



**Registration of a Charge**

Company name: **Chelmer Housing Partnership Limited**

Company number: **04105878**



X54WCL58

Received for Electronic Filing: **14/04/2016**

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**Details of Charge**

Date of creation: **12/04/2016**

Charge code: **0410 5878 0012**

Persons entitled: **PRUDENTIAL TRUSTEE COMPANY LIMITED**

Brief description: **1-11 (INCL) COOPERS, THE CHASE BOREHAM CHELMSFORD CM3  
3FF. TO SEE ALL CHARGES,PLEASE REFER TO SCHEDULE 1 OF THE  
CHARGING DOCUMENT ATTACHED TO THIS FORM.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT  
TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC  
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**ADDLESHAW GODDARD LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4105878

Charge code: 0410 5878 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th April 2016 and created by Chelmer Housing Partnership Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2016 .

Given at Companies House, Cardiff on 15th April 2016

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Mortgage

Dated 12 April 2016

WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY (AS REDACTED) OF  
THE ORIGINAL

Addleshaw Goddard LLP  
DATE 13/04/2016  
ADDLESHAW GODDARD LLP

**Chelmer Housing Partnership Limited**  
(as Chargor)

**Prudential Trustee Company Limited**  
(as Security Trustee)



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# Mortgage

Dated 12 April 2016

## Between

- (1) **Chelmer Housing Partnership Limited** a company limited by guarantee registered in England and Wales with registered number 4105878 whose registered office is situated at Myriad House, 23 Springfield Lyons Approach, Chelmsford, Essex CM2 5LB and as a Registered Provider with the Social Housing Regulator with registered number L4331 (the **Chargor**); and
- (2) **Prudential Trustee Company Limited** (the **Security Trustee**, which expression shall include any person for the time being appointed as security trustee or as an additional security trustee of the Security hereby created) through its office at Laurence Pountney Hill, London EC4R 0HH as trustee for the Beneficiaries.

## BACKGROUND:

It is intended that this Deed takes effect as a deed notwithstanding the fact that a party hereto may only execute this document under hand.

It is agreed as follows:

## 1 Definitions

Words and expressions defined in the Debenture shall have the same meaning in this Deed unless they are expressly defined herein, in addition in this Deed:

**Business Day** means a day (other than a Saturday, a Sunday or a public holiday in England) on which banks and building societies generally are open for deposit taking business in London.

**Debenture** means the debenture dated 3 April 2007 between the Chargor and the Security Trustee.

**Fixtures** includes all buildings, erections and structures at any time on or in the course of construction on and Property charged under (and remaining charged under) Clause 3 (*Fixed Security*) and includes all fixtures, fittings, plant, machinery, equipment, installations and apparatus now and from time to time belonging to the Chargor in or on any such Property.

**Greater London Authority** means the Greater London Authority as constituted pursuant to Part I of the Greater London Authority Act 1999

**Homes and Communities Agency** means the Homes and Communities Agency constituted pursuant to Part 1 of the Housing and Regeneration Act and any successor for the time being or any similar future authority carrying on any of the same grant/investment making functions (which for the purposes of this definition does not include the functions of the Social Housing Regulator), and where the context so requires, reference to the Homes and Communities Agency shall include reference to the Greater London Authority (as applicable)

**Housing and Regeneration Act** means the Housing and Regeneration Act 2008 (as amended by the Localism Act 2011)

**Property** means (severally) the Real Property, and any other freehold or leasehold property or estate or interest whatsoever in land now or hereafter belonging to the Chargor, together with all Fixtures thereon and references to the Property shall be taken to include references to the whole or any part or parts of any property comprised therein at any time.

**Real Property** means:

- (a) the freehold, leasehold or immovable property referred to in Schedule 1 (*Details of Real Property*); and
- (b) any Fixtures from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

**Registered Provider** has the meaning given to it in the Housing and Regeneration Act

**Regulation Committee** means the Homes and Communities Agency acting through the Regulation Committee established by the Homes and Communities Agency pursuant to Part 2 of the Housing and Regeneration Act.

**Related Rights** means, in relation to the Real Property:

- (a) the proceeds of sale of any part of the Real Property;
- (b) all rights under any license, agreement for sale or agreement for lease in respect of the Real Property or part thereof;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Real Property or part thereof; and
- (d) any moneys and proceeds paid or payable in respect of the Real Property or part thereof.

**Social Housing Regulator** means the Homes and Communities Agency acting through the Regulation Committee and any successor or successors for the time being or in each case any similar future authority carrying on any of the same regulatory/supervisory functions as the Regulator of Social Housing (as defined in the Housing and Regeneration Act).

## 2 Incorporated Provisions

Clauses 2 (*Payment of Secured Obligations: Covenant to Pay*), 6.1 (*Further Assurance: General*), 6.2 (*Necessary Action*), 6.3 (*Consents*), 6.4 (*Implied Covenants for Title*), 8 (*Representations and Warranties*), 10 (*Real Property*), 12 (*Enforcement of Security*), 13 (*Extension and Variation of the Law of Property Act 1925*), 14 (*Appointment of Receiver*), 15 (*Powers of Receiver*), 16 (*Protection of Purchasers*), 17 (*Power of Attorney*), 18 (*Effectiveness of Security*), 19.3 (*Retention of Security*), 20 (*Subsequent Security Interests*), 21 (*Assignment*), 24 (*Discretion and Delegation*) and 25 (*Perpetuity Period*) of the Debenture shall be deemed to be incorporated into this Mortgage, and all references in the abovementioned Clauses:

- (a) to the Debenture will be deemed to be references to this Mortgage Deed;
- (b) to the Chargor will be deemed to be references to the Chargor under this Mortgage Deed; and



- (c) to the Charged Property will be deemed to be references to the assets of the Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to the Security Trustee by or pursuant to this Mortgage Deed.

### **3 Fixed Security**

The Chargor hereby charges with full title guarantee in favour of the Security Trustee as security trustee for the Beneficiaries for the payment and discharge of the Secured Obligations, by way of first legal mortgage all the Borrower's right, title and interest from time to time in the Real Property.

### **4 Land Registration**

The Chargor hereby consents to the lodgement of an application at the Land Registry to enter the following restriction against the registered title of any property which is, or is required to be, registered forming part of the Real Property:

- (a) No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Mortgage dated *[insert date of Mortgage Deed]* in favour of Prudential Trustee Company Limited referred to in the charges register or, if appropriate, signed on such proprietors' behalf by an authorised signatory or their conveyancer; and
- (b) a notice that each Beneficiary (other than the Security Trustee and the Hedge Counterparties) are under an obligation to make further advances on the terms and subject to the conditions of the Relevant Documents.

### **5 Further advances**

- 5.1.1 Subject to the terms of the Relevant Documents, each Beneficiary (other than the Security Trustee and the Hedge Counterparties) is under an obligation to make further advances to the Chargor in accordance with the terms of the Relevant Documents.
- 5.1.2 For the purposes of Section 94(1) of the Law of Property Act 1925 and section 49(3) of the Land Registration Act 2002, the obligation on the Beneficiaries (other than the Security Trustee and the Hedge Counterparties) to make such further advances will be deemed to be incorporated in this Deed as if the same were set out in this Deed.

### **6 Delivery of title documents**

The Chargor shall subject to the receipt of an undertaking from the relevant solicitors in a form satisfactory to the Security Trustee, deposit with the solicitors to the Chargor (but only if such solicitors have agreed in writing to the same) all deeds and documents of title relating to the Real Property (and it is hereby agreed that such deeds and documents of title will be held by such solicitors to the order of the Security Trustee) except to the extent that any such Real Property (a) is sold pursuant to the Right to Buy or Shared Ownership Property disposal or (b) is released by the Security Trustee pursuant to the terms of the Security Trustee Deed.

## **7 Release of security**

### **7.1 Redemption of Security**

Upon the Secured Obligations being discharged in full and none of the Beneficiaries being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person, or upon instruction by the Instructing Party to release the security created or expressed to be created by this Mortgage Deed, the Security Trustee shall, at the request and cost of the Chargor, release and cancel the security constituted by this Mortgage Deed subject to Clause 7.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

### **7.2 Avoidance of Payments**

If the Security Trustee considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

## **8 Certificate**

A certificate by an officer of the Security Trustee as to the amount due from the Chargor to the Beneficiaries (including the amount of internal and external costs and expenses) shall be prima facie evidence for all purposes against the Chargor.

## **9 Third party rights**

A person who is not a party to this Deed shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

## **10 Notices**

### **10.1 Giving of notices**

All notices or other communications under or in connection with this Mortgage Deed shall be given in writing or by fax. Any such notice will be deemed to be given as follows:

- (a) if in writing, when delivered (delivery shall be deemed to be immediate if by hand or two days after posting if sent by first class post); and
- (b) if by fax, when received (provided that all of it is legible).

However, a notice given in accordance with the above but received on a non-Business Day or after business hours in the place of receipt will only be deemed to be given on the next Business Day in that place.

### **10.2 Addresses for notices**

10.2.1 The address and facsimile number of each Party for all notices under, or in connection with, this Mortgage Deed (unless one Party has by 5 Business Days' notice to the other Party specified another address) are as follows:

- (a) The address and facsimile number of the Borrower are:

Chelmer Housing Partnership Limited  
Myriad House

23 Springfield Lyons Approach  
Chelmsford  
Essex  
CM2 5LB

Fax: 01245 613001  
Attention: Chief Executive

or such other as the Borrower may notify to the Agent by not less than five Business Days' notice.

(b) The address and facsimile number of the Security Trustee are:

Laurence Pountney Hill  
London EC4R 0HH

Fax: 020 7548 3883  
Attention: Corporate Trust Manager

or such other as the Security Trustee may notify to the other Parties by not less than five Business Days' notice.

## **11 Charities Act**

The land disposed will, as a result of this disposal, be held by Chelmer Housing Partnership Limited, a non-exempt charity, and the restrictions on disposition imposed by section 117-121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

## **12 Governing law**

This Deed is governed by English law.

## **13 Counterparts**

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Deed by signing any such counterpart.

**Executed** as a deed and delivered at the date appearing at the beginning of this Deed.

**The Chargor**

Executed as a Deed by affixing the common  
seal of **Chelmer Housing Partnership  
Limited** in the presence of

  
}

Edwell

[Director] [Authorised signatory]

[Director] [Secretary] [Authorised signatory]

**The Security Trustee**

Given under the Common Seal of  
**Prudential Trustee Company Limited**

Sealing Officer:

}  
}  
}

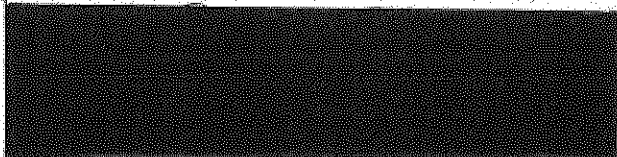
Address: Laurence Pountney Hill  
London EC4R 0HH

Fax: 020 7548 3883

Attention: Corporate Trust Manager

To LAND REGISTRAR

I hereby confirm that the written mortgage contained herein does not contravene any of the provisions  
of the Memorandum and Articles of Association of the Chargor.



Secretary to the Chargor

## Schedule 1 – The Real Property

| Address  | Title  | Scheme name | Tenure   |
|--|--|-------------|----------|
| 1-11 (incl) Coopers, The Chase, Boreham, Chelmsford, CM3 3FF; 42-48 (even), 58 Church Road, Boreham, Chelmsford, CM3 3ER; 60, 66, 72 Church Road, Boreham, Chelmsford, CM3 3BW; 1-6 (incl), 9 Howards Close, Boreham, Chelmsford, CM3 3EX; 3, 17-27 (odd), 39, 45, 49, 51, 57, 61 The Chase, Boreham, Chelmsford, CM3 3DF; 6, 10, 12, 18, 20, 24, 28 The Chase, Boreham, Chelmsford, CM3 3DY; 30, 40, 48, 52, 56, 62, 72-80 (even) The Chase, Boreham, Chelmsford, CM3 3DE; 1-4 (incl), 8, 9, 14-16 (incl), 18-24 (incl) Lodge Crescent, Boreham, Chelmsford, CM3 3DH (formerly known as 1 to 6 and 9 Howards Close, Boreham CM3 3EX, 1 to 14 Coopers, Boreham CM3 3EL, 6 10, 12, 18, 20, 24 and 28 The Chase, Boreham CM3 3DY, 30, 40, 48, 52, 56, 62, 72 to 80 (even) The Chase, Boreham CM3 3DE, 3, 17 to 27 (odd), 39, 45, 49, 51, 57 and 61 The Chase, Boreham CM3 3DF, 42 to 48 (even) Church Road, Boreham CM3 3ER, 58, 60, 66, 72 Church Road, Boreham and Garages CM3 3BW, 1 to 4, 8, 9, 14 to 16 and 18 to 24 Lodge Crescent, Boreham and Garages CM3 3DH) | EX699739<br>EX866272                         |             | Freehold |
| 1, 3, 9, 11, 15, 17, 25, 27, 33-37 (odd), 45A-C (incl), 47, 51 Sawkins Avenue, Chelmsford, CM2 9SB; 110 Beehive Lane, Chelmsford, CM2 9SH (formerly known as 110 Beehive Lane, Great Baddow, CM2 9SH, 1, 3, 9, 11, 15, 17, 25, 27, 33 to 37 (odd), 47 to 51 (odd) Sawkins Avenue, Great Baddow And Garages CM2 9SB; garage lying to the west side of, Sawkins Avenue, Great Baddow CM2 9SE; garage 8 Sawkins Avenue, Chelmsford; garage, 9 Sawkins Avenue, Chelmsford CM2 9SB)   | EX703947<br>EX640657<br>EX838099<br>EX393440 |             | Freehold |
| 54, 60-72 (even) Skerry Rise, Chelmsford, CM1 4EQ; 23, 35, 37, 39 Cumberland Crescent, Chelmsford, CM1 4AL; 28 Cumberland Crescent, Chelmsford, CM1 4AJ; 1-17 (incl), 19, 21, 23, 24, 25-37 (odd), 39-54 (incl), 56 Pembroke Place, Chelmsford, CM1 4AT; 4 Berwick Avenue, Chelmsford, CM1 4AR; 5 and 7 Berwick Avenue, Chelmsford, CM1 4AN; 4 and 14 Woodhall Road, Chelmsford, CM1 4AA; 9, 17, 23 Woodhall Road, Chelmsford, CM1 4AE (formerly known as 23, 35 to 39 (odd) Cumberland Crescent, Chelmsford, CM1 4AL, 28 Cumberland Crescent, Chelmsford CM1 4AJ, 4 and 14 Woodhall Road, Chelmsford CM1 4AA, 9, 17, and 23 Woodhall Road, Chelmsford, CM1 4AE, 54 and 60 Skerry Rise, Chelmsford CM1 4EQ, 4 Berwick Avenue, Chelmsford, CM1 4AR, 5 and 7 Berwick Avenue, Chelmsford CM1 4AN, 1 to 53 (odd), 2 to 16 (even), 24, 40 and 56 Pembroke Place, Chelmsford CM1 4AT)  | EX708094<br>EX835171                         |             | Freehold |

