Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.	Rights reserved for the benefit of other land There are excepted and reserved from this Transfer unto the Transferor all those rights which had the Land and the adjoining property now or formerly of the Transferor belonging to different owners would have been easements quasi-easements or rights in the nature of easements and in particular the full free and uninterrupted passage and running of sewage water and soil gas and electricity through and along the drains pipes wires sewers and cables now laid or hereafter to be laid within 80 years from the date hereof through and under the Land with the right to enter thereon for the purpose of laying connecting into inspecting cleansing or maintaining any such drains pipes wires sewers and cables as may be necessary for the proper and convenient enjoyment of the said adjoining property the persons exercising such rights causing as little damage and inconvenience as is reasonably practicable and at their own expense putting right any damage caused and provided that any drains pipes wires sewers and cables which shall be laid in the future during the said 80 year period shall be to a specification and along routes first approved in writing by the Transferee (such approval not to be unreasonably withheld or delayed) and in all respect in accordance with the requirements of the relevant statutory undertaker and all relevant legislation subject to the Transferor and its successors in title paying a proportionate part of the cost of laying and thereafter maintaining any drain or sewer used in common between the Land and any adjoining property now or formerly of the Transferor provided always that the Transferor or the owners and occupiers of the said adjoining or neighbouring property shall give prior reasonable notice of intention so as to enter to the Transferee and shall make good all damage caused by the exercise of these rights with reasonable despatch but without being liable for any temporary damage or inconvenience caused thereby.
Include words of covenant.	Restrictive covenants by the transferee The Transferee for the benefit and protection of the adjoining land of the Transferor or any part or parts thereof and so as to bind so far as may be the Land into whosoever hands the same may come covenants with the Transferor and its successors in title:-

a. That the Transferee will forthwith erect walls fences and hedges along boundaries of the Land marked with a "T" turned inwards on the Plan to the specification of the Transferor and that the Transferee and its successors in title will hereafter at all times maintain the said walls fences and hedges in a good state of repair and condition.

b. Not to carry on or permit to be carried on upon the Land or any part thereof any noisy noxious or offensive trade or business and no act or thing shall be done or suffered thereon which shall be a legal nuisance or annoyance to owners or occupiers of adjoining or adjacent property.

c. Not to use the Land for any purpose other than for the construction of 20 residential units ("the Development") comprising three (3) two-bedroom houses (for four people) eight (8) three-bedroom houses (for five people) four (4) two-bedroom bungalows (for three people) and one (1) three-bedroom bungalow (for four people) for rent ("the Rent Units") and four (4) houses for shared ownership ("the Shared Ownership Units") for residential purposes following completion of construction (and as to the Shared Ownership Units for prompt disposal on a shared ownership basis (the rent element thereof to be at an affordable level) but so that the purchaser of any particular Shared Ownership Unit will be permitted to staircase up to One Hundred Percent (100%) of the total value of that particular Shared Ownership Unit). This obligation so far as it relates to any individual Shared Ownership Unit shall (in relation to that Shared Ownership Unit) cease immediately upon the first disposal of that Shared Ownership Unit) so as not to apply to the purchase of that Shared Ownership Unit or the successors in title of such purchaser).

d. To carry out and complete the Development within two years from the date of this Transfer in accordance with planning permission 2007/1939 and all necessary building regulations consents (which consents have been obtained prior to commencement of the Development as the Transferor acknowledges) and in accordance with plans submitted to and approved by the Transferor prior to the date hereof.

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

The Transferee covenants with the Transferor to observe and perform the rights easements exceptions reservations and subjections hereinafter referred to and to indemnify the Transferor against any breach non-observance or non-performance.

This Transfer is subject to:-

a. The exceptions reservations and subjections contained mentioned or referred to in a Conveyance dated the third day of June One Thousand nine hundred and thirty five and made between Arthur Cooke (1) Harriet Bond (2) The Mayor Aldermen and Burgesses of the County Borough of Barnsley (3) in so far as the same are still subsisting and relate to and affect the Land.

b. The rights granted in a Deed of Grant dated the twenty sixth day of May One Thousand nine hundred and eighty three and made between the Transferor (1) The Church Commissioners for England (2) the Reverend Douglas John Drye being the then Incumbent of the Benefice of Worsbrough Common St Luke (3) in so far as the same are still subsisting and relate to and affect the Land (and for the avoidance of doubt it is the sole responsibility of the Transferee to satisfy itself that the carrying out of the Development will not in any way infringe such (or any other rights so far as aforesaid) and

c. Such other rights and easements (if any) as may be subsisting and affect the Land (including public rights).

The Transferor and the Transferee agree and declare that the Transferee shall not be entitled to any easement or right of light or air or other easement or right which might prejudice the free use of the adjoining property of the Transferor and that any enjoyment had by the Transferee inconsistent with the Transferor's rights hereunder shall be deemed to be had by leave and consent of the Transferor.

The Transferor and the Transferee declare that the brown and pink colouring on the Plan are of no significance.

	The Transferor and the Transferee agree and declare that the Transferor shall reserve the right (to be implemented on behalf of the Transferor by the Director of Housing Management Services Berneslai Homes Limited) to nominate tenants in respect of the Rent Units to be erected on the Land for One Hundred percent (100%) of the Rent Units when first let and Fifty percent (50%) of the Rent Units which subsequently become available for re-letting. The Transferor is selling the land under the provision of the Local Government Act 1972 and all other powers them enabling. The Transferor hereby acknowledges the right of the Transferee to the production of a Conveyance dated the Third day of June One Thousand nine hundred and thirty five and made between (1) Arthur Cooke (2) Harriet Bond and (3) The Mayor Aldermen and Burgesses of the County Borough of Barnsley and to delivery of copies thereof and hereby undertake for the safe custody thereof.

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.

13 Execution

Executed as a Deed by the common seal of Barnsley Metropolitan Borough Council being affixed in the presence of:

.....
Authorised Signatory/Member of Committee

Common seal of company

.....
Secretary

No. 195
IN REGISTER

Executed as a Deed by the Common seal of South Yorkshire Housing Association Limited being affixed in the presence of:

.....
Member of Committee

Common seal of company

.....
Secretary

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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