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**Martin & Pole**  
Established 1846  
ESTATE AGENTS

Residential & Commercial Estate Agents • Lettings Agents  
Auctioneers • Planners • Management • Surveyors & Valuers

## Amenity Land Barkham Road, Wokingham

fronting Barkham Road and between 227, 229 and Folly Thatch, Barkham Road



**A parcel of land with commanding road frontage of about 125'**

**Between old developed frontages**

**Convenient position about 1 mile south-west of Wokingham centre**

About one-third of an acre

For amenity occupation and possible future appreciation

Interesting speculative purchase – subject to planning

**FOR SALE BY PUBLIC AUCTION (unless previously sold)**

on Wednesday 10 October 2018 at 2:30 pm

at Coppid Beech Hotel, John Nike Way, Bracknell, RG12 8TF

**The Solicitors:** Hawksley's Law Ltd, 5 Minster Court, Tuscam Way, Camberley, GU15 3YY  
Tel: 01252 890400

**PUBLIC AUCTION**

**Price Guide £100,000\***

## Amenity Land Barkham Road, Wokingham RG41 4BY fronting Barkham Road and between 227, 229 and Folly Thatch, Barkham Road

**DESCRIPTION/LOCATION:** A useful parcel of undeveloped amenity land with a bold frontage of about 125' to Barkham Road B3349 and a depth of about 115', thereby extending to just over one-third of an acre.

The site is pleasantly set a little over a mile from the centre of Wokingham and somewhat less from the main railway station.

**LOCAL PLANNING AUTHORITY:** Wokingham Borough Council, Shute End, Wokingham RG40 1BN. Telephone 0118 974 6000.

**RECENT PLANNING HISTORY:** A planning application for 4 dwellings (2 detached and a pair of semi-detached houses) ref F/2004/3054 was refused on appeal; and a planning application for 2 x 5 bedroom detached houses ref F/2007/2510 was also refused on appeal – 2013.

**SERVICES:** It is believed that all mains services are available in Barkham Road.

**DIRECTIONS:** Leave Wokingham via Station Road and pass over the level crossing into the Barkham Road B3349. Continue for a little under a mile when the site will be found on the right hand side just after passing The Leathern Bottel Public House.

**VIEWING:** The site is vacant and may be inspected at any time during the hours of daylight. Further details from the owner's Sole Agents & Auctioneers, Martin & Pole, with offices in Wokingham and Earley, Reading. Telephone 0118 936 2827.

**THE CONDITIONS OF SALE:** The Conditions of Sale are printed in these Auction Particulars and form part of the Contract. Further legal documents and searches are included in the Legal and Information Pack available from the Auctioneers prior to the Auction Sale and online at [www.martinpole.co.uk](http://www.martinpole.co.uk).

\*Property Auctioneers are required by the ASA to explain to prospective buyers the definition of Price Guide and Reserve. The Reserve is the minimum price set by the seller at which the auctioneer can sell the property. The reserve can be set and agreed at any point up to the start of the auction or indeed can be changed during the auction. The reserve can be lower than the guide price, the same as the guide price or up to 10% above the guide price. In accordance with ASA guidelines the guide price can be changed at any time up to and including the day of the auction sale. If the guide price is changed we will endeavour to advertise the new guide price at the earliest opportunity. A list of final guide prices will be published in the auction room immediately prior to the sale. This may be the first opportunity to publish changes.



## THE CONDITIONS OF SALE

1. (a) These Special Conditions incorporate the Standard Conditions of Sale (5th Edition 2018 Revision) ("the Conditions"). Where there is a conflict between the Conditions and these Special Conditions these Special Conditions shall prevail.  
(b) Terms used or defined in this agreement have the same meaning as used in the Conditions.
2. The Seller is Felix Cash and Connor Trevor Christopher Harfield who shall sell with full title guarantee.
3. The Seller's Solicitors are: Hawksley's Law Ltd of 5, Minster Court, Tuscam Way, Camberley GU15 3YY.
4. The contract rate shall be the Law Society's rate from time to time.
5. (a) The Property is two parcels of Freehold land each known as Land on the north side of Barkham Road, Wokingham.  
(b) Title to the Property is registered at H M Land Registry with Absolute Title under Title Number BK119386 & BK145940 and title shall be deduced in accordance with the Land Registration Act 2002 save that copies of the Entries on the Register and the Filed Plan shall be Official Copies.  
(c) Official Copies having been available for inspection during normal office hours at the offices of the Auctioneers prior to the date of the auction and in the auction room prior to the start of the auction the Buyer (whether or not he has inspected such abstract) shall be deemed to purchase with full knowledge of the Title in all respects and shall not raise any requisitions or make any objection in relation to the Title.
6. The Property is sold with vacant possession.
7. The Property is sold and shall be transferred subject to:
  - (a) all local Land Charges affecting the same whether registered or not before the date hereof and all matters capable of registration as local land charges whether or not actually so registered;
  - (b) all notices served and orders demands proposals or requirements made by any local public or other authority whether before or after the date hereof;
  - (c) all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under enactment relating to Town and Country Planning;
  - (d) all easements quasi easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this agreement;
  - (e) the matters mentioned or referred to in the Property and Charges Registers of the Seller's Title excluding any financial charge;
  - (f) the matters contained mentioned or referred to in the accompanying particulars of sale of the Property ("the Particulars");and the Seller shall not be required to further define any of the same.
8. The Buyer acknowledges that:
  - (a) he has inspected the Property and purchases it with full knowledge of its actual state and condition and shall take the Property as it stands.
  - (b) he agrees to purchase the Property solely as a result of his own inspection and on the basis of the terms of these Conditions and not in reliance upon any representation or warranty either written oral or implied made by or on behalf of the Seller (save for any representation or warranty contained in written replies given by the Seller's Solicitors) to any preliminary enquiries raised by the Buyer or the Buyer's Solicitors.
  - (c) the Seller has not provided any local search or search pack (save for the Official Copies) as at the date of signature of the contract and the Buyer buys the Property subject to his own enquiries of the local authority unless the Seller is able to provide a search prior to completion the same having been ordered but not yet received.
9. (a) Condition 4.2.1 shall not apply.  
(b) Conditions 5.1.1 and 5.1.2 shall not apply and the following condition shall be substituted in lieu:  
"If the Property is destroyed or damaged prior to actual completion and the proceeds of any insurance policy effected by or on behalf of the Buyer are reduced by reason of the existence of any policy effected by the Seller the Purchase Price for the Property shall be abated by the amount of such a reduction but this special condition shall not apply if the proceeds of the Seller's policy are applied towards the reinstatement of the Property."
10. The Transfer to the Buyer shall contain the following provision:  
"For the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are considered to be in the actual knowledge of the Buyer."
11. If owing to the default of the Buyer completion does not take place on the completion date the Buyer shall on actual completion pay in addition to the balance of the purchase price:
  - (a) the costs of the Seller's Solicitors in the sum of £125 plus VAT relating to the preparation and serving of a notice to complete; and
  - (b) the interest payable by the Seller and any additional costs incurred by the Seller arising from any agreement for purchase entered into by the Seller in reliance of this agreement and which the Seller was unable to complete owing to the default of the Buyer.
12. A deposit of 10% of the Purchase Price shall be paid to the Auctioneers as Agents for the Seller upon the signing hereof.
13. Completion of the sale shall take place on 3<sup>rd</sup> January 2019 at the offices of the Seller's Solicitors or as they may reasonably direct.
14. The Buyer shall pay to the Seller's solicitors a sum of £75 plus VAT as an engrossing fee for the engrossment of the transfer of the land.
15. The Buyer shall on or before completion reimburse the Seller's Solicitors the cost of the search fee of the local land charges registers provided the same has been provided to the Seller prior to completion.

## IMPORTANT NOTICES

### Identification of the Buyer

To accord with the Money Laundering Regulations 2003 and the Proceeds of Crime Act 2002:

No later than the date of the auction when the Memorandum of Agreement of the sale and purchase is to be signed we are required to see and keep copies of documentary evidence of the Buyer's identity and address. If you intend to bid please contact us for further information of the documents required to be produced (full details of which are also given in the Information Pack available for intending Buyers) or if you prefer to register beforehand.

### Buyer's Fee

A charge of £500 (plus VAT), payable only by the successful Buyer, will be due to the Auctioneers, Martin & Pole, upon signature of the Memorandum of Agreement of the sale and purchase. An appropriate VAT receipted invoice will be issued immediately after the day of the auction sale

### Signing the Memorandum, Payment of the Deposit and Buyer's Fee

The Buyer(s) will be required to sign Memorandum of Agreement attached to these Particulars, to pay the Deposit and Buyer's Fee immediately after the fall of the hammer. Payment of the deposit will only be accepted if made by cheque or bankers draft drawn on the account of the named Buyer and drawn on a UK clearing bank.

### Property Details

We have endeavoured diligently to ensure the details of this property are accurate. We have not tested the services, appliances or fittings (if any) referred to in the details.

We recommend that each of the statements is verified and the condition of the property and of the services, appliances and fittings (if any) is investigated by you or your advisers before you finalise your offer to purchase, bid for the property or enter into a contractual commitment.

### Stipulations

The property is sold with all faults and defects whether of condition or otherwise and neither the Seller nor the Agents of the Seller are responsible for any faults or defects or for any statements contained in the Particulars of the property prepared by the Agents.

The Buyer hereby acknowledges that he has not entered into this Contract in reliance on any of the said statements and he has satisfied himself as to the correctness of each of the said statements by inspection or otherwise and that no warranty or representation has been made by the Seller or the said Agents in relation to or in connection with the property.

## MEMORANDUM OF AGREEMENT

Date of Agreement: ..... day of .....2018

Buyer: .....

Address: .....

Postcode: .....

Buyer's Solicitor: .....

Address: .....

Tel No:.....

**Purchase Price** £ .....

**Deposit** £ .....

**Balance** £ .....

The Seller will sell and the Buyer will buy the Property described as in the foregoing Particulars and Conditions of Sale for the Purchase Price in accordance with and subject to the terms and conditions referred to in the Conditions of Sale.

Martin & Pole acknowledge receipt of the Deposit in part payment of the Purchase Price. The Buyer agrees to pay the balance of the Purchase Price and to complete the purchase in accordance with the Conditions of Sale.

Signed by or on behalf of:

**Buyer** .....

**Seller** .....

DCA Fo35131 September 2018