

何謂「確認人轉讓」？ C FOR “CONFIRMOR SALE”



確認人轉讓是指準買家在完成該項物業交易前將物業轉售予第三者。以此形式轉讓物業較一般交易複雜，地產代理處理此類交易時有數點要留意。

確認人轉讓涉及一定風險，地產代理安排確認人與轉購人訂立轉售協議前，必須就有關物業進行土地查冊，以確保確認人有權轉售物業，並應審視確認人與業主所訂立的買賣協議，以了解其中條款，特別是有否轉售限制。

當物業成交時，若確認人須將轉購人所繳付之樓價餘款轉交予業主，為確保確認人有充裕時間遞送該樓價餘款，地產代理應建議確認人與轉購人協定成交時間早於確認人與業主的成交時間。

此外，地產代理應向轉購人解釋，轉售協議條款是受到確認人與業主簽訂的買賣協議約束，例如買賣協議內訂明買方(確認人)接受某結構性改動，轉售協議中的轉購人也得接受該結構性改動等。

A confirmor sale means the prospective purchaser resells the property to a third person before the completion of the transaction. It is more complicated than an ordinary sale and there are a number of issues that an estate agent should pay attention to when dealing with this type of transaction.

As there are certain risks in confirmor sales, an estate agent should carry out a land search of the relevant property before arranging for the confirmor and the sub-purchaser to enter into a sub-sale agreement to ascertain whether the confirmor has the power to sub-sell. The agreement for sale and purchase entered into between the vendor and the confirmor should also be examined to determine the terms of the agreement, including but not limited to any restriction on sub-sale.

On completion, if the confirmor needs to transfer the balance of purchase price payable by the sub-purchaser to the vendor, sufficient time should be allowed for making the said transfer. It is advisable that the completion time for the sub-sale agreement should precede that for the original agreement for sale and purchase.

Moreover, estate agents should explain to the sub-purchaser that the terms of the sub-sale agreement are subject to those of the original agreement for sale and purchase. For example, if the confirmor has accepted any structural alteration in the original agreement, the sub-purchaser has to accept the same under the sub-sale agreement.