

Certificate of Satisfaction

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| To | Bluestone Mortgages Limited, incorporated in England and Wales with company number 02305213, and having its registered office at 3rd Floor, 22 Chancery Lane, London, WC2A 1LS and any relevant transferee (as defined in the conditions). | |
| Date | | |
| Property | | |
| Mortgage account number | | |
| Freehold title or Superior title (as applicable) | [Title no and other details]. | |
| Leasehold title (or lease) | Date | Term |
| Freeholder or landlord | [Name and Surname], being the owner/registered proprietor of the freehold title (or other superior title , as the case may be). | |
| Leaseholder or tenant | means [Name and Surname] being the owner/registered proprietor of the leasehold title . | |
| Conditions | means the Bluestone Mortgages Limited General Terms and Conditions (England & Wales) 2020 – 3rd Edition and any lawful variation thereto. | |
| Party or parties (as applicable) | means each of the persons being a party to the lease . | |

All words and phrases shown in bold type in this certificate have the meaning given to them in the **conditions** unless otherwise defined in this certificate.

The **parties** hereby undertake, acknowledge and certify that:

- 1 all sums due under the lease (including but not limited to, the rent, service charges and building's insurance premiums) ("the payments") are to be deemed as satisfied, for so long as the freehold title (or any superior title) and leasehold title remain vested in the parties,
- 2 in not applying to merge their respective interest in the leasehold and freehold/superior interest, they are under a duty to treat themselves as **tenant** and **landlord**, at arms' length;
- 3 unless the freehold / superior interest is charged to the **lender**, the **landlord** covenants with the **lender** not to sell (or otherwise **transfer**) the freehold / superior interest without the relevant buyer (or **transferee**) of the relevant interest entering into a new certificate with the **tenant** in these terms;
- 4 in the event of a sale of the leasehold interest and/or the freehold / superior interest (if charged to the **lender**) by a **lender** (either as mortgagee in possession or under its power of sale), it is intended that this certificate shall be taken as evidence of compliance by the **tenant** of its obligations under the **lease** to meet (and have met) its **payment** obligations and as a consequence the **landlord** shall not assert when the **lender** is in possession or exercising its power of sale (whether by appointment of a **receiver** of a rent or otherwise) that all or any part of the **payments** are outstanding. The **landlord** acknowledges that any buyer of the **landlord's**

interest shall be entitled to accept this certificate as a clear ground rent and service charge receipt and will raise no objection; and

- 5 in the event of any proceedings issued or threatened to be issued by the **landlord** for non-payment of the **payments**, the **lender** shall be entitled to produce this certificate to the court (or any other body or office having jurisdiction) as evidence that the **payments** have been made in full and in a timely manner.

The **parties** have signed this deed after seeking appropriate independent legal advice.

Signed as a deed by the **parties** in the presence of the witnesses named below (who must be at least 18 years old and not a spouse, civil partner relative or co-habitee of the **borrower** or the occupier(s) of the **property**) and delivered on the date of this Certificate stated above.

| | |
|------------------------------------|--|
| Signature | |
| For and on behalf of | , in its capacity as freeholder or landlord . |
| Signature of witness | |
| Full name of witness (in capitals) | |
| Address of witness | |

| | |
|------------------------------------|---|
| Signature | |
| For and on behalf of | , in its capacity as leaseholder or tenant . |
| Signature of witness | |
| Full name of witness (in capitals) | |
| Address of witness | |

W bluestone.co.uk | **T** 0800 368 1833

Lines open 9.00am - 5.30pm Monday to Friday. Calls may be recorded.

Get in touch if you need this document in Braille, large print or audio tape

Bluestone Mortgages Limited is authorised and regulated by the Financial Conduct Authority.
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