

CILEx Conveyancing Level 3 Practice Exam (Sample)

Study Guide



Everything you need from our exam experts!

Copyright © 2026 by Examzify - A Kaluba Technologies Inc. product.

ALL RIGHTS RESERVED.

No part of this book may be reproduced or transferred in any form or by any means, graphic, electronic, or mechanical, including photocopying, recording, web distribution, taping, or by any information storage retrieval system, without the written permission of the author.

Notice: Examzify makes every reasonable effort to obtain accurate, complete, and timely information about this product from reliable sources.

SAMPLE

Table of Contents

Copyright	1
Table of Contents	2
Introduction	3
How to Use This Guide	4
Questions	5
Answers	9
Explanations	11
Next Steps	17

SAMPLE

Introduction

Preparing for a certification exam can feel overwhelming, but with the right tools, it becomes an opportunity to build confidence, sharpen your skills, and move one step closer to your goals. At Examzify, we believe that effective exam preparation isn't just about memorization, it's about understanding the material, identifying knowledge gaps, and building the test-taking strategies that lead to success.

This guide was designed to help you do exactly that.

Whether you're preparing for a licensing exam, professional certification, or entry-level qualification, this book offers structured practice to reinforce key concepts. You'll find a wide range of multiple-choice questions, each followed by clear explanations to help you understand not just the right answer, but why it's correct.

The content in this guide is based on real-world exam objectives and aligned with the types of questions and topics commonly found on official tests. It's ideal for learners who want to:

- Practice answering questions under realistic conditions,
- Improve accuracy and speed,
- Review explanations to strengthen weak areas, and
- Approach the exam with greater confidence.

We recommend using this book not as a stand-alone study tool, but alongside other resources like flashcards, textbooks, or hands-on training. For best results, we recommend working through each question, reflecting on the explanation provided, and revisiting the topics that challenge you most.

Remember: successful test preparation isn't about getting every question right the first time, it's about learning from your mistakes and improving over time. Stay focused, trust the process, and know that every page you turn brings you closer to success.

Let's begin.

How to Use This Guide

This guide is designed to help you study more effectively and approach your exam with confidence. Whether you're reviewing for the first time or doing a final refresh, here's how to get the most out of your Examzify study guide:

1. Start with a Diagnostic Review

Skim through the questions to get a sense of what you know and what you need to focus on. Your goal is to identify knowledge gaps early.

2. Study in Short, Focused Sessions

Break your study time into manageable blocks (e.g. 30 - 45 minutes). Review a handful of questions, reflect on the explanations.

3. Learn from the Explanations

After answering a question, always read the explanation, even if you got it right. It reinforces key points, corrects misunderstandings, and teaches subtle distinctions between similar answers.

4. Track Your Progress

Use bookmarks or notes (if reading digitally) to mark difficult questions. Revisit these regularly and track improvements over time.

5. Simulate the Real Exam

Once you're comfortable, try taking a full set of questions without pausing. Set a timer and simulate test-day conditions to build confidence and time management skills.

6. Repeat and Review

Don't just study once, repetition builds retention. Re-attempt questions after a few days and revisit explanations to reinforce learning. Pair this guide with other Examzify tools like flashcards, and digital practice tests to strengthen your preparation across formats.

There's no single right way to study, but consistent, thoughtful effort always wins. Use this guide flexibly, adapt the tips above to fit your pace and learning style. You've got this!

Questions

SAMPLE

- 1. What is the effect of providing an undertaking to discharge a mortgage on completion, and what is the consequence if it is not fulfilled?**
 - A. The undertaking is binding only on the client.**
 - B. There are no consequences if not fulfilled.**
 - C. The undertaking creates a personal liability for the solicitor.**
 - D. An undertaking is binding on the firm giving it and must be complied with, with potential breaches under the SRACC.**

- 2. Identify five documents that you would include in the pre-contract package to be sent to the buyer's lawyers on your client's sale of 25 Kynaston Road.**
 - A. Draft Contract in duplicate; Fixtures & Contents Form (TA10); Official copy register entries and title plan; Official copy of the Conveyance dated 2 August 1988; Energy Performance Certificate**
 - B. Draft Contract in duplicate only**
 - C. Fixtures & Contents Form only**
 - D. Official copy register entries only**

- 3. Which body is typically used to discharge a restrictive covenant?**
 - A. Upper Tribunal (Lands Chamber)**
 - B. The local council**
 - C. The High Court**
 - D. The Land Registry**

- 4. In relation to the seller's registered title, what is a likely pre-contract issue requiring action to satisfy the buyer's lawyer?**
 - A. The mortgagee's restriction requires consent**
 - B. An issue with the seller's name that must be corrected by deed poll**
 - C. A name discrepancy in the proprietorship register; need to obtain a marriage certificate**
 - D. An outstanding pre-contract search matters**

- 5. Which of the following best describes the effect of the Unilateral Notice on priority and subsequent registration?**
- A. It protects the priority of a claimed interest but does not guarantee its validity; the buyer takes subject to that interest if valid.**
 - B. It guarantees the validity of the interest claimed.**
 - C. It extinguishes any prior interests.**
 - D. It creates an unregistered interest that takes priority.**
- 6. Which form must the certificate of title be provided in to a mortgagee?**
- A. Any form the solicitor chooses**
 - B. A government standard form**
 - C. The solicitor's own form**
 - D. The SRA/UK Finance approved form**
- 7. Identify a preliminary step you would take when your firm first receives instructions to act in the sale of 25 Kynaston Road with regard to anti-money laundering?**
- A. Open a file for the sale**
 - B. Obtain evidence of the client's identity**
 - C. Send the TA6 and TA10 forms to the client**
 - D. Write to the buyer's lawyers**
- 8. Which description best defines a 'legal charge' in the context of a mortgage?**
- A. A transfer of ownership to the lender**
 - B. A security interest created by registration**
 - C. A lease from the owner to the lender**
 - D. A contractual promise to pay rent**

- 9. Registration and OS priority: What is a possible consequence if you fail to apply for registration within the priority period?**
- A. The transfer completes in equity automatically**
 - B. Third party interests may gain priority over the buyers and lender**
 - C. The loan is cancelled automatically**
 - D. The property is registered by OS priority automatically**
- 10. Which document is used to evidence the discharge of the existing mortgage for registration at the Land Registry?**
- A. Form DS1**
 - B. Form AP1**
 - C. Form TR1**
 - D. LTR SDLT5**

Answers

SAMPLE

1. D
2. A
3. A
4. C
5. A
6. D
7. B
8. B
9. B
10. A

SAMPLE

Explanations

SAMPLE

1. What is the effect of providing an undertaking to discharge a mortgage on completion, and what is the consequence if it is not fulfilled?

- A. The undertaking is binding only on the client.**
- B. There are no consequences if not fulfilled.**
- C. The undertaking creates a personal liability for the solicitor.**
- D. An undertaking is binding on the firm giving it and must be complied with, with potential breaches under the SRACC.**

Providing an undertaking to discharge a mortgage on completion is a formal promise by the solicitor's firm to do the discharge by the completion date, so the buyer's title can pass free of that mortgage. This undertaking is binding on the firm that gives it, not just on individual staff, and the firm must fulfil it. If the undertaking isn't fulfilled, the client (and often the lender) can pursue remedies for breach, and the firm may face regulatory consequences under the SRA framework (as referenced by SRACC). In short, it's a firm-bound promise with real potential penalties if it isn't honoured.

2. Identify five documents that you would include in the pre-contract package to be sent to the buyer's lawyers on your client's sale of 25 Kynaston Road.

- A. Draft Contract in duplicate; Fixtures & Contents Form (TA10); Official copy register entries and title plan; Official copy of the Conveyance dated 2 August 1988; Energy Performance Certificate**
- B. Draft Contract in duplicate only**
- C. Fixtures & Contents Form only**
- D. Official copy register entries only**

In a seller's pre-contract package, the aim is to give the buyer's solicitors enough information to verify title, understand exactly what is included in the sale, and ensure compliance with legal requirements before contracts are exchanged. The best set of documents includes: - Draft Contract in duplicate so the buyer can review and sign and return it. - Fixtures & Contents Form (TA10) to specify what items stay with the property. - Official copies of the register entries and title plan to prove title and show boundaries. - Official copy of the Conveyance dated 2 August 1988 to confirm the chain of title and the underlying ownership history. - Energy Performance Certificate to comply with legal disclosure requirements and inform the buyer about energy efficiency. These items together give a complete picture: the contractual terms, what's included in the sale, proof of title, the history of ownership, and energy efficiency information. The other options omit one or more essential elements (for example, lacking the contract, lacking the TA10, lacking title evidence, or lacking the EPC), so they do not provide a full pre-contract package.

3. Which body is typically used to discharge a restrictive covenant?

- A. Upper Tribunal (Lands Chamber)**
- B. The local council**
- C. The High Court**
- D. The Land Registry**

To remove or alter a restrictive covenant on land, the usual route is via the Upper Tribunal, Lands Chamber, under section 84 of the Law of Property Act 1925. This tribunal has the power to discharge or modify the covenant if it's obsolete, would impede reasonable use of the land, or it would be inequitable to continue enforcing it, weighing the interests of the benefited and burdened landowners. If all parties agree, a deed of release can also extinguish the covenant without going to the tribunal, but when a formal discharge is needed, the decision maker is the Lands Chamber, not the High Court, the local council, or the Land Registry. After the order, the Land Registry updates the title to reflect the discharge.

4. In relation to the seller's registered title, what is a likely pre-contract issue requiring action to satisfy the buyer's lawyer?

- A. The mortgagee's restriction requires consent**
- B. An issue with the seller's name that must be corrected by deed poll**
- C. A name discrepancy in the proprietorship register; need to obtain a marriage certificate**
- D. An outstanding pre-contract search matters**

Ensuring the seller's identity matches the registered proprietor is the key idea here. At pre-contract, the buyer's lawyer needs to be confident that the person selling is indeed the person shown as the owner on the Land Registry title and that the name on the title aligns with the seller's current identity. If there is a name discrepancy in the proprietorship register, a standard step is to obtain documentary evidence linking the names so the buyer's position is protected. A marriage certificate is a typical piece of evidence used to show that the person appearing on the register under one name is the same person who is selling under another name due to marriage. This helps confirm ownership and allows any necessary name adjustments on the register to be addressed before completion, preventing future disputes over who can transfer the title. Mortgagee consent and deed polls are relevant in other scenarios—mortgage restrictions relate to encumbrances on the title, and a deed poll fixes a name for documentary purposes in some cases—but the most likely pre-contract action tied directly to the registered title discrepancy is producing the appropriate evidence of name linkage, with a marriage certificate being a common and straightforward example. Outstanding pre-contract search matters are a broader, less specific issue compared to the direct title-name problem.

5. Which of the following best describes the effect of the Unilateral Notice on priority and subsequent registration?

- A. It protects the priority of a claimed interest but does not guarantee its validity; the buyer takes subject to that interest if valid.**
- B. It guarantees the validity of the interest claimed.
- C. It extinguishes any prior interests.
- D. It creates an unregistered interest that takes priority.

Unilateral Notice is a notice lodged on a registered title by someone who claims an interest in the land to protect that claim against later dealings. It puts potential buyers on notice that there is an asserted interest and that, if that interest is valid, the buyer will take the land subject to it. It does not guarantee the validity of the interest; validity must be proven separately. It does not extinguish any existing interests or create a new unregistered interest; it simply preserves the claimant's priority against later registered interests. In short, the presence of a unilateral notice safeguards the priority of a claimed interest while not guaranteeing it, and a buyer will take subject to that interest if it is valid.

6. Which form must the certificate of title be provided in to a mortgagee?

- A. Any form the solicitor chooses
- B. A government standard form
- C. The solicitor's own form
- D. The SRA/UK Finance approved form**

Lenders require a certificate of title in a standard, approved format so the title information is presented consistently and contains all the details a mortgagee needs to assess risk and complete the loan. The form approved by the SRA in conjunction with UK Finance has been specifically designed to include all necessary items—such as proprietor details, property description, encumbrances, easements, covenants, notices, and other title restrictions—in a clear, verifiable way. Using any other form could omit required information or create ambiguity, delaying funding or causing issues for the lender. There isn't a government standard form for this, and a solicitor's own form wouldn't meet the lender's standard or regulatory expectations. So the correct approach is to provide the certificate of title in the SRA/UK Finance approved form.

7. Identify a preliminary step you would take when your firm first receives instructions to act in the sale of 25 Kynaston Road with regard to anti-money laundering?

- A. Open a file for the sale**
- B. Obtain evidence of the client's identity**
- C. Send the TA6 and TA10 forms to the client**
- D. Write to the buyer's lawyers**

The key idea is that anti-money laundering relies on identifying and verifying who you are dealing with before you proceed with the transaction. When you first receive instructions to act in a sale, you must perform customer due diligence by establishing the client's identity and, where relevant, gathering information to understand the purpose of the business and the likely source of funds. The initial step in this process is obtaining evidence of identity—for example, obtaining identity documents and a proof of address. This verification is essential to confirm the client is who they say they are and to enable you to assess risk and comply with reporting requirements as the matter progresses. Opening a file, or sending property information forms to the client, or writing to the buyer's lawyers are normal conveyancing tasks that occur after identity verification and other initial checks. They are not the first AML action, which is why the step about obtaining identity evidence is the best answer.

8. Which description best defines a 'legal charge' in the context of a mortgage?

- A. A transfer of ownership to the lender**
- B. A security interest created by registration**
- C. A lease from the owner to the lender**
- D. A contractual promise to pay rent**

A legal charge is a security interest created by registration. In a mortgage, the borrower's land is charged to the lender, and this charge is registered on the title at the land registry. That registration gives the lender a legal interest in the property and the ability to enforce the security, typically by selling the property if the borrower defaults. This differs from transferring ownership to the lender, which would change ownership, from a lease, which creates a tenancy, or from merely promising to pay rent, which is not a security over the property.

9. Registration and OS priority: What is a possible consequence if you fail to apply for registration within the priority period?

- A. The transfer completes in equity automatically
- B. Third party interests may gain priority over the buyers and lender**
- C. The loan is cancelled automatically
- D. The property is registered by OS priority automatically

The thing being tested is how registration priority works in land transactions. There's a window, the priority period, during which the buyer's (and any lender's) application to register their interest is given priority over other potential interests. If you fail to apply for registration within that period, a third party can lodge their own interest and it will take precedence when the title is eventually registered. In practice, that means someone else could secure a valid right to the land ahead of the buyer and lender, potentially defeating or delaying their registered interests. The OS priority concept is about how these competing interests are ordered on the register, so missing the priority period undermines the intended protection for the buyer and lender. The other outcomes—automatic completion of the transfer in equity, automatic cancellation of the loan, or automatic registration by OS priority—do not occur simply because the priority period wasn't met.

10. Which document is used to evidence the discharge of the existing mortgage for registration at the Land Registry?

- A. Form DS1**
- B. Form AP1
- C. Form TR1
- D. LTR SDLT5

When a mortgage is repaid, the charge against the title must be removed so the Land Registry reflects that there is no longer a mortgage registered against the property. The document used to evidence that discharge is Form DS1, the discharge of charge form. The lender signs DS1 to certify the mortgage has been paid off, and this form is lodged with the Land Registry to remove the charge from the title. Forms used for other tasks don't fit this purpose. AP1 is for applying to register a new title or a change to a registered title, TR1 is the transfer deed used when the property changes hands, and the SDLT5 relates to Stamp Duty Land Tax matters, not to discharging a mortgage.

Next Steps

Congratulations on reaching the final section of this guide. You've taken a meaningful step toward passing your certification exam and advancing your career.

As you continue preparing, remember that consistent practice, review, and self-reflection are key to success. Make time to revisit difficult topics, simulate exam conditions, and track your progress along the way.

If you need help, have suggestions, or want to share feedback, we'd love to hear from you. Reach out to our team at hello@examzify.com.

Or visit your dedicated course page for more study tools and resources:

<https://cilexconveyancinglevel3.examzify.com>

We wish you the very best on your exam journey. You've got this!