

MEMO TO BUILDER: PURCHASE OF A FREEHOLD PROPERTY
(NOT A CONDOMINIUM)

Date: _____

Builder: _____

Purchaser(s): _____

Property: _____

Having obtained input from the Law Offices of Stephen H. Shub through Mr. Mario Zammit at (416) 222-1882, fax (416) 222-4277, and, based on a condition which was understood to have been included in the purchase agreement permitting input from a lawyer, the undersigned purchaser submits proposed changes on the attached proposed AMENDMENT and requires such changes to be included in the Agreement of Purchase and Sale.

_____ Purchaser	_____ Purchaser
_____ Telephone	_____ Telephone

NOTE: When delivering this MEMO and attached AMENDMENT to the builder's sales representative, purchaser is to keep a copy of this memo and complete the information in the space below:

Delivered on _____ at _____ am / pm
(date) (time)

To _____
(name of builder representative)

Fax a copy of this memo and proposed amendment to
Mario Zammit at (4 1 6) 2 2 2 - 4 2 7 7

**FREEHOLD AMENDMENT
PROPOSED CHANGES TO
AN AGREEMENT OF PURCHASE AND SALE BETWEEN**

Purchaser(s): _____

Builder: _____

Property: _____

Notwithstanding any other terms of the Agreement of Purchase and Sale, the parties agree as follows:

- 1) Except in accordance with any applicable TARION bulletin, there will be no changes in dimensions in the proposed floorplans, room sizes, or square footage as presented to purchaser at time of the offer.
- 2) Unless agreed in writing by both parties, the closing date will not be advanced to an earlier date by the Builder.
- 3) With respect to any interior garage door, if grading is a problem requiring more than two steps, interior garage door will be installed with safety bar and purchaser will install own steps after closing or Builder will install rough-in door frame before drywall.
- 4) This clause forms an integral part of the Agreement of Purchase and Sale between Vendor and Purchaser(s) and amends any GST reference so that both GST and HST (if applicable) are included in the purchase price (net of any applicable rebate which is assigned to Vendor). "HST" refers to the HARMONIZED SALES TAX to include GST and PST where a title transfer occurs after June 30, 2010.
- 5) Except for property taxes and any other applicable taxes, total adjustments being charged by the Builder, in addition to the purchase price, will not exceed \$_____.