

Transfer of Property

A standard guide to our fees and requirements



e&m

SELLER'S GUIDE

INTRODUCTION

PAGE
02

SELLER'S PACK

PAGE
06

REQUEST FORM

PAGE
08

RETIREMENT PROPERTIES

PAGE
10

APPENDIX

PAGE
15

Due to the current circumstances we are not able to process payments sent by cheque so please use BACS, if at all possible.

Version dated 29 January 2026

Please note that we reserve the right to amend requirements and fees charged without notice. This document is accurate as at the date it is sent to you, or the date you download it from our website. If our standard fee levels or guidance procedures are reviewed and amended during the course of a transaction, we will try to advise the parties involved as soon as practicable.

Introduction

Estates & Management Limited (“e&m”) act for a wide range of landlords and management companies who own or have responsibility for leasehold and freehold developments throughout England & Wales, including blocks of leasehold flats or maisonettes, managed estates of freehold and leasehold houses and also a number of developments reserved for occupation by those of retirement age or above (“retirement properties”). Please see pages 7-12 for our guidance for prospective retirement property purchasers.

An important note for prospective sellers

We know that selling or buying your home can be a stressful process and property transactions can be complex and confusing involving a number of procedures which the majority of people are not familiar with. We aim to process all transactions as quickly as possible; however, phone calls and emails from all parties, to include property owners, adversely affect our turnaround times and contribute to unnecessary delays in completing the transaction at our end.

In order to assist us in processing your transaction as quickly as possible, we would ask that all communication with our Property Transfer Team is left in the hands of solicitors instructed in the matter. Our team will be unable to divulge any information to the property owners, who instructed a solicitor to act on their behalf.

Please note that full payment of our fees in advance is required in all cases before we will supply the requested information or documents. Our standard turnaround time, following receipt of full payment and relevant paper work from your solicitors, is 10-15 working days. Please be advised that during busy periods or in the case of complex transactions our turnaround period might increase.

What we don't do

e&m does not deal with the day to day maintenance of property. Where your property is part of an estate or block where communal services (for example gardening, cleaning, maintenance or utility supplies) are the responsibility of the landlord or a management company we act for, this will be carried out by a third party property manager, and the cost of these services is accounted for by the property manager and collected from residents as “service charge” or “variable rent charge”. In other cases there may be a third party management company responsible for providing services which our clients have no connection with.

You will need to contact the property manager instructed, or the third party management company to find out about service charge or variable rent charge information, estimated annual costs, and whether service charge or variable rent charge has been paid up to date by the existing owner. **The existing owner selling the property will be able to confirm who they pay service charge or variable rent charge to.**

Pre-sale enquires e&m are unable to deal with

Please note that we are not able to provide responses to any additional enquiries which are not covered by the information provided in our Seller's Pack. If you have any additional enquiries, you will need to rely upon your own review of the property deeds or searches and enquiries, or you may wish to make your own enquiries with the Management Company/RTM Company or their agents (as applicable). Please refer to the summary below regarding some common additional enquires e&m do not deal with:

Type of query:		Refer to:
Service charge budgets, statements and service charge queries, s.20 notices, major works/detailed expenditure, remediation plans/undertaken works		
Share/membership certificates, stock transfer forms, minutes of meetings		
EWS1 forms, fire safety and cladding queries, FENSA or boiler certificates, asbestos surveys, utility service providers, water meters, keys/fobs and communal entry codes, CCTV, subsidence, sewers, flooding, underpinning		The property manager (e.g., the Management Company/RTM Company or their agents), if applicable
Estate regulations, parking allocation/permits/regulations, Japanese knotweed, pest control, maintenance and redecoration of common parts		
Adoption of highways/roads, planning (documents and compliance), s. 106 agreements, enforcement notices		The local authority
Original plans for the development, confirmations that building complies with planning, building completion certificates, NHBC warranties		The developer
Rent calculation, details or interpretation of clauses of the property deeds or other documents		The relevant document. You should rely upon your own legal advice.

In cases where a Right to Manage (RTM) was exercised, the Notice of Transfer and/or Mortgage must be served on the RTM company. The RTM company's responsibilities also include dealing with and issuing the Certificate of Compliance, Deed of Covenant and Licence to Assign. **All balances in respect of the ground rent, insurance and maintenance charges (if payable) must be settled before the notice(s) are served and e&m must be provided with a copy of the said notice(s) along with a certified copy of the Land Registry Transfer Deed (TR1).**

We will furnish you with contact details for the RTM company, if applicable. Please forward these onto the buyer's solicitors so that they can liaise with the RTM company directly.

In cases, where a transfer fee is payable upon sale of a retirement property, the RTM company should collect it on e&m's behalf and forward payment to e&m. Please do contact us directly if you have any further queries in relation to this.

Property manager contact details

The seller will be able to view contact details for the appointed property manager by logging into your homeowner account and selecting 'Property Management Information'. If the landlord is not responsible for property maintenance services, please refer to the lease for further information and the Companies House website for up-to-date information regarding any property management company in the lease. Please forward these details onto the buyer's solicitors so that they can liaise with the property manager directly.

Confirmation of ground rent

Should you require a confirmation of ground rent, please complete this form and send to us along with a payment for **£94.00**. Alternatively, existing homeowners can apply for an Online Rent Confirmation via their Homeowner Online Services account at a reduced cost.

Leaseholder Deed of Certificate

You may be aware that a Leaseholder Deed of Certificate (LDoC) is only required for buildings which are at least 11 metres in height or which have at least 5 storeys in accordance with the Building Safety Act 2022 (Act). Sellers/Buyers must rely on their own enquiries/measurements in this regard as we are not in a position to confirm this, and accordingly we will give no warranty as to the height or number of storeys in respect of the building within which your dwelling is located.

A LDoC confirms, amongst other things, whether, on 14 February 2022 the dwelling was the leaseholder's only or principal home, and whether on that date the leaseholder owned any other dwellings in the United Kingdom. A landlord requires this information in order to establish whether the lease is a Qualifying Lease (as defined in the Act), being a lease that benefits from enhanced leaseholder protections (including service charge caps) under the Act. There is a prescribed form available at <https://www.gov.uk/guidance/leaseholder-protections-deed-of-certificate-frequently-asked-questions>.

The information provided in the LDoC will help the building owner to ensure that no Qualify leaseholder under a Qualifying Lease pays more than the law now requires in relation to building safety related costs. Please refer to Government website for further details: <https://www.gov.uk/guidance/leaseholder-protections-deed-of-certificate-frequently-asked-questions>.

Please rely on your enquiries with the seller to obtain a copy of the LDoC where the building is at least 11 metres in height or has at least 5 storeys. If the seller has not yet provided the landlord's appointed property manager with a LDoC, you may wish to arrange with the seller to provide one to the landlord as soon as possible.

Landlord's Certificate

Please note that a Landlord's Certificate (LC) is only required for buildings which are at least 11 metres in height or which have at least 5 storeys in accordance with the Act. Sellers/Buyers must rely on their own enquiries/measurements in this regard.

Please rely on your enquiries with the seller to obtain a copy of the LC where the building is at least 11 metres in height or has at least 5 storeys.

Our clients are receiving a large number of requests for Landlord's Certificates. Please note that this may require input from third parties who need to provide key information such as detail about any relevant defects.

If the seller has not yet received a LC we would ask that you contact the property manager directly to request that they provide relevant information to our client as soon as possible in order for a completed LC to be issued.

Please be aware that a significant number of developers have signed a contract with the Government committing the developer to remediate, if necessary, buildings which they developed. Please refer

to the Government website for further details: <https://www.gov.uk/government/publications/developer-remediation-contract> .

The changes brought about by the Act and the associated regulations may provide some leaseholders with protections against costs arising from certain building safety related costs, in some circumstances. The protections apply in buildings that are at least 11 meters in height or have at least 5 storeys. However, some leaseholders will still have to pay (up to a capped amount) and others will still have to pay in line with their usual service charge apportionments as determined by their lease.

e&m Seller's Pack – What we will provide

We know that everyone involved in a sale or purchase of a property is keen to move quickly whenever they can, and we usually get requests for various information as the first step in any transaction. We have prepared our Seller's Pack in response to feedback received from customers and conveyancing solicitors and to assist all parties to any transaction by answering these basic requests in one document, thereby saving time.

Seller's Pack Content	Notes
Pre-Sale information	Our standard response to Landlord enquiries
Ground rent confirmation	A confirmation of account showing current ground rent balance
Intention or Consent to assign*	Our consent where the lease stipulates prior consent is required from the Landlord.
Age Consent (if applicable)	<p>Our age consent where the lease states that the occupier must fulfil an age criteria.</p> <p>As you are acting for the sellers, due diligence necessitates that any age restrictions stipulated in the lease will be adhered to and you are required to provide evidence, so we can issue the appropriate consents.</p>
Statement of Transfer fees (if applicable)	We will provide a statement of charges due on a completion.

*Please note that we do not require the leaseholder to enter into a formal Licence to Assign provided that a written Consent to Assign has been already issued by e&m. Should you require a formal Licence to Assign, please contact us by email at proptran@e-m.uk.com for details of requirements and fees.

e&m Seller's Pack – What will it cost?

The fees we charge are reviewed regularly. Because of this, they may change from time to time. Our current fee for providing our Seller's Pack containing the information outlined above is **£229.00**.

Our fees are inclusive of VAT (if applicable) unless otherwise stated.

e&m Seller's Pack

To request our Seller's Pack please complete and return this form with the supporting documents.

SECTION 1 – PROPERTY DETAILS

e&m Reference (If known)

Property Address

Is this a Retirement home? (Y/N)

☐

SECTION 2 – SELLER/TRANSFEROR & BUYER/TRANSFeree DETAILS

Seller's/Transferor's Details
Full Name(s)
Address
Email
If the property is being sold via a third party Name
In what capacity (e.g. executor/attorney/mortgagee):

Seller's/Transferor's Solicitor
Name
Address /DX
Email
Telephone
Reference

Buyer's/Transferee's Details
Full Name(s)
Address
Email

Buyer's/Transferee's Solicitor
Name
Address /DX
Email
Telephone
Reference

SECTION 3 – SUPPORTING DOCUMENTS AND FEE

Please tick to confirm you have enclosed the following with this completed form:

- ☐ A copy of the current title for the property.
- ☐ A copy of the TR1 or AS1 (If transaction completed).
- ☐ Grant of Probate or Power of Attorney **OR** ☐ Not yet available. We confirm that we will provide this to you upon completion
- ☐ Seller's Pack fee of **£229.00**.

Please email your application to us at proptran@e-m.uk.com and please **DO NOT** send copies by post. We require payment of our fees prior to processing this request. Due to current circumstances we are unable to process any cheque payments. You may choose from the following payment options:

- ☐ BACS (solicitors only): We will provide you with our bank details on receipt of the completed Guide. Please do not telephone us to make a request for our bank details, our customer service team will not be able to action this and will ask you to email proptran@e-m.uk.com.
- ☐ Online account with E&M (homeowners only) - Please contact us at proptran@e-m.uk.com so that we can apply a charge to your account and notify you to proceed with the payment online. You will be provided with instructions on how to register/login to your online account at www.e-m.uk.com where you can make a secure payment. Please do not telephone us to make this request, our customer service team will not be able to action this and will ask you to email proptran@e-m.uk.com.

****IF THE PROPERTY IS A NON-RETIREMENT PROPERTY PLEASE SKIP TO SECTION 7****

SECTION 4 – RETIREMENT PROPERTIES

☐ Proof of seller's original purchase price enclosed (i.e. Land registry title or original TR1).

SECTION 5 – CONFIRMATION OF EXCHANGE

To be completed when the lease stipulates that a Transfer and/or Contingency fee is payable, upon exchange of contracts. This information will allow us to issue you with a statement of charges for payment.

We anticipate this matter to complete on (If applicable)

Current seller purchased the property on

Current seller's purchase price was

Sale price being received is

SECTION 6 - AGE VERIFICATION

Where the property is subject to age restrictions, due diligence requires that you must provide verification of the proposed occupiers age.

	First Occupier	Second Occupier
Name		
Previous name if married		
Age		
Sex		

Certified copy enclosed:

☐ Passport ☐ Birth Certificate

If these documents cannot be verified, we will accept a certified driver's licence or doctors' letter

Please tick to confirm:

☐ The information given above is true, complete and has been extracted directly from the relevant document.

☐ The occupier meets the age restriction requirement outlined in the lease.

SECTION 7

Signed

For and on behalf of

Date

Solicitors

PLEASE COMPLETE IN CLEAR BLOCK CAPITALS

Guidance for prospective retirement property purchasers

The following information is important. Please read it carefully and discuss any points you do not understand with your solicitor, conveyancer or legal adviser.

If you are thinking of buying a retirement property, there are a number of key points you should consider.

1. You should arrange a survey prior to purchase.
2. In addition to the cost of purchasing a property, you need to pay annual charges associated with living in a retirement property:
 - (a) ground rent, which will go to the Landlord;
 - (b) service charge, which will go to the residents' service charge account; and
 - (c) other personal expenses and outgoings (council tax, gas, electricity etc).
3. In addition, there is a requirement for you to pay:
 - (a) on the sale (sometimes referred to as the assignment) of the property:
 - (i) a transfer fee of the percentage stated in the lease, of the price you paid for the property when buying or the price you receive on sale (whichever is lower). The transfer fee will go to the Landlord; and
 - (ii) a contingency fee of the percentage stated in the lease, of the higher of the price received on sale or the open market value (a value we will determine based on recent sale prices for similar properties. You may challenge the open market value we arrive at if you wish – please ask your adviser about how to challenge). The contingency fee will go to the residents' service charge account.
 - (b) on the sub-let (sometimes referred to as the under-let) by way of assured shorthold tenancy of the property:
 - (i) a transfer fee of **£145.04**.
 - (A) if the sub-let (sometimes referred to as the under-let) continues beyond the fixed term of the tenancy a further transfer fee of £145.04 will be payable. The further transfer fee will become payable as soon as the fixed term period expires;
 - (B) if the sub-let (sometimes referred to as the under-let) is for a fixed term period of more than one year, a further transfer fee of £145.04 will be payable. The further transfer fee will become payable at the start of each subsequent year of the sub-let. The transfer fee will go to the Landlord; and
 - (ii) a contingency fee of the percentage stated in the lease of the open market value of the property (a value we will determine based on recent sale prices for similar properties. You may challenge the open market value arrived at if you wish – please ask your adviser about how to challenge) or, if applicable under the lease terms, a contingency fee

equal to the rent payable under the sub-lease for a one-month period (or the open market rent that would be paid for a one-month period, whichever is greater), provided this does not exceed the percentage stated in the lease of the open market value of the property.

Where permitted by the terms of the head-lease (between the owner of the property and the owner of the freehold of the property), the contingency fee will be payable once for each sub-let that is entered into regardless of the fixed term period of the sub-let or whether the sub-let rolls over beyond its fixed term period.

The contingency fee will go to the residents' service charge account.

The existing owner – the person from whom you are purchasing the property – should pay the contingency fee and transfer fee in respect of their sale (sometimes referred to as the assignment) to you of the property. But you will be responsible if the existing owner fails to pay within seven days of the sale to you.

PASS THIS NOTE TO YOUR SOLICITOR, CONVEYANCER OR LEGAL ADVISER (we will send a copy direct to your solicitor, conveyancer or legal adviser as well, if we are informed of his or her name and address by you) so that they can advise you on your exact legal obligations in relation to all charges and fees, and so they can make sure that the person you are buying the property from pays the contingency and transfer fees due on sale or sub-let.

4. You are required to meet a minimum age requirement to live in each retirement development. Details are available from our Property Transfer Department.
5. You should be able to maintain an independent lifestyle. Development Managers at the development provide emergency assistance only and you should be aware that the Development Manager does not provide nursing care, administer medicines, cook, clean or fetch shopping for residents.

Generic worked examples setting out the financial implications of purchasing a retirement property are set out overleaf. Please discuss any points you do not understand with your solicitor, conveyancer or legal adviser.

The financial implications of buying a retirement property

Set out below are three generic worked examples of the financial implications of buying a retirement property.

NOTE: These generic examples are for guidance only. Please discuss your individual circumstances and financial commitments with your solicitor, conveyancer or legal adviser.

Example 1: Typical Annual Costs

This first example deals with some of the potential annual costs of buying a retirement property. It excludes:

- the cost of any mortgage you may have; and
- the personal monthly bills for which you would be liable (for instance council tax, gas, electricity – see page 13 of the Purchaser Information Guide for further examples).

It is calculated for a property with an assumed purchase price of £120,000. You will see a range of values is suggested below. The newness of the flat, its size, and the number of bedrooms will all affect how much service charge and ground rent is payable. For instance, the level of ground rent and service charge is higher for a two-bed property than for a one-bed property.

<u>Fee</u>	<u>Calculation method</u>	<u>Cost</u>
Service Charge	£1,500 – £2,300 per annum, paid in two equal six-monthly instalments of £750-£1,150	£1,500 - £2,300
Ground Rent	Approximately £500 per annum, paid in two equal six-monthly instalments of £250. Increases on approximately each 21 st anniversary of the grant of the lease, in line with inflation.	£500
	Total	£2,000 - £2,800

Example 2: Sale (otherwise known as assignment) of your property

This second example deals with some of the one-off costs if you were to sell (otherwise known as assign) your property. It excludes:

- any outstanding ground rent or service charges;
- any mortgage costs including the costs of paying off (sometimes referred to as redeeming) your mortgage;
- the costs of any solicitor, conveyancer or legal adviser you appoint to deal with the sale / assignment;
- any estate agent's fees;
- any tax you may have to pay; and
- any costs of moving.

If you purchased the property for £120,000, and sold (otherwise known as assigned) the property for £140,000, then some of the costs you would incur on the sale (otherwise known as assignment) of your property would be:

<u>Fee</u>	<u>Calculation method</u>	<u>Cost</u>
Transfer Fee	1% of the lower of the purchase price or sale (otherwise known as assignment) price, so 1% of £120,000	£1,200
Contingency Fee	1% of the higher of the sale (otherwise known as assignment) price or open market value, so 1% of £140,000	£1,400
Total		£2,600

Example 3: Sub-let (otherwise known as under-let) of your property

The third example deals with some of the one-off costs if you were to sub-let (otherwise known as under-let) your property by way of assured shorthold tenancy for six months. It excludes:

- the costs of any solicitor, conveyancer or legal adviser you appoint to deal with the sub-let (otherwise known as under-let); and
- any letting or managing agent's fees.

If you purchased the property for £120,000, and sub-let (otherwise known as under-let) the property by way of assured shorthold tenancy when it was worth approximately £140,000, at a rent of £600 a calendar month (the newness of the flat, its size, and the number of bedrooms will all affect how much rent can be achieved on a sub-let (otherwise known as under-let) of the property), some of the costs you would incur would be:

<u>Fee</u>	<u>Calculation method</u>	<u>Cost</u>
Transfer Fee	Flat fee of £145.04	£145.04
Contingency Fee	1% of the open market value, so 1% of £140,000 or a sum equal to the rent payable under the sub-let for a one-month period (or the open market rent that would be paid for a one-month period, if greater), provided this does not exceed 1% of the open market value of the property (here £1,400)	£1,400 or £600
	Total	£1545.04 or £745.04

APPENDIX A

Additional guidance for retirement properties

Age consent	<p>Please note that the consent relates to the proposed occupier and where the buyer will not be the resident, evidence of the occupier's age is required.</p> <p>Your solicitor should check the lease for confirmation of age restrictions and complete and return section 6 of the request form together with the supporting documents.</p> <p>Consent to the transfer cannot be issued without receipt of the above.</p>
Transfer fee *	<p>In most leases there is a requirement to pay on every sale (sometimes referred to as the assignment) of the property, and on every sub-let (sometimes referred to as the under-let) of the property a transfer fee. Our clients have agreed with the Office of Fair Trading (whose responsibilities have now been taken over by various organisations including the Competition and Markets Authority) that we will not charge, in full, the transfer fee described in the lease, but rather will charge (in order to provide simplicity and clarity to all our tenants) the following lesser amounts:</p> <ul style="list-style-type: none">▪ On every sale a transfer fee of a percentage of the lower of the price your clients paid when buying the property or the price to be received on sale/assignment; <p>The existing owner should pay the transfer fee to the landlord in respect of the sale or sub-let. However, if they fail to pay within seven days of the lease being sold or the property being sub-let the fee will be payable by the new owner or sub-tenant.</p>
Contingency fund/contingency fee *	<p>As per terms of the lease.</p>

**Please note that the undertakings in relation to the transfer and contingency fees given by our clients to the Office of Fair Trading (whose responsibilities have now been taken over by various organisations including the Competition and Markets Authority) are only applicable to consumers. In all cases where a company or an individual operating as a business is subletting or selling their property, they must pay full fees as prescribed under the terms of the lease.*