

**SALES AGREEMENT -
FORECLOSURE**

JD-CV-88 Rev. 3-11
June Special Session, Public Act No. 10-1

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

Name of case (Plaintiff v. Defendant)	Judicial District	Docket number
Seller/Committee's name		Juris number
Seller/Committee's address		Telephone number
Buyer's name		Telephone number
Buyer's address		

Property Address/Location *(Attach a detailed description of the property and label it "Attachment A")*

Deposit paid by Buyer to Seller in the form of a certified check or bank check:

(\$ _____)

A. In consideration of:

1. the deposit paid by the Buyer to the Seller, and
2. on or before 30 days after the approval of the sale, the Buyer paying the seller the additional amount of: _____
_____ (\$ _____) in cash or by certified check, and
3. the Buyer assuming and agreeing to pay all outstanding taxes, water and sewer charges and assessments due the town where the property is situated and the Buyer agreeing that there will be no adjustments to the purchase price for the outstanding taxes, water and sewer charges and assessments;
4. the buyer agreeing that at the closing, he or she shall provide the Committee with a certified or bank check, payable to the Clerk of the Superior Court, for the balance of the purchase price;
5. the buyer agreeing that within 30 days of the closing, he or she will record the committee deed;
6. the Buyer and Seller agreeing that:
 - a. the sale is to be free and clear of the lien being foreclosed and of all subsequent claims the holders of which are bound by this action, but subject to all prior interests and subject to building, building line and zoning regulations of the town where the property is situated and any and all provisions of any public or private law; and
 - b. the sale is subject to the Seller obtaining the approval of the Superior Court, subject to building, building line and zoning regulations of the town in which the property is situated and any and all provisions of any public or private law; and agreeing that if the approval is not obtained, this agreement shall be null and void and the deposit will be returned to the Buyer; and
 - c. the Seller has made no representations regarding the condition of the premises or the quality of title except as otherwise stated in this agreement and that the buyer is purchasing the premises in its "as is" condition; and
 - d. the title will be transferred within thirty (30) days from
 - i. the date of approval of the sale by the Superior Court, or
 - ii. the date of the final determination of any appeal from such approval, or
 - iii. any other time the Court may order; and
 - e. if the Buyer fails to make any of the payments required by this agreement, the Court may order the Buyer to lose all claims to the property and all money paid under this agreement;

B. The Seller will, within 30 (thirty) days of:

1. the sale being approved by the Superior Court, or
2. the date of the final determination of any appeal from such approval, or
3. at any other time ordered the Court,

give to the Buyer a good and sufficient Committee's Deed containing the usual covenants in such deeds, for the property described above and in Attachment A.

Signed (Seller/Committee)	Date
Signed - Buyer	Date

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA/