

# OFFER TO PURCHASE REAL ESTATE

TO \_\_\_\_\_  
(Seller and Spouse)  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

From the Office of : \_\_\_\_\_

The property herein referred to is identified as follows: \_\_\_\_\_  
\_\_\_\_\_

Special provisions (if any) re fixtures, appliances, etc. \_\_\_\_\_  
\_\_\_\_\_

hereby offer to buy said property, which has been offered to me by \_\_\_\_\_

\_\_\_\_\_ as the Broker(s) under the following terms and conditions:

CHECK ONE:

1. I will pay therefore \$ \_\_\_\_\_, of which
- (a) \$ \_\_\_\_\_ is paid herewith as a deposit to bind this Offer
- (b) \$ \_\_\_\_\_ is to be paid as an additional deposit upon the execution of the Purchase and Sale Agreement provided for below.
- (c) \$ \_\_\_\_\_ is to be paid at the time of delivery of the Deed in cash, or by certified, cashier's, treasurer's or bank check(s).
- (d) \$ \_\_\_\_\_
- (e) \$ \_\_\_\_\_ Total Purchase Price
2. This Offer is good until \_\_\_\_\_ A.M. P.M. on \_\_\_\_\_, 20\_\_\_\_ at or before which time a copy hereof shall be signed by you, the Seller and your (husband) (wife), signifying acceptance of this Offer, and returned to me forthwith, otherwise this Offer shall be considered as rejected and the money deposited herewith shall be returned to me forthwith.
3. The parties hereto shall, on or before \_\_\_\_\_ A.M. P.M. \_\_\_\_\_, 20\_\_\_\_ execute the applicable Standard Form Purchase and Sale Agreement recommended by the Greater Boston Real Estate Board or any form substantially similar thereto, which, when executed, shall be the agreement between the parties hereto.
4. A good and sufficient Deed, conveying a good and clear record and marketable title shall be delivered at 12:00 Noon on \_\_\_\_\_, 20\_\_\_\_ at the appropriate Registry of Deeds, unless some other time and place are mutually agreed upon in writing.
5. If I do not fulfill my obligations under this Offer, the above mentioned deposit shall forthwith become your property without recourse to either party. Said deposit shall be held by \_\_\_\_\_ as escrow agent subject to the terms hereof provided however that in the event of any disagreement between the parties, the escrow agent may retain said deposit pending instructions mutually given in writing by the parties. A similar provision shall be included in the Purchase and Sale Agreement with respect to any deposit held under its terms.
6. Time is of the essence hereof.
7. Disclosures: For one to four family residences, the Buyer hereby acknowledges receipt of the Home Inspectors: Facts for Consumers brochure produced by the Office of Consumer Affairs. For residential property constructed prior to 1978, Buyer must also sign Lead Paint "Property Transfer Notification."
8. The initialed riders, if any, attached hereto are incorporated herein by reference. Additional terms and conditions, if any:
- \_\_\_\_\_  
\_\_\_\_\_

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney. WITNESS MY HAND AND SEAL

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_ Phone Numbers (Work & Home) \_\_\_\_\_

**Receipt of deposit check for transmittal by:** (Agent/Facilitator) \_\_\_\_\_

*Check shall not be deposited unless offer is accepted.*

This Offer is hereby accepted upon the foregoing terms and conditions at \_\_\_\_\_ A.M. / P.M. on \_\_\_\_\_, 20\_\_\_\_

WITNESS my (our) hand(s) and seal(s)

Seller (or spouse) \_\_\_\_\_ Seller \_\_\_\_\_

Date \_\_\_\_\_

## RECEIPT FOR DEPOSIT

Received from \_\_\_\_\_ Buyer the sum of \$ \_\_\_\_\_ as deposit under the terms

and conditions of above Offer, to be held by \_\_\_\_\_ as escrow agent.

**Under regulations adopted pursuant to the Massachusetts license law:**

**All offers submitted to brokers or salespeople to purchase real property**

**that they have a right to sell shall be conveyed forthwith to the owner**

**of such real property.**