

ASSIGNOR
(person assigning rights)

1. Is the original Agreement of Purchase and Sale assignable?
2. Are there any restrictions on marketing the Assignment?
 - MLS®, Exclusive, or Privately
3. The Builder may require the Assignor and Assignee to sign the Builder’s consent form or the Builder’s Assignment Agreement.
 - The Assignee may be required to prove that they can obtain a mortgage.
4. The Assignor usually agrees to obtain Builder consent and pay consent fee (may be the Assignee).
5. The Assignee may be required to pay the Assignor an amount equal to the deposits (and possibly the interest on the deposits) already paid to the Builder at time of occupancy.
6. Provide the Assignee with original Agreement of Purchase and Sale and all related documents.
7. The Assignor is not usually released from their obligation to the Builder if the Assignee does not complete the purchase.
8. The Assignor is responsible for the following costs:
 - Legal fees and disbursements
 - Builder consent fees and/or assignment fee
 - Real estate commission.
9. Change of dates or other changes by the developer should be sent to the Assignee by the Assignor.

ASSIGNEE
(person who receives rights)

1. Enter into an Assignment Agreement.
2. Obtain original Agreement of Purchase and Sale and related documents. Review obligations carefully. Have a lawyer review.
3. The Assignee may pay the following on occupancy:
 - a. Final deposit
 - b. Occupancy fees:
 - i. Estimated property taxes
 - ii. Estimated common expenses
 - iii. Interest on purchase price.

The Assignee usually delivers 6-12 postdated cheques to the Builder.
4. The Assignee may pay the following to the Builder on final closing:
 - a. Estimated property taxes for up to two years
 - b. Hydro/water/gas meter installation and connection charges (approx. \$500–\$700 per meter)
 - c. Development charges/levies (potentially thousands of dollars)
 - d. Tarion New Home Warranty (ranging from \$600–\$1,900. See Tarion website for fee structure)
 - e. Discharge of Builder’s mortgages (approx. \$200–\$300 per mortgage)
 - f. Builder’s lawyer’s Law Society charge (approx. \$70)
 - g. Compensation for the Builder–cost of handling the Assignor’s deposit cheques (approx. \$250)
 - h. Two months of occupancy fees for reserve fund
 - i. Other amounts set out in the Agreement of Purchase and Sale.

These costs are typically not financed with a mortgage.
5. The Assignee is responsible for the following additional fees:
 - a) Legal fees and disbursements
 - b) Land transfer tax (provincial and municipal.
 - c) GST/HST rebate
 - d) Municipal levies.

Consult with lawyer/accountant regarding other tax implications.
6. Assignee takes occupancy of unit and all applicable financial obligations.
7. After the condominium is registered, on final closing the Builder transfers title to Assignee. The Assignee pays the balance to the Builder. The Assignee may also pay any amount still owed to the Assignor depending on the terms of the Assignment.
8. Assignee should include a clause that makes the offer conditional on the Assignor providing the Assignee with the original Agreement of Purchase and Sale, all applicable amendments, and all applicable documents.

Note: All figures are approximate and subject to change (2012)

DISTINCTIVE REAL ESTATE ADVISORS INC., Brokerage

130 King Street West. Suite 18th Floor, Toronto, Ontario M5X 1E3
T 416 925 3140 | F 416 925 3149

DistinctiveAdvisors.com