

Conveyancing Process for Selling a Property

The main stages of a sale transaction.

1. Firstly, the seller needs to appoint a conveyancer. The seller will usually telephone various conveyancers to obtain a quotation or alternatively the seller may have been referred via an estate agent, mortgage broker if they have a connected purchase or they might be a previous client of the conveyancer. It is normally possible for the quotation to be provided over the telephone as a fixed fee with associated disbursements is usually offered. Clients often ask for the quotation to be emailed across to them for consideration before coming back to confirm they wish to proceed. They also like to obtain quotes for comparison.
2. Once the seller confirms they wish to proceed, I then take full details of the parties involved and the property before sending out an instruction letter and terms and conditions of business. The instruction letter sets out the fixed fee costs, associated disbursements and requests monies on account. A questionnaire is provided for the client to complete and return in order that I can obtain their personal details such as their contact details, whether or not they have a mortgage on the property and if so the lenders name, account number and amount outstanding, whether or not there are any other beneficial owners who are not registered against the title to the property, whether there are any estate agents acting and whether or not there is a connected purchase. The questionnaire also requests that the seller provides all deeds and documents held in relation to the property and notifies the seller that if the property is unregistered and mortgaged then the deeds will be requested from the lender on their behalf.

I instruct the seller to notify the estate agents that they have chosen my firm to act on their behalf in order that the memorandum of sale and property particulars can be sent to me. I also open a file for the client.

The instruction letter also requests identification documentation from the seller, which the seller presents to the office usually when returning the instruction paperwork. I also enclose with the instruction letter the Protocol Forms namely the Property Information Form, Fittings and Contents Form and if the property is leasehold, the Leasehold Information Form. These forms contain extensive questions concerning the property and the seller is asked to complete the same.

The terms and conditions of business provide a range of information to the seller to include details of the firm, its professional indemnity insurance, its opening times, its complaints procedure along with details of the conveyancer acting and his or her supervisor.

3. Once completed the seller returns the necessary forms to me. The client also produces the identification documents and money on account of costs is taken. If the property is leasehold, then additional money on account is taken to cover the cost of any leasehold information pack which will need to be obtained from the managing agent/ freeholder. If the seller cannot attend the office for the purposes of identity verification then the seller may attend another solicitors office which may be more local to the seller with the necessary identification documents in order for the sellers original documents to be verified. The seller can then send certified copies of the identification documents to me. The seller is usually required to provide his or her Passport, Driving Licence and a bank statement or utility bill which is dated within the last three months.

4. The estate agent sends out to all parties the memorandum of sale and upon receipt of which I immediately confirm instructions to the buyer's conveyancer if I have already been instructed by the seller. It is important that the details of the conveyancer handling the matter along with the supervisors' details are provided in the letter.
5. If the property is registered I obtain the official copy of register of title from the Land Registry portal along with a copy of the filed plan and any other official document referred to in the title such as a transfer or conveyance. If the property is leasehold I also obtain an official copy of the Lease from Land Registry if the seller has been unable to provide the original.
6. In the event the property is unregistered then if the seller held the deeds these would have already been provided at the point of which the seller returned formal instructions. If the property is subject to a mortgage then I obtain the same from the mortgage lender. I provide an undertaking to the lender to hold the deeds to the lender's order pending the sale of the property. I also request an up to date redemption figure for budgeting purposes.
7. The buyer's conveyancer confirms instructions and I then proceed to draft the contract in accordance with the current Standard Conditions of Sale (Fifth Edition) and adopting the National Conveyancing Protocol. The contract is then submitted, in duplicate, to the buyer's conveyancer along with supporting documentation. The supporting documentation consists of a copy of the official copy of register of title, the filed plan, any official document referred to in the title such as a transfer or conveyance, the Property Information Form, the Fittings and Contents Form, the Energy Performance Certificate and any other necessary documentation provided by the seller such as a recent boiler service report, guarantees and any planning or building regulation consents in relation to works carried out to the property. If the property is leasehold then in addition to the above, a leasehold information form, a copy of the Lease and any other paperwork held in relation to the ground rent or service charge would be provided.

The contract is usually drafted in order that the property is sold with vacant possession but of course there are cases where the property is sold subject to an existing tenancy and clear instructions must be obtained from the seller.

There are occasions where the seller is selling only part of the land they own and in these cases the contract is drafted to reflect this and contains a provision to state that the Transfer of Part will be in the format attached to the contract. I draft the Transfer of Part which refers to a plan (which must be Land Registry compliant) and contains the rights, reservations and restrictions. Again, clear instructions need to be obtained from the seller.

There are cases whereby the sellers wish to sell land subject to overage provisions and again careful consideration must be given in relation to drafting and complete instructions obtained from the seller.

8. In cases where the property is leasehold I request the leasehold information pack from the managing agent/ freeholder and pay for the same. Once this is received, it is supplied to the buyer's conveyancer.
9. The buyer's conveyancer will then raise pre-contract enquiries upon receipt of the draft contract pack and will provide approval of the draft contract. Once received, I deal with as many of the enquiries as possible using the information in my possession. I do of course seek replies from the seller to those questions I am unable to answer. The replies are then sent to

the buyer's conveyancer. If the buyer's conveyancer requests amendments to the contract and these are agreed, then I prepare an engrossment of the contract and supply one copy to the buyer's conveyancer and one copy to the seller for signature and return.

In cases where the seller advised in the response to the Property Information Form that there is an occupier who is 17 years of age or over and who is not registered on the title to the property then the contract is also sent to the occupier for signature and return to confirm that the occupier agrees to vacate the property on or before completion and releases the property from any rights of occupation which may have been acquired. I advise the occupier to seek independent legal advice as I am acting on behalf of the seller and therefore cannot offer any advice to the occupier or advise the occupier of the implications that the signing of the contract may have upon them. This would otherwise result in a conflict of interest.

There are cases where the property is being sold subject to an existing tenancy and in those cases this is stipulated in the contract and the Assured Shorthold Tenancy Agreement is attached to the contract. I obtain and supply details of the rent deposit scheme to the buyer's conveyancer along with the up to date Landlords Gas Safety Inspection Report. I also arrange for the seller to sign a Rental Authority which I then hand over to the buyer's conveyancer on completion which directs the tenant to pay future rental payments to the new buyer.

10. Once the buyer's conveyancer confirms that the replies to enquiries (and if leasehold, the leasehold information pack) are satisfactory and that search results and any necessary mortgage offer has been received, I discuss potential completion dates with my client. Contracts are then exchanged once all parties have agreed the completion date. All parties in the chain must agree the same completion date. I ensure that my client is aware that vacant possession must be given on completion meaning not only must the client vacate but they must clear the property of all items and any rubbish unless of course the property is being sold subject to an existing tenancy.
11. Exchange of contracts then occurs once the seller signs and returns the contract and confirms the agreed completion date. There is usually approx. two weeks between exchange of contracts and completion. Both parties are legally committed to the transaction after exchange of contracts and completion has occurred. I ensure the completion date is diarised both in my paper diary and in my electronic diary. My secretary also sets a reminder which reminds me of the completion date approx. 48 hours prior to completion.
12. Once exchange of contracts has occurred, the pre-completion procedures must be completed. If the seller has a mortgage, I obtain an up to date redemption statement calculated to the completion date from the lender. I also notify the estate agents that exchange of contracts has taken place in order that they are aware and may send me their commission account for payment on completion. Once these figures have been received I prepare my invoice and financial statement and forward the same to the seller in order that the seller is aware of what proceeds of sale will be available on completion. I also confirm with the seller whether a cheque for the sale proceeds is required on completion or alternatively a bank transfer. If the seller has a linked purchase transaction then the statement notifies the seller of what proceeds will be available to be utilised towards the purchase transaction.

If the property is leasehold I prepare a statement setting out apportionments of service charge, ground rent and if necessary, insurance contributions and provide the same to the

buyer's conveyancer in order that my client is refunded from completion for any service charge etc which has already been paid in advance. I then incorporate the necessary sums into the completion statement for my client. In the event my client is in arrears then I ensure these arrears are settled on completion.

In cases where the property is let and being sold subject to the existing tenancy then there are occasions where the rent must also be apportioned unless completion takes place on a rent payment date and the property is managed by a lettings agent.

13. The buyer's conveyancer then drafts the Transfer Deed along with Requisitions on Title and supplies the same to the seller's conveyancer. I approve the Transfer Deed and if satisfactory, send the same to the seller for execution in the presence of a witness and return in readiness for completion. Completion cannot take place without the seller's conveyancer being in possession of the original Transfer Deed duly executed by the seller. I also provide signed replies to Requisitions on Title in readiness for completion. Care must be taken when responding to Requisitions on Title as the replies are treated as undertakings in relation to the documents to be supplied on completion and any charge which must be repaid.
14. On completion the buyer's conveyancer sends the completion monies to the Seller's conveyancers bank details provided in the replies to Requisitions on Title. Once funds have been received in full I telephone the estate agent to release the keys or if there are no estate agents then the clients make their own arrangements direct and I notify the seller that the keys can be handed over to the buyer. I also redeem any mortgages secured on the property by telegraphic transfer and my firms costs and disbursements are paid. If the property is leasehold, I send any monies owned to the managing agents/ freeholder in relation to service charge/ ground rent in accordance with the apportionment statement previously agreed. The estate agents commission is paid and any balance proceeds are then sent to the client or utilised towards their purchase.
15. On completion I write to the buyer's conveyancer to confirm completion has taken place and to provide the executed Transfer Deed (if leasehold the original Lease if available) and any other deeds, documents, warranties, indemnity policies etc. agreed in correspondence. The buyer's conveyancer is asked to acknowledge receipt.
16. If the property is mortgaged it is important for the seller's conveyancer to write to the lender to confirm their charge has been discharged and to request that the lender provide the confirmation of electronic discharge which can then be forwarded to the buyer's conveyancer. In some cases, lenders still require a DS1 or END1 and if this is the case the seller's conveyancer must draft and submit the same to the lender for sealing. The lender will then return the same to the seller's conveyancer who in turn supplies the discharge document to the buyer's conveyancer to lodge with their application to register their clients purchase at Land Registry. The seller's conveyancer requests confirmation from the buyer's conveyancer that the firm is released from its undertaking given on completion in relation to the redemption of the existing mortgage at the point of which the relevant discharge document or confirmation of electronic discharge is provided to the buyer's conveyancer.
17. The estate agents usually return their receipted invoice once they have received their commission payment.
18. It is important to check that the client ledger is clear before making arrangements to close and store the file.