



RESIDENTIAL PURCHASE AGREEMENT



(Joint Escrow Instructions)

1
2 **Jyoti Capital LLC** Date: _____
3 _____ (“Buyer”, hereby offers to purchase
4 _____ (“Property”),
5 within the city or unincorporated area of _____, County of _____,
6 State of Nevada, Zip _____ A.P.N # _____ for the purchase price of
7 \$ _____ (_____ dollars) (“Purchase Price”)
8 on the terms and conditions contained herein: **BUYER** **does -OR- does not** intend to occupy the Property as a residence.
9

Buyer's Offer

10 **1. FINANCIAL TERMS & CONDITIONS:**

11 \$ 3000 **A. EARNEST MONEY DEPOSIT** (“EMD”) is presented with this offer **-OR- 3 days**
12 _____ . Following the date of Acceptance,
13 Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 24
14 herein) **-OR-** ____ business days if wired to: Escrow Holder, Buyer's Broker Trust Account **-OR-** Seller's
15 Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a
16 \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)
17

18 \$ _____ **B. ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) _____. The
19 additional deposit will **—OR—** will not be considered part of the EMD. (Any conditions on the additional
20 deposit should be set forth in Section 30 herein.)
21

22 \$ _____ **C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:**
23 Conventional, FHA, VA, Other (specify) _____ .
24 \$ _____ **D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE
25 FOLLOWING EXISTING LOANS(S):**
26 Conventional, FHA, VA, Other (specify) _____ .
27 Interest: Fixed rate, _____ years **—OR—** Adjustable Rate, _____ years. Seller further agrees to provide
28 the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE
29 (5) calendar days following the date of Acceptance.
30

31 \$ _____ **E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS
32 IN THE “FINANCING ADDENDUM” which is attached hereto.**
33

34 \$ _____ **F. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to Close
35 of Escrow (“COE”).
36

37 \$ _____ **G. TOTAL PURCHASE PRICE** (This price DOES NOT include closing costs, prorations, or other fees and
38 costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jyoti Capital LLC BUYER(S) INITIALS: df / _____ / _____ / _____

Property Address: _____
Residential Purchase Agreement Rev. 10/24

SELLER(S) INITIALS: _____ / _____ / _____
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1 **2. BUYER REPRESENTATIVE/BUYER BROKER COMPENSATION:** At the close of escrow or the exchange of
2 the subject property, Seller shall pay the Buyer's Representative/Buyer's Broker ("Buyer's Representative/Buyer's Broker")
3 _____ % of the gross sales price of the property or \$ _____. Upon execution of this Residential Purchase Agreement or
4 subsequent Counter Offer(s), this clause is no longer negotiable exclusively between Buyer and Seller and any modification
5 thereafter must be ratified in writing by the Buyer's Representative/Buyer's Broker.
6

7 **3. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

8 **A. NEW LOAN APPLICATION:** Within _____ business days following the date of Acceptance, Buyer
9 agrees to (1) submit completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based
10 upon a standard factual credit report and review of debt-to-income ratios. If Buyer fails to complete any of these conditions
11 within the applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to
12 cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and
13 conditions outlined in this Agreement.

14 **B. APPRAISAL CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon the
15 property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer
16 receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a
17 "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller
18 (with a copy of the Appraisal) no later than _____ calendar days following the date of Acceptance of the RPA; whereupon
19 Buyer is entitled to a whole refund of their EMD, referenced in Section 1(A), by a fully cooperated and executed cancellation
20 of escrow instructions and the release of Buyer's funds through their reserved right to cancel pursuant to this contingency per
21 NRS 645A.175. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

22 **C. LOAN CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon Buyer obtaining
23 the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan
24 contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than _____
25 calendar days following the date of Acceptance of the RPA; whereupon Buyer is entitled to a whole refund of their EMD,
26 referenced in Section 1(A), by a fully cooperated and executed cancellation of escrow instructions and the release of Buyer's
27 funds through their reserved right to cancel pursuant to this contingency per NRS 645A.175. **IF this Residential Purchase
28 Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have
29 waived the loan contingency.**

30 **D. CASH PURCHASE:** Within _____ business days following the date of Acceptance, Buyer agrees to provide
31 written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not
32 submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

33 **4. SALE OF OTHER PROPERTY:**

- 34 A. This Agreement is NOT contingent upon the sale of any property owned by the Buyer. —OR—
35 B. (if checked): The attached Contingent Upon Sale Addendum is hereby incorporated into this agreement.

36 **5. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
37 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 8(F) of this Agreement,
38 all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical,
39 mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power
40 system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings,
41 attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air
42 coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping,
43 trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s).

44 The following additional items of personal property are also included:
45

46 _____
47 _____
48 _____
49 _____
50 _____
51 _____
52 _____
53 _____
54 _____

Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is
otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jyoti Capital LLC BUYER(S) INITIALS: df / / /

Property Address: _____ Residential Purchase Agreement Rev. 10/24

SELLER(S) INITIALS: / / /
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1 **6. ESCROW:**

2 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow
3 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day following the date of Acceptance of this
4 Agreement ("Opening of Escrow"), at Stewart Title _____ title or escrow company ("Escrow Company"
5 or "ESCROW HOLDER") with Gretchen Powers _____ ("Escrow Officer") (or such other escrow officer as
6 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
7 Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and
8 the Escrow Number.

9 **B. EARNEST MONEY:** Following the date of Acceptance , Buyer's EMD as shown in Section 1(A), and 1(B)
10 if applicable, of this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable, and subject
11 to NRS 645A.175.

12 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on or before 21 days of acceptance (date).
13 If the designated date falls on a weekend or holiday, COE shall be the next business day.

14 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW
15 HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction
16 and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this
17 information to the Internal Revenue Service after COE in the manner prescribed by federal law.

18 **7. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and
19 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase
20 price, furnished by the title company identified in Section 6(A). Said policy shall be in the form necessary to effectuate
21 marketable title or its equivalent and shall be paid for as set forth in Section 9(A).

22 **8. BUYER'S DUE DILIGENCE:** Buyer's obligation is **-OR-** is not conditioned on the Buyer's Due Diligence as
23 defined in this section 8(A) below. This condition is referred to as the "Due Diligence Condition". If checked in the affirmative,
24 Sections 8 (A) through (C) shall apply. Otherwise, they do not. Buyer shall have 10 calendar days following the date of
25 Acceptance of the RPA (as defined in Section 24 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with
26 Buyer's Due Diligence. **Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights**
27 **are on for Buyer's investigations and through the close of escrow.**

28 **A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such action
29 as Buyer deems necessary to determine whether the Property is satisfactory to Buyer, including, but not limited to, whether the
30 Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the
31 Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether
32 the Property is properly zoned, locality to freeways, railroads, places of worship, schools, golf courses, etc.) or any other
33 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/ non-
34 destructive inspection of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic,
35 pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified
36 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to
37 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request
38 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries
39 suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any
40 misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with
41 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools, proximity and
42 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;
43 other governmental services; existing and proposed transportation; construction and development; noise or odor from any
44 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,
45 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
46 number of the inspector.

47 **B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer determines, in Buyer's sole
48 discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline
49 referenced in Section 8, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon Buyer
50 is entitled to a whole refund of their EMD, referenced in Section 1(A), by a fully cooperated and executed cancellation of
51 escrow instructions and the release of Buyer's funds through their reserved right to cancel pursuant to this provision (NRS
52 645A.175) or (ii) no later than the Due Diligence Deadline referenced in Section 8, resolve in writing with Seller any objections
53 Buyer has arising from Buyer's Due Diligence.

54 **C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer fails to cancel the Residential Purchase
55 Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided
56 in Section 8, **Buyer shall be deemed to have waived the Due Diligence Condition.**

57 **BUYER'S INITIALS:** df / / /

58 Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is
59 otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jyoti Capital LLC

BUYER(S) INITIALS: df / / /

Property Address: _____
Residential Purchase Agreement Rev. 10/24

SELLER(S) INITIALS: _____ / _____ / _____
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1 **D. INSPECTIONS:** Acceptance of this offer is subject to the following reserved right. Buyer may have the
 2 Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who
 3 will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are
 4 turned on and supplied to the Property within two (2) business days following the date of Acceptance of this Agreement, to
 5 remain on until close of escrow ("COE"). It is strongly recommended that Buyer retain licensed Nevada professionals to
 6 conduct inspections. If any inspection is not completed and requests for repairs are not delivered to Seller within the Due
 7 Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs
 8 that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing
 9 expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE,
 10 along with the applicable invoice. (Identify which party shall pay for the inspection noted below either: SELLER,
 11 BUYER,50/50, WAIVED OR N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Home Inspection	buyer	Termite Inspection	buyer	Soil Inspection	buyer
Pool/Spa Inspection	buyer	Pest Inspection	buyer	Survey (type):	buyer
Roof Inspection	buyer	Septic Lid Removal	buyer	Fungal Contaminant	buyer
HVAC/Furnace Inspection	buyer	Septic Pumping	buyer	Air Quality Testing	buyer
Electrical Inspection	buyer	Septic Inspection	buyer	Radon Testing	buyer
Plumbing/Sewer Inspection	buyer	Well Inspection	buyer	Lead Based Paint Testing	buyer
Structural Inspection	buyer	Water Quality Report	buyer	Elevator	buyer
Wood-Burning Device/Chimney Inspection	buyer	Water Quantity Report	buyer	Other:	

12 **E. ADDITIONAL INSPECTIONS AND/OR CERTIFICATIONS:** In the event an inspection reveals areas
 13 of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant,
 14 or any other issue/concern that was discovered on the home inspection or any other disclosures per section 12, Buyer reserves
 15 the right to require a certification or additional inspections within their due diligence period. The expenses for certifications
 16 or additional inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE
 17 (along with the applicable invoice). A certification is not a warranty.

18 **F. BUYER'S REQUEST FOR REPAIRS:** It is Buyer's responsibility to inspect the Property sufficiently as
 19 to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items
 20 which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general
 21 maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of
 22 Acceptance, and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise
 23 provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or
 24 deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and
 25 Seller or requested by one party.

26 **9. FEES, AND PRORATIONS** (Identify which party shall pay the costs noted below either: SELLER, BUYER,
 27 50/50, WAIVED or N/A.)

28 **A. TITLE, ESCROW & APPRAISAL FEES:**

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	seller	Lender's Title Policy	seller	Owner's Title Policy	seller
Real Property Transfer Tax	seller	Appraisal	seller	Other:	

29 **B. PRORATIONS:** Any and all rents, taxes, interest, homeowner association fees, trash service fees, sewer
 30 service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property
 31 shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving
 32 future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of
 33 COE. Prorations will be based upon figures available at closing. Any supplements or adjustments that occur after COE will
 34 be handled by the parties outside of Escrow.

35 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company shall
 36 provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)
 37 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be
 38 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
 39 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such
 40 exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by
 41 providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the
 42 Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted
 43 Exceptions."

Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jyoti Capital LLC BUYER(S) INITIALS: df / _____ / _____ / _____

Property Address: _____ Residential Purchase Agreement Rev. 10/24

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D. CLOSING FEES: In addition to Seller's expenses identified herein, Seller will contribute \$⁰ to Buyer's Lender's Fees **including** **OR** **excluding** costs which Seller must pay pursuant to loan program requirements, Title and Escrow Fees and/or Buyer's reoccurring and non-reoccurring closing fees that may include brokerage Commissions not covered as part of the cooperation offered but not limited to. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

E. HOME PROTECTION PLAN: Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. **Buyer** **waves** –OR– **requires** a Home Protection Plan with _____ . **Seller** –OR– **Buyer** will pay for the Home Protection Plan at a price not to exceed \$_____. **Buyer** will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans.

10. TRANSFER OF TITLE: Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes, (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public utility easements; and (4) obligations assumed, and encumbrances accepted by Buyer prior to COE. Buyer is advised the Property may be reassessed after COE which may result in a real property tax increase or decrease.

11. COMMON-INTEREST COMMUNITIES: If the Property is subject to a Common Interest Community (“CIC”), Seller shall provide AT SELLER’S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the “resale package”). Seller shall request the resale package within two (2) business days following the date of Acceptance and provide the same to Buyer within one (1) business day of Seller’s receipt thereof.

- **Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package.** If Buyer elects to cancel this Agreement pursuant to this statute, he/she must deliver, via hand delivery, prepaid U.S. mail, or electronic transmission, a written notice of cancellation to Seller or his or her authorized agent.
 - **If Buyer does not receive the resale package within fifteen (15) calendar days following the date of Acceptance , this Agreement may be cancelled in full by Buyer without penalty.** Notice of cancellation shall be delivered pursuant to Section 25 of the RPA.
 - Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

A. CIC RELATED EXPENSES: (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By
CIC Demand	seller	CIC Capital Contribution	seller
Final Inspection Fee	buyer	CIC Transfer Fee/Setup Fee	seller

12. DISCLOSURES: Within five (5) calendar days following the date of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents. Check applicable boxes.

- Seller Real Property Disclosure Form:** (NRS 113.130)
 - Open Range Disclosure:** If seller has marked “Yes” to paragraph 2(g) of the Sellers real property disclosure (NRS 113.130)
 - Construction Defect Claims Disclosure:** If Seller has marked “Yes” to Paragraph 1(d) of the Sellers Real Property Disclosure Form (NRS 40.688)
 - Lead-Based Paint Disclosure and Acknowledgement:** required if constructed before 1978 (24 CFR 745.113)
 - “Hey...” It’s A Smart Home Disclosure**
 - Solar Panel Addendum (Photovoltaic-PV)**
 - Other:** (list)

Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

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BUYER(S) INITIALS: df / / /

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1 **13. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard
2 to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or
3 handicap and any other current requirements of federal or state fair housing laws.

4 **14. WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through
5 of the Property within 1 calendar days prior to COE to ensure the Property and all major systems, appliances,
6 heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure
7 Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted
8 by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including
9 all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no
10 power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-
11 through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is
12 being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other
13 obligations. **If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects
14 of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have
15 reasonably been identified by a walk-through inspection, except as otherwise provided by law.**

17 **15. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door
18 opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees
19 to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
20 **☒ COE –OR– _____**. In the event Seller does not vacate the Property by this time, Seller shall be
21 considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property
22 after the date indicated in this section shall be considered abandoned by Seller.
23

25 **16. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
26 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
27 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall
28 shift to Buyer.
29

30 **17. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable
31 unless agreed upon in writing by all parties.
32

33 **18. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
34 terms contained herein, the Buyer is entitled to a whole refund of their EMD, referenced in Section 1(A), by a fully
35 cooperated and executed cancellation of escrow instructions. Neither Buyer nor Seller will be reimbursed for any expenses
36 incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless
37 otherwise provided herein or except as otherwise provided by law).
38

39 **19. DEFAULT:**

40 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
41 parties agree to engage in mediation, a dispute resolution process, through a mediator mutually agreed upon by the parties.
42 Mediation fees, if any, shall be divided equally among the parties involved. Notwithstanding the foregoing, in the event the
43 Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have
44 an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties
45 confirm that they have read and understand this section and voluntarily agree to the provisions thereof.
46

47 **BUYER(S) INITIALS:** df / _____ / _____ / _____ **SELLER(S) INITIALS:** _____ / _____ / _____ / _____
48

49 **B. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal
50 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages
51 incurred by Buyer due to Seller's default.
52

53 **C. IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, as Seller's sole legal
54 recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages
55 would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a
56 result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B)
57 herein will be immediately released by ESCROW HOLDER to Buyer.

Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is
otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jyoti Capital LLC

BUYER(S) INITIALS: df / _____ / _____ / _____

Property Address: _____
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SELLER(S) INITIALS: _____ / _____ / _____
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Instructions to Escrow

30. **ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense,
except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting
demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree
that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to
deposit all such documents and monies with the Court and obtain an order from the Court requiring the parties to interplead
and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader,
ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and
ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any
instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure
of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW
HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies,
instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms
of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named
as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW
HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

21. **UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW
HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said
charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as
the funds are held by ESCROW HOLDER.

Brokers

22. **BROKER'S COMPENSATION/FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement
per Section 2, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third-party beneficiary to
this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered
for the procurement of ready, willing and able Buyer per this Residential Purchase Agreement. Seller understands and agrees
that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all
legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's
Broker, Buyer will -OR- will not pay Buyer's Broker additional compensation in an amount determined between the
Buyer and Buyer's Broker.

23. **HOLD HARMLESS AND WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any
representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS,
WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself,
as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by
Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual
acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b)
inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the
Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the
Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer
assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as
Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that
Broker's commission/fee received in this transaction.

Other Matters

24. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to a final, binding contract by
affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered
to both parties pursuant to Section 25 herein. "Agent" means a licensee working under a Broker or licensees working under
a developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a
written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional.

Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is
otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jyoti Capital LLC

BUYER(S) INITIALS: df / _____ / _____ / _____

Property Address: _____
Residential Purchase Agreement Rev. 10/24

SELLER(S) INITIALS: _____ / _____ / _____
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TRANSACTIONS
Transaction Desk Edition

1 **"Bona Fide"** means genuine. **"Buyer"** means one or more individuals or the entity that intends to purchase the Property.
2 **"Broker"** means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate
3 agents associated therewith). **"Business Day"** excludes Saturdays, Sundays, and legal holidays. **"Calendar Day"** means a
4 calendar day from/to midnight unless otherwise specified. **"CFR"** means the Code of Federal Regulations. **"CIC"** means
5 Common Interest Community (formerly known as "HOA" or homeowners' associations). **"CIC Capital Contribution"**
6 means a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. **"CIC Transfer**
7 **Fees"** means the administrative service fee charged by a CIC to transfer ownership records. **"Close of Escrow (COE)"**
8 means the time of recordation of the deed in Buyer's name. **"Default"** means the failure of a Party to observe or perform any
9 of its material obligations under this Agreement. **"Delivered"** means personally delivered to Parties or respective Agents,
10 transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. **"Down Payment"** is the
11 Purchase Price less loan amount(s). **"EMD"** means Buyer's earnest money deposit. **"Escrow Holder"** means the neutral
12 party that will handle the closing. **"FHA"** is the U.S. Federal Housing Administration. **"GLVAR"** means the Greater Las
13 Vegas Association of REALTORS®. **"Good Funds"** means an acceptable form of payment determined by ESCROW
14 HOLDER in accordance with NRS 645A.171. **"IRC"** means the Internal Revenue Code (tax code). **"LID"** means Limited
15 Improvement District. **"N/A"** means not applicable. **"NAC"** means Nevada Administrative Code. **"NRS"** means Nevada
16 Revised Statues as Amended. **"Party"** or **"Parties"** means Buyer and Seller. **"PITI"** means principal, interest, taxes, and
17 hazard insurance. **"PMI"** means private mortgage insurance. **"PST"** means Pacific Standard Time and includes daylight
18 savings time if in effect on the date specified. **"PTR"** means Preliminary Title Report. **"Property"** means the real property
19 and any personal property included in the sale as provided herein. **"Receipt"** means delivery to the party or the party's agent.
20 **"RPA"** means Residential Purchase Agreement. **"Seller"** means one or more individuals or the entity that is the owner of the
21 Property. **"SID"** means Special Improvement District. **"Title Company"** means the company that will provide title
22 insurance. **"USC"** is the United States Code. **"VA"** is the Veterans Administration.

23 **25. SIGNATURES, DELIVERY, AND NOTICES:**

24 **A.** This Agreement may be signed by the parties on more than one copy, which, when taken together, each
25 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be
26 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

27 **B.** When a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail,
28 personal delivery, overnight delivery, by facsimile, and/or by electronic transmission to the Agent for that Party. The
29 notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the
30 case of email. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
31 Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to Escrow in the same manner.

32 **26. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
33 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no
34 cost to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

35 **27. HUD/VA/FHA ESCAPE CLAUSE:** It is expressly agreed that, notwithstanding any other provisions of this
36 contract, the purchaser shall not be obligated to complete the purchase of the property described herein or incur any penalty
37 by forfeiture of earnest money or otherwise unless the purchaser has been given, in accordance with HUD/FHA or VA
38 requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct
39 Endorsement Lender setting forth the appraised value of the property of not less than the agreed upon contract purchase price.
40 The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
41 regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
42 the Department of Housing and Urban Development will insure or percent the Department of Veterans Affairs will guarantee.
43 HUD/FHA or VA does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that
44 the price and condition of the property are acceptable.

45 **28. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
46 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
47 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
48 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The
49 parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this
50 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
51 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the
52 losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs
53 incurred by such prevailing party.

Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is
otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jyoti Capital LLC

BUYER(S) INITIALS: df / _____ / _____ / _____

Property Address: _____
Residential Purchase Agreement Rev. 10/24

SELLER(S) INITIALS: _____ / _____ / _____
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TRANSACTIONS
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1 **THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal**
2 **and tax advice to review the terms of this Agreement.**

3
4 **THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®**
5 **(GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY**
6 **PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO**
7 **ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN**
8 **APPROPRIATE PROFESSIONAL.**

9
10 **29. ADDENDUM/ADDENDA ATTACHED:** _____

11 Financing Addendum

12 _____
13 _____
14 **30. ADDITIONAL TERMS:** _____

15 _____
16 _____
17 _____
18 _____
19 _____
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23 _____
24 _____
25 _____
26 _____
27 _____
28 _____

Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jyoti Capital LLC BUYER(S) INITIALS: df / _____ / _____ / _____

Property Address: _____
Residential Purchase Agreement Rev. 10/24

SELLER(S) INITIALS: _____ / _____ / _____ / _____
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Buyer's Acknowledgement of Offer

Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: na Agent's Name: na
Company Name: Agent's License Number:
Broker's License Number: Office Address:
Phone: City, State, Zip:
Fax: Email:

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she: **DOES NOT** have an interest in a principal to the transaction. -OR- **DOES** have the following interest, direct or indirect, in this transaction: Principal (Buyer) -OR- family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) _____.

Seller must respond by: _____ (AM PM) on (month) _____, (day) ____, (year) _____. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Following the date of Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.



Jyoti Holdings LLC

Buyer's Signature _____ Buyer's Printed Name _____ Date _____ : _____ AM PM

Buyer's Signature _____ Buyer's Printed Name _____ Date _____ : _____ AM PM

Buyer's Signature _____ Buyer's Printed Name _____ Date _____ : _____ AM PM

Buyer's Signature _____ Buyer's Printed Name _____ Date _____ : _____ AM PM

Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jyoti Capital LLC BUYER(S) INITIALS: df / / /

Property Address: _____
Residential Purchase Agreement Rev. 10/24

SELLER(S) INITIALS: _____ / _____ / _____
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Seller's Response

Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: _____ Agent's Name: _____
Company Name: _____ Agent's License Number: _____
Broker's License Number: _____ Office Address: _____
Phone: _____ City, State, Zip: _____
Fax: _____ Email: _____

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:
 DOES NOT have an interest in a principal to the transaction. **-OR-** **DOES** have the following interest, direct or indirect, in this transaction: Principal (Seller) **-OR-** family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship) _____.

FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person, then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

SELLER DECLARES that he/she **is not** **-OR-** is a foreign person therefore subjecting this transaction to FIRPTA withholding. **SELLER(S) INITIALS:** _____ / _____ / _____

ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

REJECTION: In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein **is not** accepted.

Seller's Signature _____ Seller's Printed Name _____ Date _____ : _____ AM PM
Time _____

Seller's Signature _____ Seller's Printed Name _____ Date _____ : _____ AM PM
Time _____

Seller's Signature _____ Seller's Printed Name _____ Date _____ : _____ AM PM
Time _____

Seller's Signature _____ Seller's Printed Name _____ Date _____ : _____ AM PM
Time _____

Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jyoti Capital LLC BUYER(S) INITIALS: df / _____ / _____ / _____

Property Address: _____ Residential Purchase Agreement Rev. 10/24

SELLER(S) INITIALS: / / /
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