

**80 WEBSTER OFFER FORM  
OFFER TO PURCHASE REAL ESTATE**

**REVISED OCTOBER 23, 2008**

To the 70-80 Webster Avenue Trust , David Aposhian, Trustee (SELLER), an offer is being submitted for:  
The property herein referred to is identified as 80 Webster Avenue, Somerville, MA 02143, Unit \_\_\_\_\_, a  
condominium in the 80 Webster Avenue Condominium, located at 70-80 Webster Avenue Somerville; I,  
\_\_\_\_\_, (BUYER),

of \_\_\_\_\_,

with telephone numbers: \_\_\_\_\_,

and Email Address of: \_\_\_\_\_,

hereby offer to buy the said property, which has been offered to me \_\_\_\_\_ as Seller's  
Agent AND \_\_\_\_\_ as Broker(s) under  
the following terms and conditions:

hereby offer to buy the said property under the following terms and conditions:

1. I will pay: \$ \_\_\_\_\_, of which
  - a. \$ \_\_\_\_\_, is to be paid as a deposit to bind this offer,
  - b. \$ \_\_\_\_\_, is to be paid as an additional deposit upon the execution  
of the Purchase and Sales Agreement, as provided below,
  - c. \$ \_\_\_\_\_, is to be paid at the time of the delivery of the deed in  
cash, or certified funds.
  - d. TOTAL: \$ \_\_\_\_\_
2. This Offer is good until 5:00PM, \_\_\_\_\_, at or before which time a copy shall  
be signed by both parties, signifying acceptance of this offer; otherwise, the offer will be considered  
rejected.
3. The Parties shall, before \_\_\_\_\_, execute a mutually agreeable Purchase and Sale  
Agreement which, when executed with addenda, exhibits, and attachments, shall constitute the  
agreement between the Parties. Parties agree that the P&S, the exhibits, addenda, and attachments will  
be substantially similar to those incorporated into this offer by reference.
4. There is a financing contingency, with this offer, of: \_\_\_\_\_ %, or \$ \_\_\_\_\_.  
The mortgage contingency date is : \_\_\_\_\_.
5. Property is to be delivered per specifications, and broom swept and professionally cleaned.
6. A good and sufficient deed conveying a good and clear record and marketable and insurable title shall  
be delivered on \_\_\_\_\_, at Middlesex South Registry of Deeds, unless some other time and  
place are agreed to by the Parties, in writing.
7. BUYER acknowledges that he or she has received a copy of the:
  - 1. THE DRAFT PURCHASE & SALE AGREEMENT;**
  - 2. EXHIBIT A: UNIT DRAWINGS (SAMPLES, ONLY; RECORDED UNIT DEEDS WILL BE  
DIFFERENT, AS THEY NEED TO CONFORM TO REGISTRY  
STANDARDS.)**
  - 3. EXHIBIT B: CONSTRUCTION SPECIFICATIONS**
  - 4. EXHIBIT C: LIMITED WARRANTY**
  - 5. EXHIBIT D: PUNCHLIST AGREEMENT**
  - 6. EXHIBIT E: ADDITIONAL SPECIFICATIONS**
  - 7. EXHIBIT F: ACCEPTANCE OF PREMISES FORM.**
  - 8. EXHIBIT G: PROPOSED CONDOMINIUM BUDGET**

**BUYERS' INITIALS:** \_\_\_\_\_

**SELLER'S INITIALS** \_\_\_\_\_

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**9. EXHIBIT H: POWER OF ATTORNEY**

**10. EXHIBIT I: TAX LETTER**

**11. EXHIBIT J: AFFIDAVIT OF DISCLOSURE AND ACKNOWLEDGEMENT**

***BUYER'S  
SIGNATURE:*** \_\_\_\_\_

I have received the above listed items 1 through 11, and I agree to make best efforts to read them in the next 10 days, as my understanding of them is essential to making an informed decision before signing a P&S for this property. I will discuss these with my attorney.

- 8. BUYER understands that his or her mortgage may need to be held in portfolio by a local savings bank.
- 9. If I, as BUYER, do not fulfill my obligations under this OFFER, the above mentioned deposit shall forthwith become the property of the SELLER without recourse to the BUYER. The deposit shall be held in an interest bearing account by Bruce Embry of Clark, Hunt, & Embry, attorney for the SELLER, as escrow agent subject to the terms hereof, and as further specified in a signed P&S.
- 10. SELLER's attorney is Bruce Embry of Clark, Hunt, & Embry: phone 617-494-1920; facsimile: 617-494-1921; email: [bembry@chelaw.com](mailto:bembry@chelaw.com), 55 Cambridge Parkway, Cambridge, MA 02141 SELLER will use SELLER'S attorney for closing, and writing of condominium documents, and dissemination of condominium documents and title information. SELLER will negotiate the Purchase & Sale himself. SELLER's email is: [david\\_aposhian@hotmail.com](mailto:david_aposhian@hotmail.com); fax is 617-629-3015; phone is: 617-629-3014
- 11. Time is of the essence hereof.
- 12. Standard pest inspection, home inspection, and mortgage contingencies may be incorporated into this offer if both parties initial them.

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.  
CONSULT AN ATTORNEY BEFORE SIGNING, IF YOU DO NOT UNDERSTAND IT.**

Witness my hand and seal, signed:

**BUYER**

**DATE**

**SELLER**

**DATE**

**BUYERS' INITIALS:** \_\_\_\_\_

**SELLER'S INITIALS** \_\_\_\_\_