

Residential Properties (First-hand Sales) Ordinance

Frequently Asked Questions and Answers (FAQs)

FAQs on Register of Transactions

FAQs are not guidelines. They aim to facilitate the trade to understand how the Sales of First-hand Residential Properties Authority (SRPA) looks at specific provisions of the Residential Properties (First-hand Sales) Ordinance (Ordinance).

Users of the FAQs should not rely on the information in the FAQs as professional legal advice and are strongly advised to seek legal or other professional advice should there be doubts about the application of the Ordinance in individual circumstances. Whilst every effort has been made to ensure the accuracy of the FAQs, the SRPA shall not be responsible for any liability howsoever caused to any person by the use or reliance on the FAQs.

Q1.1 What should the vendor do if the PASP for a specified residential property has not proceeded further and the vendor wishes to offer to sell the specified residential property again?

A1.1 According to section 59(2)(c) of the Ordinance, if the purchaser has not entered into an agreement for sale and purchase with the owner in respect of the specified residential property within 5 working days after the date on which the PASP is entered into, the vendor must, on the 6th working day after that date, indicate that fact in the Register of Transactions for the development in relation to the residential property. If the information that the PASP for a specified residential property has not proceeded further has been recorded in the Register of Transactions, and the price list and sales arrangements applicable to the residential property concerned have remain unchanged and have been made

available, there is no need for the vendor to wait for 3 days before he can offer to sell the residential property concerned again.

Q1.2 Section 59(2)(a)(v) and (3)(e) in Part 1 of the Ordinance requires a vendor to set out the terms of payment (including any discount on the price, and any gift, or any financial advantage or benefit, made available in connection with the purchase) (“Payment Terms”) in the Register of Transactions for the development. What is expected to be set out under this particular item?

A1.2 It is common for vendors to offer discounts, gifts and/or benefits (whether it is in monetary terms or not) to purchasers in connection with the purchase of a specified residential property. Section 59 of the Ordinance requires that whenever a preliminary agreement for sale and purchase (“PASP”) or an agreement for sale and purchase (“ASP”) (where no PASP has been entered into) in respect of a specified residential property is made, the vendor must, within the prescribed timeframe, enter into the Register of Transactions for the development, inter alia, the Payment Terms. As set out in section 61 of the Ordinance, the purpose of the Register of Transactions for the development is to provide a member of the public with the transaction information relating to the development for understanding the residential property market conditions. A vendor is therefore expected to set out full details of the Payment Terms as agreed with a purchaser for the purchase of each specified residential property. Vendors are also advised to make the Register of Transactions self-contained so as to save readers the inconvenience of having to refer to other documents or materials in order to find out the full details of the Payment Terms.