



Suite # 203, 10023-168 Street Edmonton, Alberta T5P 3W9 Website: www.nestbuilders.ca
Phone: (780)472-5900 Fax: (780)440-9555 Toll Free: 1-866-388-6378

Declaration for Gifts

Written declaration for gifts/grants:

We, the undersigned vendor(s) (name) _____, the purchaser(s), borrower(s) and grantee(s) (name(s)) _____, and the grantor NEST BUILDERS hereby agree and declare that a grant of \$ _____ is being provided by the grantor for down payment and closing costs assistance toward the purchase of a home at (street address) _____

(legal description) Lot: _____ Block: _____ Plan: _____ and that this home will be occupied by the purchaser(s) / borrower(s).

We also agree and understand that the down payment assistance is a gift which is non-repayable and non-revocable if the home is purchased by the purchaser(s) / borrower(s).

We, the undersigned, understand and agree that the amount of the gift is net of any taxes, fees or any other charges, with no right of setoff against, nor amounts or benefits owing from the purchaser(s), borrower(s) and grantee(s) (other than payment of the sales price disclosed herein) to the vendor(s) or grantor(s) or any of their affiliated businesses, principals, directors, officers, employees or agents.

We, the undersigned, agree that the sale price of the home of \$ _____ is the same price as would apply where no gift was being provided. We also understand and agree that there is no restriction as to which accredited appraiser or lawyers are engaged for the sale.

We, the undersigned, understand that the sale is to be financed by a lender and it is understood that the lender is relying on this declaration for the purpose of ensuring that it will have sufficient mortgage security from the value of the home for its loan.

We, the undersigned, hereby agree and authorize, by copy of this joint statutory declaration and agreement and the tendering of a bank draft in the amount of \$ _____, dated _____ (at least fifteen business days before closing date in agreement of purchase and sale), the lawyer(s) representing the lender in the sale to hold in trust and then make available and apply the gift funds to the sale of the home on closing of the home sales transaction. If the home sales transaction does not close but is terminated by the parties or the lender decides not to make the required loan, we authorize the lawyer(s) to return the gift funds to the grantor without recourse.

DECLARED, agreed to, witnessed and dated this _____ day of _____, 2_____.

VENDOR(S): Seller/Builder

Company Name

Signature/Title

Address: _____

Phone: _____

Witness: _____

Signature

Print Name

Witness: _____

Signature

Print Name

GRANTOR(S): NEST BUILDERS

Signature/Title

Address: # 203 10023 - 168 Street
Edmonton, Alberta, Canada T5P 3W9
Phone: (780)472-5900 or 1 (866) 388 - 6378

Witness: _____

Signature

Print Name

PURCHASER(S)/ BORROWER(S) / GRANTEE(S):

Name: _____

Address: _____

Phone: _____