



Registration of a Charge

Company name: **LINDEN LIMITED**

Company number: **01108676**

Received for Electronic Filing: **05/07/2019**



X89212EW

Details of Charge

Date of creation: **01/07/2019**

Charge code: **0110 8676 0374**

Persons entitled: **THE MASTER FELLOWS AND SCHOLARS OF THE COLLEGE OF SAINT JOHN THE EVANGELIST IN THE UNIVERSITY OF CAMBRIDGE**

Brief description: **LAND AT NASH COURT FARM, NASH ROAD, WESTWOOD, MARGATE REGISTERED UNDER HM LAND REGISTRY TITLE NUMBER K949568 (FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT)**

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KATHARINE PEARSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1108676

Charge code: 0110 8676 0374

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2019 and created by LINDEN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2019 .

Given at Companies House, Cardiff on 8th July 2019

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**

HM Land Registry

Transfer of whole of registered title(s)

TR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

We/I certify that this is a true and complete copy of the original document.

For Mills & Reeve LLP, Solicitors

Ref: CKP/0000900-2194 Botanic House
100 Hills Road
Cambridge
CB2 1PH

Date: 04.07.2019

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1 Title number(s) of the property:
K949568

2 Property:
Land at Nash Court Farm, Nash Road, Westwood, Margate

3 Date: 1 July 2019

4 Transferor:

**THE MASTER FELLOWS AND SCHOLARS OF THE
COLLEGE OF SAINT JOHN THE EVANGELIST IN THE
UNIVERSITY OF CAMBRIDGE**

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership
including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any
prefix:

5 Transferee for entry in the register:

**LINDEN LIMITED AND GLEESON DEVELOPMENTS
LIMITED**

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership
including any prefix: 01108676 and 00848808

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any
prefix:

6 Transferee's intended address(es) for service for entry in the
register:

Cowley Business Park, Cowley, Uxbridge, Middlesex UB8 2AL
(Linden Limited)

6 Europa Court Sheffield Business Park, Sheffield S9 1XE
(Gleeson Developments Limited)

7 The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

8 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures):

Six million pounds (£6,000,000) payable as follows:

- (a) £600,000 on the date of this transfer;
- (b) £1,350,000 on 1 July 2020;
- (c) £1,350,000 on 1 July 2021;
- (d) £1,350,000 on 1 July 2022;
- (e) £1,350,000 on 1 July 2023;

- ☐ The transfer is not for money or anything that has a monetary value

- ☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

9 The transferor transfers with

- ☒ full title guarantee
☐ limited title guarantee

10 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☒ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

Complete as necessary.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

11 Additional provisions

1 Definitions and Interpretation

1.1 In this Additional Provisions section:

"3 and 5 Metre Strip" means the 3 metre and 5 metre strip of land forming part of the Pylon Land as shown edged yellow and black on Plan 2 and running alongside the adoptable highway to be constructed on the north eastern boundary of the Property as shown edged and hatched pink on Plan 2;

"Adjoining Land" means the Transferor's land adjoining the Property and known as Nash Court Farm, Westwood, Thanet, Kent being the land registered under title numbers K951869 and K958966 as the same is shown edged red on Plan 1;

"Agreement" means the contract for the sale of the Property dated 28 JUNE 2019 made between (1) the Transferor (2) the Transferee and (3) the Guarantors;

"Agricultural Tenancy" means the farm business tenancy affecting the Property dated 29 November 2018 made between (1) the Transferor and (2) Alan W Warner;

"Deed of Covenant" means a deed of covenant given or to be given by a successor in title of the Transferee in favour of the Transferor (in a form reasonably approved by the Transferor) to observe and perform the obligations on the part of the Transferee contained in paragraphs 5 and 6 of this transfer so far as they relate to the property transferred and are still capable of being performed and observed;

"Development" means the development of the Development Site as a mixed use urban extension as authorised by the Planning Permission;

"Development Site" means the Property and all other land which is the subject of the Planning Permission and which is required for the full implementation of the Planning Permission;

"Exempt Disposition" means:

- (a) any disposition to a local authority or other statutory body pursuant to a planning obligation within the meaning of Section 106 of the Town and Country Planning Act 1990 or otherwise;
- (b) any disposition to a buyer or lessee or mortgagee of any community use building(s);

- (c) any disposition to a housing association registered social landlord registered provider of social housing relevant local or other statutory authority of affordable housing which has been or will be constructed on the Property (including a transfer or lease of any associated car parking space car port or garage);
- (d) any disposition to a statutory body or service supply company of an electricity substation gas governor pumping station water pumping station or other statutory services which have been or are to be constructed or installed in or on the Property;
- (e) any disposition to a highway authority for the purpose of adoption of the roads and footpaths and cycle ways to be constructed on the Property;
- (f) any disposition of a Residence to a residential owner of an individual residential plot constructed on the Property to at least ground floor slab (including a transfer or lease of any associated car parking space car port or garage); and/or
- (g) any disposition of a Residence to a residential owner of an individual residential plot dedicated as affordable housing constructed on the Property to at least ground floor slab (including a transfer or lease of any associated car parking space car port or garage)
- (h) a grant of a legal charge mortgage or other form of security over any of the above paragraphs (a) to (g);
- (i) the grant of any easements over the Property associated with paragraphs (a) to (g) above;
- (j) the grant of any easements over the Property to a statutory body or service supply company;
- (k) the grant of any easements over the Property associated with any Residence on any other part of the Development Site.

"First Payment" means the sum of £1,350,000 (exclusive of Value Added Tax);

"Guarantors" means Galliford Try PLC incorporated and registered in England and Wales with company number 00836539 whose registered office is at Cowley Business Park, Cowley, Uxbridge, Middlesex UB8 2AL and MJ Gleeson Public Limited Company incorporated and registered in England and Wales with company number 09268016 whose registered office is at 6 Europa Court, Sheffield Business Park, Sheffield S9 1XE;

"Incumbrances" means the following matters which affect the Property:

- (a) the matters referred to in the Property and Charges Register of the title number mentioned in panel 1 of this transfer in so far as the same are still subsisting and are capable of being enforced and affect the Property; and
- (b) all unregistered interests falling under schedule 3 to the Land Registration Act 2002 which override a registered disposition;

"Legal Charge" means the first legal charge granted over the Property dated 1507 2019 made between (1) the Transferee and (2) the Transferor;

"Permitted Disposal" means

- (a) any disposition to a buyer or lessee or mortgagee of any community use building(s);
- (b) any disposition to a statutory body or service supply company of an electricity substation gas governor pumping station water pumping station or other statutory services which have been or are to be constructed or installed in or on the Property;
- (c) any disposition to a highway authority for the purpose of adoption of the roads and footpaths and cycle ways to be constructed on the Property;
- (d) on the later of:
 - (i) receipt by the Transferor of the First Payment and the Second Payment; and
 - (ii) completion of the Section 278 Agreement; and
 - (iii) completion of the Servicing Works to the Transferor's satisfaction acting reasonably;

the disposition of up to 132 Residences comprising no more than 106 open market plots including no more than 19 open market apartments;

- (e) a grant of a legal charge mortgage or other form of security over any of the above paragraphs (a) to (d);
- (f) the grant of any easements over the Property associated with paragraphs (a) to (e) above;
- (g) the granting of easements over the Property to a statutory body or service supply company;
- (h) the grant of any easements over the Property associated with any Residence on any other part of the Development Site.

"Plan 1" means the two plans attached to this transfer marked "Plan 1a" and "Plan 1b";

"Plan 2" means the plan attached to this transfer and so marked;

"Planning Permission" means the planning permission number OL/TH/06/650 dated 2 April 2008 as varied by planning permission number F/TH/10/0726 dated 22 June 2011 as further varied by planning permission number F/TH/11/0691 dated 29 March 2012 as further varied by planning permission number F/TH/12/0964 dated 1 April 2014 and as further varied from time to time;

"Property" means the property transferred by this transfer;

"Pylon Land" means that part of the Property coloured and hatched green on Plan 2 and includes the 3 and 5 Metre Strip and the adoptable highway to be constructed on the north eastern boundary of the Property as shown edged and hatched pink on Plan 2;

"Residence" means a house or flat comprised in the Development;

"Rights Granted" means the rights set out in the section of these Additional Provisions headed "Rights Granted";

"Rights Reserved" means the rights set out in the section of these Additional Provisions headed "Rights Reserved";

"Second Payment" means the sum of £1,350,000 (exclusive of Value Added Tax);

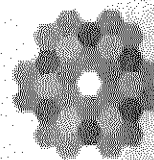
"Section 278 Agreement" means the agreement to be entered into pursuant to Section 278 of the Highways Act 1980 between (1) Kent County Council and (2) the Transferee (or such other relevant parties in addition to or in substitution for the Transferee) in the form annexed to the Agreement with such amendments as may be reasonably agreed with or required by Kent County Council that subject to clause 12.13 of the Agreement have also been approved by the Transferor such approval not to be unreasonably withheld or delayed;

"Services Media" means sewers, drains, pipes, gullies, gutters, ducts, mains, watercourses, channels, subways, wires, cables, optic fibres, conduits, flues and other conducting media of whatever nature in all cases including all ancillary installations, fixings, louvres, cowls, covers and other apparatus;

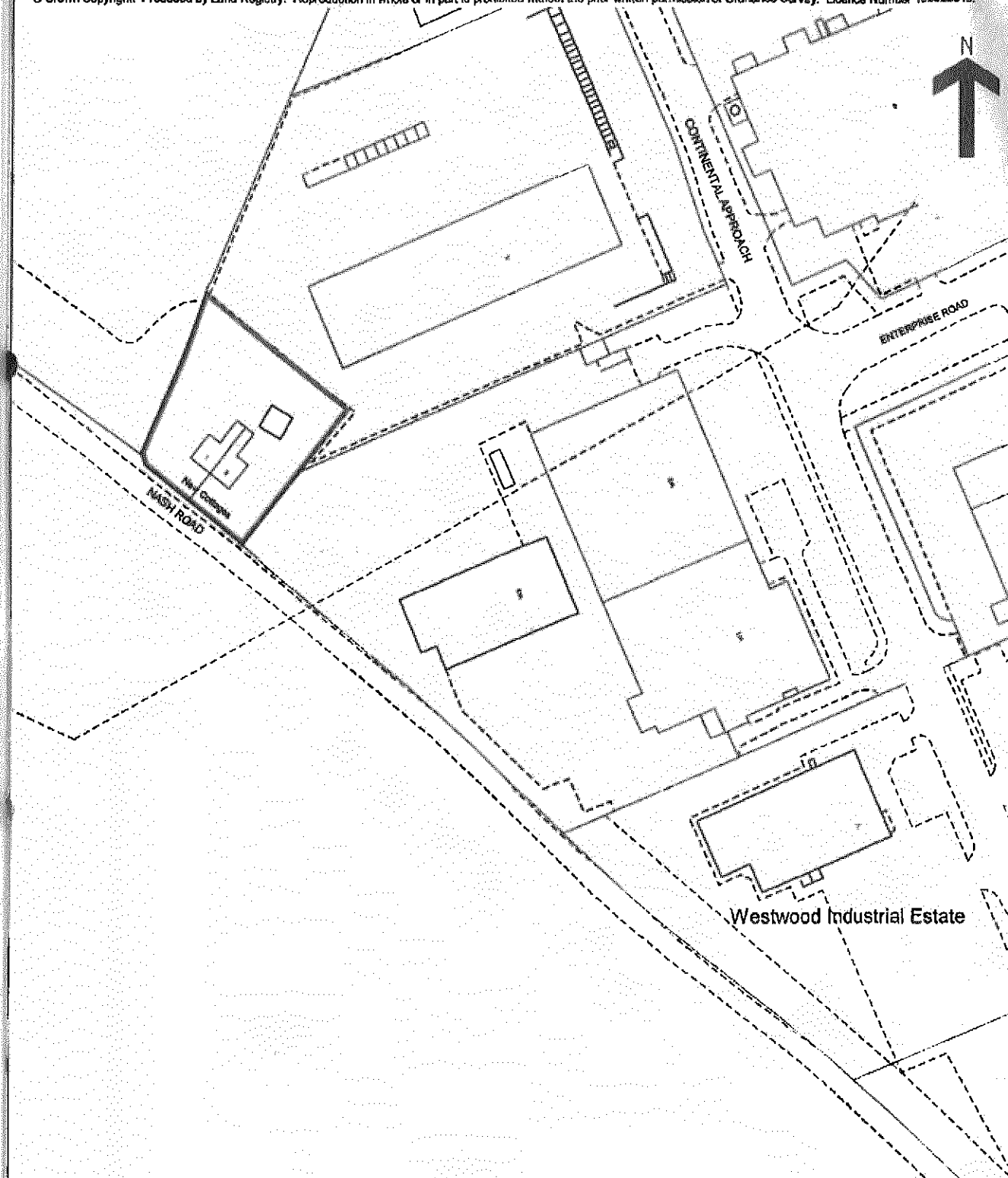
"Servicing Specification" means Plan 2 and the detailed specification for the Servicing Works annexed to this transfer as Annexure 1;

Land Registry
Official copy of
title plan

Title number K958966
Ordnance Survey map reference TR3568NE
Scale 1:1250
Administrative area Kent: Thanet



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Westwood Industrial Estate

This official copy issued on 22 September 2009 shows the state of this title plan on 22 September 2009 at 14:42:22. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

This title is dealt with by Land Registry, Tunbridge Wells Office.

Plan 1b

"Servicing Works" means the works to be carried out by or on behalf of the Transferee to construct roads and Services Media connecting the Property and the Adjoining Land with the public highway and the relevant public or services suppliers' or undertakers' mains as such works are more particularly described in the Servicing Specification and the Servicing Works Programme;

"Servicing Works Programme" means the programme for carrying out the Servicing Works annexed to this transfer as Annexure 2;

"Value Added Tax" means value added tax or any equivalent tax chargeable in the UK or elsewhere;

"Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday and "Working Days" shall be construed accordingly;

"Works Agreement" means an agreement or deed pursuant to the Local Government (Miscellaneous Provisions) Act 1982 Section 33 and/or the Local Government Act 1972 Section 111 and/or the Town and Country Planning Act 1990 Section 106 and/or the Highways Act 1980 Sections 38 and/or 278 and/or the Water Industry Act 1990 Section 104 or any other provision to similar intent or an agreement or deed with a water undertaker or a drainage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an internal drainage board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply drainage of surface and/or foul water or an agreement or deed with any competent authority or body relating to any other services.

- 1.2 Where any of the parties to this transfer or their respective successors in title comprise more than one person the liability of those persons is joint and several.
- 1.3 Where the context admits references to the Transferor and the Transferee include their respective successors in title.
- 1.4 Any covenant in this section by the Transferee not to do something includes (so far as it is within the control of the Transferee) an obligation not to allow or suffer that thing to be done by another person.
- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 Headings in this panel 11 are for ease of reference only and are not to be taken into account when construing this section.

- 1.7 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.8 References to the "Seller" in the Servicing Specification and the Servicing Works Programme are to be read as references to the Transferor.
- 1.9 References to the "Buyer" in the Servicing Specification and the Servicing Works Programme are to be read as references to the Transferee.

2 Incumbrances

- 2.1 The Property is transferred subject to:
- 2.1.1 the Incumbrances;
 - 2.1.2 the matters set out in clause 9 of the Agreement;
 - 2.1.3 the Agricultural Tenancy.

3 Rights Granted

- 3.1 The Transferor grants to the Transferee (and any persons whom the Transferee expressly or impliedly authorises) in common with other persons also entitled the following rights for the benefit of the Property and each and every part of it:
- 3.1.1 The right to erect or alter any building even if the access of light and air or either of them to the Adjoining Land is affected.
 - 3.1.2 A right of support from the Adjoining Land.

4 Rights Reserved

- 4.1 The Transferor excepts and reserves for the benefit of the Adjoining Land and each and every part of it the following rights on behalf of itself and those whom it expressly or impliedly authorises to make use of the rights:
- 4.1.1 The right at all times and for all purposes connected with any lawful use of the Adjoining Land with or without vehicles to pass over and across the Property to and from the public highway using:
 - (i) roadways and footpaths constructed for the purpose to adoptable standard by the Transferee;

(ii) any roadways and footpaths constructed by the Transferor under paragraph 4.1.3(i) below; and

(iii) until construction of those roadways and footpaths any reasonable route specified in writing by the Transferee (and by any route if the Transferee fails to specify a reasonable route).

4.1.2 The right to use the Services Media now or constructed or laid (whether by the Transferee or by the Transferor under paragraph 4.1.3(v) below) on, over or under the Property and serving or capable of serving the Adjoining Land.

4.1.3 The right at any time on giving reasonable prior notice (save in case of emergency) to enter upon the Property with all necessary plant, machinery, workmen and materials for the purpose:

(i) (if the Transferee fails to comply with the covenant on the Transferee's behalf in paragraph 6.1.2(i) below) of constructing roadways and adjoining footpaths and visibility splays, such roadways and footpaths to run to and from the Adjoining Land from and to the public highway along such routes as have been provided for in the Servicing Specification;

(ii) of connecting (for the benefit of the Adjoining Land or any part of it) to the roadways referred to in paragraph 4.1.1(i) above (or paragraph 4.1.3 (i) above as the case may be) at such point or points as have been provided for in the Servicing Specification;

(iii) of maintaining and repairing the roadways referred to in paragraph 4.1.1(i) above (or paragraph 4.1.3(i) above as the case may be) to the extent to which the roadways are not adopted as maintainable at public expense and the Transferee fails to comply with the covenant on the Transferee's behalf contained in paragraph 6.1.3 below;

- (iv) of renewing replacing and upgrading the roadways referred to in paragraph 4.1.1(i) above (or paragraph 4.1.3 (i) above as the case may be) as may be required for any development or redevelopment of the Adjoining Land and/or to enable the roadways to be adopted as maintainable at the public expense;
- (v) (if the Transferee fails to comply with the covenant on the Transferee's behalf in paragraph 6.1.2(ii)) below of constructing Services Media on, over or under the Property to run to and from the Adjoining Land from and to the appropriate Services Media which are adopted as maintainable at the public expense along such routes as have been provided for in the Servicing Specification;
- (vi) of connecting (for the benefit of the Adjoining Land or any part of it) to the Services Media referred to in paragraph 4.1.2 above (or paragraph 4.1.3 (v) above as the case may be) at such point or points as have been provided for in the Servicing Specification;
- (vii) of maintaining and repairing the Services Media referred to in paragraph 4.1.2 above (or paragraph 4.1.3(v) above as the case may be) to the extent to which those Services Media are not adopted as maintainable at public expense and the Transferee fails to comply with the covenant on the Transferee's behalf contained in paragraph 6.1.4 below;
- (viii) of renewing replacing and upgrading the type and capacity of the Services Media referred to in paragraph 4.1.2 above (or paragraph 4.1.3(v) above as the case may be) in order to provide appropriate Services to any development or redevelopment of the Adjoining Land and/or to enable the Services Media to be adopted as maintainable at the public expense;
- (ix) provided that:

(A) no works of renewal replacement or upgrading may be carried out during the maintenance period of any adoption agreement entered into by the Transferee affecting the relevant roadways or Services Media and a copy of which has been provided to the Transferor or carried out in a manner which materially adversely affects any part of the Property comprising a Residence;

(B) the person or persons exercising such rights shall comply with the reasonable health and safety requirements of the Transferee which have been notified to the Transferor in writing and shall make good all physical damage caused (whether to the Property or otherwise) as soon as reasonably practicable to the reasonable satisfaction of the Transferee.

4.2 The right to erect or alter any building even if the access of light and air or either of them to the Property is affected.

4.3 A right of support from the Property.

4.4 The right at any time on giving reasonable prior notice save (in case of emergency) to enter upon the Pylon Land with all necessary plant, machinery, workmen and materials to carry out all or any of the following:

4.4.1 excavations to alter levels as may be required including breaking out existing carriageways and footways where necessary;

4.4.2 all necessary alterations to any road drainage systems including for the provision and installation of new road gullies and pipes, manholes, culverts and associated drainage infrastructure including to any balancing pond and any alterations necessary thereto;

4.4.3 all necessary alterations to service company providers plant and equipment;

4.4.4 the provision and installation of any necessary ducts;

- 4.4.5 the widening of existing carriageways and the construction of new carriageways including all necessary kerbing, the planning of areas of existing carriageways at the junctions with new or existing carriageways and the necessary regulating courses and resurfacing of those carriageways;
- 4.4.6 any reconstruction or overlay of any carriageways necessary to ensure the structural integrity of the highways;
- 4.4.7 the construction of new footways or cycle ways including all necessary edgings and textured footways at pedestrian crossing places;
- 4.4.8 the breaking out of all redundant areas of carriageway and their reinstatement with top soil and seeding;
- 4.4.9 the provision and installation of new columns, lamps, lanterns and cabling where necessary including the lighting of any new traffic islands and including any necessary modification to any columns, lamps, lanterns and cabling and the provision and installation of all necessary road signs, safety barriers and markings including any necessary modification to signs, barriers and markings;
- 4.4.10 the regrading of verges and embankments, top soiling and the provision and laying of new grass and landscaping;
- 4.4.11 any other minor items of accommodation works;
- 4.4.12 all site clearance including removal of trees shrubs bushes and fences;

provided that no works may be carried out during the maintenance period of any adoption agreement entered into by the Transferee affecting the relevant roadways or Services Media and a copy of which has been provided to the Transferor or carried out in a manner which materially adversely affects any part of the Property comprising a Residence and the person or persons exercising such rights shall comply with the reasonable health and safety requirements of the Transferee which have been notified to the Transferor in writing and shall make good all physical damage caused (whether to the Property or otherwise) as soon as reasonably practicable to the reasonable satisfaction of the Transferee.

- 4.5 The right (subject to available capacity and for the avoidance of doubt capacity priority being given to the Development Site over the Adjoining Land) to connect to and use any balancing pond and drainage system constructed on the Pylon Land provided that such connection and use does not materially prejudice the implementation of the Planning Permission.

5 Restrictive covenants by the Transferee

- 5.1 The Transferee covenants with the Transferor (so as to benefit the Adjoining Land and each and every part of it and so as to bind the Property and each and every part of it) to observe and perform the following covenants:

- 5.1.1 not to dispose of the Property or any part of it except to a person who has previously entered into a Deed of Covenant, provided that:

- (i) this covenant shall not apply to a disposal of a Residence to a residential owner of an individual residential plot (including for the avoidance of doubt an owner who intends to let the Residence on a buy-to-let basis) or of other land to a registered social landlord or a disposal which is an Exempt Disposition;
- (ii) this covenant shall cease to apply on adoption as maintainable at public expense of the roadways and footpaths referred to in paragraph 6.1.2(i) below and the Services Media referred to in paragraph 6.1.2(ii) below;

- 5.1.2 not within the period of five years following the date of this transfer to use the Property or any part of it for any purpose other than those authorised by the Planning Permission or any other planning permission which constitutes an overage event (as defined in clause 13 of the Agreement) and in respect of which any sum due under that clause has been paid or it has been agreed or determined that no such sum is due;

- 5.1.3 not at any time to obstruct or permit the obstruction of the roadways and footpaths referred to in paragraph 6.1.2(i) below (or as the case may be any roadways and footpaths constructed by the Transferor on default by the Transferee);

5.1.4 not at any time to obstruct or permit the obstruction of the Services Media referred to in paragraph 6.1.2(ii) below (or as the case may be any Services Media constructed by the Transferor on default by the Transferee);

5.1.5 not to use the Property or any part of it for any noxious or offensive activity or for any purpose which is a nuisance or annoyance to the Transferor;

5.1.6 not at any time to obstruct or impede in any way the surface water drainage from the Adjoining Land through the Property (whether through any existing drains under or across the Property or through any drains that are substituted for them);

provided that the covenant contained in paragraph 5.1.2 above shall cease to apply in respect of any Exempt Disposition;

5.1.7 not at any time to carry out any works on the 3 and 5 Metre Strip which would have the effect of preventing the future widening of the highway adjacent to the 3 and 5 Metre Strip.

6 Positive covenants by the Transferee

6.1 The Transferee covenants with the Transferor (so as to benefit the Adjoining Land and each and every part of it) to perform the following covenants:

6.1.1 to permit the Transferor and the Transferor's successors in title owners and occupiers of the Adjoining Land to exercise the rights referred to in paragraph 4 above without hindrance or obstruction;

6.1.2 within the timescales set out in the Servicing Specification and the Servicing Works Programme:

- (i) to construct in a good and workmanlike manner and to adoptable standard roadways and footpaths to and from the Adjoining Land across the Property from and to the public highway along the routes provided for in and in accordance with the Servicing Specification and the Servicing Works Programme;

- (ii) to construct in a good and workmanlike manner and to adoptable standard Services Media to and from the Adjoining Land across the Property from and to the appropriate Service Media which are adopted as maintainable at the public expense along the routes provided for in and in accordance with the Servicing Specification and the Servicing Works Programme;

6.1.3 to maintain and repair the roadways and footpaths referred to in paragraph 6.1.2(i) above (or as the case may be any roadways and footpaths constructed by the Transferor on default by the Transferee) and to keep them in a good and substantial condition until they are adopted as maintainable at public expense;

6.1.4 to maintain and repair the Services Media referred to in paragraph 6.1.2(ii) above (or as the case may be any Services Media constructed by the Transferor on default by the Transferee) and to keep them in a good and substantial condition until they are adopted as maintainable at public expense;

6.1.5 that if the Transferee fails to comply with any of the covenants contained in paragraphs 6.1.3 and 6.1.4 above the Transferee will pay to the Transferor on demand all costs (including without limitation consultants and professional fees and Value Added Tax) incurred by the Transferor in relation to the appropriate work carried out by or on behalf of the Transferor less the reasonable and proper proportion payable by the Transferor pursuant to paragraph 9.1 below;

6.1.6 if and when reasonably required by the Transferor expeditiously to erect (to the reasonable satisfaction of the Transferor) and after that to maintain a good quality fence along the entire length of the boundary of the Property where it abuts the Adjoining Land.

6.1.7 if and when reasonably required by the Transferor:

- (i) the Transferee will co-operate in the dedication or adoption of any land contained within the Pylon Land or the transfer or lease of any such land required for infrastructure or services and will join in the creation of any planning agreement with the Transferor and the relevant local planning authority and the grant of any wayleaves or other easements required by the relevant highways authority, drainage authority and / or utility providers or as may be deemed reasonably necessary by the Transferor in order to procure the construction, maintenance, dedication and (if applicable) the adoption of all roads, sewers, Services Media and ancillary infrastructure serving or intending to serve the Adjoining Land;
- (ii) the Transferee will join in any agreement or deed required by any authority and/or service company provider to secure the provision of and adoption of all Services Media and roads to be constructed on the Pylon Land and/or join in any Works Agreement;

6.1.8 the performance by the Transferee of its obligations in paragraphs 6.1.7(i) and 6.1.7(ii) above is dependent upon the prior or contemporaneous provision by the Transferor to the Transferee of an indemnity in respect of all such matters in a form and content and backed by such additional security as is acceptable to the Transferee (acting reasonably) and upon the Transferor paying any costs reasonably and properly incurred by the Transferee.

7 Indemnity covenants by the Transferee

7.1 The Transferee covenants with the Transferor that the Transferee will observe and perform:

- 7.1.1 those of the incumbrances by which the Transferor remains bound after completion of this transfer;
- 7.1.2 the Landlords' obligations in the Agricultural Tenancy.

- 7.2 The Transferee covenants with the Transferor as a separate covenant from the one contained in paragraph 7.1 above to indemnify the Transferor and the Transferor's estate and effects against all liability which the Transferor incurs by virtue of any breach or non-observance of the Incumbrances or the Landlord's obligations in the Agricultural Tenancy and to pay on demand to the Transferor as a contractual debt any costs, claims, damages and expenses which the Transferor incurs as a result of any breach or non-observance of any of those Incumbrances or the Landlord's obligations in the Agricultural Tenancy.

8 Covenant by the Guarantors

- 8.1 The Guarantors covenant with the Transferor (as principals and not merely as guarantors) that the Transferee will observe and perform the obligations on the Transferee's part contained in this transfer and that in case of default the Guarantors will indemnify the Transferor against all loss damages costs and expenses thereby arising or incurred by the Transferor.
- 8.2 The liability of the Guarantors under paragraph 8.1 above shall not be affected by:
- 8.2.1 any forbearance by the Transferor to enforce any of the Transferee's obligations under this transfer;
 - 8.2.2 the giving of time or other concessions or the taking or holding of or varying, realising, releasing or not enforcing any other security for the liabilities of the Transferee;
 - 8.2.3 any legal limitation or incapacity relating to the Transferee;
 - 8.2.4 the invalidity or unenforceability of any of the obligations of the Transferee;
 - 8.2.5 the Transferee ceasing to exist;
 - 8.2.6 any other act or omission of the Transferor or any other circumstances which but for this paragraph 8.2 would discharge the Guarantors other than a release by deed.

9 Covenants by the Transferor

- 9.1 The Transferor covenants with the Transferee to pay a fair and reasonable proportion (according to user) of the cost of maintaining and repairing (but only so long as and to the extent that they are not adopted as maintainable at public expense).

9.1.1 the roadways and footpaths constructed in accordance with paragraph 6.1.2 above (or as the case may be any roadways and footpaths constructed by the Transferor on default by the Transferee);

9.1.2 the Services Media constructed in accordance with paragraph 6.1.2 above (or as the case may be any Services Media constructed by the Transferor on default by the Transferee).

9.2 The Transferor covenants with the Transferee so as to benefit the Property or any part or parts of it and so as to bind the Adjoining Land and each and every part of it not to dispose of the Adjoining Land or any part of it except to a person who has previously entered into a deed of covenant in favour of the Transferee (in a form reasonably approved by the Transferee) to observe and perform the obligations on the part of the Transferor contained in this paragraph 9.

10 Agreements and declarations

10.1 The Transferor and the Transferee agree and declare that:

10.1.1 the Contracts (Rights of Third Parties) Act 1999 is excluded from applying to this transfer and nothing in this transfer confers or purports to confer on any third party any benefit or any right to enforce any term of this transfer;

10.1.2 the Transferee in respect of the Property enjoys no rights of light or air from the Adjoining Land and nothing in this transfer will hinder the right of the Transferor to develop the Adjoining Land in any manner the Transferor thinks fit;

10.1.3 the Transferor in respect of the Adjoining Land enjoys no rights of light or air from the Property;

10.1.4 the Transferee is not and the Transferee's successors in title are not and neither will become entitled to any easement or quasi-easement over any part of the Adjoining Land for the benefit of the Property other than the rights granted by this transfer.

10.1.5 the rule in *Wheeldon v Burrows* is excluded from this transfer and the operation of section 62(1) and (2) Law of Property Act 1925 in relation to this transfer is qualified so as not to include any liberties, privileges, easements, rights and advantages over or in respect of the Adjoining Land and no easement or other such right for the enjoyment of the Property over the Adjoining Land is created otherwise than by an express grant in this transfer.

10.1.6 For the purpose of securing payment of the money due the Transferee charges the Property in equity with payment to the Transferor of the money due under the terms of clause 13 of the Agreement.

10.1.7 The Transferor agrees that:

- (i) the charge referred to in paragraph 10.1.6 above will be released on the fifth anniversary of the date of this transfer; and
- (ii) consent will be given by the Transferor for an Exempt Disposition which in each case will be free of the charge referred to in paragraph 10.1.6 above.
- (iii) In the event of an Exempt Disposition(s), the Transferor will provide any required forms DS3 within 10 Working Days of being requested to do so and further confirms its consent to the grant by the Transferee of any easements and rights granted pursuant to such Exempt Disposition(s) to any third party disponent over the common parts and infrastructure within the Property and shall furnish evidence of such consent if required to the third party disponent and/or the Land Registry. Such rights may include:
 - (A) the right of way for all reasonable purposes over any roads, verges and footpaths now or later constructed on the Property;
 - (B) the right of passage of sewage and water through any main foul or surface water sewers now or later constructed on the Property;

(C) the right of passage of sewage, water, gas, electricity, air, communication media and similar services through such service media (of any type) within the Property;

(D) the right of support from the Property; and

(E) any other rights necessary for the use and enjoyment of the Property released from the Property.

(iv) The Transferor will as mortgagee only co-operate in the dedication or adoption of land contained within the Property or the transfer or lease of any such land required for infrastructure or services and will as mortgagee only join in the creation of any planning agreement with the Transferee and the relevant local planning authority and the grant of any wayleaves or other easements required by the relevant highways authority, drainage authority and / or utility providers or as may be deemed reasonably necessary by the Transferee in order to procure the construction, maintenance, dedication and (if applicable) the adoption of all roads, sewers, service media and ancillary infrastructure serving or intending to serve the Property.

(v) The Transferor will as mortgagee only not unreasonably withhold or delay consent to and join in any agreement or deed required by any authority and/or service company provider to secure the provision of and adoption of all conduits services and roads to be constructed on the Property and/or join in any Works Agreement.

- (vi) The performance by the Transferor of its obligations in paragraphs 10.1.7(iv) and 10.1.7(v) above is dependent upon the prior or contemporaneous provision by the Transferee to the Transferor of an indemnity in respect of all such matters in a form and content and backed by such additional security as is acceptable to the Transferor (acting reasonably) and upon the Transferee paying any costs reasonably and properly incurred by the Transferor.

11 Applications to register a restriction

- 11.1 The Transferor and the Transferee apply to the Chief Land Registrar to enter the following restriction against the title number of the Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed by a solicitor that the provisions of paragraph 5.1.1 of the transfer dated 1 July 2019 referred to in the charges register have been complied with or do not apply".

- 11.2 The Transferor and the Transferee shall apply to the Chief Land Registrar to enter the following restriction against the title numbers of the Adjoining Land:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed by a solicitor that the provisions of paragraph 9.2 of the transfer dated 1 July 2019 referred to in the charges register have been complied with or do not apply".

- 11.3 The Transferor agrees that on the adoption as maintainable at the public expense of the roadways and footpaths referred to in paragraph 6.1.2(i) above and the Services Media referred to in paragraph 6.1.2(ii) above the Transferor will apply jointly with the Transferee for removal from the Transferee's title of the restriction referred to in paragraph 11.1 above and of the restriction as referred to in paragraph 11.2 above affecting the titles to the Adjoining Land.

- 11.4 The Transferor and the Transferee apply to the Chief Land Registrar to enter the following restriction against the title number of the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the Legal Charge dated 15.07.2019 in favour of the Transferor referred to in the charges register or their solicitor."

11.5 The Transferor agrees that:

11.5.1 consent will be given by the Transferor for a Permitted Disposal which in each case will be free of the Legal Charge;

11.5.2 in the event of a Permitted Disposal(s) the Transferor will provide any required forms DS3 within 10 Working Days of being requested to do so and further confirms its consent to the grant by the Transferee of any easements and rights granted pursuant to such Permitted Disposal(s) to any third party disponent over the common parts and infrastructure within the Property and shall furnish evidence of such consent if required to the third party disponent and/or the Land Registry. Such rights may include:

- (i) the right of way for all reasonable purposes over any roads, verges and footpaths now or later constructed on the Property;
- (ii) the right of passage of sewage and water through any main foul or surface water sewers now or later constructed on the Property;
- (iii) the right of passage of sewage, water, gas, electricity, air, communication media and similar services through such service media (of any type) within the Property;
- (iv) the right of support from the Property; and
- (v) any other rights necessary for the use and enjoyment of the Property released from the Property.

12 Execution as a deed

12.1 This transfer is a deed.

12.2 The parties have executed this transfer with the intention of delivering it when it is dated.

13 Statements

- 13.1 All matters recorded at the date of this transfer in registers open to public inspection are deemed to be within the actual knowledge of the Transferee for the purposes of Section 6(2)(a) Law of Property (Miscellaneous Provisions) Act 1994 notwithstanding Section 6(3) of that Act.
- 13.2 The covenant set out in Section 2(1)(b) Law of Property (Miscellaneous Provisions) Act 1994 does not extend to costs arising from the Transferee's failure to make proper searches or to raise requisitions on title or on the results of the Transferee's searches.
- 13.3 The covenant set out in Section 3(1) Law of Property (Miscellaneous Provisions) Act 1994 does not extend to any charges, incumbrances or rights about which the current officers of the Transferor do not know and could not reasonably be expected to know.
- 13.4 The Property is held by the Transferor, a non-exempt charity but this transfer is one falling within paragraph (a) of Section 117(3) Charities Act 2011.
- 13.5 The Transferor transfers the Property in exercise of the powers conferred on it by its statutes.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

12 Execution

Executed as a deed by affixing)
the common seal of)
THE MASTER FELLOWS AND)
SCHOLARS OF ST JOHN'S)
COLLEGE CAMBRIDGE)
in the presence of:)

EXECUTED as a DEED
as Attorneys for **LINDEN LIMITED** under a power of attorney dated
in the presence of

Attorney (1)

(Signature)

Attorney (1) Name

DARREN MADDOX

(Please print name in capitals)

Witness

(Signature)

Witness Name

ALEEMUDDIN KHAN

(Please print name in capitals)

Witness Address

DAC Beachcroft LLP

25 Walbrook

London EC4N 8AF

020 7242 1011

Attorney (2)

(Signature)

Attorney (2) Name

IAN OSBORNE

(Please print name in capitals)

Witness

(Signature)

Witness Name

ALEEMUDDIN KHAN

(Please print name in capitals)


Witness Address

DAC Beachcroft LLP

25 Walbrook

London EC4N 8AF

020 7242 1011

Signature: 

Director's name STEFAN AUGUSTIN

W. E. Cullen

KEIRON CUTLER

LA DELPH HOUSE ROAD
SHEFFIELD S10 5NR

ACCOUNTANT

3) 

ANDREW DOXBURY
CUTEBUTT
GRACE TEBBUTT

Citibank

GRACE TEBBUTT

Trainee Solicitor

[Signature]

СТЕПАН АНДРОСОВ

E. P. Culver

KEITH COULTER

LA DELPH HOUSE ROAD
SHEFFIELD S10 5NR

ACCOUNTANT

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Annexure 1
Servicing Specification

- 1 The Buyer will construct on the Property:
 - (a) an access road from the two points H shown on Plan 3 to the boundary of the Adjoining Land at point A in the position and to the widths shown edged and in part hatched pink on Plan 3 and set out in paragraph 8 of this specification, such road to be laid out and constructed to the then current adoptable standards of Kent County Council in accordance with the time frames set out in the Servicing Works Programme.
 - (b) Services Media for foul water drainage from the two points H, shown on Plan 3 to the boundary of the Adjoining Land at point A as shown on Plan 3 following the route of the access road referred to in paragraph 1(a) or along such alternative and reasonably equivalent and no less commodious route as the Seller may approve such approval not to be unreasonably withheld or delayed such Services Media to be constructed to the adoptable standards of Southern Water (as at the date of the agreement under section 104 Water Industry Act 1991 relating to the same) in the capacities and in accordance with the time frames set out in the Servicing Works Programme.
 - (c) Services Media for water, gas, electricity and telecommunications services from the two points H shown on Plan 3 to the boundary of the Adjoining Land at point A, as shown on Plan 3 following the route of the access road referred to in paragraph 1(a) or along such alternative and reasonably equivalent and no less commodious route as the Seller may approve such approval not to be unreasonably withheld or delayed such Services Media to be constructed to the standards required by the relevant mains supplier (as at the date the services are requested) in the capacities and in accordance with the time frames set out in the Servicing Works Programme.
- 2 Where the Seller requires additional Services Media capacity, the Buyer will confirm the cost of delivering the additional capacity (over and above the capacity required to serve the Development Site) by providing a separate reasonable and proper quotation from the service company providers for the additional capacity required by the Seller for the Adjoining Land in accordance with the timeframes set out in the Servicing Works Programme.
- 3 The Buyer will provide the access road between points D and E edged green on Plan 3 and also two further access roads (not for the use of construction traffic) (without Services Media) to the boundary of the Adjoining Land at points B and C in the positions and to the widths shown and edged blue on Plan 3 and set out in paragraph 8 of this specification, such roads to be laid out and constructed to the then current adoptable standards of Kent County Council save that such roads will be constructed with porous paving (if so required by Kent County Council) by the earlier of the date 12 months after the date:
 - (a) of completion of the access road referred to in paragraph 1(a) of this specification; or
 - (b) the Seller gives notice requiring the construction of the roads.
- 4 It is acknowledged by the Seller and the Buyer that where there is spare capacity in the Services Media required to serve the Development Site (for example where the Buyer needs to lay a pipe of a certain size to accommodate the Development Site, but such a pipe would also accommodate all of the additional dwellings required by the Seller on all or part of the Adjoining Land) then the Seller will not be required to make a payment for such capacity or enhanced Services Media and conduits.

The Seller will only be required to pay for additional capacity in such circumstances if the additional capacities required by the Vendor necessitate an enhancement to the capacity in the Services Media and conduits that would otherwise have been suitable and adequate to serve the Development Site in which case the cost of all and any such upgrading or enhancement to the Services Media and conduits and associated costs will be the responsibility of the Seller.

- 5 The Buyer will place the order with the service company providers for the additional capacity required by the Seller to be provided on the Development Site and the Seller will pay direct to the service company provider for it within one month of demand. Where off-site upgrades are required the Seller will place the instruction directly with the service company provider and make payment for the same direct to the service company providers.
- 6 The Seller will pay a reasonable and proper proportion of any consultant's fees incurred by the Buyer relating to the provision of the additional capacity which would not have been incurred in any event in implementing the Development, including fees incurred in circumstances where the Seller ultimately decides not to proceed with the additional capacity request.
- 7 The Buyer will carry out the construction of the Services Media and the roads:
 - (a) in a good and workmanlike manner according to good civil engineering practice generally accepted at the date of construction and to the standard required for adoption by the relevant authority or Services suppliers or undertakers;
 - (b) using suitable good quality materials of their several kinds according to normal civil engineering practice generally accepted at the date of construction; and
 - (c) in accordance with all consents, licences, permissions, approvals and authorizations necessary to enable the roads and Services Media to be constructed, maintained and completed and all statutory requirements.
- 8 The Buyer will carry out the construction of the roads so that:
 - (a) there will be no obstructions between the Adjoining Land and the access points for the roads including the associated junction visibility splays;
 - (b) the road edged and in part hatched pink between points A and the two points H on Plan 3 is the spine road and will consist of a 2.0m footway, a not less than 3.0m cycleway and a 6.0m carriageway (or as otherwise agreed with Kent County Council in accordance with the Council's then current adoptable standards), continuous to the boundary with the Adjoining Land;
 - (c) the road edged green between points D and E on Plan 3 is 6m wide with 2 no. 2m wide footways and/ or a not less than 3.0m wide cycleway;
 - (d) the roads edged blue between points A and E, F and B and G and C on Plan 3 run from the road between points D and E and are 4.8m 'Minor Access Roads' with two 1.0m service margins;
 - (e) the visibility splays at all road junctions and on the inside of bends are the dimensions shown on Plan 3 (or as otherwise agreed with Kent County Council in accordance with the Council's then current adoptable standards), and are laid out as part of the highway and not enclosed in any adjacent curtilage.
- 9 If there is any disagreement between the Buyer and the Seller over what would constitute reasonable and proper costings or extensions of time or over any other matter dealt with in the Servicing Specification or the Servicing Works Programme either party may refer the subject matter of the disagreement to an independent chartered surveyor and such person, if the parties are unable to agree on the appointment, shall be appointed at the written require of either party by the President of the RICS and the following provisions shall apply:
 - (a) the appointed person shall act as an expert and not as an arbitrator;
 - (b) he shall be instructed by the parties to consider any written representations which they may submit to him within such time limits as he may fix in his discretion;
 - (c) his fees shall be borne by the parties in such proportions as he shall determine;

- (d) the parties hereby mutually undertake to use their respective reasonable endeavours to enable him to reach his determination as quickly as reasonably possible; and
- (e) his determination of the matters referred to him shall be final and binding on the parties.

10 Any notice or other document to be served on either party under the terms of or in connection with the Servicing Specification or the Servicing Works Programme shall be sufficiently served if it is left or delivered at, or sent by post addressed to:

- (a) its registered office for the time being; or
- (b) its last known place of business in the United Kingdom; or
- (c) the address given for it at the head of this Deed; or
- (d) such other address as may be notified to the other party in writing from time to time.

For the avoidance of doubt the Seller will not be required to pay or contribute toward any costs or expenses incurred by the Buyer in complying with its obligations set out in the Servicing Specification and the Servicing Works Programme which would have been incurred in any event in implementing the Development.

Annexure 2 Servicing Works Programme

