

# HAROLD BENJAMIN

## Residential Conveyancing Sale and Purchase

### Work Included in Fees / Work Excluded From Fees / Possible Increases / Timescales

#### Our Fees Include

1. Investigating title, reviewing information forms and supporting documents provided by the seller or seller's solicitors and carry out appropriate property searches.
2. Negotiating and agreeing the contract and transfer deed with solicitors.
3. Acting for your mortgage lender and complying with their requirements.
4. Reporting to you on title and on the contract.
5. Dealing with enquiries and requisitions.
6. Exchanging contracts.
7. Dealing with pre-completion searches and requisitions and arranging for execution of completion documents.
8. Completing the purchase.

If purchasing:

9. Filing SDLT Return online on your behalf and paying the Stamp Duty Land Tax due on the transaction.
10. Registering your ownership of the property at the Land Registry.
11. Sending to you or your mortgage lender the title deeds.

#### Timescale

In our experience these types of transactions can take anything from 6 weeks to 3 months to complete. Estimated timeframes run from when we receive your instructions to proceed and are our best estimates only as there are many aspects of this matter over which we have little or no control.

#### Complexities Which Could Increase Our Charges

It is important for you to appreciate that the costs information provided is based on a number of **key** assumptions, including those we set out below. If any of key assumptions are incorrect or change over time, we will provide you with revised costs estimate.

1. The title of the property is registered at the Land Registry free of defect under a single title.
2. There will be a single contract and a single transfer in relation to the title.
3. The title is registered in the name of the seller named in the contract.
4. The purchase will be on the basis of an unconditional contract.
5. The heads of terms do not materially change during the course of the transaction.
6. The parties work to the timescales agreed.
7. You will enlist for us the support of your other professional advisers where required.
8. You will provide or procure the provision of all necessary documents.
9. Funding for completion is arranged.
10. There will be only one mortgage on the property and this will complete at the same time as your purchase and we are instructed to act for the mortgagee.
11. No consents are required for the purchase.
12. You are making your own arrangements for any appropriate survey of the property and you are happy with the physical condition of the property.
13. Completion will take place on the date agreed in the contract.
14. The transaction completes within the timescale noted above.

The following will also make the transaction more complex and increase our charges:

1. If you require completion within 10 days of exchange.
2. Dealing with the lenders requirements if the transaction is partly funded from gifts.
3. In leasehold cases, the purchase or sale of a share of the freehold.
4. Drafting any Deeds of Covenant.
5. Dealing with a Licence to Assign.
6. Transactions involving new build or recently built properties.
7. Problems arising from missing deeds or documents or from the title requiring additional documentation or indemnity insurance rectification or amendment to the title.
8. If the property is leasehold, variation or extension of the lease or any consent to the assignment of the lease or preparing/reviewing any deed of covenant.
9. Notice of Transfer fee – This fee if chargeable is set out in the lease and is variable.
10. Notice of Charge fee (if the property is to be mortgaged) – This fee is set out in the lease and is variable.
11. Certificate of Compliance fee - To be confirmed upon receipt of the lease, as this is variable.
12. If you are using Help to Buy/ISA.

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#### Our Fees Do NOT Include

To help avoid any misunderstanding, we bring to your attention the fact that our charges **do not** include us dealing with any of the following:-

1. Advice on the commercial viability of the transaction.
2. Advice on SDLT planning, IHT, CGT, ATED or other tax issues.
3. Valuation or property agency advice.
4. Advice on the condition of the property or problems arising from survey.
5. Advice on environmental issues.
6. If the property is leasehold, variation or extension of the lease or any consent to the assignment of the lease or preparing/reviewing any deed of covenant.
7. Negotiating or re-negotiating heads of term.
8. Disputes arising on or after completion.
9. The suitability of your mortgage or any other financial arrangements. We will not review or advise upon any financial arrangements, financial documents or financial covenants.

It is your obligation to employ appropriately qualified third parties to obtain such additional advice as may be needed.