

CILEx Conveyancing Level 6 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	8
Explanations	10
Next Steps	15

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. If a breach concerns non-essential terms and the buyer proceeds to completion, which remedy is typically available?**
 - A. Rescission**
 - B. Specific performance**
 - C. Damages**
 - D. No remedy**

- 2. Before exchange, which action helps resolve defects in title?**
 - A. Prepare draft contract pack**
 - B. Waivers of breaches of covenants**
 - C. Obtain planning permission**
 - D. Arrange mortgage**

- 3. On the Front Page of the Contract, which disclosures are required?**
 - A. All rights regardless of visibility**
 - B. Only rights in public registers**
 - C. No disclosures are required**
 - D. Adverse rights in the encumbrance section and mortgage**

- 4. Which statement reflects a typical general condition of a mortgage?**
 - A. The property may be let without consent**
 - B. Letting the property requires the borrower's consent**
 - C. The property cannot be let without lender's consent**
 - D. The property must be let within two years**

- 5. Which element describes the Parcels Clause in a lease?**
 - A. Rent and service charge**
 - B. Term**
 - C. Exceptions and reservations**
 - D. Physical description of property and rights**

- 6. Under Wheeldon v Burrows, which rights are automatically granted by law to the buyer of land retained by the seller?**
- A. Express covenants created during sale**
 - B. Rights to light**
 - C. The property must be bound by implied easements**
 - D. Implied easements**
- 7. Under Title Absolute, a warning on the register for lost deeds has what effect?**
- A. Excludes interests that arise before date of registration**
 - B. Excludes all future interests**
 - C. Guarantees the owner's exclusive rights**
 - D. Removes prior encumbrances**
- 8. Which entity provides the title guarantee in registered conveyancing?**
- A. The Bank**
 - B. The Seller**
 - C. HM Land Registry**
 - D. The Buyer**
- 9. After exchange searches, which party handles the transfer of the title to the transferee?**
- A. Lender**
 - B. Registry**
 - C. Buyers Solicitor**
 - D. Seller's Solicitor**
- 10. Who is able to enforce the contract on behalf of the seller when the seller becomes bankrupt?**
- A. The buyer**
 - B. The trustee in bankruptcy**
 - C. The seller's agent**
 - D. The court**

Answers

SAMPLE

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

SAMPLE

Explanations

SAMPLE

1. If a breach concerns non-essential terms and the buyer proceeds to completion, which remedy is typically available?

- A. Rescission**
- B. Specific performance**
- C. Damages**
- D. No remedy**

The main idea is that when a breach concerns a non-essential term (a warranty rather than a fundamental condition) and the buyer still goes through with completion, the usual remedy is damages. By completing, the buyer has affirmed the contract, so rescission—unwinding the deal—is generally not available for breaches of non-essential terms. The breach has not struck at the contract's root, so there's no grounds to undo what has already happened. Damages are designed to compensate for the loss caused by the breach and the buyer's financial position after completion. This can cover the difference in value caused by the breach, costs to cure any defects, or other consequential losses directly resulting from the breach. Specific performance is not typical here because the property has already been conveyed and there's nothing left to compel; and rescission is not appropriate for a non-essential term once completion has occurred. So damages is the appropriate remedy.

2. Before exchange, which action helps resolve defects in title?

- A. Prepare draft contract pack**
- B. Waivers of breaches of covenants**
- C. Obtain planning permission**
- D. Arrange mortgage**

Resolving defects in title before exchange often means removing any burdens or restrictions that could cloud marketability. A waiver of breaches of covenants does this directly by obtaining a formal agreement from the covenantee that they will not enforce a breach or will permit the continued use despite it. This releases the title from a potential obstacle, giving the buyer a clearer path to a clean transfer and a secured mortgage. Drafting a draft contract pack is part of the exchange preparation, but it doesn't cure title defects. Planning permission deals with planning compliance and may remove planning-based restrictions, but it doesn't address breaches of covenants that affect the title. Arranging a mortgage is about financing and, while lenders require a clear title, it doesn't fix encumbrances or breaches attached to the property.

3. On the Front Page of the Contract, which disclosures are required?

- A. All rights regardless of visibility**
- B. Only rights in public registers**
- C. No disclosures are required**

D. Adverse rights in the encumbrance section and mortgage

The important idea here is that the Front Page is meant to alert the buyer to burdens that actually affect the property. On this page, disclosures focus on adverse rights that encumber the land and any security interest attached to it. Specifically, you must flag adverse rights in two places: the encumbrance section, which covers third-party interests like easements, covenants, rights of way, and other restrictions, and the mortgage section, which reveals any existing charge or loan secured on the property that will need to be dealt with at completion. This combination ensures the buyer can assess what legal burdens will continue after exchange and what steps may be needed to discharge or manage them. Choosing all rights regardless of visibility would be impractical and potentially misleading, as not every right is relevant or known. Limiting disclosures to rights in public registers would miss unregistered or private rights that can still affect use of the property. Saying no disclosures are required is incorrect, since known burdens must be disclosed.

4. Which statement reflects a typical general condition of a mortgage?

- A. The property may be let without consent**
- B. Letting the property requires the borrower's consent**
- C. The property cannot be let without lender's consent**
- D. The property must be let within two years**

The main idea is that mortgage deals often include a general condition restricting letting the property: the borrower must obtain the lender's consent before renting it out. This protects the lender because letting can change who occupies the property and affect rental income, insurance, and the lender's security. So the correct statement reflects that you cannot let the property without the lender's consent. If you try to let without consent, you'd be breaching the mortgage terms, which can lead to remedies for the lender, such as demanding repayment or taking possession. Why the other options don't fit: letting without consent is not allowed under typical general conditions, so saying it may be let without consent is incorrect. Saying the letting requires the borrower's consent reverses who holds the control—the lender's consent is what's usually required. A fixed two-year deadline for letting isn't a standard general condition.

5. Which element describes the Parcels Clause in a lease?

- A. Rent and service charge
- B. Term
- C. Exceptions and reservations
- D. Physical description of property and rights**

The Parcels Clause sets out the extent of the demise by describing what is being let—the physical description of the property and the rights that come with it. It precisely defines the boundaries, areas, and any rights that are conveyed with the lease (and, by contrast, what is excluded). This clarity helps avoid disputes later about what is included in the tenancy. The other options relate to financial terms (rent and service charge), the length of the lease (term), or what the landlord reserves or excludes, which are separate concepts. So describing the physical property and the rights included best fits what the Parcels Clause covers.

6. Under Wheeldon v Burrows, which rights are automatically granted by law to the buyer of land retained by the seller?

- A. Express covenants created during sale
- B. Rights to light
- C. The property must be bound by implied easements
- D. Implied easements**

The concept being tested is that, under Wheeldon v Burrows, when a seller retains some land and conveys part of the same land, rights that are needed for the reasonable enjoyment of the land sold are automatically transferred as easements by law. These are implied easements, not something you grant in express terms. The crucial test is that the use was continuous, apparent, and used for the benefit of the land sold at the time of the conveyance, and it must be reasonably necessary for that land's enjoyment. So, the buyer benefits from implied easements across the seller's retained land, even without an explicit grant, as long as those conditions are met. This goes beyond a specific "right to light" and covers the general category of rights that are necessary for the use of the land sold (for example, access, drainage, or other services that were used by both parts of the land).

7. Under Title Absolute, a warning on the register for lost deeds has what effect?

- A. Excludes interests that arise before date of registration**
- B. Excludes all future interests
- C. Guarantees the owner's exclusive rights
- D. Removes prior encumbrances

A warning for lost deeds acts as a safeguard on the register. It signals that a deed affecting the title may exist but cannot be relied upon unless the deed is produced or a claim can be proven by other means. Because of that caution, any interest that would have arisen from a lost deed and which existed before the date of registration is treated as excluded from binding the title as it stands on registration. In other words, the warning protects the current owner by limiting the effect of older, pre-registration interests that might be evidenced by a lost deed. It does not guarantee exclusive rights, remove encumbrances, or apply to all future interests.

8. Which entity provides the title guarantee in registered conveyancing?

- A. The Bank
- B. The Seller
- C. HM Land Registry**
- D. The Buyer

In registered conveyancing, the protection of title comes from the state-backed system maintained by HM Land Registry. When land is registered, the title is kept in a register that provides indefeasible title to the owner, backed by the Land Registry's guarantee that the entries in the register are correct and reflect the owner's rights, subject to any noted interests. So, the entity that provides the title guarantee is HM Land Registry. The bank's role is to provide financing and secure it, and the seller's role is to transfer title and warrant their authority to do so, but neither guarantees the title in the registered system. The buyer benefits from the guarantee, but does not provide it.

9. After exchange searches, which party handles the transfer of the title to the transferee?

- A. Lender
- B. Registry
- C. Buyers Solicitor**
- D. Seller's Solicitor

The buyer's solicitor handles the transfer of legal title to the transferee. After exchange and searches, they guide completion, ensure the transfer deed is executed and funds are released, and then arrange for the Land Registry to record the purchaser as the new owner. The lender provides financing, and the registry is the system that records ownership, not a party. The seller's solicitor may draft the transfer document, but it is the buyer's solicitor who leads the transfer to the buyer and coordinates registration.

10. Who is able to enforce the contract on behalf of the seller when the seller becomes bankrupt?

- A. The buyer
- B. The trustee in bankruptcy**
- C. The seller's agent
- D. The court

When the seller becomes bankrupt, the contract for the sale of land becomes part of the bankrupt estate and vests in the trustee in bankruptcy. The trustee acts as the representative of that estate and has the authority to enforce the contract and complete the sale to the buyer, if appropriate, in order to realise assets for creditors. This means the trustee is the person who can lawfully carry out or enforce the contract on behalf of the seller's estate. The buyer cannot enforce the contract in the seller's name after bankruptcy; the seller's agent loses authority once bankruptcy begins; and the court would only intervene if a dispute is litigated, not as a standing enforcer for the seller.

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://cilexconveyancinglevel6.examzify.com>

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

SAMPLE