjian, BUYER**

Irene Zhaurova  
Irene Zhaurova (Jun 3, 2024 14:51 EDT)

**Irene Zhaurova, BUYER**

DocuSigned by:

Arun Vishwanathan

**Arun Vishwanathan, SELLER**











# STANDARD FORM

Final Audit Report

2024-06-03

Created:	2024-06-03
By:	Kalenjian Real Estate Team (kalenjianreteam@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA82UAINwJPFXGHLtLgu3da7eMnCJtBAVh

## "STANDARD FORM" History

-  Document created by Kalenjian Real Estate Team (kalenjianreteam@gmail.com)  
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-  Document emailed to irazha@gmail.com for signature  
2024-06-03 - 6:36:52 PM GMT
-  Document emailed to yzhaurov@gmail.com for signature  
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-  Email viewed by irazha@gmail.com  
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-  Email viewed by yzhaurov@gmail.com  
2024-06-03 - 6:37:47 PM GMT- IP address: 66.102.8.129
-  Signer yzhaurov@gmail.com entered name at signing as Yuriy Zhaurov  
2024-06-03 - 6:46:42 PM GMT- IP address: 71.233.89.26
-  Document e-signed by Yuriy Zhaurov (yzhaurov@gmail.com)  
Signature Date: 2024-06-03 - 6:46:44 PM GMT - Time Source: server- IP address: 71.233.89.26
-  Signer irazha@gmail.com entered name at signing as Irene Zhaurova  
2024-06-03 - 6:51:04 PM GMT- IP address: 71.233.89.26
-  Document e-signed by Irene Zhaurova (irazha@gmail.com)  
Signature Date: 2024-06-03 - 6:51:06 PM GMT - Time Source: server- IP address: 71.233.89.26
-  Agreement completed.  
2024-06-03 - 6:51:06 PM GMT