

RESOLUTION 171-21

**RESOLUTION AUTHORIZING EXECUTION OF PURCHASE
AGREEMENT FOR VACANT LAND BETWEEN THE BOROUGH OF
CLAYTON AND DARSHIRAJA LLC**

WHEREAS, the Borough of Clayton has agreed to enter into a Purchase Agreement for vacant land; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Purchase Agreement between the Borough of Clayton and Darshiraja LLC.
2. That the Mayor be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

ADOPTED, at a regular meeting of the Mayor and Council of the Borough of Clayton held on September 9, 2021.

BOROUGH OF CLAYTON



THOMAS BIANCO, Mayor

Attest:



CHRISTINE NEWCOMB, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, September 9, 2021.

CHRISTINE NEWCOMB, Borough Clerk

PURCHASE AGREEMENT
FOR VACANT LAND

THIS AGREEMENT is entered into by and between the **BOROUGH OF CLAYTON**, having the address of 125 N. Delsea Drive, Clayton, New Jersey 08312, hereinafter referred to as "Seller", and **DARSHIRAJA LLC**, a Limited Liability Company of New Jersey, having a business address located at 369 N. Delsea Drive, Clayton, New Jersey 08312, hereinafter referred to as "Buyer".

1. In consideration of the mutual promises herein contained, Seller agrees to sell and convey and the Buyer agrees to buy and pay for, in accordance with the terms and conditions of this contract, the property known as 408 N. Delsea Drive, in the Borough of Clayton, County of Gloucester and State of New Jersey hereinafter referred to as the "Property". Such Property is more fully described as follows:

Property known as Block 1404, Lot 22 on the Official Tax Map of the Borough of Clayton.

2. Buyer agrees to pay for the Property the sum of **FORTY THOUSAND (\$40,000.00) DOLLARS**.

The entire Purchase Price will be paid by Buyer to Seller in one lump sum payment of \$40,000.00 at Closing, in cash or certified funds.

3. Seller agrees to furnish a bargain and sale deed, with covenants against grantor's acts, conveying to Buyer good recordable and marketable title in fee simple free and clear of all encumbrances.

4. All real estate taxes, assessments and rents, if any, shall be prorated as of the date of title transfer.

5. Seller shall pay out of the purchase price:
- (a) the cost of the real estate conveyance fee/transfer tax imposed on Buyer;
 - (b) the cost of preparation of deed and other documents of conveyance, if any.

The Buyer will be responsible for:

- (a) filing fees for the deed and any other documents of conveyance, if any;
- (b) the cost of inspections, Title Report and Owner's Title Insurance Policy.

6. Closing shall take place within fifteen (15) days after completion of the terms of paragraph 7 herein. Seller agrees to deliver possession of the property upon the transfer of title.

7. Buyer has examined or will examine the property and agrees that the property is being purchased in its present "as is" physical condition. Buyer has not relied upon any representations, warranties or statements about the condition of the property. However, Buyer shall be permitted to conduct any and all desired inspections of the property within twenty (20) days of the full execution of this Contract. In the event the Buyer is dissatisfied with any condition of the Property, Buyer shall notify the Seller of such conditions within twenty (20) days of the date of this contract. The Seller shall have the option to repair/remediate such condition prior to closing or to refuse to do so in which case Buyer may cancel this Contract.

The Buyer's failure to notify the Seller of any conditions defective or in need of repair/remediation within such twenty (20) days, shall be deemed the Buyer's waiver of such right and the Buyer's acceptance of the Property "as is".

8. The risk of loss shall remain with the Seller until title transfer. Should such property be substantially damaged by fire or other casualty prior to filing the Deed the Buyer shall have the option to void the agreement and such agreement will become null and void.

9. The parties acknowledge and represent that no real estate agent or broker has been used in this transaction except as noted below. If any commission is due, Seller shall pay same.

10. All notices under this Agreement must be in writing and may be made by USPS regular mail or receipt confirmed e-mail or facsimile to the other party and their attorney and/or their realtor. Notice shall be effective upon transmission or mailing to the addresses below:

To Seller:

Borough of Clayton
125 N. Delsea Drive
Clayton, New Jersey 08312
Attention: Borough Clerk
Attention: Tim Scaffidi, Esquire

With a copy to:

Suzanne Cunningham
Century 21 Raug and Johns
508 Hurffville Cross Keys Road
Sewell, NJ 08080
Email SuzanneCunningham.C21.com;
(856) 582-0366 ext 115

To Buyer:

Darshiraja, LLC
369 N Delsea Drive
Clayton, new Jersey 08312

With a copy to:

Cahill, Wilinski Rhodes & Joyce, P.C.
Attention: Peter M. Rhodes, Esquire
89 Haddon Avenue, Suite A
Haddonfield, NJ 08033
Fax: (856) 428-8471
Email: pmr@cahill-law.com

11. This contract shall be governed by the laws of the State of New Jersey. The covenants, conditions, and agreements herein shall be binding upon each of the parties hereto and their successors and assigns, and shall be deemed to contain all their terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties, or agreements. The terms and conditions to be performed by the Seller shall survive the delivery and acceptance of the deed. Any portion of this contract declared invalid by law will not void the remainder of this contract.

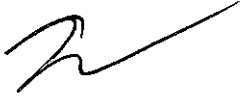
12. Buyer and Seller agree that the New Jersey Uniform Electronic Transaction Act, N.J.A.A. 12A:12-1 to 26, applies to this transaction, including but not limited to the parties and their representatives having the right to use electronic signatures and electronic documents that are created, generated, sent, communicated, received, or stored in connection with this transaction. Since Section 11 of the Act provides that acknowledging an electronic signature is not necessary for the signature of such a person where all other information required to be included is attached to or logically associated with the signature or record, such electronic signatures, including but not limited to an electronic signature of one of the parties to this Contract, do not have to be witnessed.

Wherefore the parties have set their hands and seals as of the date set forth next to their signatures below.

WITNESS:

BOROUGH OF CLAYTON, Seller

9-9-21
Date:

BY: 

Name of Authorized Person
Title

WITNESS:

DARSHIRAJA LLC, Buyer

Date:

BY: _____
HETAL MODI, Authorized Person