



# Purchase Agreement

Agreement between Hamlet Homes, LLC. A Connecticut corporation having an office and place of business at 373 South Main St, Suffield, Connecticut 06078 (hereinafter called "Seller") and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter collectively called "Buyer")

Buyer's Cell tel. ( ) - \_\_\_\_ - \_\_\_\_ Cell: ( ) \_\_\_\_ - \_\_\_\_  
Buyer's Work tel. ( ) - \_\_\_\_ - \_\_\_\_ Email: \_\_\_\_\_

Where used herein, the words "we" and "ours" refer to the Seller. The words "you" and "yours" refer to the Buyer. The word "us" refers to all parties to this agreement.

Subject to the terms of this Agreement, and for good and sufficient considerations, and relative to a certain piece or parcel of land in Subdivision in the Town of East Windsor, County of Hartford and State of Connecticut known as Lot# \_\_\_\_\_, Broad Brook, CT 06016 in The Hamlet at Harvest View ("the Premises"), the parties agree as follows:

1. **Construction:** Seller agrees to construct a single-family residence in accordance with the attached plans and specifications in a good and workmanlike manner and in accordance with state and local codes and regulations.
2. **Purchase Price:** \$ \_\_\_\_\_ Payable as follows:
  - (a) \$ \_\_\_\_\_ Deposit at the time of signing this agreement
  - (b) \$ \_\_\_\_\_ Buyers mortgage amount
  - (c) \$ \_\_\_\_\_ Buyer will pay the following balance at closing
  - (d) \$ \_\_\_\_\_ Remaining balance due Builder paid at closing\* SEE Addendum C Deposit Money
3. **Closing of Title and Possession:** The closing of title and delivery of possession of the Premises shall take place on or about \_\_\_\_\_ at the office of Buyer's mortgage lender's attorney or at such other location upon which Seller and Buyer shall agree.



4. Price Adjustments: We will adjust real estate taxes, water, etc. in accordance with the customary manner of the Hartford County Bar Association. **All extras shall be paid in cash at the time of a Change Order. Any outstanding credit memos and unused allowances shall be adjusted in the final balance at closing. Any framing and/or window changes made after the shell is completed shall require an initial fee of \$1,000.00 paid to Seller before any such changes are made.** You will be responsible for paying any costs required by your mortgage lender in connection with your purchase of the Premises.

5. Title: (a) At closing, we will convey a fee simple title to the Premises to you as Joint Tenants (with right of survivorship), unless otherwise provided, and deliver to you a Connecticut warranty deed subject only to (i) provisions of an ordinance, municipal regulation or public or private law, (ii) real estate taxes as are not yet due and payable as of the closing date and (iii) standard residential utilities easements.

(b) The parties agree that none of the items described in Paragraph 5 (a) shall interfere with the location of any buildings on the Premises, prevent the use of the residence as a residence or render the title to the Premises unmarketable under the Standards of Title of the Connecticut Bar Association.

6. Subordination: This Agreement is and shall be subordinate to any mortgage we have or will place on the Premises prior to closing, provided however, at the time of closing we shall convey title to the Premises to you in the manner described in Paragraph 5 hereof.

7. ASSIGNMENT: Neither party has the right to assign this Agreement without the prior written consent of the other party. Any purported assignment without such prior written consent shall be voidable at our option.

8. FAILURE OF SELLER OR BUYER TO PERFORM: If we fail to deliver title to the Premises as specified in this Agreement, you may terminate this Agreement and receive return of any deposits paid by you, and both parties shall be relieved from any further liability under this Agreement, or you may exercise you're your rights under the law for specific performance of this Agreement. If you default, we may terminate this Agreement and retain any deposits you have paid as liquidated (Exhibit H) damages or deposits to be paid including any approved extra items and signed off invoices.



9. BROKERS: You represent that you have not dealt with any real estate broker or agent other than Coldwell Banker Residential Brokerage and \_\_\_\_\_ in connection with this transaction, and that you will indemnify and hold us harmless against all losses, damages, commissions, costs and expenses incurred by us in connection with this transaction because of any such claim(s). This promise of indemnification shall survive the closing of title.

10. MORTGAGE CONTINGENCY: This Agreement is subject to Buyer obtaining a pre-approval within 15 days after the execution of this agreement from a reputable lending institution of a mortgage loan of at least 90% of the purchase price payable in equal constant monthly payments over a period of 10 years or longer, with interest at the prevailing rate. Buyer shall endeavor in good faith to obtain a mortgage loan on the above or more favorable terms, but if Buyer is unable to obtain a pre-approval commitment by the aforesaid time frame, this Agreement shall be null and void, all funds and documents shall be returned to the respective parties, and neither party shall have any rights against the other. Builder will not start construction process until Buyer Waives Mortgage Contingency by initial and date here \_\_\_\_\_  
See Addendum C for Deposit Money Agreement.

11. PROHIBITION AGAINST RECORDING OF A NOTICE REFERENCING THIS AGREEMENT: This agreement shall not be recorded. Recording of this Agreement shall cause this Agreement to be terminable at Seller's option.

12. NO ORAL AGREEMENTS: This Agreement binds both Seller and Buyer, our respective heirs, successors and assigns. It replaces any and all prior understandings and agreements between the parties, both oral and written. This document is the entire agreement between the parties. Neither party is bound by any statements and/or agreements made prior to this Agreement nor which are not part of this Agreement. This Agreement, which shall survive the closing, may only be changed by written amendment signed by the Parties.



13. RISK OF LOSS: If the Premises is damaged or destroyed by fire or other casualty prior to closing of title, and if Seller does not repair or replace the Premises under an appropriate extension of the closing date, Buyer may either accept the damaged Premises without a modification of the price, or Buyer may reject the Premises by written notice to Seller, and this Agreement shall be terminated. Upon such termination, Seller shall return all deposits paid, without interest, and all rights and obligations of the Parties under the Agreement shall be terminated.

14. CONDITIONS AND WARRANTIES: Seller makes no warranties under this Agreement, except those required by law. Seller makes no warranty or guaranty of any consumer products, such as stoves, refrigerators and other appliances. The terms and conditions of this paragraph shall survive the closing.

15. OTHER PROVISIONS:

1. Attached plans, specifications and plot plan are subject to Buyer's written approval.
2. Seller shall provide an original certificate of occupancy at closing.
3. The Premises shall be in broom clean condition and free of construction debris at closing.
4. No part of the structure is located within the flood zone as defined by applicable law.
5. Except by prior arrangement with Seller, Buyer shall not be permitted on or in the Premises prior to closing. Notwithstanding the foregoing, Buyer shall have a walk-through of the Premises within 48 hours prior to closing, at which time a "punch list" prepared by Seller and Buyer shall be noted. Until the closing, the building to be constructed on the Premises shall be continuously insured by Seller under a standard builder's risk, liability, and fire and worker's compensation insurance plan.
6. Seller shall provide mechanics lien waivers at closing to Buyer's mortgagee or to Buyer in the event of a cash transaction.



16. MAINTENANCE: At the time of the closing of title, maintenance responsibility for your lot and dwelling will become Buyer's obligation. Seller shall not be responsible for maintenance except with respect to our obligation to complete the construction according to this Agreement, and the "punch list", if any, and our obligations under statutory warranties. **Following completion of lawn grading, planting and seeding, Seller shall not be responsible for any plants or non-germination of seeds and any washouts from rain or the elements.**

17. SELECTIONS AND OPTIONS: If through no fault of the Seller, Buyer fails to select any optional provisions in the construction plans, including colors and materials, whether with respect to standard or optional items, within 45 days after all items in Paragraph 2 a) and 2b have been paid, Seller shall have the right to make such selections on Buyer's behalf.

18. FURNISHINGS AND MODELS IF APPLICABLE: *Furniture, wall coverings, furnishings and the like are for display as shown in or about any model dwelling, are for display purposes only and are not to be considered a part of the Premises for the purposes of this Agreement. Further, the location of wall switches, thermostats, plumbing, electrical outlets and similar items may vary from dwelling to dwelling and may not be as shown in any model home. Any floor plans, sketches or sales drawings shown to you are for display purposes only. The dwelling to be constructed in the Premises is being sold unfurnished. Any scale model of the Premises is only an artist's conception and is subject to change in any and all respects.*

19. ACCESS: You shall not have access to the dwelling nor shall you bring any furniture or other property into the dwelling or on the Premises prior to closing. Notwithstanding anything to the contrary stated herein, Buyer may visit the Premises at reasonable times upon prior request to an agreement of Seller.



20. FORCE MAJEURE: Seller shall complete the construction of the dwelling on the Premises. However, if Seller is delayed in the performance of the aforesaid obligation to complete the construction for reasons beyond Seller's control, the time for performance shall be extended for the period of such delay. Reasons beyond Seller's control, shall include, without limitation, impossibility of performance, Acts of God, fire, earthquake, flood, explosion, condemnation of acts of governmental agencies asserting jurisdiction over the Premises and any other legally enforceable justification under the laws of the State of Connecticut, that would excuse Seller from completing construction within 240 days after the signing of this Agreement by the Parties.

21. BUYER'S ACKNOWLEDGMENT OF CONSUMER PROTECTION LAW: Buyer hereby acknowledges that Buyer is aware of and will comply with the State of Connecticut Consumer Protection Regulation under Conn. Gen. Stat. Sec. 99-246 which allows prospective buyers to contact Seller herein. Pursuant to the Act, Buyer further acknowledges receipt of a Certificate of Registration as provided by the State of Connecticut for Hamlet Homes, LLC- license# NHC.0013403.

IN WITNESS THEREOF, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BUYER:

\_\_\_\_\_  
( )

\_\_\_\_\_  
( )

SELLER:

By \_\_\_\_\_

Mark A. O'Neill-Manager  
Hamlet Homes, LLC.



**Attachments and Additions- incorporated as part of this agreement.**

Name of Plan to be built: \_\_\_\_\_.

Address- \_\_\_\_\_.

Hamlet Homes LLC. General specifications are attached and incorporated as part of this agreement.

TOTAL UPGRADES: