

1 ANS  
2 Andrew H. Pastwick, ESQ.  
3 Nevada Bar No. 009146  
4 LAW OFFICE OF ANDREW H. PASTWICK L.L.C.  
5 1810 E. Sahara Avenue, Suite 120  
6 Las Vegas, Nevada 89104  
7 Tel: (702) 866-9978  
8 Fax: (702) 369-1290  
9 Attorney for Respondent  
10 Amrit Bhandari

FILED

MAR 21 2019

REAL ESTATE COMMISSION  
BY *Emily Tatter*

6 BEFORE THE REAL ESTATE COMMISSION

7 STATE OF NEVADA

8 SHARATH CHANDRA, Administrator, )  
9 REAL ESTATE DIVISION, DEPARTMENT )  
10 OF BUSINESS & INDUSTRY, STATE OF )  
11 NEVADA )

Case No.: 2017-169

10 Petitioner, )

11 v. )

11 **RESPONDENT AMRIT BHANDARI'S**  
12 **ANSWER**

12 AMRIT BHANDARI, )

12 Date of Hearing: March 26, 2019  
13 Time of Hearing: 9:00 a.m.

13 Respondent. )  
14 )  
15 )

15 COMES NOW Respondent AMRIT BHANDARI, (hereinafter referred to as "Answering  
16 Respondent" or "BHANDARI"), by and through his attorneys of record, Andrew H. Pastwick,  
17 Esq. and the law office of Andrew H. Pastwick, LLC, and in response to Petitioner's Complaint  
18 on file herein, admits, denies, and alleges as follows:  
19

20 **FACTUAL ALLEGATIONS**

21 1. Answering Paragraph 1 of the Complaint on file herein, Answering Respondent  
22 admits to the allegations set forth in said paragraph.  
23

24 2. Answering Paragraphs 2, 3 and 4 of the Complaint on file herein, Answering  
25 Respondent is unable to admit or deny the allegations as set forth in said paragraphs.

26 3. Answering Paragraph 5, 6 and 7 of the Complaint on file herein, Answering  
27 Respondent denies the allegations as set forth in said paragraph.  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

4. Answering Paragraph 8 of the Complaint on file herein, Answering Respondent is unable to admit or deny the allegations as set forth in said paragraph.

5. Answering Paragraphs 9 and 10 of the Complaint on file herein, Answering Respondent admits to the allegations set forth in said paragraphs.

**VIOLATIONS**

10. Answering Paragraphs 11, 12, 13 and 14 of the Complaint on file herein, Answering Respondent denies the allegations as set forth in said paragraphs.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

Petitioner's Complaint fails to state a claim against Answering Respondent upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

The events referred to in the Complaint and injuries, if any, arising therefrom, were caused by the acts of a third person or persons over whom Answering Respondent had no control and no involvement and for which Respondent cannot be held liable.

**THIRD AFFIRMATIVE DEFENSE**

Petitioner's claims are non-perfected and invalid.

**FOURTH AFFIRMATIVE DEFENSE**

Answering Respondent has valid and/or equitable excuses for any claims raised by Plaintiff.

**FIFTH AFFIRMATIVE DEFENSE**

Petitioner's claims are barred by principals of failure of consideration.

**SIXTH AFFIRMATIVE DEFENSE**

Petitioner has failed to name necessary and indispensable parties for relief.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SEVENTH AFFIRMATIVE DEFENSE**

Respondent alleges that he observed and discharged each and every duty required of it by law and due care

**EIGHTH AFFIRMATIVE DEFENSE**

Respondent states that he complied with NRS 645 *et. seq.* and NAC *et. seq.*

**NINTH AFFIRMATIVE DEFENSE**

Respondent states that he complied with NRS 645 *et. seq.* and NAC *et. seq.*

Answering Respondent reserves the right to amend this Answer to add additional affirmative defenses as discovery progresses and new facts come to light.

WHEREFORE, Answering Respondent prays that this Tribunal finds that he did not commit any violations and therefore is not subject to any administrative penalty as set forth in NRS 645.300 *et. seq.*

**STATEMENT**

**I. RESPONDENT’S CRIMINAL RECORD HAS BEEN SEALED AND THEREFORE HE WAS NOT UNDER ANY OBLIGATION TO DISCLOSE HIS PRIOR CONVICTION AT THE TIME HE COMPLETED HIS APPLICATION FOR REINSTATEMENT.**

Respondent BHANDARI’s California criminal record has been sealed and therefore he was not under any obligation to disclose his prior California conviction at the time he completed his application for reinstatement. In Baliotis v. Clark County, cited *supra*, the Nevada Supreme Court held that if Applicant’s criminal record is sealed, the applicant has no obligation to disclose on his application the contents of the sealed record. Baliotis v. Clark County, 102 Nev. 568 , 729 P.2d 1338 (1986). More specifically the Court in Baliotis held:

In the instant case, the legislative history surrounding NRS 179.245-.301 indicates that the sealing statute was enacted to remove ex-convicts’ criminal records from public scrutiny and to allow convicted persons to lawfully advise prospective employers that they have had no criminal arrests and convictions with respect to the sealed events. See Hearing on A.B. 491 before the Assembly Judiciary Comm.,

56th Sess. (1971) p. 254; Hearing on A.B. 491 before the Senate Judiciary Comm.,  
56th Sess. (1971) vol. 2, p. 221.

Id. 102 Nev. at 570, 729 P.2d at 1340.

The Court went on to say:

The statute was enacted to enhance employment and other opportunities for such formerly convicted persons. It was intended to remove the stigma associated with the conviction of a crime and to give those individuals another chance, so to speak, unencumbered by that stigma. The statute does not, however, impose any duty on members of the public who are aware of the conviction to pretend that it does not exist. In other words, the statute authorizes certain persons to misrepresent their own past. It does not make that representation true.

The net effect of Nevada's sealing statute, except as to gaming matters, is a **legal dispensation that regards criminal events itemized in the sealed record as if they had never occurred.** The statute thus confers a substantial benefit on convicted persons who may appropriately disavow involvement with the criminal justice system. (emphases added)

Id. 102 Nev. at 571, 729 P.2d at 1340.

In this dispute, Respondent BHANDARI's 1990's California criminal record was sealed and all documents involving the incident were destroyed more than two decades ago.<sup>1</sup> As a result of the criminal records being sealed, Respondent did not have any obligation to report it on his Nevada Real Estate Application for Reinstatement. Respondent respectfully requests that this Division dismiss the allegation that he violated NRS 645.630(1).

## II. **RESPONDENT DID DISCLOSE THAT CENTURY 21 WAS HIS BROKER ON PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS**

Respondent BHANDARI did properly disclose that CENTURY 21 was his broker on the purchase and sale agreement and escrow instructions. NRS 645.630(1)(a) states in part:

### **NRS 645.630 Authorized disciplinary action; grounds for disciplinary action; orders imposing discipline deemed public records.**

1. The Commission may require a licensee, property manager or owner-developer to pay an administrative fine of not more than \$10,000 for each violation he or she commits or suspend, revoke, deny the renewal of or place conditions upon his or her license, permit or registration, or impose any combination of those

---

<sup>1</sup> Anaheim Police Department, Local Criminal History Transcript for Amrit Bhandari, attached as Exhibit "1".

1 actions, at any time if the licensee, property manager or owner-developer has, by  
2 false or fraudulent representation, obtained a license, permit or registration, or the  
3 licensee, property manager or owner-developer, whether or not acting as such, is  
4 found guilty of:

5 (a) Making any material misrepresentation.

6 The real estate division has alleged that Respondent failed to disclose to the parties that  
7 Century 21 was Respondent's broker. However, the Purchase and Sale Agreement & Escrow  
8 Instructions that Respondent used to complete the transaction did contain information regarding  
9 his brokerage.<sup>2</sup> More specifically the form states:

10 12. Real Estate Commission. Except as set forth in the Section , Buyer and  
11 Seller each warrant that neither of them has respectively incurred any liabilities or  
12 claims for brokerage commissions or finder's fees in connection with the execution  
13 of this Agreement, and that neither of them has respectively dealt with or has any  
14 knowledge of any real estate broker, agent or salesperson in connection with this  
15 Agreement, other than **Buyer's Broker Century 21**, Amrit Bhandari ("Buyer's  
16 Broker") and Seller's Broker, Northcap Commercial, LLC ("Seller's Broker").  
17 Buyer and Seller acknowledge and agree that Seller's Broker shall be paid a  
18 brokerage commission price pursuant to the terms and conditions of a separate  
19 agreement. Each Party signing this document confirms that prior oral and/or  
20 written disclosure of agency was provided to it in this transaction. (emphases  
21 added)<sup>3</sup>

22 Respondent fully disclosed on the agreement that his broker was Century 21 and did not  
23 attempt to mislead anyone involved in the selling and purchase of 5000 Stanley Avenue, Las  
24 Vegas, Nevada 89115, APN 140-20-802-008 ("Subject Property").

25 Initially, Respondent had completed a Residential Purchase Agreement that did not contain  
26 the required broker notification; however Respondent subsequently used a different Purchase and  
27 Sale Agreement & Escrow Instructions to complete this transaction.<sup>4</sup> This Purchase and Sale  
28 Agreement & Escrow Instructions did have the required broker notification.<sup>5</sup> Respondent  
respectfully requests that the Division dismiss the allegation that he violated NAC 645.333(1)(j)

---

2 Purchase and Sale Agreement & Escrow Instructions, attached as Exhibit "B"  
3 Purchase and Sale Agreement & Escrow Instructions, attached as Exhibit "B"  
4 Residential Purchase Agreement, attached as Exhibit "C".  
5 Purchase and Sale Agreement & Escrow Instructions, attached as Exhibit "B"

1           **III. RESPONDENT WAS NOT REQUIRED TO OBTAIN A SELLER'S REAL**  
2           **PROPERTY DISCLOSURE FORM BECAUSE THIS WAS A COMMERCIAL**  
3           **TRANSACTION.**

4           Respondent completed and turned in all required paperwork concerning the Subject  
5           Property transaction to Century 21 within the five (5) day window. Century 21 has alleged that  
6           Respondent failed to turn in all paperwork involved in the Subject Property transaction. In support  
7           of their position, Century 21 alleges that Respondent failed to turn in the Seller's Real Property  
8           Disclosure Form within five days. NRS 113.130 only requires the completion of the Seller's Real  
9           Property Disclosure Form for residential properties. More specifically NRS 113.130 states in part:

10                   **NRS 113.130 Completion and service of disclosure form before**  
11                   **conveyance of property; discovery or worsening of defect after service of form;**  
12                   **exceptions; waiver.**

13                   1. Except as otherwise provided in subsection 2:

14                   (a) At least 10 days before residential property is conveyed to a purchaser:

15                   (1) The seller shall complete a disclosure form regarding the residential  
16                   property; and

17           In this dispute, NRS 113.130 does not apply to the Subject Property because the property  
18           consist of two 'four-plex' buildings.<sup>6</sup> Respondent properly completed all forms necessary for a  
19           commercial transaction and provide these documents to Century 21 within a timely manner,  
20           fulfilling his obligations under NAC 645.650.

21           It appears that Century 21's confusion on whether Respondent completed and turned in all  
22           relevant documents arises from when Respondent mistakenly initially used a residential purchase  
23           agreement for the Subject Property transaction. However, this mistake was quickly corrected and  
24           Respondent used a commercial purchase agreement for the transaction.

25           As this Division is well aware of, unlike the residential purchase agreements that are  
26           drafted by the Greater Las Vegas Association of Realtors ("GLVAR") and used within the real  
27           estate industry, there is no boiler plate commercial purchase agreement and each commercial

28           

---

<sup>6</sup> Assessor's printout out for 140-20-802-008, attached as Exhibit "D"

1 transaction is unique. The parties involved in the Subject Property transaction drafted and agreed  
2 to the terms of this agreement.

3 Once the Subject Property transaction was completed, Respondent turned all  
4 documentation to Century 21. Respondent was new at Century 21 and was instructed to turn in  
5 all documentation to the receptionist. Prior to completing the transaction, Century 21 did not give  
6 Respondent with any training regarding Century 21's inhouse policies or an orientation regarding  
7 how it wanted its agents to turn in their completed files.

8 After completing the transaction, Respondent turned in all of the documents to the  
9 receptionist at Century 21's front desk. The receptionist advised Respondent that she would give  
10 the documents to the proper individuals. Respondent being new to Century 21, relied on the  
11 receptionist. It was only several weeks after Respondent turned in the paper work that he was  
12 advised that there were problems with the paperwork that he turned in. Respondent quickly  
13 resolved the issue and while it was not required, Respondent had the seller complete a Seller's  
14 Real Property Disclosure Form and turned it into Century 21. More than 2 years later and a small  
15 claims court case decision in favor of Respondent, Century 21 still refuses to pay Respondent his  
16 commission from the Subject Property transaction.<sup>7</sup>

17  
18  
19 Respondent completed and turned in all appropriate paperwork for a commercial  
20 transaction. Century 21 is alleging that Respondent failed to turn in certain paperwork; however,  
21 this paperwork is not required for commercial transactions. Respondent respectfully requests that  
22 this Division dismiss the allegation that he violated NAC 645.650(2) and NAC 645.605(7).  
23  
24  
25  
26  
27

28 <sup>7</sup> Register of Actions for Las Vegas Justice Court Case No. 17A001037, attached as Exhibit "E".

DOCUMENTS

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Exhibit	Document	Bate Nos.
A	Anaheim Police Department	Bhan001-002
B	Purchase and Sale Agreement & Escrow Instructions	Bhan003-014
C	Residential Purchase Agreement	Bhan015-024
D	Assessor's printout out for 140-20-802-008	Bhan025-026
E	Register of Actions for Las Vegas Justice Court Case No. 17A001037	Bhan027-029

Dated this 19 day of March, 2019.

Law Office of Andrew H. Pastwick L.L.C.

By: 

Andrew H. Pastwick, Esq.  
Nevada Bar No. 009146  
1810 E. Sahara Avenue, Suite 120  
Las Vegas, Nevada 89104  
Telephone: (702) 866-9978  
Facsimile: (702) 369-1290  
apastwick@pastwicklaw.com  
Attorneys for Respondent  
Amrit Bhandari

Law Office of Andrew H. Pastwick L.L.C.  
1810 E. Sahara Avenue, Suite 120  
Las Vegas, Nevada 89104  
Phone (702) 866-9978 Fax (702) 369-1290



**CERTIFICATE OF SERVICE**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

I hereby certify that on the 19<sup>th</sup> day of March, 2019, I served a copy of the foregoing  
RESPONDENT AMRIT BHANDARI'S ANSWER in the following manner upon the parties so  
indicated therein as having received service:

- NEFCR System upon the following Parties in accordance with NEFCR 9 and 13:**
  
- First-Class United States mail, postage fully prepaid upon the following Parties who are not registered users in accordance with NEFCR 9(d) a sealed envelope, postage prepaid to the following counsel and/or parties to this matter:**

Real Estate Division  
State of Nevada  
Attn: Legal Administrative Officer  
3300 West Sahara Avenue, Suite 350  
Las Vegas, Nevada 89102

Michelle D. Briggs  
Senior Deputy Attorney General  
555 E. Washington Avenue, Suite 3900  
Las Vegas, Nevada 89101

- Personal Service upon the following users or their Counsel:**



\_\_\_\_\_  
An Employee of Law Office of Andrew H. Pastwick L.L.C.

Law Office of Andrew H. Pastwick L.L.C.  
1810 E. Sahara Avenue, Suite 120  
Las Vegas, Nevada 89104  
Phone (702) 866-9978 Fax (702) 369-1290

# Exhibit

“A”



# ANAHEIM POLICE DEPARTMENT

Raul Quezada, Chief of Police

## LOCAL CRIMINAL HISTORY TRANSCRIPT (California Penal Code Sections 13200 – 13305)

Name: BHANDARI, Amrit

Date of Birth: 01/05/1940

A.K.A's: BHANDARI, Kumar

Sex: Male Height: 6'0 Weight: 195 Hair: BRO Eyes: BRO

A search of the files of the Anaheim Police Department was conducted which resulted in the following. This information is based on a name inquiry only, not fingerprints and is solely the records maintained by the Anaheim Police Department.

Arrest Date	Offense	Disposition
02/09/1996	Warrant 95NM06747 273D(A) PC – Inflict Injury Upon Child 240 PC – Assault 242 PC - Battery	No Dispositions On File
	2 Other Agency Warrants NO921336 & NO9201950	No Dispositions On File
03/14/1991	Other Agency Warrant NO9100596	No Dispositions On File

The above information is intended for the subject of the record and is not for employment, licensing or identification purposes.

Search completed by: Susan Hurley Date: 09/07/17  
Records Supervisor

425 S. Harbor Blvd  
Anaheim, CA 92805

T: (714) 765-1900  
F: (714) 765-1690

www.anahempd.org

Community, Teamwork, Excellence

# Exhibit “B”

SKP Corp WPT, LLC

**PURCHASE AND SALE AGREEMENT & ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is made this 7<sup>th</sup> day of November, 2016, by and between Nilesh K Shah and/or assignee (the "Buyer"), and Nityani Lion Investments, LLC, a Nevada limited liability company (hereinafter referred to as the "Seller") ("Buyer" and "Seller" also may be referred individually, as a "Party," or collectively, as the "Parties").

**RECITALS**

A. Seller agrees to sell and Buyer agrees to purchase certain real property located in Clark County, Nevada, consisting primarily of a eight (8) unit residential apartment complex on 1 Lot of approximately +/- 1.13 acres, Assessor's Parcel Number: 140-20-802-008 (the exact legal descriptions to be provided through escrow and attached as Exhibit "A"), free and clear of all encumbrances, liens, attachments, claims, and obligations, together with any and all rights, easements, hereditaments, and appurtenances thereto and all buildings, improvements, and fixtures thereon, (hereinafter collectively referred to as the "Real Property").

B. Seller agrees to sell and Buyer agrees to purchase all right, title and interest of Seller, if any, in and to the personal property, fixtures and equipment presently affixed or attached to, placed or situated upon the Real Property and used in connection with the ownership, operation and occupancy of the Real Property, and specifically excluding any items of personal property owned by lawful tenants at or on the Real Property ("Tenants") and further excluding any items of personal property owned by third parties or leased to Seller (the "Personal Property"), Seller's rights, title, and interest in all leases now or hereafter affecting the Real Property, together with all refundable security deposits of the Tenants in Seller's possession as of the Closing as defined herein (the "Leases"), and Seller's rights, title, and interest in all vendor agreements and any property management agreement now or hereafter affecting the Real Property or the operation of the Real Property (collectively, the "Vendor Agreements"); and

C. Buyer agrees to purchase the Property, the Personal Property, and Seller's rights, title, and interest to the Leases from Seller on the terms and conditions hereinafter set forth:

In consideration of the mutual promises, covenants, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey the Property to Buyer as follows;

1.1 The Real Property free and clear of all encumbrances, liens, attachments, claims, and obligations, together with any and all rights, easements, hereditaments, and appurtenances thereto and all buildings, improvements, and fixtures thereon;

1.2 The Personal Property attached to, placed or situated upon the Real Property and used in connection with the ownership, operation and occupancy of the Real Property, and specifically excluding any items of personal property owned by the Tenants and

further excluding any items of personal property owned by third parties or leased to Seller (as identified on Schedule 1, attached hereto and incorporated herein).

1.3 All of Seller's rights, title, and interest in the "Leases," as individually identified, including the rent roll, on Schedule 2, attached hereto and incorporated herein; and

1.4 All of Seller's rights, title, and interest in the "Vendor Agreements," as individually identified on Schedule 3, attached hereto and incorporated herein (the "Real Property," the "Personal Property," the "Leases," and the "Vendor Agreements" are hereinafter collectively referred to as the "Property").

2. Purchase Price. Seller agrees to sell and convey the Property and Buyer agrees to purchase the Property from the Seller, for the amount of **FOUR HUNDRED EIGHTEEN THOUSAND DOLLARS All Cash (\$418,000)** (the "Purchase Price"). The Purchase Price shall be payable as follows:

2.1 The sum of **TEN THOUSAND DOLLARS (\$10,000)** (the "Initial Deposit"), shall be paid by the Buyer to Nevada Title Company, Kristin Ravelo ("Title Company" and/or "Escrow Agent"), within two (2) business days of the mutual execution of this Agreement. The Initial Deposit (\$10,000) will be applied to the Purchase Price at the Closing. Upon expiration of the Ten (10) day Inspection Period provided in Section 9 below, the Initial Deposit (\$10,000) immediately shall become non-refundable.

2.2 The balance of the Purchase Price shall be deposited in all cash into Escrow ("Closing Funds") on or prior to Closing as defined in Section 3 below.

3. The Closing. The closing of the purchase and sale of the Property and the delivery of possession of the Property (the "Closing"), shall take place at the offices of the Title Company no later than twenty (20) calendar days after the expiration of the Inspection Period as defined in Section 9 of this Agreement.

4. Establishment of Escrow. Within two (2) business days of execution of this Agreement by Buyer and Seller, the Parties shall open an escrow with the Title Company for the purpose of consummating the purchase and sale of the Property by the delivery of a fully executed copy of this Agreement (such date being the "Opening of Escrow"). Buyer and Seller each hereby agree to execute such additional escrow instructions, not inconsistent with this Agreement, as Escrow Agent may reasonably require; provided, however, that this Agreement shall constitute instructions to Title Company. The Closing shall be consummated through the escrow. 2016-2017 real estate taxes, (based on the most recent information applicable to the fiscal year in which the Closing occurs), utilities, and all other assessments and similar expenses with respect to the Property shall be prorated between the Parties at Closing. Buyer and Seller shall equally split the expense of escrow fees and closing costs for this sale.

4.1 Transfer Tax. Buyer and Seller shall equally split the transfer tax related to the transfer of title for this purchase.

4.2 Proration of Tenants' Rent. Rentals, prepaid rentals and other charges paid under the Tenant leases covering the Property, as and when received, and all Property

expenses to the extent arising from contracts which Buyer has elected to assume as provided in this Agreement shall be prorated as of the Closing. Rent for the calendar month in which the Closing shall occur shall be collected by the Seller and adjusted at Closing on the basis of thirty (30) days to the month with Seller to have the last day. Any non-refundable deposits will be retained by Seller. If Buyer receives any rent payments from any delinquent tenant after the Closing relating to any period of time prior to the date of Closing, Buyer shall deliver such rent to Seller within five (5) days of receipt. If Seller shall receive any rent payment from any tenant after Closing, relating to any period of time after the date of Closing, Seller shall endorse as necessary and forward such rent payment to Buyer within five (5) days of Seller's receipt.

217  
5. Seller's Representations and Warranties. Seller represents and warrants to Buyer that the following matters set forth in Sections 5.1 through 5.6, as of the date hereof and as of the Closing, are true and correct to the best of Seller's knowledge, with the understanding that Buyer is not relying on these representations and warranties in effecting the purchase and sale of the Property, and that all of these representations and warranties are material and shall survive the Closing.

5.1 Authority. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Nevada. Seller has taken all necessary company action to authorize Seller to execute and deliver this Agreement and to perform the transactions herein contemplated. Seller has, or shall have as of the Closing, the right and capacity, and hereby agrees to execute, deliver and perform its obligations under this Agreement and under all documents and instruments contemplated hereby (with this Agreement, such documents and instruments being hereinafter sometimes referred to collectively as the "Purchase and Sale Documents"). The execution and delivery of, and performance of Seller's obligations under the Purchase and Sale Documents, do not require any consent or approval of or any other person or entity. Upon the execution and delivery of the Purchase and Sale Documents, the Purchase and Sale Documents shall constitute the legal, valid, and binding obligations of Seller and shall be enforceable against Seller in accordance with their terms.

5.2 Liens. At Closing, there shall be no obligation or liability of any nature whatsoever, contingent or otherwise, which is or shall become a lien or other encumbrance on the Property, nor has Seller engaged in any action or work with respect to the Property, which could give rise to a claim against the Property.

5.3 Litigation. Seller is not aware of any claims, actions, suits, or other proceedings pending or threatened pertaining to the Property, nor any claims, actions, suits, or other proceedings pending or threatened against Seller or any other person or entity which may affect the Property or Seller's interest in the Property as of Seller's purchase of the Property. Seller is not aware of any state of facts, which, with the passage of time, may reasonably result in the development of any claims, actions, suits, or other proceedings pertaining to the Property or against Seller, which may affect the Property or Seller's interest in the Property.

5.4 Hazardous Materials. Since Seller's purchase of the Property, Seller has not, and to the best of Seller's knowledge, no other person has, caused, or permitted any hazardous material to be placed, stored, held, located, or disposed of, on, under, over, or at the Property. Seller has received no notice, and has no information which would lead Seller

reasonably to believe, that the Property or any contiguous properties have ever been used as a dumpsite or storage site (whether permanent or temporary) for any hazardous material. For purposes of this Agreement, the term "hazardous material" means those substances identified as hazardous or regulated under state or federal environmental laws.

5.5 *Condemnation.* Seller is not aware of any pending eminent domain or condemnation proceeding affecting the Property nor, to the best of Seller's knowledge, is any such proceeding contemplated by any governmental authority.

5.6 *Agreements and Leases.* Seller has no knowledge of any parties in possession or holding any rights to any portion of the Property that have not been specifically disclosed in writing by Seller to Buyer pursuant to this Agreement.

5.7 *No Representation of Condition or Suitability of Property.* Seller does not assert any representation or warranty to Buyer as to the condition or suitability of the Property.

5.8 *Failure of Warranties.* On the failure of any of Seller's warranties and representations contained in Sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, and 5.7 of this Agreement prior to Closing, this Agreement shall, at Buyer's option (and in addition to any other rights or remedies Buyer may have), terminate and all funds and documents which have been deposited or delivered to the Title Company in accordance with this Agreement shall be returned to the Party having deposited same, within two (2) business days of notice of termination of this Agreement. In the event of such termination, each Party hereto shall bear its own expenses.

6. *Buyer's Representations and Warranties.* Buyer represents and warrants to Seller that the following matters set forth in Sections 6.1 through 6.3, as of the date hereof and as of the Closing, are true and correct, with the understanding that Seller is relying on these representations and warranties in effecting the purchase and sale of the Property, and that all of these representations and warranties are material and shall survive the Closing:

6.1 *Authority.* Buyer is an individual. Buyer has taken all necessary action to authorize Buyer to execute and deliver this Agreement and to perform the transactions herein contemplated. The execution, delivery and performance of this Agreement by Buyer will not, with or without the giving of notice and/or the passage of time, violate or constitute a default under any provision of law, any administrative regulation or any judicial, administrative or arbitration order, award, judgment or decree applicable to Buyer, or conflict, violate, result in a breach or termination of or cause a default under Buyer's organizational documents, or any other agreement or obligation by which Buyer is bound or to which it is subject. No consent or approval of this Agreement is required by any third party in order for Buyer to consummate the transaction contemplated hereby.

6.2 *Actions or Claims.* There are no actions or claims pending or, to Buyer's knowledge, threatened before any court, governmental agency, arbitrator, or other tribunal which would prevent Buyer from completing the transactions provided herein in accordance with the terms and conditions of this Agreement.

6.3 *AS-IS.* Buyer acknowledges and agrees that Seller shall sell and convey to Buyer, and Buyer shall accept the property "AS-IS, WHERE IS, WITH ALL FAULTS" except



to the extent expressly provided otherwise in this Agreement. Except as expressly set forth in this Agreement, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller, or any property manager, real estate broker, agent, general contractor, subcontractor, design professional or third party representing or purporting to represent Seller, to whomsoever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer acknowledges that all appliances, plumbing, roofs and other equipment and systems at the Property may need to be replaced. Buyer hereby agrees that Buyer is relying solely on its own investigations as to the Property and its value and is assuming the risk that adverse physical, economic or other conditions (including, without limitation, adverse environmental conditions (including, without limitation, soils and groundwater conditions) and status of compliance with the requirements of the Americans With Disabilities Act of 1990 or the Fair Housing Act of 1968, as amended) may not have been revealed by such investigation; and (c) that Seller has given Buyer every opportunity to consider, inspect and review to its satisfaction the physical, environmental, economic and legal condition of the Property. By failing to terminate this Agreement prior to the expiration of the Inspection Period, Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any Hazardous Materials on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon the Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer acknowledges that it will have the opportunity to inspect the Property during the Inspection Period, and during such period, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Property and adjacent areas as Buyer deems necessary.

7. Assignment by Buyer. Buyer may not assign any right, title, or interest in this Agreement to any third party without the prior written consent of Seller, which shall be at Seller's sole and absolute discretion.

8. Conditions to Buyer's Obligation to Close. Buyer's obligation to close under the Purchase and Sale Documents shall be subject to the satisfaction (or waiver by Buyer in writing) of the following conditions on and as of the Closing or such other date as may be set forth below (all of these conditions are also covenants on the part of Seller):

8.1 Accuracy of Representations and Warranties. Seller's representations and warranties set forth herein shall be true and correct on and as of Seller's purchase of the Property and the Closing.

8.2 *Performance by Seller.* Seller has met, complied with and performed any conditions, covenants or agreements required of it by the terms of this Agreement.

8.3 *Title.* Subject to Buyer paying all costs and expenses relating thereto, including any cost of any survey, Title Company will issue to Buyer an ALTA policy of title insurance subject only to the permitted exceptions pursuant to Section 10 of this Agreement.

8.4 *Deed.* Seller shall execute and deliver to Buyer, in recordable form, a grant bargain and sale deed, sufficient to convey to Buyer fee simple title to the Real Property, subject only to the permitted exceptions;

8.5 *Bill of Sale.* Seller shall execute and deliver to Buyer a Bill of Sale sufficient to assign and transfer all of Seller's rights, title, and interest to any Personal Property (an executed copy of which is attached hereto and incorporated herein as Exhibit "B");

8.6 *Assignment and Assumption of Leases.* Executed copies of any assignment by Seller and assumption by Buyer of the Tenant Leases (executed copy(ies) of which is attached hereto and incorporated herein as Exhibit "C");

8.7 *Assignment and Assumption of Vendor Agreements.* Executed copies of any assignment by Seller and assumption by Buyer of the Vendor Agreement (executed copy(ies) of which is attached hereto and incorporated herein as Exhibit "D"). Seller shall terminate prior to or at the Closing any Vendor Agreement not assigned to Buyer;

8.8 *Tenant Notice.* Where necessary, a notice to each Tenant as to the purchase and sale of the Property as required by Nevada law; and

8.9 *Other Closing Documents.* Seller shall execute and deliver to Buyer, any additional documents that Buyer, Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Seller or result in any new or additional obligation, covenant, representation or warranty of Seller under this Agreement beyond those expressly set forth in this Agreement).

9. *Inspection Period and Right to Terminate.* Notwithstanding anything contained herein to the contrary, Buyer shall have a time frame which commences on the date of execution of this Agreement and which expires ten (10) days thereafter within which to conduct its due diligence investigation of the Property (the "Inspection Period"). During the Inspection Period, Buyer may conduct any studies that Buyer deems necessary to proceed with the purchase of the Property, the cost of which inspections and/or studies shall be borne solely by the Buyer. Those studies may include the obtaining of an appraisal of the Property, hydrology studies, soils/geo-technical studies, surveys/engineering studies, studies and/or gathering of information pertaining to location and/or expense of providing utilities to the Property, flood studies, environmental impact/hazardous material studies, Sub-Division Map Act requirements, zoning and/or use ordinances/regulations pertaining to the Property, proposed development of the Property and/or surrounding properties and/or other studies that Buyer, in its sole discretion, deems necessary and/or appropriate. During the Inspection Period, Buyer or its agent(s) or designee(s) shall be entitled to enter upon the Property for the purpose of conducting such studies and Buyer shall

leave the Property in substantially the same condition in which it existed prior to the time of such entry. Buyer agrees to indemnify and hold Seller harmless from and against all costs, expenses, losses, attorneys' fees, liabilities (including, but not limited to, claims or mechanic's liens) incurred or sustained by Seller or imposed on the Property, as a result of Buyer's entry or acts. Buyer and/or its agents, vendors, or contractors shall further indemnify and hold Seller harmless from and against any and all costs, expenses, losses and attorneys' fees incurred or sustained by Seller as a result of personal injury or death, property damage, or claims of any nature arising from, in connection with, or as a result of Buyer's evasive testing or inspections onto the Property. Buyer's indemnity under this Section shall survive the Closing or the termination of this Agreement.

Buyer may, in its sole, absolute, arbitrary, and subjective discretion, terminate this Agreement and subject escrow at any time prior to the expiration of the Inspection Period, for any reason or no reason by providing Seller and escrow written notice of Buyer's cancellation, and, in that event, all Parties hereto shall thereupon be fully released and discharged from any and all obligations otherwise imposed by the terms of this Agreement, and Buyer shall receive promptly the return of the Initial Deposit. Upon expiration of the Inspection Period (10 days), Buyer may not terminate this Agreement except as otherwise permitted herein and, except as otherwise provided herein, the Initial Deposit of Ten Thousand Dollars (\$10,000) shall become immediately non-refundable and applicable to the Purchase Price.

#### 10. Preliminary Title Report and Title Insurance.

10.1 *Preliminary Title Report.* Seller, at Seller's cost, shall cause a preliminary title report to be issued by the Title Company showing the status of record title to the Real Property ("Title Report"). Legible copies of all recorded documents listed as exceptions in the Title Report shall accompany the Title Report and be provided to Seller. If Buyer has any objection to the Title Report, Buyer shall notify Seller of such objections no later than five (5) days from Buyer's receipt of the Title Report and, in such event, Seller shall have five (5) days to elect to cure such matters objected to by Buyer, or in the case of defects in title, to obtain affirmative title insurance acceptable to Buyer. If Seller does not agree to correct any of Buyer's objections within the five (5) day period, then unless Buyer is willing to accept title to the Real Property subject to such additional exceptions, this Agreement shall be deemed terminated, the Initial Deposit shall be returned to Buyer, and both Parties shall be released from any further obligations or liabilities to each other hereunder, except as otherwise provided in Section 9. Notwithstanding the foregoing, Buyer disapproves, and Seller shall be obligated to remove: (i) all deeds of trust and mortgages encumbering the Property; (ii) all mechanics' judgment, tax and other monetary liens and encumbrances (excluding, however, current non-delinquent taxes and assessments) affecting the Property; and (iii) all matters that Seller has expressly agreed in writing to cure or remove. Seller shall not further encumber the title to the Property after the date of this Agreement. Any additional exceptions approved by Buyer in writing or not timely objected to by Buyer as provided herein shall be considered to be permitted exceptions.

10.2 *Title Insurance.* Seller shall have caused the Title Company to commit to issue to Buyer a CLTA policy of title insurance, in the full amount of the Purchase Price, insuring Buyer's marketable fee simple title in and to the Property, subject only to the permitted exceptions. Seller and Buyer agree that Buyer shall pay the premium for a standard form CLTA

000067

policy of title insurance. Should Buyer desire an ALTA policy of title insurance, Buyer also shall pay all additional premiums and costs associated with obtaining ALTA coverage, including without limitation the premiums for any endorsements and the cost of any survey.

11. Default. If, on and as of Closing, or at any time prior to the Closing, Seller terminates, breaches, or cancels this Agreement and/or escrow, causing the escrow not to close, Buyer may, at its option, (i) terminate this Agreement by notifying Title Company and Seller of said breach, whereupon Title Company will cancel the escrow under this Agreement and return all documents deposited in escrow to the party who deposited the same, and Title Company shall deliver to Buyer the Deposit; (ii) treat this Agreement as being in full force and effect and sue for specific performance of this Agreement; or (iii) exercise any other remedy Buyer may have at law or in equity. In this event Buyer fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason other than failure by Seller to perform hereunder or a condition to Buyer's obligations hereunder is not satisfied, Seller shall be entitled, as its sole and exclusive remedy, unless otherwise provided in this Agreement, to terminate this Agreement and recover the Initial and/or Additional Deposit as liquidated damages and not as penalty, in full satisfaction of claims against Buyer hereunder. Seller and Buyer agree that Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine and the amount of the Initial Deposit of Ten Thousand Dollars (\$10,000) is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain.

12. Real Estate Commission. Except as set forth in this Section, Buyer and Seller each warrant that neither of them has respectively incurred any liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Agreement and that neither of them has respectively dealt with or has any knowledge of any real estate broker, agent or salesperson in connection with this Agreement other than Buyer's Broker, ~~Century 21, Agents, Realtors~~ ("Buyer's Broker") and Seller's Broker, Northbay Commercial, LLC ("Seller's Broker"). Buyer and Seller acknowledge and agree that Seller's Broker shall be paid a brokerage commission price pursuant to the terms and conditions of a separate agreement. Each Party signing this document confirms that prior oral and/or written disclosure of agency was provided to it in this transaction.

13. Release and Indemnification: Except as otherwise provided in this Agreement, Seller does hereby fully release, acquit, indemnify, and forever discharge Buyer, and its heirs, administrators, principals, agents, successors and assigns, officers, directors, shareholders, affiliates, assigns, and agents ("Buyer's Parties") of and from all known and unknown claims, actions, causes of action and suits for damages, at law and in equity, filed or otherwise arising during the period of time between Seller's purchase of the Property and the Closing.

Buyer does hereby fully release, acquit, indemnify, and forever discharge Seller, and its heirs, administrators, principals, agents, successors and assigns, managers, members, officers, affiliates, assigns, and agents ("Seller's Parties") of and from all known and unknown claims, actions, causes of action and suits for damages, at law and in equity, filed or otherwise resulting from or relating to Buyer's negotiation, investigation, and purchase of the Property. Buyer also holds Seller and Seller's Parties harmless and indemnifies Seller and Seller's Parties from any and all claims, suits, damages, at law or in equity, which may be made against Seller or

Seller's Parties by any person, firm, or entity resulting from or relating to the Property and Buyer's use of the Property after the Closing.

14. Cooperation Regarding Potential Section 1031 Exchange. Seller may wish to acquire one or more replacement properties (or interest in replacement properties), in exchange or in partial exchange for the Property through one or more transactions that qualify for tax deferral treatment under Section 1031 of the Internal Revenue Code. Should Seller determine that it desires to do so, Buyer agrees to cooperate in all respects with Seller in effecting any such exchange or exchanges, with the understanding that such cooperation shall not require Buyer to acquire actual title to replacement properties or to expend funds or become liable for payment of monies in amounts greater than that which Buyer would expend, or for which Buyer would be otherwise liable under this Agreement.

14.1 Buyer (or any constituent of Buyer) may select to utilize funds from one or more transactions that qualify for tax deferral treatment under Section 1031 of the Internal Code as payment of either the entire or partial amount required as the Purchase Price of this transaction. Should Buyer (or any constituent of Buyer) determine that it desires to do so, Seller agrees to cooperate in all respects with Buyer in effecting any such exchange or exchanges, with the understanding that such cooperation shall not require Seller to acquire actual title to replacement properties or to expend funds or become liable for payment of monies in amounts greater than that which Seller would expend, or for which Seller would be otherwise liable under this Agreement.

15. Attorneys' Fees. If any party to this Agreement, or any successor or assignee of any party hereunder, shall bring an action in law or equity to enforce any covenant of this Agreement, it is hereby mutually agreed that the prevailing party in such action shall be entitled to reasonable attorney's fees and all costs and expenses incurred in connection with said action, which sums shall be included in any judgment or decree entered in such action in favor of the prevailing party.

16. Notices. All notices required or permitted hereunder shall be given in writing and personally delivered or sent by electronic mail, registered or certified mail, return receipt requested, postage prepaid, facsimile transmission, or by Federal Express or a similar means of overnight delivery, addressed as follows:

To Seller:

Nitany Lion Investments, LLC  
Attn: Mark Musser  
~~7301 Peak Drive~~ 2455 W. Serene Ave # 718  
Suite 200 LV, NV 89123  
Las Vegas, Nevada 89128

To Buyer:

Nilesh K. Shah and/or Assignee  
16201 77<sup>th</sup> Avenue  
Eres Meadows, NY 11366

To Title Company: Nevada Title Company  
Attn: Kristin Ravelo  
3993 Howard Hughes Parkway  
Suite 120  
Las Vegas, NV 89169  
(702) 251-5106  
kravelo@nevadatitle.com

17. Time of the Essence. Seller and Buyer acknowledge that time is of the essence with respect to the performance of each and every one of the terms, conditions, covenants and provisions of this Agreement.

18. Entire Agreement. This Agreement sets forth the entire understanding of Seller and Buyer as to the matters set forth herein and supersedes any and all previous agreements, oral or written, between the Parties with respect to the purchase and sale of the Property and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties hereto. This Agreement may be executed in any number of counterparts, and/or by electronic signature, each of which shall be considered as an original and effective as such. Electronic copies and electronic signatures thereto shall have the same force, effect, and legal status as originals. This Agreement shall further constitute the escrow instructions and shall be incorporated into formal escrow instructions to be prepared by the Title Company. In the event of any conflict or ambiguity between any of the terms of this Agreement and those of the escrow instructions prepared by the Title Company, the terms and conditions contained within this Agreement shall govern and control.

19. Governing Law. This Agreement shall be enforced, governed by and construed in accordance with the laws of the State of Nevada, and each Party hereto consents to the jurisdiction of the United States District Court for Nevada, Southern Division and the Eighth Judicial District Court of the State of Nevada as the sole jurisdiction and venue for any actions to enforce or construe the provisions of this Agreement.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and/or assigns.

21. Recitals, Exhibits, and Schedules. Any recital or exhibits and schedules attached to this Agreement are hereby incorporated herein by reference.

22. Severability. All provisions of the Agreement are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid provisions were not contained herein.

23. Foreign Investment in Real Property Tax Act. At or before the close of escrow, Seller shall execute and deposit in escrow an appropriate FIRPTA certificate, evidencing that Seller is not subject to the FIRPTA withholding requirements.

24. **Further Assurances.** Before, at and after the Closing, the Parties hereby agree to execute, acknowledge, and deliver such additional documents and instruments as may be reasonably necessary to carry out the full intent and purpose of this Agreement.

25. **Survival.** The provisions of this Agreement that contemplate performance after the Closing shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

26. **Construction.** The Parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

27. **Disclosure.** The Parties acknowledge and agree that a principal of Seller is a licensed real estate agent or broker. In this regard, Mark Musser is a licensed Nevada real estate broker and a principal in this transaction.

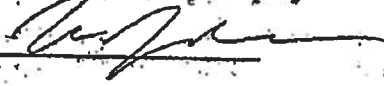
This offer shall remain valid until 5:00 PM November 20th, 2016. If not accepted within that time frame the offer shall be deemed withdrawn and of no further effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as indicated below.

**THIS AGREEMENT IS SUBJECT TO TWO COPY ADDENDUM ATTACHED**  
**BUYER**

**SELLER:**  
Nirany Lion Investments, LLC,  
a Nevada limited liability company

Nilesh K. Shah, and/or Assignee

By:   
Its: Manager

By:   
Its: SKN CAPITAL PARTNERS, LLC

Date: November 17, 2016

Date: November 17, 2016

# Exhibit

## “C”





# RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 10/27/10

Nilesh K Shah & or Assignee ("Buyer"), hereby offers to purchase  
5000 Stanley Av Las Vegas ("Property"), within the  
city or unincorporated area of \_\_\_\_\_, County of Clark, State of Nevada,  
Zip \_\_\_\_\_, A.P.N. # \_\_\_\_\_ for the purchase price of \$ 400,000  
(Four Hundred Thousand dollars) ("Purchase Price") on the terms and conditions  
contained herein: BUYER  docs -OR-  does not intend to occupy the Property as a residence.

## Buyer's Offer

### 1. FINANCIAL TERMS & CONDITIONS:

\$ 10,000 A. EARNEST MONEY DEPOSIT ("EMD") is  presented with this offer -OR-  \_\_\_\_\_  
Upon Acceptance, Earnest Money to be  
deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) or \_\_\_\_\_  
business days if wired to:  Escrow Holder,  Buyer's Broker's Trust Account, -OR-  Seller's Broker's  
Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000  
fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ 0 B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) \_\_\_\_\_. The  
additional deposit  will -OR-  will not be considered part of the EMD. (Any conditions on the additional  
deposit should be set forth in Section 28 herein.)

\$ 0 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:  
 Conventional,  FHA,  VA,  Other (specify) \_\_\_\_\_

\$ 0 D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE  
FOLLOWING EXISTING LOAN(S):  
 Conventional,  FHA,  VA,  Other (specify) \_\_\_\_\_  
Interest:  Fixed rate, \_\_\_\_\_ years -OR-  Adjustable Rate, \_\_\_\_\_ years. Seller further agrees to  
provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer  
within FIVE (5) calendar days of acceptance of offer.

\$ 0 E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS  
IN "FINANCING ADDENDUM" which is attached hereto.

\$ 390,000 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to  
Close of Escrow ("COE").

\$ 400,000 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees  
and costs associated with the purchase of the Property as defined herein.)

### ALL CASE

### 2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Within \_\_\_\_\_ business days of Acceptance, Buyer agrees to (1) submit a  
completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard  
factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the

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: Nilesh K Shah

BUYER(S) INITIALS: [Signature]

Property Address: 5000 Stanley Av

SELLER(S) INITIALS: /

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

Page 1 of 10

1 applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the  
2 escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions  
3 outlined in this Agreement.

4  
5 **B. APPRAISAL CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon the property  
6 appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written  
7 notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice  
8 of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of  
9 the Appraisal) no later than 20 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the  
10 Buyer without the requirement of written authorization from Seller. IF this Residential Purchase Agreement is not cancelled, in  
11 writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.

12  
13 **C. LOAN CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon Buyer obtaining the  
14 loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in  
15 writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 30 calendar  
16 days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written  
17 authorization from Seller. IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan  
18 Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.

19  
20 **D. CASH PURCHASE:** Within 3 business days of Acceptance, Buyer agrees to provide written evidence  
21 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the  
22 written evidence within the above period, Seller reserves the right to terminate this Agreement.

23  
24 **E. SALE OF OTHER PROPERTY:** This Agreement  is not -OR-  is contingent upon the sale (and closing) of  
25 another property which address is \_\_\_\_\_  
26 Said Property  is  is not currently listed -OR-  is presently in escrow with \_\_\_\_\_  
27 Escrow Number: \_\_\_\_\_ Proposed Closing Date: \_\_\_\_\_

28  
29 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to  
30 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will  
31 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a  
32 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer  
33 written notice of that fact. Within three (3) calendar days of receipt of the notice, Buyer will waive the contingency of the sale  
34 and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the  
35 waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and  
36 Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.

37  
38 **F. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of  
39 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement,  
40 all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical,  
41 mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power  
42 system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings,  
43 attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air  
44 conditioners/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping,  
45 trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);

46  
47 The following additional items of personal property: Any and all items Equipments Tools  
48 supplies etc used in normal operation for this property

49 **ESCROW:**

50  
51 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow  
52 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement  
53 ("Opening of Escrow"), at Fidelity title or escrow company ("Escrow Company" or  
54 "ESCROW HOLDER") with \_\_\_\_\_ ("Escrow Officer") (or such other escrow officer as  
55 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted  
56 Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and

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: Nilesh K Shah

BUYER(S) INITIALS: [Signature]

Property Address: 5000 Stanley Av

SELLER(S) INITIALS: [Signature]

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

Page 2 of 10

This form presented by Amrit Bhandari | Century 21 Americana | 702-453-8000 |  
amrit13@hotmail.com

000052 InstantFORMS

1 the Escrow Number.

2  
3 **B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of  
4 this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

5  
6 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on or before:  
7 \_\_\_\_\_ 45 days (date). If the designated date falls on a weekend or holiday, COE shall be the next business  
8 day.

9  
10 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW  
11 HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction  
12 and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this  
13 information to the Internal Revenue Service after COE in the manner prescribed by federal law.

14  
15 **6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and  
16 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase  
17 price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate  
18 marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

19  
20 **7. BUYER'S DUE DILIGENCE:** Buyer's obligation is X is not \_\_\_\_\_ conditioned on the Buyer's Due Diligence as  
21 defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative,  
22 Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 10 calendar days from Acceptance (as  
23 defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence.  
24 Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's  
25 investigations and through the close of escrow.

26  
27 **A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such  
28 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,  
29 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise  
30 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or  
31 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other  
32 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/  
33 non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning,  
34 water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors  
35 or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors.  
36 Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at  
37 Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not  
38 apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross  
39 negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to  
40 consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools;  
41 proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire  
42 protection; other governmental services; existing and proposed transportation; construction and development; noise or odor  
43 from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection  
44 report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and  
45 telephone number of the inspector.

46  
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  
49 Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller,  
50 whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of  
51 further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in  
52 writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

53  
54 **C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer fails to cancel the Residential  
55 Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as  
56 provided in Section 7, Buyer shall be deemed to have waived the Due Diligence Condition.

57 \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials

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: Nilesh K Shah

BUYER(S) INITIALS: [Signature]

Property Address: 5000 Stanley Av

SELLER(S) INITIALS: [Signature]

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

Page 3 of 10

**D. INSPECTIONS:** Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Energy Audit		Fungal Contaminant Inspection	seller	Well Inspection (Quantity)	
Home Inspection		Mechanical Inspection		Well Inspection (Quality)	
Termite/Pest Inspection	seller	Pool/Spa Inspection		Wood-Burning Device/Chimney Inspection	
Roof Inspection		Soils Inspection		Septic Inspection	
Septic Lid Removal		Septic Pumping		Structural Inspection	
Survey (type):		Other:		Other:	

**E. CERTIFICATIONS:** In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

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

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

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

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	seller	Owner's Title Policy	seller
Real Property Transfer Tax	seller	Appraisal		Other:	

**B. PRORATIONS:** Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving 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 COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

**C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such

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: Nilesh K Shah  
 Property Address: 5000 Stanley Av

BUYER(S) INITIALS: [Signature]  
 SELLER(S) INITIALS: [Signature]

1 exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing  
 2 notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All  
 3 title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."  
 4

5 **D. LENDER AND CLOSING FEES:** In addition to Seller's expenses identified herein, Seller will contribute  
 6 \$ \_\_\_\_\_ to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees  including ~~OR~~  excluding  
 7 costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have  
 8 different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.  
 9

10 **E. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home  
 11 Protection Plans that provide coverage to Buyer after COE. Buyer  waives ~~OR~~  requires a Home Protection Plan with  
 12 Plan at a price not to exceed \$ 600.  Seller ~~OR~~  Buyer will pay for the Home Protection  
 13 any representation as to the extent of coverage or deductibles of such plans.  
 14  
 15

16 **9. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall  
 17 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,  
 18 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public  
 19 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE, Buyer is advised the  
 20 Property may be reassessed after COE which may result in a real property tax increase or decrease.  
 21

22 **10. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),  
 23 Seller shall provide **AT SELLER'S EXPENSE** the CIC documents as required by NRS 116.4109 (collectively, the "resale  
 24 package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer  
 25 within one (1) business day of Seller's receipt thereof.  
 26

- 27 • Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th)  
 28 calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant  
 29 to this statute, he/she must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or  
 30 his authorized agent.
- 31 • If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement  
 32 may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24  
 33 of the RPA.
- 34 • Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any  
 35 documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the  
 36 specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or  
 37 penalties at COE.  
 38

39 **A. CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER,  
 40 BUYER, 50/50, WAIVED or N/A.)  
 41

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	SELLER	CIC Capital Contribution	SELLER	CIC Transfer Fees	SELLER
Other: _____					

42 **11. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the  
 43 following Disclosures and/or documents. Check applicable boxes.  
 44

45  Seller Real Property Disclosure Form: (NRS 113.130)  Open Range Disclosure: (NRS 113.065)

46  Construction Defect Claims Disclosure: If Seller has marked "Yes" to Paragraph 1(d) of the  
 47 Sellers Real Property Disclosure Form (NRS 40.688)

48  Lead-Based Paint Disclosure and Acknowledgment: required if constructed before 1978 (24 CFR 745.113)

49  Other: (list) Any other as per city county requirements  
 50

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: Nilesh K Shah

Property Address: 5000 Stanley Av

BUYER(S) INITIALS: [Signature]

SELLER(S) INITIALS: [Signature]

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

Page 5 of 10

This form presented by Anrit Bhandari | Century 21 Americana | 702-453-8000 |  
 anrit15@hotmail.com

000055 InstantForms

1 12. **FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to  
2 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  
5 13. **WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of  
6 the Property within 2 calendar days prior to COE to ensure the Property and all major systems, appliances,  
7 heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure  
8 Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by  
9 Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all  
10 operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water,  
11 then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of  
12 lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b)  
13 repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not  
14 to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed  
15 satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a  
16 walk-through inspection, except as otherwise provided by law.

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

24  
25 15. **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 shift  
28 to Buyer.

29  
30 16. **ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable  
31 unless agreed upon in writing by all parties.

32  
33 17. **CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the  
34 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any  
35 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction  
36 (unless otherwise provided herein or except as otherwise provided by law).

37  
38 **18. DEFAULT:**

39  
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 OLVAR. Notwithstanding the foregoing, in the  
42 event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is  
43 encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing  
44 below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.  
45 BUYER(S) INITIALS: [Signature] SELLER(S) INITIALS: [Signature]

46  
47 B. **IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal  
48 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages  
49 incurred by Buyer due to Seller's default.

50  
51 C. **IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, as Seller's sole legal  
52 recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages  
53 would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a  
54 result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein  
55 will be immediately released by ESCROW HOLDER to Buyer.

56  
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: Nilesh K Shah

Property Address: 5000 Stanley Av

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

BUYER(S) INITIALS: [Signature]

SELLER(S) INITIALS: [Signature]

This form presented by Amrit Bhandari | Century 21 Americana | 702-453-8000 |  
amr113@hotmail.com

Page 6 of 10

000056 InstantFORMS

Bhan021

## Instructions to Escrow

19. **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.

20. **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

21. **BROKER'S COMPENSATION/FEE:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, 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 via the Multiple Listing Service, any other advertisement or written offer. 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.

22. **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

23. **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 24 herein. "Agent" means a licensee working under a Broker or licensees working under a

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: Nilesh K Shah

Property Address: 5000 Stanley Av

Ref. 05/16

BUYER(S) INITIALS: [Signature]  
SELLER(S) INITIALS: /

©2016 Greater Las Vegas Association of REALTORS®

Page 7 of 10

This form presented by Anrit Bhandari | Century 21 Americana | 702-453-8000 |  
anrit15@hotmail.com

InstantFORMS

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

25  
26 **24. SIGNATURES, DELIVERY, AND NOTICES:**

27  
28 A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each  
29 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be  
30 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.  
31

32 B. Except as otherwise provided in Section 10, when a Party wishes to provide notice as required in this  
33 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the  
34 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read  
35 receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be  
36 delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to  
37 Escrow in the same manner.  
38

39 **25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party  
40 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost  
41 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.  
42

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

53  
54 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review  
55 the terms of this Agreement.  
56  
57

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: Nilesh M Shah BUYER(S) INITIALS: [Signature]  
Property Address: 5000 Stanley Av SELLER(S) INITIALS: [Signature]  
Rev. 05/16



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

7 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.  
8 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL  
9 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.  
10

11 27. ADDENDUM(S) ATTACHED: \_\_\_\_\_  
12

13 28. ADDITIONAL TERMS: This offer is subject to following  
14

Buyers inspection and approval of All units

Buyers inspection and approval of Income & Expenses for 2 Years

" " " " ALL LEASES

19  
20  
**Buyer's Acknowledgement of Offer**

21  
22 Confirmation of Representation: The Buyer is represented in this transaction by:

23  
24 Buyer's Broker: Amrit Bhandari

Agent's Name: \_\_\_\_\_

25 Company Name: \_\_\_\_\_

Agent's License Number: \_\_\_\_\_

26 Broker's License Number: Boo18482

Office Address: \_\_\_\_\_

27 Phone: 949 394 3103

City, State, Zip: \_\_\_\_\_

28 Fax: amrit15@hotmail.com

Email: \_\_\_\_\_

29  
30 BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if  
31 he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:  
32  DOES NOT have an interest in a principal to the transaction. -OR-

33  DOES have the following interest, direct or indirect, in this transaction:  Principal (Buyer) -OR-  family or firm  
34 relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship)  
35 \_\_\_\_\_  
36

37 Seller must respond by:  AM  PM on (month) \_\_\_\_\_, (day) \_\_\_\_\_, (year) \_\_\_\_\_. Unless  
38 this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date  
39 and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by  
40 each provision of this Agreement, and all signed addenda, disclosures, and attachments.  
41

42  
43 Buyer's Signature: [Signature] NILESH SHAH 10/30/16  AM  PM  
44 Buyer's Printed Name Date Time

45  
46 Buyer's Signature \_\_\_\_\_ Buyer's Printed Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  AM  PM  
47  
48  
49

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: Nilesh K Shah  
Property Address: 5000 Stanley Av

BUYER(S) INITIALS: [Signature]

SELLER(S) INITIALS: \_\_\_\_\_

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

Page 9 of 10

This form presented by Amrit Bhandari | Century 21 Americana | 702-453-8000 | amrit15@hotmail.com

00005 dptanelFORMS

Bhan024

# Exhibit

## “D”

GENERAL INFORMATION	
PARCEL NO.	140-20-802-008
OWNER AND MAILING ADDRESS	S K N CAPITAL MANAGEMENT L L C 45 CASTLETREE RANCHO SANTA MARGARITA CA 92688
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	5000 STANLEY AVE SUNRISE MANOR
ASSESSOR DESCRIPTION	PARCEL MAP FILE 5 PAGE 51 LOT 2
RECORDED DOCUMENT NO.	* 20161214:02383
RECORDED DATE	Dec 14 2016
VESTING	NS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	340
APPRAISAL YEAR	2018
FISCAL YEAR	2019-20
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2018-19	2019-20
LAND	35840	36400
IMPROVEMENTS	80757	82557
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	116597	118957
TAXABLE LAND+IMP (SUBTOTAL)	333134	339877
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	116597	118957
TOTAL TAXABLE VALUE	333134	339877

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	1.13 Acres
ORIGINAL CONST. YEAR	1980
LAST SALE PRICE MONTH/YEAR SALE TYPE	418000 12/2016 R - Recorded Value
LAND USE	33.100 - MFR 5+ Units Low Rise (1-3 Story). Multiple Bldg Styles (Duplex, SFR, 4-plex combinations)
DWELLING UNITS	8

# Exhibit

“E”

**REGISTER OF ACTIONS**  
CASE NO. 17A001037

Amrit Bhandari, Plaintiff(s) vs. Juan Martinez, Century 21 Americana,  
Defendant(s)

17  
A  
0  
0  
1  
0  
3  
7

Case Type: **Small Claims - General  
Individual Plaintiff**  
Date Filed: **04/10/2017**  
Location: **JC Department 6**

**PARTY INFORMATION**

Defendant **Century 21 Americana**

**Lead Attorneys**  
**Alan A Needham**  
*Retained*  
7022585858(W)

Defendant **Martinez, Juan**

**Alan A Needham**  
*Retained*  
7022585858(W)

Plaintiff **Bhandari, Amrit**

**Christopher D. Sullivan**  
*Retained*  
702-471-0112(W)

**EVENTS & ORDERS OF THE COURT**

**DISPOSITIONS**

10/23/2017 **Order for Judgment** (Judicial Officer: Kern, Rebecca)  
Debtors: Century 21 Americana (Defendant)  
Creditors: Amrit Bhandari (Plaintiff)  
Judgment: 10/23/2017, Docketed: 10/23/2017  
Total Judgment: 3,196.00

**OTHER EVENTS AND HEARINGS**

04/10/2017 **Start Time Tracking: JCRCP 41(e) - 2 years**  
04/10/2017 **Start Time Tracking: JCRCP 41(e) - 5 years**  
04/10/2017 **Start Time Tracking: JCRCP 93**  
04/10/2017 **Small Claims Affidavit of Complaint - \$7,500.01 to \$10,000**  
*Small Claims Complaint \$9,000.00*  
04/10/2017 **Summons and Complaint**  
Century 21 Americana Unerved  
04/10/2017 **Summons and Complaint**  
Martinez, Juan Served 05/16/2017  
07/03/2017 **Small Claims Individual (1:00 PM)** (Judicial Officer Massey, Augusta)  
Result: Matter Continued  
07/03/2017 **Proof of Service**  
*As to Juan Martinez*  
07/03/2017 **Proof of Service**  
*As to Century 21 Americana (Incomplete)*  
07/03/2017 **Order**  
*Order Continuing Small Claims Trial signed/filed in open court.*  
07/03/2017 **Order**  
*Amended Order Continuing Small Claims Trial signed/filed in open court.*  
07/05/2017 **Small Claims Certificate of Mailing - Clerk**  
*Amended Small Claims Order Continuing Small Claims Trial*  
10/02/2017 **Small Claims Individual (1:00 PM)** (Judicial Officer Chapin, Patrick)  
Result: Matter Continued  
10/02/2017 **Motion**  
*Motion to continue*  
10/02/2017 **Notice of Change of Address**  
*Defendant's Contact-Information Form submitted in open court*  
10/02/2017 **Order**  
*Order Continuing Small Claims Trial signed/filed in open court.*  
10/02/2017 **Civil Notice to Appear**  
10/18/2017 **Small Claims Individual (1:00 PM)** (Judicial Officer Chapin, Patrick)  
Result: Under Advisement  
10/18/2017 **Case Taken Under Advisement**  
10/19/2017 **Brief**  
*Brief on the Naming of Defendants*  
10/23/2017 **Judgment**  
*Small Claims Judgment*  
11/21/2017 **Issuance of Writ - Filing Fee**  
*Writ of Execution*  
09/25/2018 **Returned Execution**  
**RETURNED EXECUTION**

---

FINANCIAL INFORMATION

---

	<b>Plaintiff Bhandari, Amrit</b>		
	Total Financial Assessment		221.00
	Total Payments and Credits		221.00
	<b>Balance Due as of 03/18/2019</b>		<b>0.00</b>
04/10/2017	Transaction Assessment		196.00
04/10/2017	File and Serve Payments	Receipt # CIV-2017-38006	(196.00)
11/21/2017	Transaction Assessment		25.00
11/21/2017	File and Serve Payments	Receipt # CIV-2017-124246	(25.00)