

REAL ESTATE PURCHASE AND SALE AGREEMENT

State of Massachusetts | Cash Transaction | Investor Form

1. PARTIES. This Purchase and Sale Agreement ("Agreement") is made effective as of _____, 20____ ("Effective Date"), by and between _____ ("Seller"), and _____ **and/or assigns** ("Buyer"). Buyer and Seller are together the "Parties." If the date above is left blank, the Effective Date is the date of the last signature below.

2. PROPERTY. Seller agrees to sell and Buyer agrees to buy the real property located at: Street address: _____, City: _____, County: _____, Massachusetts, ZIP: _____. Parcel ID: _____. Legal description (attach if lengthy): _____

The sale includes all fixtures, improvements, and appurtenances, together with the following personal property, if any:

3. PURCHASE PRICE. The total purchase price is \$_____ (_____ Dollars), payable in cash or immediately available funds at Closing. **This is a cash transaction. Buyer's obligation to close is not contingent on financing or appraisal.**

4. EARNEST MONEY. Within _____ business days after the Effective Date, Buyer will deposit \$ _____ as earnest money ("Deposit") with _____ ("Escrow Agent"), to be held in escrow and credited to the purchase price at Closing. If this Agreement is terminated during the Inspection Period under Section 6, or due to Seller's default or failure of title, the Deposit will be promptly refunded to Buyer in full. If the Parties dispute the Deposit, the Escrow Agent may hold it pending joint written instructions or deposit it with a court of competent jurisdiction, and is released from liability upon doing so.

5. AS-IS CONDITION. Buyer is purchasing the Property in its present "**AS-IS, WHERE-IS**" condition, with all faults, whether known or unknown. Seller will make no repairs and gives no warranties regarding the condition of the Property, except for any disclosures required by applicable law, which are summarized in the Disclosures section of this Agreement. Seller agrees to maintain the Property in its present condition, ordinary wear excepted, and to deliver it at Closing free of tenants and occupants unless stated here:

6. INSPECTION PERIOD. Buyer has _____ calendar days from the Effective Date ("Inspection Period") to inspect the Property and investigate all matters Buyer deems relevant, including condition, title, survey, zoning, and feasibility. Buyer and Buyer's agents, contractors, partners, and assigns may access the Property at reasonable times with prior notice. **Buyer may terminate this Agreement for any reason or no reason by written notice to Seller before the Inspection Period expires, in which case the Deposit will be refunded to Buyer and neither Party will have further obligation.** If Buyer does not terminate before the Inspection Period expires, the Deposit becomes non-refundable except as otherwise provided in this Agreement.

7. ASSIGNMENT. Buyer may assign this Agreement, in whole or in part, to any person or entity without Seller's consent. Upon assignment and the assignee's assumption of Buyer's obligations, the original Buyer is released from further liability under this Agreement. Seller acknowledges that Buyer is an investor, may assign this Agreement for a fee or other compensation, and may market its contractual interest in the Property to prospective assignees during the term of this Agreement.

8. MARKETING AND ACCESS. During the term of this Agreement, Seller authorizes Buyer to advertise and market Buyer's contractual interest in the Property, to show the Property to Buyer's partners, lenders, contractors, and prospective assignees, and to place a lockbox or signage with Seller's consent.

9. CLOSING. Closing will occur on or before _____, 20____, or earlier by mutual agreement, at the office of the closing agent designated by ☐ Buyer ☐ Seller. Possession transfers to Buyer at Closing. Buyer may extend Closing by up to _____ additional days by written notice if reasonably required to complete title or closing matters. Seller represents that Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act (FIRPTA); if Seller is a foreign person, the Parties will comply with the withholding requirements of 26 U.S.C. Section 1445 at Closing.

10. RISK OF LOSS. Risk of loss remains with Seller until Closing. If the Property is damaged by fire, casualty, or other cause before Closing, Seller will notify Buyer promptly, and Buyer may (a) proceed to Closing with an assignment of Seller's insurance proceeds relating to the damage plus a credit for any deductible, (b) accept the Property in its damaged condition with a price adjustment agreed by the Parties, or (c) if the cost to restore exceeds _____% of the purchase price, terminate this Agreement and receive a full refund of the Deposit.

11. TITLE. Seller will convey good, marketable, and insurable title by ☐ Quitclaim Deed ☐ General Warranty Deed ☐ Special Warranty Deed, free of liens and encumbrances except easements and restrictions of record that do not impair the use or value of the Property. If a title examination reveals defects, Buyer will notify Seller in writing and Seller will have _____ days to cure. If defects are not cured, Buyer may (a) extend the cure period, (b) accept title as-is, or (c) terminate this Agreement and receive a full refund of the Deposit.

12. CLOSING COSTS AND PRORATIONS. Unless stated otherwise here, Buyer pays: closing/settlement fees, title search and owner's title insurance, and recording fees for the deed. Seller pays: deeds excise (tax stamps), MGL c.64D s.1: \$2.28 per \$500 of consideration (\$4.56/\$1,000) statewide; \$2.85 per \$500 in Barnstable County; payable before recording on the deed (unless otherwise agreed or required by local custom), satisfaction and release of existing liens, and Seller's own payoff costs. Real estate taxes, assessments, HOA/condo dues, and utilities will be prorated as of the date of Closing. Other terms:

13. DEFAULT. If Buyer defaults after the Inspection Period and Seller is not in default, Seller's sole and exclusive remedy is to receive and retain the Deposit as agreed liquidated damages, and this Agreement terminates. If Seller defaults, Buyer may (a) terminate and receive a full refund of the Deposit, or (b) seek specific performance of this Agreement.

14. NO COMMISSIONS. The Parties represent that no real estate broker or agent is involved in this transaction unless listed here, and each Party will indemnify the other against commission claims arising from that Party's own conduct. Broker(s), if any:

MASSACHUSETTS DISCLOSURE REQUIREMENTS (SUMMARY)

No general seller property condition disclosure statute (caveat emptor) (No statute; common law + 254 CMR 3.00 (broker duty) + MGL c.93A): MA has NO mandatory seller disclosure form for private sellers; caveat emptor governs, but licensed brokers/salespersons must disclose known material defects (254 CMR 3.00) and misrepresentation is actionable under c.93A.

Mandatory home inspection rights disclosure; seller may not require/encourage inspection waiver (Chapter 150 of the Acts of 2024 (Affordable Homes Act); 760 CMR 74.00 (Residential Home Inspection Waivers), effective October 15, 2025): For purchase agreements dated on/after 10/15/2025, every 1-4 unit, condo, or residential co-op transaction requires the EOHLC 'Massachusetts Mandatory Residential Home Inspection Disclosure' form signed by buyer and seller before or at the first written contract; sellers/listing agents cannot require or encourage waiver of inspection or accept offers conditioned on waiving inspection; violations can be c.93A unfair/deceptive practices. (Applies: 1-4 unit residential, condominium units, residential co-op shares; contracts dated after 10/15/2025.)

Smoke detector certificate of compliance at sale (MGL c.148 s.26F): Seller must obtain a local fire department certificate of compliance for smoke detectors upon sale/transfer of 1-5 unit residences built or modified before 1/1/1975 (statewide code date); certificate valid 60 days and delivered at closing. (Applies: residential 1-5 units (pre-1975 construction/modification trigger for 26F).)

Carbon monoxide alarm certificate of compliance at sale (MGL c.148 s.26F1/2): Seller must obtain fire department CO alarm certificate of compliance at sale of any residential dwelling regardless of age where CO source exists (fossil-fuel equipment or enclosed attached garage); usually inspected jointly with smoke detectors. (Applies: all residential dwellings with fossil-fuel equipment or attached enclosed garage.)

Title 5 septic system inspection at transfer (310 CMR 15.301 (MGL c.21A s.13 authority)): Property served by an on-site septic system must have a Title 5 inspection within 2 years before transfer (3 years if accompanied by annual pumping records; up to 6 months after transfer if weather prevents, with written buyer notice); failed systems generally must be upgraded (often within 2 years); P&S agreements customarily allocate this. (Applies: properties with private on-site sewage disposal (not on municipal sewer).)

Lead-Based Paint (federal, homes built before 1978): the EPA/HUD "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" must be completed and attached, and Buyer acknowledges receipt of the pamphlet "Protect Your Family From Lead In Your Home."

Closing Practice Note: Attorney state by case law: REBA v. National Real Estate Information Services, 459 Mass. 512 (2011) - real estate closings/conveyancing constitute the practice of law; a Massachusetts attorney must oversee the closing (notary-only closings prohibited); in practice lender's counsel conducts the closing; recorded instruments: Deeds require acknowledgment before a notary public only (MGL c.183 s.29-30); NO witnesses required for recording.

15. DISCLOSURES ACKNOWLEDGED. The Parties acknowledge the disclosures summarized above. Was the residence built before January 1, 1978? ☐ Yes ☐ No. If yes, the federal lead-based paint disclosure is attached as an addendum. Is the Property subject to a homeowners' or condominium association? ☐ Yes ☐ No. Any disclosure summarized above that state law requires as a separate standalone form has been or will be delivered as such before or at the execution of this Agreement: ☐ Yes ☐ Not applicable.

16. MISCELLANEOUS. This Agreement (a) is the entire agreement of the Parties and supersedes all prior negotiations; (b) may be amended only in a writing signed by both Parties; (c) is governed by the laws of the State of Massachusetts; (d) is binding on the Parties and their heirs, successors, and permitted assigns; (e) may be signed in counterparts, and electronic or scanned signatures are effective as originals; (f) time is of the essence; and (g) if

any provision is held unenforceable, the remaining provisions continue in effect. Notices may be delivered by email to the addresses below and are effective on transmission.

17. ADDITIONAL TERMS.

SELLER signature Date

BUYER signature Date

SELLER printed name, phone, email

BUYER printed name / entity, phone, email

SELLER 2 signature (if applicable) Date

Escrow Agent acknowledgment of Deposit Date