



## **Purchasing a Property through J. & H. Mitchell W.S.**

*This is one of a series of Fact Sheets provided by J. & H. Mitchell, W.S.*

1. Once you have found a property you are interested in, you should ask us to note your interest with the selling agent. Noting your interest confirms that you would like to make an offer in due course but this does not commit you to anything in the meantime. It should mean that the selling agent will keep us informed on your behalf, particularly if they decide to fix a Closing Date (see 4. below) for the property.
2. Before instructing us to submit an offer, you should be sure that funds will be available to complete the purchase. You will have discussed your proposals with a Bank or Building Society and have been give a decision in principle to lend a sufficient sum.
3. You should also be satisfied with the condition of the property. In most circumstances, a Single Survey Home Report will be available on request from the selling agent. This will provide a surveyors report, mortgage valuation, an Energy Performance Certificate and a Homeowners Property Questionnaire with some information on some of the more practical aspects of owning the property. In some cases a Home Report may indicate problems that will require further investigation e.g. by a timber specialist, roofing contractor or electrician and you may wish to arrange for the relevant people to carry this out. If no Home Report

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is available, because you are making private arrangements to purchase a property not on the open market, you should have the property surveyed before submitting the offer, although in some cases a seller may consider an offer which is conditional on your receiving a satisfactory survey report and finance within a certain timescale. Usually there is a choice of two main surveys. A Scheme 1 Survey is a more basic 'bricks and mortar valuation', whilst a Scheme 2 Survey is a more thorough examination which will include an inspection of sub-floor and roof void (subject to access).

4. The contract for a purchase is made up of an exchange of letters between the parties' solicitors, called "Missives". The first of these letters is your offer to purchase, submitted by us on your behalf. The offer is long and detailed, containing all the warranties and conditions intended to protect your interests as purchaser. If your note of interest was the only one registered with the selling agent, it may be possible to enter into direct negotiations with the seller but, if there is more than one, the selling agent is likely to set a Closing Date where your best offer has to be submitted with the selling agent at a specific date and time. The seller will look at all the offers submitted at the Closing Date and will usually choose the highest offer (although not obliged to).
  
5. If your offer is acceptable, the seller's solicitor will issue a formal qualified acceptance to us, accepting your offer in principle but not necessarily accepting all of the offer conditions, by qualifying these to suit the seller's own position. The title deeds are usually sent to us at this stage so that we can check through them and give you (and your lenders) a Report on Title. We can then proceed with the conveyancing formalities including the preparation of the new title deed to transfer title of the property into your name.

6. Once all matters are agreed in writing, there will be a binding contract on both the seller and you, from which neither may withdraw without the consent of the other. The seller and you do not sign the letters which make up the contract; these are signed by the solicitors acting as agents for their clients. The contract will confirm not only the price but also the "Date of Entry" (which is also known as the settlement date or completion date), being the date on which the price is paid by us on your behalf to the seller's solicitors in exchange for our receiving the signed title deed in your favour and your receiving the keys.
7. If you are taking out a mortgage, we will often also act for the Bank or Building Society too. We will receive a copy of the offer of loan, prepare the mortgage documentation ("the Standard Security") for you to sign and obtain the mortgage funds from the lender.
8. We will require cleared funds from you, prior to the date of entry, in respect of the balance of the price not being met from the mortgage, plus any Land and Buildings Transaction Tax payable to Revenue Scotland and the Land Register fees to register the new title deed and the Standard Security.
9. On the date of entry, the purchase price will be paid by us to the seller's solicitor. In exchange, the keys will be made available to you and the title deeds, including the new title deed in your favour, will be sent to us. We will then arrange to pay any Land and Buildings Transaction Tax and Additional Dwelling Supplement and have the title deed and any Standard Security registered with the Land Register of Scotland.
10. We will account to you for the transaction with a Cash Account and a note of our own fees for payment.

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11. Once the registered deeds have been returned from the Land Register, we will send the title deeds to the lender if there is a mortgage or will retain them for no charge in our strongroom for you if there is no mortgage.

*Although carefully prepared, this Fact Sheet is a guide only*

*and is not intended to be comprehensive.*

*Specific advice should be requested on your own individual situation.*

2021 Edition

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