

Community: Arbor Bend Linden 50s-LN
Tract (Map No.): 4036
Phase: 000/Block:
Lot/Unit No: 167/
Buyer: Mallikarjuna Rao Mudigonda

Homesite: 0167

MERITAGE HOMES

Meritage Homes Corporation
Arbor Bend Linden 50s-LN
Manteca, CA 95336

Deposit Log
Mallikarjuna Rao Mudigonda

2948 Tostalinda Dr
Tracy, CA 95377
5098694215

Plan and Homesite

Plan	4024 E-Plan 5-4024-2541-Two Story Farmhouse Residence 5
Tract	4036
Homesite	0167
MTH Job No.	25523800167
Address	1889 HOLLAND LN
Stage	Released For Construction

Sale Information

Date Sale	8/13/2023 S-260921
Design Agent	
Sales Agent	Harvey Edwards

Payment Summary

Earnest Money Deposits

Required:	\$10,000.00
Due:	\$0.00
Received	\$10,000.00

Option Deposits

Required:	\$0.00
Due:	\$0.00
Received	\$0.00

Custom Option Deposits

Required:	\$0.00
Due:	\$0.00
Received	\$0.00

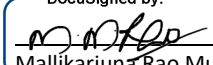
Other Deposits


Required:	\$10,000.00
Due:	
Received:	\$10,000.00

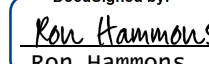
Total Received	\$10,000.00
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Type	Due Date	Received Date	Check Number	Check Type	Description	Amount
Earnest Money to Title Company	8/13/2023	8/12/2023	219	Check		\$10,000.00

Approvals:

DocuSigned by:

Mallikarjuna Rao Mudigonda
AD81191743024CD...
8/13/2023
Date

DocuSigned by:

Harvey Edwards
3208166A75784DA...
Harvey Edwards sales Associate
8/13/2023
Date

DocuSigned by:

Ron Hammons
0884621921D849E...
Vice President of Finance - Northern California
8/21/2023
Date

Staple Check Here

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MERITAGE HOMES
NEW HOME PURCHASE AGREEMENT
(CALIFORNIA SINGLE-FAMILY HOME – LIVE.NOW)

THIS NEW HOME PURCHASE AGREEMENT (this “**Agreement**”) is entered into by and between MERITAGE HOMES OF CALIFORNIA, INC., a California corporation (“**Meritage**”), and the undersigned buyer(s) (collectively, “**Buyer**”). This Agreement (including the attached schedules), together with any addenda to this Agreement that may at any time be executed by Buyer, all as and to the extent accepted and executed by Meritage in accordance with this Agreement, collectively, constitute the “**Contract**”.

1. **Purchase and Sale.** Subject to and upon the terms and conditions of the Contract, Meritage agrees to sell and Buyer agrees to purchase the Lot identified below, together with a residential dwelling and any related improvements (collectively, the “**Lot Improvements**”) that have been constructed thereon or will be constructed thereon substantially in accordance with the home plan and elevation (the “**Plan**”) identified below. The Lot and the Lot Improvements, collectively, are referred to in the Contract as the “**Home**.” If the interest being purchased pursuant to this Agreement is a Condominium Unit, the terms “Lot” or “lot” or “Home” as used in this Agreement shall be deemed to refer to the Condominium Unit.

<u>Subdivision</u>	<u>Lot</u>	<u>Plan/Elevation</u>	<u>Color Group</u>
Arbor Bend Linden 50s-LN	167	Plan 4024-E - 25523800000	30

<u>Garage</u>	<u>Exterior Paint</u>	<u>Exterior Finish</u>	<u>Roof Selection</u>
Left	30		

<u>Lot to</u>	168	<u>Plan/Elev:</u>	6	<u>Exterior</u>	NONE
<u>Left:</u>				<u>Color:</u>	
<u>Lot to</u>	166	<u>Plan/Elev:</u>	7	<u>Exterior</u>	NONE
<u>Right:</u>				<u>Color:</u>	
<u>Lot</u>	NONE	<u>Plan/Elev:</u>	NONE	<u>Exterior</u>	NONE
<u>Across</u>				<u>Color:</u>	
<u>Street:</u>					

Specific lot placement requests (NON-STANDARD LOTS ONLY):

ANTICIPATED HOME ADDRESS: 1889 HOLLAND LN, Manteca, CA 95337, based on currently available information and subject to change.

STANDARD SELECTIONS.

Option	Quantity Selected	Extended Price
APC232 - WHIRLPOOL REFRIGERATOR SS-SIDE BY SIDE	1	\$2,090.00

Lot: 167
 Buyer: Mallikarjuna Rao Mudigonda

Buyer's Initials: DS
MRM

Option	Quantity Selected	Extended Price
APCE91 - WHIRLPOOL WASHER-DRYER WHITE-ELEC-TOPLOAD	1	\$1,690.00
BT10415B - Option Package - Fresh Tile - Includes: CABINETS COUNTERTOP, FLOOR TILE/CARPET BACKSPLASH See Spreadsheet for Full Option Description	1	\$19,300.00
CS10415B - Cabinet Enhancement Fresh Optional Cabinet Locations per Live.Now Enhancement by Plan	1	\$3,582.00
ELN10E5B - Flooring Enhancement Fresh Extended Tile Option	1	\$7,165.00
LELC002A - Electrical / Lighting Enhancement per Plan Refer to collateral for list of enhancements	1	\$5,211.00
MNDLNEH - Live.Now Service Door Enhancement Per Plan	1	\$1,338.00
SOLARPUR - 4.2kW Sun Power Solar System. InvisiMount Inset Installation. Solar Monitoring for the life of the system.	1	\$19,920.00
ZCOLOR30 - Color Scheme 30 Elevation Farmhouse See Binder For Details	1	\$0.00
		\$60,296.00

PURCHASE PRICE. The Purchase Price for the Property shall be the sum of the following:

Base Price	\$694,950.00
Lot/Unit Premium	\$4,500.00
Standard Selections Upgrade Charges	\$60,296.00
Customer Selections and Options Upgrade Charges	\$0.00
Option Credit	\$29,250.00
Lot Premium Reduction	\$4,500.00
Total Purchase Price Credits	\$33,750.00
TOTAL PURCHASE PRICE	\$725,996.00

EARNEST MONEY DUE AT CONTRACT. \$10,000.00

CLOSING CREDITS/INCENTIVES.

Lot: 167
Buyer: Mallikarjuna Rao Mudigonda

Buyer's Initials: 

Preferred Lender Incentive (if applicable) \$30,000.00

Other Closing Incentives (if applicable) 0

CLOSING AGENT DESIGNATION. Buyer hereby designates the Closing Agent by initialing beside either “Preferred Closing Agent” or “Alternative Closing Agent” and providing the information related to such Closing Agent, as applicable:

Preferred Closing Agent: First American Title Company Roseville

Address: 3400 Douglas Blvd suite 130
Roseville, ca 95661

Contact: Gessica Ambris Phone #: (916) 786-5300

Buyer's Initials: 

Buyer is not obligated to obtain closing services from Preferred Closing Agent and Buyer is solely responsible for selecting the Closing Agent so long as the selected Closing Agent is experienced in performing and qualified to perform the duties of Closing Agent under the Contract and has an office open during customary business hours in the same municipality as the Meritage office designated in the Contract.

Alternate Closing Agent:

Address:

Contact: Phone #:

Fax #: Email:

2. **Escrow.** The transaction contemplated by the Contract will be accommodated through an escrow (the “**Escrow**”) established with Closing Agent identified above. Buyer has the right (in Buyer’s sole discretion), at the time Buyer enters into this Agreement, to designate the title insurance company, title agency, law firm and/or attorney, as applicable, to act as the Closing Agent under the Contract so long as such entity is experienced in performing and qualified to perform the duties of Closing Agent under the Contract and such entity has an office open during customary business hours in the same municipality as the Meritage office designated at the end of this Agreement. If Buyer selects an “**Alternative Closing Agent**” (as identified above), Meritage shall have the right at any time to refuse to deal with such Alternative Closing Agent if, in Meritage’s sole and absolute discretion, the procedures and/or documents required by such Alternative Closing Agent are not satisfactory to Meritage, and in such event Meritage may cancel the Contract, whereupon any Earnest Money shall be returned to Buyer and neither party shall have any further rights, obligations, or liabilities under the Contract (except for those that specifically survive such cancellation). Following Buyer’s initial designation of the Closing Agent, Buyer cannot change the Closing Agent without Meritage’s prior written consent (which consent may be withheld by Meritage in its sole discretion). If Meritage does not provide such written consent, then: (i) Meritage is deemed to have disapproved Buyer’s attempted change of Closing Agent; and (ii) Buyer shall be deemed to be in default under the Contract and Meritage may immediately exercise all rights and remedies under the Contract.

3. **Purchase Price.** The Purchase Price will be paid by Buyer as follows:

A. **Earnest Money.** Buyer will pay the Earnest Money shown in Section 1 above, in U.S. funds, directly to Meritage and will not be placed in a neutral escrow account. Buyer assumes the risk of losing the Earnest Money if Meritage is unable or unwilling to perform under the terms of the Contract. Meritage may receive certain financial benefits as a result of the Earnest Money being delivered directly to Meritage and Meritage will not have any obligation to share with Buyer, or account to Buyer for the value of, any such benefits. Notwithstanding the foregoing, if Buyer’s financing will consist of a VA loan (as and solely to the extent specified in any Financing Addendum executed by Buyer and Meritage in accordance with Section 4.B below), or if specifically provided otherwise in the Contract, the Earnest

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