4. The Council shall sell with Full Title Guarantee

5. The Abstract of Title shall commence with a Conveyance (the Conveyance) dated the Third day of June One thousand nine hundred and thirty five made between Arthur Cooke (1) Harriet Bond (2) The Mayor Aldermen and Burgesses of the County Borough of Barnsley (3)

6. The Land is sold with vacant possession on completion

7. The Purchaser shall pay the Council's legal costs of Eight hundred and seventy five pounds (£875) and surveyors fees of two thousand pounds (£2000) in connection with this transaction

8. The purchase price shall be the sum of One hundred thousand pounds (£100,000) of which the sum of Ten thousand pounds (£10,000) shall be paid by the Purchaser by way of deposit to the Council as stakeholder on the signing hereof

9. This Agreement is made by the Council solely as owners of the Land and does not affect the powers and duties of the Council as the local authority for the district in which the Land is situated

10. Notwithstanding the completion of the transaction any general or special condition or any part or parts thereof to which effect is not given by the Transfer and which is capable of taking effect after completion shall remain in full force and effect

11. All references in this Contract to sums payable by one party to the other shall be construed as references to such sums exclusive of Value Added Tax imposed by the Value Added Tax Act 1983 or any statutory modification or re-enactment thereof and the Purchaser shall pay in addition to any sum payable to the Council under this

Contract any Value added Tax payable in respect of that sum and any Value Added Tax arising as a result of legislation changes

12. The Transfer to the Purchaser shall be subject to (a) the exceptions reservations and subjections contained mentioned or referred to in the Conveyance 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 made between the Council (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 shall be the sole responsibility of the Purchaser 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)

13. The Transfer to the Purchaser shall contain (a) a covenant to observe and perform and for indemnity and (b) an agreement and declaration that the Purchaser 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 Council and that any enjoyment had by the Purchaser inconsistent with the Council's rights hereunder shall be deemed to be had by leave and consent of the Council and (c) a declaration that the brown and pink colouring on the plan are of no significance

14. The Purchaser for the benefit and protection of the adjoining land of the Council 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 will in the Transfer to him covenant with the Council and its successors in title

(a) that the Purchaser 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 Council and that he the Purchaser and his successors in title will thereafter 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 the 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 two (2) three-bedroom houses (for five people) and two (2) two-bedroom houses (for four people) 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 rental 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 purchaser 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 the Transfer in accordance with planning permission 2007/1939 and all necessary building regulation consents (which consents have been obtained prior to commencement of the Development as the Council acknowledges) and in accordance with plans submitted to and approved by the Council (as vendor) prior hereto

15. The Transfer to the Purchaser shall contain an agreement that the Council shall reserve the right (to be implemented on behalf of the Council 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

16. The Purchaser hereby admits and confirms that he has inspected the Land (including for the avoidance of doubt ground condition and mining condition) and accepts it in its existing condition on the understanding that no work will be undertaken thereon by the Council

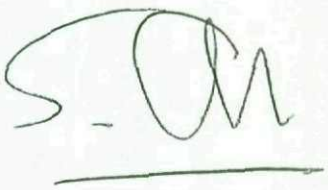
17. Nothing contained within this Agreement is intended to imply that the Land is suitable for the intended purposes of the Purchaser

18. This Agreement does not create any right enforceable by any person not a party to it.

19. The Transfer to the Purchaser shall recite that the Council are selling the Land under the provisions of the Local Government Act 1972 and all other powers them enabling

SIGNED by the said duly Authorised)

Signatory of the Council)

SIGNED by the said)

on behalf of the Purchaser)