



CERTIFICATE OF TITLE (SCOTLAND)

PLEASE NOTE: the completed Certificate of Title must be received by Foundation Home Loans at least five (5) working days before the anticipated completion date.

To: **Paratus AMC Limited trading as Foundation Home Loans**, No. 5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA and its successors and assignees (**you and your**)

Name of legal representative (**we, us and our**)

Address

Post code

Contact no.

Ref.

Our bank account details

Bank name

Sort Code

Account no.

Your reference / account number

Mortgage advance

£

Full name(s) of Borrower(s)

Property details

Address

Post code

Title number

Factor management co.

Factor fee per year

£

Purchase price as shown in the disposition in favour of the Borrower(s)

£

Anticipated completion date

Registration type (tick)

First registration

Subsequent registration

Date of conclusion of missives (or if this is a remortgage, date of purchase)

Date your standard security was executed (if applicable)

Buildings insurance provider

Name of insured

Amount of cover

£

Date on risk / last renewal date

Policy number



Please complete only if the mortgage is a residential mortgage

If a non-Borrower entitled spouse or civil partner for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or the Civil Partnership Act 2004 will reside in the Property at settlement, please complete the details below.

Name of occupier

Relationship to the Borrower

Please select and complete one of the following only if the mortgage is a buy to let mortgage

Option 1: We confirm that the property has vacant possession

Option 2: We confirm that the property does not have vacant possession.

[Please complete if Option 2 has been selected]

The property is occupied by the following person(s) pursuant to a *[delete as appropriate]* short assured tenancy / private residential tenancy and has no security of tenure (subject, in the case of a private residential tenancy, to the provisions of the Private Housing (Tenancies) (Scotland) Act 2016).

Full name(s) of tenant(s)

Remaining term of lease

Rent per year

£

We confirm to you and your successors and assignees that:

1. We have investigated title to the Property in accordance with your instructions, including the instructions and guidance applicable to Paratus AMC Limited in the UK Finance Mortgage Lenders' Handbook for Scotland, together with your website instructions to legal representatives and any other requirements we have agreed with you.
2. The buildings insurance cover set out above complies with the requirements of the UK Finance Mortgage Lenders' Handbook for Scotland, the Foundation Home Loans Mortgage Conditions 2021 and the standard and special conditions set out in your offer to the Borrower(s).
3. Save in respect of any matter previously reported to you and agreed by you in writing, the Borrower(s) have acquired or will acquire on settlement a good and marketable title to the Property which will constitute good security to you and may safely be accepted by you for standard security purposes.
4. All conditions set out in the valuation report (if any) and your instructions have been satisfied, or will be satisfied at settlement.
5. All assumptions made by the valuer (as set out in the valuation report, if any) as regards the title and/or extent of the Property are correct.
6. At settlement you will have a first ranking standard security over the Property. No subsequent standard securities are, to our knowledge, to be created over the Property unless agreed in writing by you.
7. If the purpose of the mortgage advance by you to the Borrower(s) is to assist in the purchase of the Property, the price is as stated in your instruction letter and the purchase monies, including the deposit, will pass through our Client Account and will be paid in full to the seller's legal representative.
8. There is nothing else within our knowledge of which you as a prudent lender ought to be aware that we have not told you in writing.
9. All the information in this Certificate is correct and you and your successors and assignees may rely on the accuracy of each and every statement.



10. If settlement does not take place within five (5) working days of us receiving the mortgage advance from you, unless you have agreed in writing, we will return those monies to you in full within five (5) working days by CHAPS transfer and we will advise you that the CHAPS transfer is to be made.
11. We will not release the mortgage advance until we hold the following (as appropriate), validly executed by all relevant parties:
 - (a) your standard security (signed, if appropriate, by the occupier named above as consentor);
 - (b) a declaration made under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or the Civil Partnerships Act 2004, as the case may be; and
 - (c) a valid disposition transferring the title to the Property to the Borrower(s).
12. Promptly following completion we shall submit your standard security for registration in the Land Register.
13. If the Borrower(s) or any of them are a company or limited liability partnership, we shall submit your standard security for registration at Companies House within the timescale required for registration under the Companies Act 2006.
14. We acknowledge that you may at some time transfer or assign your interest in the standard security to a third party, and we confirm that the successors in title to the standard security (whether formally assigned or by any other beneficial entitlement), or persons deriving title under or through the standard security, may also rely upon the accuracy of this Certificate.

Authorised signatory

Print name

Signature

Date