

28th FEBRUARY 2017

Cottons

CHARTERED SURVEYORS

AUCTION

TUESDAY 28th FEBRUARY 2017
11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection prior to the auction sale at the Vendors Solicitors and Auctioneers offices and online at www.cottons.co.uk and will also be available for inspection in the sale room on the day of the auction, but they will NOT then be read.

The purchaser shall be deemed to bid upon these terms whether they have inspected the conditions or not

Auctioneers Advice

If your bid is successful, you will have entered into a binding contract to purchase that particular Lot. It is therefore important that you consider the following:

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. Prospective purchasers are advised to undertake their own investigations.
6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

IMPORTANT NOTICE

All Bidders must arrive at the Auction with the required Identification Documents and an appropriate means of Deposit Payment. Full details are outlined below. If you fail to comply with these requirements, we will be unable to register you for Bidding.

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

Money Laundering Regulations were introduced by the Government from 1st March 2004 governing the way in which auction deposits are taken.

To comply with this Act, we require all purchasers to pay their deposit by any of the following methods:

- **Bank/Building Society Draft**
- **Personal/Company Cheque (All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)**
- **Debit/Credit Card Payments**

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

Credit card or Business card Payments

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 2.00% surcharge is payable.

Please note we only accept Visa and MasterCard. All cards must be Chip & Pin enabled.

ID

All purchasers will be required to provide proof of both their Identity and Current Address. We require that all parties intending to bid for any properties, must bring with them the following items:

- **Full UK Passport or Photo Driving Licence (for identification)**
- **Either a Recent Utility Bill, Council Tax Bill or Bank Statement (as proof of your residential address)**

Third Party Bidding

If bidding on behalf of a third party, the bidder must provide the name and address of that third party on whose behalf they are bidding, together

7. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.

9. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.

10. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.

11. If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.

12. The Auctioneers reserve the right to photograph successful bidders for security purposes.

13. The successful bidder will be required to pay an Administration Fee of £695 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £195 + VAT.

14. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquiries relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

15. If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.

with required identification documents for both the successful bidder and for the third party, together with the third party's written authority under which the bid has been made.

If bidding for a company evidence of the company's incorporation, directorships and required identification documents for the authorised officer together with written authority to bid should be provided.

The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid and pay the auctioneer's administration fee before leaving the auction room.

If you have questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the auction department prior to the sale day.

Misrepresentation Act

The Auctioneers for themselves and for the Vendors or Lessors of the property, whose agents they are, give notice that:

1. The particulars are set out as a general outline only for the guidance of intending purchasers or lessees, and do not constitute nor constitute part of any offer or contract.
2. All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and any other details are given in good faith and are believed to be correct. Any intending purchasers or tenants should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
3. No person in the employment of the Auctioneers has authority to make any or give any representation or warranty whatever in relation to these properties.

Definition

Definition of Guide Prices

The guide price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website and by the auctioneer prior to the lot being offered.

Definition of Reserve Price

The reserve price is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. It is usual, but not always the case that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing and the Final Reserve Price will be agreed between the auctioneer and the seller prior to the auction sale. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

A Collective Auction Sale of 51 LOTS

Order of Sale

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Land and Development Opportunities. By instruction of a variety of Vendors including Coventry City Council, LPA Receivers, Administrators, Solicitors, Joint Property Agents, Companies and Private Clients.

1	82 DOUGLAS ROAD, ACOCKS GREEN, BIRMINGHAM,	B27 6HP	Freehold Vacant Residential
2	103 THUNDERBOLT WAY, TIPTON, WEST MIDLANDS	DY4 9SG	Leasehold Vacant Residential
3	29 MALVERN ROAD, HANDSWORTH, BIRMINGHAM,	B21 0AT	Freehold Vacant Residential
4	227 MERRIDALE ST WEST, PENN, WOLVERHAMPTON,	WV3 0RP	Freehold Vacant Residential
5	17 STOCKTON COURT, MASON STREET, BILSTON,	WV14 9SY	Leasehold Residential Investment
6	230 SLADEPOOL FARM ROAD, MAYPOLE, B'HAM,	B14 5EE	Freehold Commercial Investment
7	THE OLD PRIVY, COVENTRY RD, KINGSBURY, TAMWORTH,	B78 2LN	Freehold Vacant Commercial
8	2 VIGNORIA COTTAGES, DROITWICH RD, FERNHILL HEATH,	WR3 8RJ	Freehold Vacant Residential
9	PUBLIC CONVENIENCE, REVESBY WALK, BIRMINGHAM	B7 4LG	Freehold Public Toilet
10	233 DOUGLAS ROAD, ACOCKS GREEN, BIRMINGHAM,	B27 6EX	Freehold Residential Investment
11	LAND AT HOSPITAL LANE, COSELEY	WV14 9LE	Freehold Building Plot
12	42 RAWLINGS ROAD, BEARWOOD, SMETHWICK,	B67 5AA	Freehold Vacant Residential
13	4 SILVER STREET, KINGS HEATH, BIRMINGHAM,	B14 7QU	Freehold Commercial Investment
14	547 WARWICK ROAD, TYSELEY, BIRMINGHAM,	B11 2EX	Freehold Vacant Commercial
15	FLAT 9 LODE MILL COURT, LODE LANE, SOLIHULL,	B92 8NR	Leasehold Residential Investment
16	NEW ASTON SOCIAL CLUB, ASTON HALL RD, B'HAM,	B6 7JU	Freehold/Leasehold Vacant Social Club
17	29-30 TEMPLE BAR, WILLENHALL,	WV13 1SQ	Freehold Part Vacant Commercial
18	25 KIDDERMINSTER ROAD, HAGLEY, STOURBRIDGE,	DY9 0PZ	Freehold Vacant Residential
19	125 BROOKE ROAD, OAKHAM, RUTLAND,	LE15 6HQ	Freehold Vacant Residential
20	FGR 8 YEW TREE HILL, DROITWICH, WORCS,	WR9 7QQ	Freehold Ground Rent
21	120 WENLOCK GARDENS, WALSALL,	WS3 1TA	Freehold Vacant Residential
22	LAND AT UNION PLACE, OFF SYDNALL RD, COVENTRY,	CV6 6BT	Freehold Land
23	LAND FRONTING ALDERMANS GREEN RD, COVENTRY,	CV2 1PD	Freehold Land
24	FORMER CAR PARK, RED LANE, COVENTRY,	CV6 5EQ	Freehold Land
25	292 ALUM ROCK ROAD, BIRMINGHAM,	B8 3DD	Freehold Vacant Commercial
26	99 SMITH STREET, COVENTRY,	CV6 5EH	Freehold Residential Investment
27	WATERMARQUE BUILDING, 100 BROWNING ST, B'HAM,	B16 8EH	Leasehold Commercial Investment
28	418 LITTLEWORTH ROAD, CANNOCK, STAFFORDSHIRE,	WS12 1JB	Freehold Vacant Residential
29	33 HIGH STREET, STOURPORT-ON-SEVERN,, WORCS,	DY13 8BE	Freehold Vacant Commercial
30	SEDGEMERE SOCIAL CLUB, SEDGEMERE ROAD, B'HAM,	B26 2AX	Leasehold Vacant Social Club
31	2 LADY LANE, LONGFORD, COVENTRY,	CV6 6AZ	Freehold Vacant Building
32	15 DOUGLAS ROAD, DUDLEY, WEST MIDLANDS	DY2 8NF	Freehold Vacant Residential
33	BROMFORD MEMBERS CLUB, BROMFORD DRIVE, B'HAM,	B36 8TY	Freehold Vacant Social Club
34	39 COLDBATH ROAD, MOSELEY, BIRMINGHAM,	B13 0AG	Freehold Vacant Residential
35	4 BRINDLEY AVENUE, WOLVERHAMPTON,	WV11 2PB	Freehold Vacant Residential
36	2198 COVENTRY ROAD/1 SHEAF LANE, SHELDON, B'HAM,	B26 3JH	Freehold Commercial Investment
37	THE PAVILLION, MERIDEN DRIVE, KINGSHURST, B'HAM,	B37 6BX	Leasehold Vacant Social Club
38	LAND AT LANE ST. & 62 ASH ST, BILSTON,	WV14 8UP	Freehold Development Land
39	FLAT 5, 81 RILSTONE ROAD, QUINTON, BIRMINGHAM,	B32 2NT	Leasehold Vacant Residential
40	GARAGE & LAND, SPRINGS AVENUE, BROMSGROVE,	B61 0NU	Freehold Garage & Land

Auctioneers

Andrew J. Barden MRICS, FNAVA, John Day FRICS, FNAVA, Kenneth F. Davis FRICS

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 Kevin Hogan, Trish Doyle.

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

All Bidders must arrive at the Auction with the required Identification Documents and appropriate means of Deposit Payment. If you fail to comply with these requirements, you will be unable to bid.

ID REQUIREMENTS

- Full UK Passport or Photo Driving Licence
- Recent Utility Bill, Council Tax Bill, or Bank Statement (not a mobile phone bill)

DEPOSIT/PAYMENT METHODS

- Bank/Building Society Draft
- Personal/Company Cheque
- Debit/Credit Card

A surcharge of 2.00% is payable for all credit cards and any card associated with a business account

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

Immediately following your successful auction bid you are required to pay the auctioneer's administration charge as detailed in the auction catalogue

41	UNITS 14, 16, 18 & 20 CEMETERY ROAD, WILLENHALL,	WV13 1TE	Freehold Commercial Investment
42	504 SLADE ROAD, ERDINGTON, BIRMINGHAM,	B23 7JH	Freehold Pt Vacant Commercial
43	40 EGGINTON ROAD, HALL GREEN, BIRMINGHAM,	B28 0LZ	Freehold Vacant Residential
44	72 PRINCESS STREET, BURNTWOOD, STAFFORDSHIRE	WS7 1JN	Freehold Vacant Residential
45	THE TALBOT, 26 HIGH STREET, DAWLEY, TELFORD,	TF4 2EX	Freehold Vacant Public House
46	33 DARKHOUSE LANE, COSELEY,	WV14 8XH	Freehold Vacant Commercial
47	53 HAWKESYARD ROAD, ERDINGTON, BIRMINGHAM,	B24 8LP	Freehold Vacant Residential
48	74 VICTORIA ROAD, WEDNESFIELD, WV11	1RZ	Freehold Vacant Residential
49	43 BARRS ROAD, CRADLEY HEATH, WEST MIDLANDS	B64 7HG	Freehold Vacant Residential
50	115 HIGH STREET, BRIERLEY HILL, WEST MIDLANDS	DY5 3AU	Freehold Vacant Commercial
51	131 NINEVEH ROAD, BIRMINGHAM,	B21 0SY	Freehold Vacant Residential

LOT 1

Freehold Vacant Three Bedroom House

*Guide Price: £90,000 PLUS

82 Douglas Road, Acocks Green, Birmingham, West Midlands B27 6HP

Accommodation:

A traditional mid-terraced house of two storey brick construction surmounted by a pitched interlocking tile clad roof benefiting from three bedrooms and mostly UPVC double glazed windows but requiring complete modernisation and improvement throughout.

The property is set back behind a walled foregarden forming part of a predominantly residential area and is located to the eastern section of Douglas Road which leads directly off Yardley Road and provides direct access to Acocks Green Shopping Centre being within approximately two thirds of a mile to the south

Ground Floor

Entrance Hall, Reception Hall, Front Reception Room, Rear Reception Room, Dining Kitchen.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Shower Room with shower, wash basin and WC

Outside:

Front Walled foregarden

Rear Paved yard and overgrown garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

HARRY R. BARBER

PROPERTY CONSULTANT



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £695 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £195 + VAT. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits may be paid by the following methods

Debit/Credit Card

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 2.00% surcharge is payable.

Personal/Company Cheque/Bank or Building Society Draft

(cheques payments must be accompanied by a Bank/Building Society Statement showing proof of funds)

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

If you need any help please contact the Auction Team Tel 0121 247 2233

Cottons
CHARTERED SURVEYORS

LOT 2

Leasehold Vacant Possession

*Guide Price: £46,000 - £52,000

103 Thunderbolt Way, Tipton, West Midlands DY4 9SG

Property Description:

A modern ground floor flat situated in a purpose built block of brick construction surmounted by a tiled roof and set back from the road behind communal gardens. The flat benefits from having UPVC double glazing, electric heating and modern kitchen and bathroom fittings. Thunderbolt Way is located off Hurst Lane which in turn is found off Sedgley Road West (A457)

Accommodation:

Ground Floor

Communal Entrance with secure door entry system, Communal Hallway

Flat

Entrance Hall, Lounge/Kitchen, Bedroom and Shower Room having wash basin, WC and shower cubicle

Outside:

Communal Gardens and allocated parking at the rear of the block

Leasehold Information

Term 150 years from 1 July 2005

Rent Refer to legal pack

Service Charge Refer to legal pack

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LEGAL PACKS

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale.

It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction.

The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day.

By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

**If you need any help
please contact the Auction Team
Tel 0121 247 2233**

LOT 3

Freehold Vacant Three Bedroom House

*Guide Price: £65,000 - £75,000

29 Malvern Road, Handsworth, Birmingham, West Midlands B21 0AT

Property Description:

A traditional, mid-terraced house of two-storey brick construction surmounted by a pitched replacement tile clad roof, benefitting from UPVC double glazed windows, gas-fired central heating and three bedrooms but requiring modernisation and cosmetic improvement.

Malvern Road leads directly off Hollyhead Road (A41) and the property is conveniently within half a mile distance from Soho Road, which provides access to a wide range of retail amenities and services and one mile from the M5 Motorway (Junction 1).

Accommodation

Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Bathroom with bath and wc.

First Floor

Stairs and Landing, Bedroom 1 (Double), Bedroom 2 (Double), Bedroom 3 (Single).

Outside:

Front: Walled foregarden.

Rear: Yard and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 4

Freehold Vacant Three Bedroom House

*Guide Price: £58,000 - £65,000

227 Merridale Street West, Penn, Wolverhampton, West Midlands WV3 0RP

Property Description:

A traditional mid-terraced house with two-storey brick construction, surmounted by a pitched inter-locking tile clad roof, situated directly fronting the pavement. The property benefits from UPVC double glazed windows, gas-fired central heating and three bedrooms.

Merridale Street West comprises of a cul-de-sac located off Owen Road, conveniently within approximately one quarter of a mile from Wolverhampton City Centre.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single).

Outside:

Rear: Yard with pedestrian right of way and lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Accommodation:

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Bathroom with panel bath, pedestal wash basin, wc.

LOT 5

Leasehold Investment

*Guide Price: £20,000 - £25,000

Flat 17 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

Property Description:

A one bedroom purpose built flat situated on the second floor of a five storey development known as Stockton Court and accessed by way of a driveway leading off Mason Street. The property benefits from part UPVC double glazed windows and electric heating. Mason Street leads directly off Birmingham New Road (A4123). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £375 per week (£4,500 per annum)

Accommodation:

Ground Floor

Communal Entrance and Stairs to:

Second Floor

Shared Landing, Entrance Hall, Lounge, Kitchen, Inner Hall, Double Bedroom and Bathroom with wc

Outside:

Communal grounds and lock up garage located in an adjacent block

Leasehold Information:

Term: 99 Years from 24 June 1978

Rent: £35 rising to £60

Legal Documents - Available at www.cottons.co.uk

Viewings - Via Cottons - 0121 247 2233



LOT 6
Freehold Retail Investment Opportunity with Vacant Flat

*Guide Price: £100,000 - £107,000

By Instruction of the Joint Liquidators
230 Sladepool Farm Road, Maypole, Birmingham, West Midlands, B14 5EE

Property Description:

An end of terrace two storey property comprising of two presentable ground floor retail units with a separate flat to the first floor which benefits from UPVC double glazed windows, gas fired central heating, separate utility metres and private entrance directly off the car parking area. The property which is of brick construction surmounted by a pitched tile clad roof is located in a neighbourhood shopping parade set back from Sladepool Farm Road behind a tarmacadamed forecourt which extends to the side of the property and provides ample customer car parking. The property is situated at the junction of Highters Heath Lane in a predominantly residential area and located approximately six miles to the south of Birmingham City Centre. The property provides an excellent investment opportunity with potential for stable income having two well established retail shops on the ground floor and a well laid out two bedroom flat to the first floor which subject to cosmetic improvement should let readily.

Tenancy Information

Retail Shop 230B: Trading as 'Truth of Beauty' and occupying on a lease for a term of five years from January 2013 at a rent of £241.66 per calendar month (£2,900 per annum). The existing tenant has occupied the property since 2009 and the premises have traded as a hairdressing salon for in excess of 20 years.

Retail Shop 230C: Trading as 'AK Hair' and holding over on a lease which commenced on 25th December 2007 at a rental of £230 per calendar month (£2,750 per annum). The existing tenant has occupied the property since 2007

First Floor Flat: Currently Vacant.

Potential Total Income When Fully Let:

£11,500 per annum (approximately)

Accommodation
Ground Floor

Retail Shop One (Beauticians): Reception and Waiting Area: 13.16sq.mtrs (142sq.ft), Treatment Room: 11.09sq.mtrs (119sq.ft), Storage: 2.64sq.mtrs (28sq.ft)

Retail Shop Two: (Hairdressers): Hairdressing Salon: 24.28sq.mtrs (261sq.ft), Kitchenette: 1.72sq.mtrs (19sq.ft).

To the rear of the premises there is a Storage Room and Toilet shared by both shops

First Floor Flat

Private Entrance Hall, Stairs and Landing, Lounge, Kitchen, Two Double Bedrooms and Bathroom with panel bath, pedestal wash basin and wc.

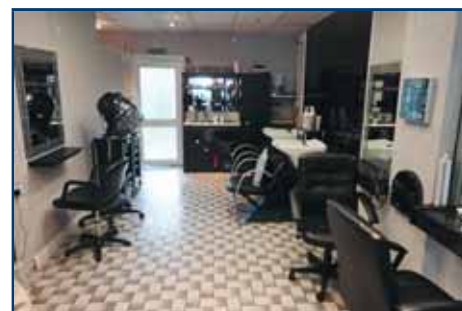
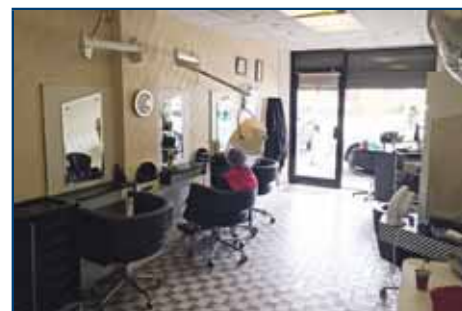
Outside:

Tarmacadamed forecourt, side parking area, pedestrian access to rear yard and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



LOT 7

Freehold Vacant Former Taxi Office

*Guide Price: £25,000 - £30,000

The Old Privy, Coventry Road, Kingsbury, Tamworth, Staffordshire B78 2LN

Property Description:

A former public convenience, more recently used as a Taxi Office with Waiting Room and of single storey brick construction, surmounted by a pitched tile clad roof.

The property is located on the edge of a local park, fronting Coventry Road with signage denoting a Taxi Rank with Hackney Carriage stand for three vehicles.

The property is situated on a slip road which leads off Coventry Road (A51) opposite a public car park and is located in the heart of Kingsbury Village which contains a neighbourhood Shopping Centre, Pubs, Restaurants, Primary and Secondary Schools serving the local catchment area.

Kingsbury itself comprises of a popular North Warwickshire town, known for its vast Waterpark and providing excellent commuting, being within 3 miles of the M42 Motorway (Junction 9) providing access to The Midlands Motorway networks and Cities.

Planning:

Planning consent was granted by North Warwickshire Borough Council (Reference



0784/92) on the 6th October 1992 for change of use from a former public convenience to a Taxi Office/Waiting Room and erection of antennae.

Accommodation::

Ground Floor

Office with Reception Area 13.76 sq m (148 sq ft), with sink, Toilet/Store Room 3.86 sq m (41 sq ft) with w.c. and wash basin.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

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LOT 8

Freehold Vacant Semi-Detached Cottage *Guide Price: £120,000 PLUS

2 Vigornia Cottages, Droitwich Road, Fernhill Heath, Worcester, WR3 8RJ

Property Description:

A semi-detached cottage of traditional two-storey brick construction, surmounted by a replacement tile clad roof, set back from the road behind a foregarden with mature privet hedge.

The property benefits from UPVC double glazed windows and off-road parking but requires refurbishment and modernisation throughout and may provide scope, subject to obtaining planning consent for extension of the existing dwelling.

The property is located in the popular village of Fernhill Heath, located approximately three miles north of Worcester City Centre, three miles south of Droitwich Spa and approximately two miles from the M5 Motorway.

Fernhill Heath contains a wide range of amenities with primary school, public house and a range of local shops.

Accommodation:

Ground Floor

Full width Lounge/Dining Room, Lean-to section housing Kitchen and Bathroom, with panel bath, pedestal wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Small Double).

Outside:

Front Foregarden with mature privet hedge.

Side Driveway with Carport providing off-road car parking.

Rear Yard and lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 9

Freehold Public Convenience *Guide Price: £4,000 - £8,000

Public Convenience, Revesby Walk, Duddeston, Birmingham, West Midlands B7 4LG

Property Description:

A former public convenience, being of brick construction and located adjacent to Revesby Walk. The building may suit a variety of uses, and all it is recommended that all interested parties contact the planning department at Birmingham City Council to discuss any proposals prior to bidding. Revesby walk is a pedestrian walkway containing numerous local shops and amenities to the ground floor along with residential accommodation to the first and second floors. Revesby walk is located off Duddeston Monor road which in turn is found off Vauxhall Road.

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 10

Freehold Investment comprising Two Self-Contained Flats
*Guide Price: £127,000 - £137,000

233 Douglas Road, Acocks Green, Birmingham, B27 6EX



Property Description:

A traditional two-storey house of brick construction, surmounted by pitched replacement tile clad roof and converted with full Planning Consent granted on the 29th August 1963 into two self-contained flats, each benefitting from separate gas and electricity meters, UPVC double-glazed windows and gas-fired central heating.

The property is set back behind a walled fore-garden, forming part of a predominantly residential area and located to the western section of Douglas Road, which leads directly off Stockwell Road and, which in turn, leads off Warwick Road (A41), providing direct access to Acocks Green Shopping Centre.

Tenancy Information:

Both flats are currently let on Assured Shorthold Tenancies.

Flat 1: Rental - £475 per calendar month.

Flat 2: Rental - £475 per calendar month.

Total Rental Income: £950 per calendar month (£11,400 per annum)

Accommodation:

Ground Floor
Shared Reception Hall.

Flat 1

Reception Hall, Lobby, Bedroom One (Double), Bedroom Two (Double), Lounge, Kitchen, Bathroom with panel bath having electric shower over, pedestal wash basin, wc.

First Floor

Flat 2

Stairs and Landing, Large Kitchen/Breakfast Room, Bathroom with panel bath, separate glazed shower enclosure, pedestal wash basin, wc, Double Bedroom, and Lounge.

Outside:

Front Foregarden

Rear Shared pedestrian entry access to paved yard, patio and a part-paved rear garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 11

Freehold Land (Planning for a detached bungalow)

*Guide Price: £32,000 - £36,000

Land at Hospital Lane, (R/O 59 b Mason Street), Coseley, West Midlands WV14 9LE

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to approximately 384 sq.mtrs. (4,140sq.ft). The parcel of land directly fronts Hospital Lane, opposite the junction with Denise Drive. The land benefits from having planning consent granted for the erection of a detached bungalow.

Planning

Planning consent was granted by Dudley Metropolitan Borough Council on the 9 November 2016 (Ref: P16/0961) for the erection of one detached bungalow. A copy of the planning consent and the Architect's drawings are available for inspection from both the Auctioneers and Dudley Councils website.

Proposed Accommodation

Ground Floor: Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, 2 Bedrooms and Bathroom.

Outside: Front and rear gardens with car parking for two cars.

Legal Documents:

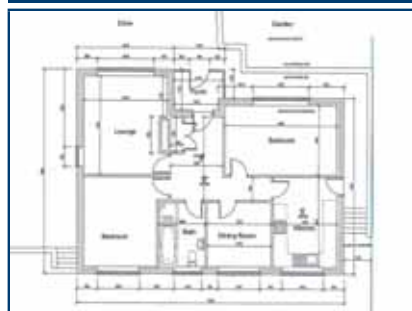
Available at www.cottons.co.uk

Viewings:

External Only.



The plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



LOT 12

Freehold Vacant Two Bedroom Terraced House

*Guide Price: £100,000 - £107,000

42 Rawlings Road, Bearwood, Smethwick, West Midlands B67 5AA

Property Description:

A traditional mid-terrace house of two-storey brick construction, surmounted by a pitched replacement tile clad roof benefiting from mostly UPVC double glazed windows, gas-fired central heating and two double bedrooms.

The property forms part of the popular Bearwood residential area, and Rawlings Road leads directly off Bearwood Road (A4030) which provides direct access to a wide range of retail amenities and services located in Bearwood Shopping Centre.

Accommodation:

Ground Floor

Front Reception Room, Lobby with Store, Rear Reception Room, Kitchen.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double) inter-communicating with Bathroom having panel bath with shower over, pedestal wash basin and wc.

Outside:

Front Walled Foregarden, shared pedestrian entry access to rear.

Rear Yard with brick stores and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 13

Freehold Retail Shop and Flat Investment

*Guide Price: £230,000 - £250,000

4 Silver Street, Kings Heath, Birmingham, West Midlands B14 7QU

Property Description:

An end of terrace retail shop with self-contained flat over of two-storey brick construction, surmounted by a pitched tile clad roof.

The property is situated to the eastern section of Silver Street, forming part of a parade of similar retail units and located directly between Lidl Supermarket, which is currently being redeveloped and Kings Heath High Street, which contains a wide range of both local and multiple retailers, generating a high level of pedestrian footflow.

The flat benefits from UPVC double glazed windows and gas-fired central heating.

Tenancy Information

Ground Floor Retail Shop: Let on a Licence trading as Household Bargains at a rental of £12,000 per annum.

Flat 4a Silver Street: Let on an Assured Shorthold Tenancy at a rental of £595 per calendar month (£7,140 per annum).

Total Rental Income: £19,140 per annum.

Accommodation:

Ground Floor

Retail Shop: 34.53 sq m (371 sq ft), Rear Passageway with roller shutter door, providing loading access: 3.58 sq m (38 sq ft), Kitchen: 4.58 sq m (49 sq ft).

First Floor

Flat 4a Silver Street

External Rear Stairs to Kitchen with range of fitted units, Shower Room with grey shower enclosure, pedestal wash basin and wc, Lounge with Double Bedroom.

Outside

Front: Paved Forecourt

Rear: Pedestrian side access to rear yard/garden and access stairs to Flat.

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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Tel 0121 247 2233

LOT 14

Freehold Vacant Possession (Take Away and Self Contained Flat)

*Guide Price: £120,000 - £130,000

547 Warwick Road, Tyseley, Birmingham, West Midlands B11 2EX

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property consists of a ground floor retail unit that is currently trading as a fast food takeaway however vacant possession will be given upon completion. The first floor contains a one bedroom self contained flat with separate access from the rear located off Reddings Lane. The property benefits from having UPVC double glazing. The property is located on the Warwick Road close to the junction with Reddings Lane.

Accommodation:

Ground Floor

Serving Area 21.2 sq.mtrs, Preparation Area 8.2 sq.mtrs, Kitchen 6.5 sq.mtrs, Store 5 sq.mtrs, WC and External Store Room 15.9 sq.mtrs

First Floor Flat

Stairs to first floor having Lounge/Kitchen, Bedroom and Shower Room with shower cubicle, wash basin and WC

Outside:

Rear Garden with the potential for off road parking

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 15

Leasehold Investment

*Guide Price: £68,000 PLUS

Flat 9 Lode Mill Court, Lode Lane, Solihull, West Midlands B92 8NR

Property Description:

A well laid out first floor flat forming part of a three storey purpose built development, set back from Lode Lane behind a mature foregarden and service road. The property benefits from electric heating and a garage (No: 17) located in an adjacent block. The property is situated close to the junction with Dove House Lane and within approximately one and a half miles distance from Solihull Town Centre. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £450 pcm (£5,400 per annum)

Ground Floor

Communal Entrance

First Floor

Lounge, Double Bedroom, Kitchen and Shower Room having shower cubicle, wash basin and WC

Outside:

Communal gardens and parking area with garage (No: 17) located in an adjacent block



Leasehold Information

Lease Term: 99 years from 29th September 1977

Ground Rent: £10

Service Charge: Refer to legal pack

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

LOT 16

By Instruction of the Joint Administrators of Calco Pubs Limited

New Aston Social Club, Aston Hall Road, Aston, Birmingham, West Midlands B6 7JU



Property Description:

A substantial detached Social Club of two-storey brick construction, with single storey extensions, set within an irregular-shaped plot, providing customer parking and in addition, includes three advertising hoardings which are sub-let.

The property provides extensive bar and function room accommodation over the ground floor serving the local densely populated residential catchment area.

The property is situated fronting Aston Hall Road which leads directly off Lichfield Road (A5127) and provides access to Aston Railway Station, Aston Expressway (A38A) and the M6 Motorway (Junction 6) and forms part of a mixed use area, containing a range of residential and commercial property and is within close proximity to Aston Villa Football Club.

Accommodation:

Ground Floor

Entrance Hall, Large Public Bar, Ladies and Gents Toilets, Lounge Bar, large Function Room with fitted seating, raised Stage Area and Two Dressing Rooms, Service Area, Commercial Kitchen with Glass Wash Area, Rear Corridor and Staff Toilet, Beer Cellar

Gross Internal Area: 616 sq m (6,630 sq ft) approx. (excluding Cellar)

First Floor

Landing with Two Offices/Storerooms, Private Flat Accommodation with Lounge, Three Bedrooms, Kitchen and Bathroom.

Outside:

Extensive Car Parking Area and Rear Yard, with access to Boiler Room.

Leasehold Information:

The majority of the site is Freehold with the exception of the area hatched red on the catalogue plan, which is Leasehold for a term of 99 years from 25th December 1981, at a current Ground Rent of £4,500 per annum, reviewed every 21 years, the next review being due on 24th December 2023.

Tenure:

The property is currently occupied and managed by staff employed by the seller and vacant possession will be provided on completion. We understand that there are three advertising hoardings on site which are sublet. Please refer to the Legal Documents for full details regarding these matters.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

By courtesy of the Club Manager
Contact Cottons - 0121 247 2233



Part Freehold/Part Leasehold Social Club with Vacant Possession
*Guide Price: £350,000 - £375,000 + VAT



LOT 17

Freehold Part Vacant - Part Investment
*Guide Price: £96,000 - £102,000

29 - 30 Temple Bar, Willenhall, West Midlands, WV13 1SQ



Property Description:

Two terraced properties of brick construction surmounted by a tiled roof directly fronting the pavement. The properties consist of a ground floor takeaway (number 30) and separate self contained residential accommodation to the ground and first floors of number 29 and first floor of number 30. The property benefits from having UPVC double glazing and gas fired central heating. The commercial element is offered for sale with vacant possession however the residential element is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500 pcm (£6,000 per annum). Temple Bar is located off both Wednesfield Road and Bloxwich Road South and is within approximately half a miles distance from the main shopping area located in Willenhall.

Accommodation:

Residential

Number 29

Ground Floor

Having Lounge, Kitchen,

First Floor (Extending over number 30)

3 bedrooms, Box Room/Store and Bathroom with panelled bath, wash basin and WC

Commercial

Number 30

Ground Floor

Having service area 27.5 mtr.sq, Kitchen and Store 27.3 mtr.sq and Storage Room

Outside:

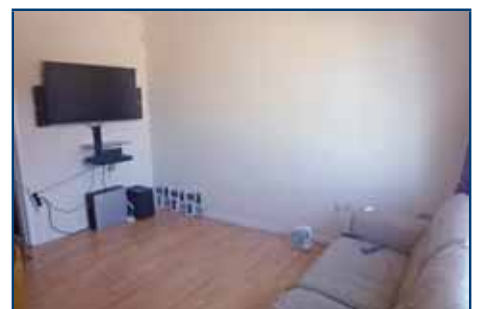
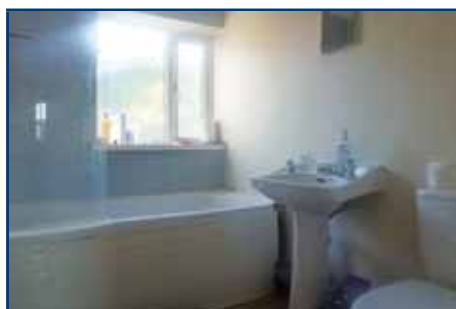
Yard Area with WC, brick built store and pedestrian side access.

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 18
Freehold Vacant Period Semi-Detached House with Six Bedrooms

*Guide Price: £330,000 - £360,000

25 Kidderminster Road, Hagley, Stourbridge, West Midlands, DY9 0PZ

Property Description:

An excellent refurbishment and renovation opportunity comprising a period built, semi-detached house of three-storey brick construction, surmounted by a pitched slate clad roof and providing extensive and well laid out accommodation, including three reception rooms, six bedrooms and off-road car parking. The property is a fine example of a Victorian family home with large light rooms, tall ceilings and deep skirting boards and is ripe for a sympathetic renovation having been largely untouched over the years and retaining many original character features. The property forms part of the popular and well-regarded commuter village of Hagley, which contains both Primary and High Schools along with a village centre, containing a range of retail amenities and services and is situated approximately 11 miles to the south west of Birmingham City Centre, 6 miles from the M5 Motorway (Junction 3) and 3 miles to the south of Stourbridge Town Centre.

Accommodation:
Ground Floor

Entrance Hall, Reception Hall with Cellar access off, comprising of one room with window. Front Reception Room, Rear Reception Room, Inner Hall with walk-in Pantry, Dining Room, Kitchen.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two/Boxroom, Bedroom Three (Double), Bathroom with panel bath, pedestal wash basin, wc, Bedroom Four (Double).

Second Floor

Stairs and Landing, Store Room, Bedroom Five (Double), Bedroom Six (Double).

Outside:

Front Forecourt parking area.

Rear Shared driveway leading to gated yard area providing secure parking, Carport and Freestanding Garage, brick stores and wc. paved yard and lawned garden.

Legal Documents:

Available via www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Note: Completion will be 6 weeks following exchange of contracts.



LOT 19

Freehold Vacant Two Bedroom Cottage *Guide Price: £100,000 - £120,000

125 Brooke Road, Oakham, Rutland LE15 6HQ

Property Description:

A traditional mid-terraced cottage of two-storey brick construction, surmounted by interlocking concrete tile clad roof providing well-laid out accommodation benefitting from UPVC double glazed windows but requiring modernisation and cosmetic improvement.

The property forms part of a row of six cottages, set back from the road behind a walled foregarden and is situated to the south west of Oakham Town Centre, close to open countryside.

Oakham is the administrative town of the County of Rutland and comprises of a quaint traditional English Market Town, having a bustling town centre containing a wide range of local and multiple retailers and is home to Rutland County Museum, Oakham Castle, Rutland Water Nature Reserve and Oakham Public School, making the town a popular destination with tourists.

Oakham lies within approximately 25 miles east of Leicester and approximately 15 miles south east of Melton Mowbray.

Accommodation:

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen.

First Floor

Stairs and Landing, Two Bedrooms, Bathroom with panel bath, wash basin and wc.

Outside:

Front: Walled foregarden.

Rear: Concrete yard with brick stores, shared pedestrian right of way and long lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

HARRY R. BARBER

PROPERTY CONSULTANT



LOT 20

Freehold Ground Rent *Guide Price: £5,000 - £6,000

Freehold Ground Rent

8 Yew Tree Hill, Droitwich, Worcestershire WR9 7QQ

Property Description:

The Freehold Ground Rent secured on a modern semi-detached house forming part of an established residential estate, located off Primslad Way, within two miles to the south of Droitwich Town Centre.

The property is subject to a lease term of 99 years from 29th September 1969 (51 years unexpired) at a current ground rent of £75 per annum, rising to £100 per annum in 2035.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 21
Freehold Vacant Three Bedroom House

*Guide Price: £68,000 - £78,000

120 Wenlock Gardens, Walsall, West Midlands WS3 1TA
Property Description:

A two-storey, semi-detached house, surmounted by pitched tile clad roof, set back from the road behind a lawned foregarden and paved hardstanding, benefitting from UPVC double glazed windows and external doors, gas-fired central heating and presentable, well-laid out accommodation which includes three bedrooms.

The property forms part of an established residential estate and Wenlock Gardens leads off Dartmouth Close and is located one third of a mile from Bloxwich Road (B4210) which provides access to both Bloxwich Town Centre, approximately one mile to the north and Walsall Town centre, being approximately one mile to the south.

Accommodation:
Ground Floor

Reception Hall with walk-in cloak cupboard, Cloakroom with wc and wash basin, Kitchen with range of modern fitted units, Through Lounge/Dining Room.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Bathroom with panel bath, pedestal wash basin, wc.

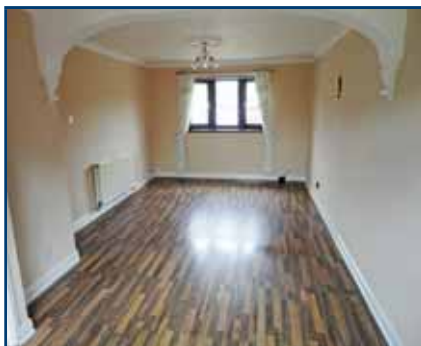
Outside:

Front: Part lawned foregarden with block-paved hardstanding

Rear: Paved patio with brick store and lawned garden.

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233


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domalley@cottons.co.uk

Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL
www.cottons.co.uk



LOT 22

Freehold Land with Potential
*Guide Price: £20,000 - £25,000

By Instruction of Coventry City Council

Land at Union Place (off Sydnall Road), Longford, Coventry, West Midlands CV6 6BW

Property Description:

A parcel of Freehold land, roughly rectangular in shape, and extending to an area of 0.15 acres (607 sq m).

The land is situated directly fronting Union Place being a non-adopted highway, which leads off Sydnall Road, adjacent to Coventry Canal and which in turn leads off Bedworth Road.

The land is conveniently within approximately one mile distance from the M6 Motorway (Junction 3) and approximately three miles to the north of Coventry City Centre.

Planning Policy Comments:

The land appears to be an overgrown previously developed site, situated within a predominantly residential area. It is located between residential dwellings, which are situated to the east and west of the site and to the north and south by community uses.

The site may be suitable for a variety of uses, subject to obtaining planning permission.

It is advised that interested parties should contact the Local Planning Authority at Coventry City Council for advice on potential uses of the land, prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.

LOT 23

Freehold Land with Potential
*Guide Price: £50,000 - £55,000

By Instruction of Coventry City Council

Land Fronting Aldermans Green Road, Coventry, West Midlands CV2 1PD

Property Description:

A parcel of Freehold land, directly fronting Aldermans Green Road, being rectangular in shape and extending to an area of approximately 0.156 acres (631 sq m).

The land is situated virtually opposite the junction with Jackers Road, to the northern section of Aldermans Green Road, forming part of a residential area but close to open countryside and abutting Wyken Slough Nature Reserve to the rear.

It is advised that interested parties should contact the Local Planning Authority at Coventry City Council for advice on potential uses of the land, prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Planning Policy Comments

The site sits within the SHLAA (Strategic Housing Land Availability Assessment), as part of a short listed site. Any development proposals would need to ensure appropriate design and setting in relation to this area.



The plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



LOT 24

Freehold Vacant Land with Potential

*Guide Price: £30,000 - £35,000

By Instruction of Coventry City Council

Former Car Park, Red Lane, Coventry, West Midlands CV6 5EQ

Property Description:

Parcel of Freehold land comprising of a former car park, extending to an area of 0.177 acres (716 sq m) and accessed directly off Red Lane, by way of a secure gated driveway which leads between Nos. 94 and 96 Red Lane.

The site comprises of a tarmacadamed car park, forming part of an established mixed use area, containing a variety of traditional residential properties and commercial/industrial buildings.

Properties to the front of the land off Red Lane will continue to enjoy pedestrian access to the rear of their properties, however vehicular access has ceased as the land is now gated.

Red Lane leads directly off Stoney Stanton Road (B4109) and is located approximately one mile to the north east of Coventry City Centre.



Planning Policy Comments

The site may be suitable for a variety of uses, subject to obtaining planning permission.

It is advised that interested parties should contact the Local Planning Authority at Coventry City Council for advice on potential uses of the land, prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



LOT 25

Freehold Vacant Possession

*Guide Price: £129,000 - £139,000

292 Alum Rock Road, Alum Rock, Birmingham, West Midlands B8 3DD

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a tarmacadamed covered forecourt. The property is vacant and has previously been used as offices to the ground and first floors. The property may be suitable for a variety of uses however it is recommended that all interested parties contact Birmingham City Council to discuss any proposals prior to bidding. The property benefits from having gas fired central heating. The property is located on Alum Rock Road in between the junctions of Langton Road and Naseby Road

Accommodation:

Ground Floor

Reception Area 6.29 sq.mtrs (67.7 Sq.ft),
 Main Office 21.06 sq.mtrs (226.68 sq.ft),
 Inner Lobby,
 Kitchen 5.86 sq.mtrs (63.07 sq.ft)
 Toilet Area with WC and wash basin,
 Stairs to

Second Floor

Room 1, 12.72 sq.mtrs (136.91 sq.ft),
 Room 2, (intercommunicating with Room 1)
 12.91 sq.mtrs (138.96 sq.ft),

WC with wash basin and low level WC,
 Room 3, 7.09 sq.mtrs (76.31 sq.ft)

Outside:

Front Tarmacadamed covered forecourt

Rear Garden

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 26

Freehold Investment
*Guide Price: £58,000 - £63,000

99 Smith Street, Coventry, West Midlands CV6 5EH

Property Description:

A traditional mid-terraced house of two-storey brick construction, surmounted by a pitched inter-locking tile clad roof and benefitting from UPVC double glazed windows and external doors, gas-fired central heating and two double bedrooms.

Smith Street leads directly off Red Lane which in turn leads off Stoney Stanton Road (B4109) and the property is within less than one mile distance to the north east of Coventry City Centre.

The property is currently let on an Assured Shorthold Tenancy Agreement until 16th April 2018, at a rental of £395 per calendar month (£4,740 per annum).

Accommodation:

Ground Floor

Front Reception Room, Dining Kitchen with range of modern fitted units, including built-in oven, hob and extractor, built-in store cupboard, Rear Entrance Hall, Bathroom with panel bath, having shower attachment, pedestal wash basin, wc.

First Floor

Stairs and Landing, Two Double Bedrooms.

Outside:

Front/ Small foregarden.

Rear: Enclosed paved yard, shared pedestrian right of way and a separate garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 27
Long Leasehold (109 years unexpired) Commercial Investment
 *Guide Price: £290,000 - £315,000 PLUS VAT

Ground Floor Premises, Watermarque Building, 100 Browning Street, Birmingham, B16 8EH

Property Description:

The property comprises a pair of ground floor commercial units forming part of a modern, purpose-built, multi-storey block of apartments occupying an attractive canal-side setting on the fringe of Brindley Place and approximately one mile west of Birmingham City Centre.

The premises are thought to have originally comprised a single, larger-style unit which has been split or divided to form two separate self-contained units. The two units are both let by way of Occupational Underleases to a Licensed Café and Health and Fitness Studio. The property is therefore likely to be of interest primarily to private investors

Tenancy Details

The premises are fully let and currently produce a Rental Income of £32,772 per annum, exclusive, plus VAT rising to £36,870 per annum, exclusive, plus VAT by virtue of fixed escalations in rent contained within the Underlease documentation

Further brief details of the two Underleases are set out below

Café/Bar

The Café/Bar premises are let to Pallister (UK) Limited by virtue of an occupational Underlease for a term of 10 years commencing 24th May 2015 at a current rent of £17,772 per annum, exclusive, plus VAT increasing annually over the unexpired Lease Term, rising to £18,410 per annum, exclusive, plus VAT on 24th May 2017 and ultimately to £21,870 per annum, exclusive, plus VAT on 24th May 2024 for the final year of the Lease.

Fitness Studio

The Health and Fitness Studio is let by way of an Occupational Underlease to Inochi Wellness Limited for a Term of 5 years, commencing 26th July 2013 at a current rent of £15,000 per annum, exclusive, plus VAT. The Underlease is contracted outside the Tenant's Security of Tenure Provisions contained within the Landlord and Tenant Act.

Accommodation

Based on the Rating Valuation prepared by the Valuation Office Agency, we set out brief details of the accommodation, as follows:

Vibro Suite and Gym

193.7 sq.mtrs (2085 sq.ft)

Juju's Cafe

148.7 sq.mtrs (1601 sq.ft)

Total Accommodation

342.4 sq.mtrs (3686 sq.ft)

Title Information

We are instructed to offer the Headleasehold Interest which was granted for a term of 125 years (less 5 days) commencing 24th June 2001 so that the Term expires 18th June 2126.

The Lease therefore currently has an unexpired Term of approximately 109 years and the ground rent is set at one peppercorn throughout the Lease Term.



Legal Documents: Available at www.cottons.co.uk

We strongly recommend that all interested parties study the Headlease and Occupational Underleases carefully, along with the other legal documents contained within the legal pack.

Viewings: Via Cottons – 0121 247 2233



LOT 28

Freehold Vacant Possession

*Guide Price: £78,000 - £84,000

418 Littleworth Road, Cannock, Staffordshire WS12 1JB

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating and further benefits from the potential for off road parking accessed via a service road. Littleworth Road is located off Cannock Wood Street.

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen and Bathroom having bath, wash basin and WC

First Floor

Landing, Three Bedrooms

Outside:

Front Walled foregarden

Rear Lawned garden with potential off road parking, accessed via a service road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 29

Freehold Vacant Commercial and Residential Property

*Guide Price: £118,000 - £128,000

33 High Street, Stourport-on-Severn, Worcestershire DY13 8BE

Property Description:

A Grade II Listed, three storey premises predominantly located on the High Street of brick construction surmounted by a tiled roof and directly fronting the pavement. The property comprises of a ground floor commercial premises and a separate self contained two bedroom flat to the first and second floors having separate access off York Street. Both the commercial and residential element benefit from having gas fired central heating. The property is situated on the busy Stourport High Street which contains a wide range of multiple and local retailers serving both the surrounding and predominantly residential catchment area along with a large number of tourists visiting the town and its associated waterways which include the River Severn, the River Stour and both the Staffordshire and Worcestershire Canals.

Accommodation:

Ground Floor Commercial Unit

Shop Frontage/Retail Area approximately 23 sq.mtrs (247sq.ft), Inner Corridor, Rear Office approximately 11.5 sq.mtrs (125sq.ft), Store Room approximately 3.7 sq.mtrs (40sq.ft), WC and washbasin

Basement

Room 1 approximately 23.5 sq.mtrs (252sq.ft),

Room 2 approximately 15.41 sq.mtrs (165sq.ft)

First and Second Floor Flat

(Accessed off York Street)

First Floor

Entrance Hallway, Kitchen, Lounge, Shower Room with shower cubicle, wash basin and WC, Stairs to

Second Floor

Having Two Bedrooms

Outside

Small yard area with pedestrian access off York street.

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 30
Long Leasehold Modern Sports & Social Club with Vacant Possession

*Guide Price: £180,000 - £200,000 + VAT

By Instruction of the Joint Administrators of Calco Pubs Limited
Sedgemere Sports & Social Club, 21 - 25 Sedgemere Road, Yardley, Birmingham, B26 2AX

Property Description:

A detached, modern Sports and Social Club of part single-storey construction, providing extensive Social Club and function room accommodation and part two-storey construction, with private living accommodation to the first floor.

The property is of predominantly brick construction with a profile clad pitched roof and occupies an 'L' shaped site, with grassed area fronting the Club and extending along Sedgemere Road.

The property is contained within the same sports complex as the Power League football centre being located directly off Sedgemere Road and forming part of a densely populated suburban area, located approximately 6 miles to the east of Birmingham City Centre.

Accommodation:
Ground Floor

Reception Hall, Central Bar, Two Separate Function Rooms, each with servery and dance floor, Commercial Kitchen, Store, Office with Ladies and Gents toilets, Chilled Beer store, Separate Self-Contained Office Suite, with Central Office, Three Separate Offices, Kitchenette and Toilets.

Net Internal Area: 441.4sq.mtrs (4,751sq.ft).

Dimensions obtained from Valuation Office Agency (VOA) website.

First Floor

Residential accommodation comprising Lounge, Kitchen, Bedroom One (Double), Bedroom Two (Single) and Bathroom.

Outside:

Patio area with smoking shelter and an 'L' shaped, grassed area fronting the Club and extending along Sedgemere Road.

Total Site Area: 1.35 acres (0.54 hectares) approx.


Leasehold Information:

Lease Term: 125 years from 27th January 1994.

Ground Rent: Currently £3,500 per annum

Tenure:

The property is currently occupied and managed by staff employed by the seller and vacant possession will be provided on completion. Please refer to the Legal Documents for full details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

By courtesy of the Club Manager

Contact Cottons - 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.

LOT 31

Freehold Buildings with Redevelopment Potential

*Guide Price: £75,000 PLUS

By Instruction of the Joint LPA Receivers

2 Lady Lane, Longford, Coventry, West Midlands CV6 6AZ

Property Description:

A traditional built property, of part two-storey brick construction, with rendered elevations and a pitched tile clad roof, and part single-storey, with brick elevations and pitched tile clad roof.

The property occupies a site, roughly rectangular in shape, with total site area extending to approximately 374 sq mtrs and providing off-road car parking.

The property is situated directly fronting the road, opposite the junction with The Croft and Lady Lane leads directly off Longford Road (B4113), and forms part of a predominantly residential area, located approximately three miles north of Coventry City Centre and approximately one mile from the M6 Motorway (Junction 3).

Planning

The property may be suitable for a variety of uses or redevelopment and all interested parties should consult with the Planning Department at Coventry City Council, prior to bidding to discuss their proposals for the site.

Accommodation

The accommodation has not been inspected and neither will access be provided during the marketing of this property.

All interested parties must make their own enquiries regarding accommodation and the successful bidder will be responsible to obtain access to the premises following completion.

Legal Documents:

Available at www.cottons.co.uk


Viewings:

External Only.



--- Legal Documents Online ---



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LOT 32
Freehold Vacant Possession (Four Bedroom House)

*Guide Price: £105,000 - £115,000

15 Douglass Road, Dudley, West Midlands DY2 8NF
Property Description:

A four bedroom property occupying a corner position set back from the road behind a walled foregarden and driveway allowing for off road parking. The property is of brick construction and surmounted by a tiled roof. The property benefits from having UPVC double glazing and gas fired central heating. Douglas Road is located off both Rollason Road and Paradise which is found off Prospect Row

Accommodation:
Ground Floor

Entrance Hallway, Kitchen/Diner, Lounge, Dining Room and Bathroom having panelled bath, wash basin and WC, Stairs to

First Floor

Four bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

Walled garden to the front, side and rear and gated driveway allowing for off road parking

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 33

Freehold Members Club Premises with Vacant Possession

*Guide Price: £150,000 - £165,000 + VAT

By Instruction of the Joint Administrators of Calco Pubs Limited

Bromford Bridge Members Club, Bromford Drive, Birmingham, West Midlands, B36 8TY



Property Description:

A Licenced premises attached to a parade of neighbourhood shops and of part two and part single storey construction having bar and ancillary accommodation to the ground floor and private living accommodation to the first floor.

The property is situated at the junction of Bromford Drive and Cameronian Croft, forming part of the densely populated Bromford Estate and located approximately 4 miles to the north east of Birmingham City Centre.

Accommodation:

Ground Floor

Main entrance with Ladies and Gents toilets, Public Bar, Lounge with Bar and potential function use, Kitchen, Staff Toilet, Store with access to Private Yard, Beer Cellar.

Gross Internal Area:

Ground Floor: 352 sq m (3,789 sq ft) approx. (including Beer Cellar)

First Floor

Private living accommodation with Lounge, Kitchen, Office, Three Double Bedrooms, Bathroom and separate wc.

Tenure:

The property is currently occupied and managed by staff employed by the seller and vacant possession will be provided on completion. Please refer to the Legal Documents for full details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

By courtesy of the Club Manager
Contact Cottons - 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.

LOT 34**Freehold Residential Part Vacant/Investment (Two Self Contained Flats)**

*Guide Price: £110,000 - £116,000

39 Coldbath Road, Moseley, Birmingham, West Midlands, B13 0AG**Property Description:**

An end terraced property of rendered brick construction set back from the road behind a walled foregarden. The property has been formally converted to provide two separate self-contained one bedroomed flats. Both flats benefit from having UPVC double glazing and gas fired central heating. The ground floor flat has recently become vacant and has been refurbished throughout and has previously been let at a rental of £525 pcm. The first floor flat is currently let at £425 pcm a schedule of tenancies are detailed below. The property is located on Coldbath Road (B4146) adjacent to the junction of Milbrook Gardens

Schedule of Tenancies

Ground Floor Flat : Vacant (previously let at £525 pcm (£6,300 per annum)

First Floor Flat : Let on an Assured Shorthold Tenancy at £425 pcm (£5,100 per annum)

Total Rental £5,100 per annum

Total Rental when fully let £11,400 per annum

Accommodation**Ground Floor Flat**

Kitchen/Diner, Lounge, Bedroom, Bathroom having corner bath, wash basin and WC, brick built store

First Floor Flat

Accessed via stairs to the rear having Entrance Hallway, Bathroom having panelled bath, wash basin and WC, Kitchen, Lounge and Bedroom and Roof Terrace

Outside:

Allocated parking space located in Milbrook Gardens

Concrete built store

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 35

Freehold Vacant Three Bedroom Semi-Detached House

*Guide Price: £69,000 - £79,000

4 Brindley Avenue, Ashmore Park, Wednesfield, Wolverhampton, WV11 2PB

Property Description:

A semi-detached house of two-storey brick construction, surmounted by a pitched tile clad roof, set back from the road behind a lawned foregarden, benefitting from double glazed windows, gas-fired central heating and well-laid out accommodation which includes three bedrooms but requires modernisation and improvement.

The property forms part of an established and popular residential estate known as Ashmore Park and Brindley Avenue leads off Snape Road. The property is located approximately five miles to the north east of Wolverhampton City Centre, three miles to the west of Bloxwich Town Centre.

Accommodation:

Ground Floor

Enclosed Porch, Reception Hall, Lounge, Dining Room, Kitchen, Side Lobby/Utility Area.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Bathroom with corner suite having panel bath with shower over, pedestal wash basin and wc.

Outside:

Front Lawned foregarden.

Rear Paved patio and garden.

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 36
Freehold Prominent Retail Investment Producing £22,900 p.a. (plus VAT)
 *Guide Price: £200,000 - £220,000 plus VAT

2198 Coventry Road & I Sheaf Lane, Sheldon, Birmingham, West Midlands, B26 3JH

Property Description:

A double-fronted retail premises of two-storey brick construction, surmounted by a pitched tile clad roof and predominantly located wrapped around the corner of Coventry Road and Sheaf Lane. The property forms part of Sheldon Shopping Centre, containing a variety of multiple and local retailers and is situated at a busy traffic junction on Coventry Road which comprises one of the busiest arterial roads in Birmingham, linking the City Centre with Birmingham Airport, the NEC and the M42 Motorway (Junction 6).

The property is currently arranged as retail shop known as 2198 Coventry Road, which trades as The Phone Giant, selling mobile phones and accessories, 2198A Coventry Road which comprises a first floor suite of rooms with separate access directly off Coventry Road, and previously trading as a hairdressing and nail salon but with potential for other uses, including conversion to a residential flat and I Sheaf Lane, which comprises of a ground floor retail shop, currently occupied by an Electrician but previously trading as a café and sandwich bar.

Tenancy Information

2198 and 2198A Coventry Road, trading as The Phone Giant, let on a lease for a term of 6 years from 24th April 2015, at a current rental of £16,900 per annum, plus VAT, with a rent review due in 2018, based on Retail Price Index.

I Sheaf Lane, Sheldon, currently trading as an electricians, on a lease for a term of 6 years from 25th March 2005 with the current tenant holding over and paying a rent of £6,000 per annum.

Total rental income - £22,900 per annum, plus VAT.

Accommodation
2198 Coventry Road
Ground Floor

Retail Shop: 27.3 sq m (293 sq ft) with electric roller shutter protection.

2198A Coventry Road

Private access directly off Coventry Road to shared Hall.

First Floor

Stairs and Landing, Room One: 18.84 sq m (202 sq ft), Room Two: 8.12 sq m (87 sq ft), Separate Office: 12.01 sq m (129 sq ft), Kitchen: 5.47 sq m (59 sq ft), Toilet with wc and wash basin.

I Sheaf Lane
Ground Floor

Lock up Retail Shop/Café Premises with rear Kitchen area (not inspected).

Outside:

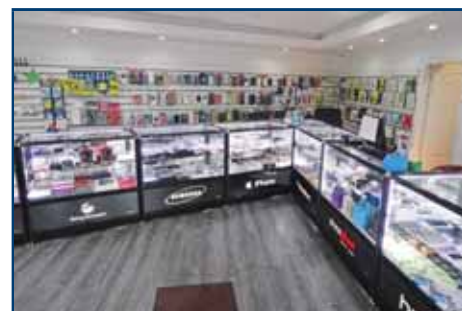
Shared right of way to rear fire access.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 37

By Instruction of the Joint Administrators of Calco Pubs Limited
The Pavillion, Meriden Drive, Birmingham, West Midlands B37 6BX



Property Description:

An established Members & Sports Club comprising a detached single storey building being dual height in parts, under a part-pitched roof and providing well laid out accommodation.

set within a site extending to approximately 8 acres which includes a separate block of changing rooms, large area of open playing fields and football pitches, separate enclosure with artificial football pitch and a full-size bowling green.

The Social Club is accessed off Meriden Drive set back behind a large tarmac car park, forming part of a predominantly residential area and Meriden Drive leads via Fordbridge Road, off Cooks Lane, which in turn leads off Chester Road (B4114).

Accommodation:

Ground Floor

Entrance Lobby and Hallway to Bar Area, Snooker Room, Lounge Bar, Split level Function Room with Bar Service Area, small Commercial Kitchen, Beer Store, two sets of Ladies and Gents Toilets and separate Disabled Toilet.

Outside:

Sports Changing Rooms with Toilets, Bowls Club Area, Customer Terrace, Playing Fields with Sports Pitches, Artificial Football Pitch, Bowling Green and Car Parking.

Leasehold Information:

Lease Term: 99 years from 13th September 2001.
Ground Rent: Currently £8,000 per annum increasing on 13th September 2028 to £10,000 per annum until 12th September 2033 and rising thereafter at a rate of 2% per annum for the remainder of the term.

Tenure:

The property is currently occupied and managed by staff employed by the seller and vacant possession will be provided on completion. Please refer to the Legal Documents for full details. We understand that various clubs and organisations use the sports pitches and facilities and all bidders should make their own enquiries prior to bidding in respect of any existing arrangements.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

By courtesy of the Club Manager.
Contact Cottons - 0121 247 2233



Long Leasehold Members & Sports Club with Vacant Possession
*Guide Price: £180,000 - £200,000+VAT



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



LOT 38

Freehold Residential Development Land extending to 0.95 acres
*Guide Price: £340,000 - £370,000

Land on the South & North West of Lane Street & 62 Ash Street, Bradley, Bilston, Wolverhampton, WV14 8UP



Property Description:

A residential development opportunity comprising of two separate parcels of land situated to the north and south of Lane Street located off Ash Street and forming part of a mixed residential and industrial area. The parcel to the north extends to an area of 0.57 acres (0.23 hectares) and the parcel to the south extends to an area of 0.38 acres (0.153 hectares).

Both parcels are prominently situated with significant road frontage and are located approximately one mile to the south of Bilston Town Centre and approximately three miles to the south east of Wolverhampton City Centre.

Planning:

Application for planning consent (Reference 16/00812/OUT) was submitted to Wolverhampton City Council on 20th July 2016 for residential development of both sites and outline permission was granted, subject to conditions and in summary it was stated that the principal of residential

development was acceptable at this location and the proposed access arrangements were appropriate. It was noted the site to the north of Lane Street was located nearby to commercial development and therefore part of the site may not be considered a suitable position to locate dwellings.

A copy of the Planning Documents and Ground Investigation Reports are available for inspection at the Auctioneers offices.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



LOT 39
Leasehold Vacant Three Bedroom Flat

*Guide Price: £58,000 - £66,000

Flat 5, 81 Rilstone Road, Birmingham, West Midlands B32 2NT
Property Description:

A well laid out second floor flat forming part of a three storey purpose built development set back from Rilstone Road behind communal lawned gardens. The property benefits from having UPVC double glazing, gas fired central heating, three bedrooms and an allocated garden area. Rilstone Road is located off Selcroft Avenue and Wisley Way

Accommodation:
Ground Floor:

Communal Entrance with secure door entry system and stairs

Second Floor:

Entrance Hallway, Store, Kitchen, Lounge (with access to balcony area),

Three Bedrooms and Bathroom having panelled bath with electric shower over, wash basin, Separate WC

Outside:

Front: Communal Gardens

Rear: Allocated garden area

Leasehold Information

Term 125 years from 16 September 2002

Ground Rent Refer to legal pack

Service Charge Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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If you need any help please contact the Auction Team Tel 0121 247 2233

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LOT 40

Freehold Land including Three Garage Forecourts
*Guide Price: £500 PLUS

AMENDED CATALOGUE DETAILS

Land including Three Garage Forecourts off, Springs Avenue, Woodrow Close & Bourne Avenue, Catshill, Bromsgrove, Worcestershire, B61 0NU



ACCESS ADJ. 62 SPRINGS AVENUE



FORECOURT OFF SPRINGS AVENUE



ACCESS ADJ 24 BOURNE AVENUE

Property Description:

Three parcels of land, comprising of driveways and forecourts, providing access to garage blocks (not included in the sale), located in Springs Avenue (access adjacent to No. 62), Woodrow Close (access adjacent to No. 1) and Bourne Avenue (access adjacent to No. 24) along with various pathways.

All interested parties should refer to the Title Plan contained in the Legal Pack for confirmation of the land parcels being offered for sale.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Note: The original marketing details included a single garage located on Springs Avenue which is NOT included in the sale of this lot. This had been duplicated by the Land Registry and was incorrectly included in the Sellers title.

The postcode B61 0NU relates to Springs Avenue and for identification only.



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LOT 41

By Instruction of the Joint LPA Receivers

Units 14, 16, 18 & 20, Cemetery Road, Willenhall, West Midlands WV13 1TE



Property Description:

A range of commercial buildings occupying a rectangular-shaped site, prominently situated at the junction of Cemetery Road and Villiers Street and made up of three separate Land Registry Titles, with a total combined area extending to approximately 0.61 acres (0.25 hectares).

The property comprises of Unit 14 Cemetery Road, being a portal-framed industrial/workshop unit, set back behind a forecourt parking and storage area, secured with a vehicular gated palisade fence. Unit 16 Cemetery Road comprises of a two-storey traditional built former residential property with vehicular access to a gated yard and two-storey workshop to the rear. 18 and 20 Cemetery Road comprise of a two-storey traditional built 'L' shaped workshop unit with gated vehicular access off Villiers Street with internal storage yard and the front section has most recently been used as a Club and Bar known as Alcatraz Rock Club.

The property may offer some future redevelopment potential and all interested parties should contact the Local Planning Department at Walsall Council, prior to bidding to discuss their proposals.

Tenancy Information

The entire property is currently let on a lease for a term of 5 years from 31st August 2015 at a rental of £26,400 per annum on full repairing and insuring terms.

Accommodation

With the exception of Unit 14 (which we have inspected), we have been unable to inspect internally Units 16, 18 & 20 and have relied on accommodation details and floor areas (where available) from the Valuation Office Agency (VOA) website www.voa.gov.uk

Unit 14 Cemetery Road: Inspected Workshop/Industrial Unit: 319.8 sq m (3,442 sq ft) with roller shutter access and internal toilet and office accommodation.

Unit 16 Cemetery Road: Not inspected. No information available on VOA

Unit R/O 16 Cemetery Road: Not inspected. Ground Floor: Internal Storage, Warehouse, Staff Toilets.

First Floor: Storage.
Gross Internal Area: 194.53sq.mtrs (2,093sq.ft)

Unit 18 & 20 Cemetery Road: Not inspected. Ground Floor: Foyer, Beer Store, Internal Storage. First Floor: Bar Room, Club Room, Internal Storage, Toilets.
Net Internal Area: 281.2sq.mtrs (3,026sq.ft)

Unit R/O 20 Cemetery Road: Not inspected. Ground Floor: Storage
Gross Internal Area: 45.11sq.mtrs (485sq.ft)

Outside:

Yard areas providing external storage and parking.

Total Site Area: 0.61 acres (0.25 hectares) approx.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Freehold Commercial Investment
*Guide Price: £180,000 - £200,000



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LOT 42
Freehold Part Vacant/Investment, Cafe, Flat, Garage and Yard
 *Guide Price: £135,000 - £145,000

504 Slade Road, Erdington, Birmingham, West Midlands, B23 7JH

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a fenced forecourt. The property consists of a ground floor café, a separate self contained three bedroom flat located to the first and second floors, a garage/workshop and yard area. The café, garage and yard will be sold with vacant possession (the café is currently trading however vacant possession will be given on completion). The flat is let on an Assured Shorthold Tenancy producing a rental of £475 pcm (£5,700 per annum). We understand from the Vendor that the garage/workshop has previously been rented at £100 pcm (£1,200 per annum). The property is located on the corner of Slade Road and Stockland Road and is in close vicinity to the crossroads between Streetly Road and Reservoir Road

Accommodation:
Ground Floor

Café, serving and seating area 43.24 sq.mtrs, Kitchen 18.94 sq.mtrs, Inner Lobby with WC and wash basin

First Floor

Residential Flat accessed off Stockland Road. Stairs to first floor having Lounge, Kitchen, 2 Bedrooms (one currently being used as a dining room), Bathroom with panelled bath, wash basin with separate WC, Stairs to

Second Floor

Bedroom 3

Outside:

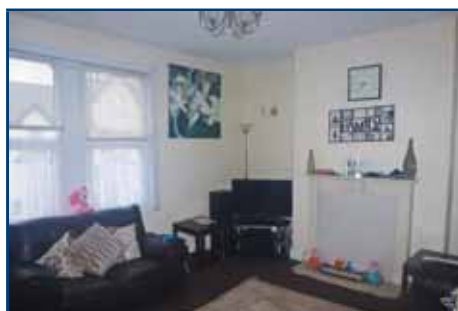
Rear Small yard area, garage/workshop with separate access off Stockland Road and a further gated yard area again separately accessed from Stockland Road.

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



The plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



LOT 43

Freehold Vacant Three Bedroom Semi Detached House

*Guide Price: £145,000 PLUS

40 Egginton Road, Hall Green, Birmingham, West Midlands B28 0LZ

Property Description:

A traditional two storey semi detached house of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and driveway.

The property benefits from mostly double glazed windows, gas fired central heating, three bedrooms and garage but requires modernisation and improvement throughout and in addition may provide scope for a side extension over the existing garage (subject to planning and building regulations).

Egginton Road forms part of a popular residential area and runs directly between Tixall Road and Kedleston Road the latter leading off Robin Hood Lane which in turn leads of Stratford Road (A34) providing access to wide range of local retail amenities and services.

Accommodation:

Ground Floor

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen.

First Floor

Stairs and Landing, Bedroom One (Double),

Bedroom Two (Double), Bedroom Three (Single), Bathroom with bath, wash basin and separate WC.

Outside:

Front Lawned foregarden with driveway leading to garage

Rear Garden

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 44

Freehold Vacant Three Bedroom Semi-Detached House

*Guide Price: £80,000 PLUS

72 Princess Street, Burntwood, Staffordshire WS7 1JN

Property Description:

A traditional semi-detached house of two-storey brick construction, surmounted by a pitched tile clad roof, situated directly fronting the pavement, providing well laid out accommodation but requiring modernisation and improvement throughout.

The property forms part of an established and predominantly residential area and Princess Street is located off Cannock Road and the property is conveniently located within approximately one mile from Chasewater Country Park and two and a half miles from the M6 Toll Motorway (Junction T6).

Accommodation:

Ground Floor

Front Reception Room, Rear Reception

Room, Kitchen, Utility Room, Wet Room with shower, wash basin and wc.

First Floor

Stairs and Landing, Three Bedrooms, (Bedroom Two intercommunicating)

Outside

Rear: Partly covered paved yard area with right of way over side access, freestanding garage and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 45
Freehold Public House with Vacant Possession

*Guide Price: £125,000 - £150,000 + VAT

By Instruction of the Joint Administrators of Calco Pubs Limited
The Talbot Public House, 26 High Street, Dawley, Telford, Shropshire, TF4 2EX

Property Description:

A prominently located Public House of brick construction, surmounted by a pitched slate clad roof, situated directly fronting High Street, within Dawley Town Centre.

The property provides well-laid out public areas to the ground floor, ancillary basement accommodation and sizeable living accommodation to the first and second floors, which includes four bedrooms. In addition, the property benefits from vehicular access and car parking at the rear, located off Meadow Road.

The property benefits from part-UPVC double glazed windows and gas-fired central heating. High Street contains a wide range of local amenities and services and is located approximately three miles to the south of Telford Town Centre and two and a half miles from Junction 6 of the M54 Motorway.

Accommodation:
Ground Floor

Entrance Hall, Public Bar: 58.04 sq m (624 sq ft), Pool Room: 27.29 sq m (293 sq ft), Lobby with Store, Ladies and Gents Toilets, Office/Kitchen: 6.08 sq m (65 sq ft), Rear Entrance Hall with Cellar Access, Cellar: 3 Rooms: 70.31 sq m (756 sq ft)

Living Accommodation

Entrance Hall with both internal and external access doors.

First Floor

Stairs and Landing, Bedroom One (Double), Storeroom, Bedroom Two (Large Double),

Bedroom Three (Double), Lounge, Inner Hall, Dining Room opening to Kitchen, Utility Room, Bathroom with panel bath, pedestal wash basin, wc.

Second Floor

Stairs and Landing Room, Bedroom Four (Double)

Outside:

Rear Tarmac car parking area/Beer Garden with vehicular gated access from Meadow Road.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 46

Freehold Vacant Industrial Unit with Yard

*Guide Price: £30,000 - £37,000

33 Darkhouse Lane, Coseley, West Midlands WV14 8XH

Property Description:

A useful workshop/industrial unit of single storey brick construction, surmounted by a pitched profile clad roof with ancillary office/washroom accommodation occupying an 'L Shaped' plot extending to a total site area of 221.65sq.mtrs approx..

The property was previously used for a meat processing operation and is set back behind a useful forecourt storage yard/car parking area.

Darkhouse Lane contains a range of industrial premises and leads off Havacre Lane, which in turn leads of Gough Road at the junction adjacent to Coseley Railway Station.

Accommodation:

Industrial Unit: 45.14 sq m (485 sq ft) with roller shutter protection.

Office/Washroom: 8.0 sq m (86 sq ft) with separate toilet.

Outside:

Wide forecourt parking/storage area and small brick store.

Note: the yard to the side of the unit is not included within the title and excluded from the sale. Please refer to the Legal Documents for confirmation of the exact site boundaries.



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.

LOT 47

Freehold Vacant Three Bedroom House

*Guide Price: £70,000 - £77,000

53 Hawkesyard Road, Erdington, Birmingham, West Midlands B24 8LP

Property Description:

A semi-detached house of two storey brick construction surmounted by a hipped tile clad roof benefiting from three bedrooms, gas fired central heating and mostly UPVC double glazed windows but requiring some cosmetic improvement. Hawkesyard Road leads directly off Tyburn Road (A38) and the property is conveniently located within half a mile distance from the M6 Motorway (Junction 6) and approximately one mile to the south of Erdington Shopping Centre.

Accommodation:

Ground Floor

UPVC double glazed porch, Entrance Hall, Lounge, Full Width Kitchen/Dining Room with range of modern fitted units.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Bathroom with panelled bath having shower over, wash basin and WC

Outside:

Front Lawned garden

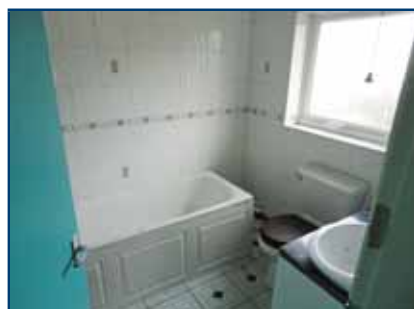
Rear Pedestrian side access to paved yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



HARRY R. BARBER

PROPERTY CONSULTANT

LOT 48
Freehold Vacant Three Bedroom House

*Guide Price: £59,000 - £69,000

74 Victoria Road, Wednesfield, Wolverhampton, West Midlands WV11 1RZ
Property Description:

A traditional end terrace house of two-storey brick construction, surmounted by a pitched tile clad roof, set back from the road behind a small walled foregarden, providing well laid out accommodation which includes three bedrooms and benefitting from gas-fired central heating.

Victoria Road forms part of a predominantly residential area and is located approximately two miles east of Wolverhampton City Centre and within approximately a third of a mile distance from New Cross Hospital, providing potential investment opportunities.

Accommodation:
Ground Floor

Reception Hall, Front Reception Room,

Rear Reception Room, Kitchen, Lobby and Toilet.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single) intercommunicating with Bathroom.

Outside:

Front: Walled Foregarden

Rear: Enclosed Patio and Garden with shared pedestrian access.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233


LOT 49
Freehold Vacant Possession

*Guide Price: £64,000 - £68,000

43 Barrs Road, Cradley Heath, West Midlands B64 7HG
Property Description:

A end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Barrs Road close to the junction with Corngreaves Road

First Floor

Having Two Double Bedrooms

Outside:

Front Walled foregarden

Rear Garden

Legal Documents – Available at www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233

Accommodation:
Ground Floor

Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having panelled bath, wash basin and WC, Rear Utility Room housing sink unit and combination boiler, Stairs to



LOT 50

Freehold Vacant Town Centre Retail Shop *Guide Price: £50,000 - PLUS

115 High Street, Brierley Hill, West Midlands DY5 3AU

Property Description:

A mid terraced retail shop of brick construction surmounted by a pitched tile clad roof, situated directly fronting High Street and forming part of the busy Brierley Hill Town Centre containing a wide range of both multiple and local retailers.

The accommodation is laid over the ground floor and stair access to the first floor was removed some years ago and therefore has not been inspected.

Accommodation:

Ground Floor

Retail Shop: 35.91sq.mtrs (386sq.ft),
Store Room One: 6.82sq.mtrs (73sq.ft),

Kitchen: 8.48sq.mtrs (91sq.ft) with sink unit.

First Floor

No access and not inspected

Outside:

Rear courtyard and toilet

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 51

Freehold Vacant Two Bedroom House *Guide Price: £65,000 - £70,000

By Instruction of the Trustees in Bankruptcy

131 Nineveh Road, Handsworth, Birmingham, B21 0SY

Property Description:

A traditional mid-terrace house of two-storey brick construction, surmounted by a pitched replacement tile clad roof, having two-bedrooms and benefitting from gas-fired central heating and UPVC double glazed windows.

The property is situated to the southern section of Nineveh Road, which is located between Bacchus Road and Boulton Road (A4040) and is conveniently located within one third of a mile from Soho Road (A41) which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Double glazed porch, Lounge, Inner Hall, Rear

Reception Room, Kitchen.

First Floor

Stairs and Landing, Two Bedrooms, Shower Room with glazed shower enclosure, pedestal wash basin, wc.

Outside:

Front Walled Foregarden

Rear Yard area.





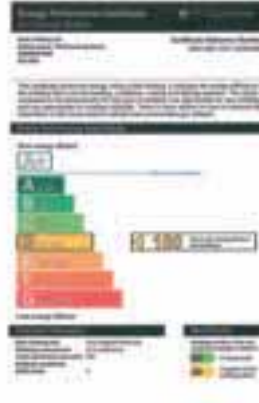
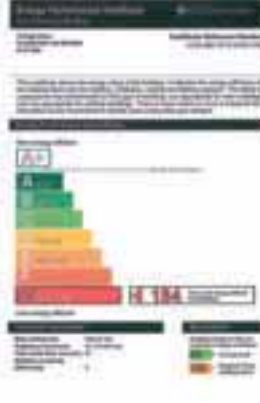
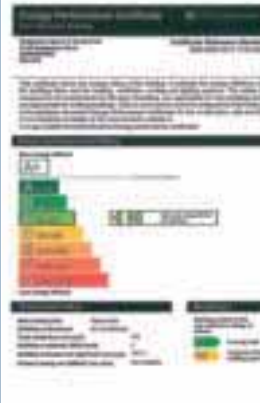




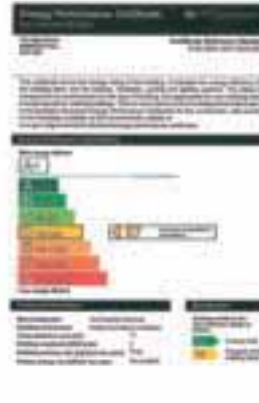
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



	<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on</p> <p>07.02.2017</p> <p>This will be added to the Legal Pack and available on our website.</p>			<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on</p> <p>05.02.2017</p> <p>This will be added to the Legal Pack and available on our website.</p>
Lot 6	Lot 13	Lot 14	Lot 16	Lot 17
				
Lot 25	Lot 27	Lot 29	Lot 30	Lot 33
<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on</p> <p>07.02.2017</p> <p>This will be added to the Legal Pack and available on our website.</p>		<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on</p> <p>13.02.2017</p> <p>This will be added to the Legal Pack and available on our website.</p>	<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on</p> <p>06.02.2017</p> <p>This will be added to the Legal Pack and available on our website.</p>	
Lot 36	Lot 37	Lot 41	Lot 42	Lot 45
				
Lot 46	Lot 50			

PROXY BID FORM / TELEPHONE BID FORM

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue) and Terms and Conditions of Proxy/Telephone Bids below.

Complete, sign and return the attached form along with the deposit payment for 10% of your highest proxy bid or 10% of the higher guide price for a telephone bid, (minimum of £2,000). We require deposits to be held in cleared funds 24 hours before the auction. Please contact us to arrange for

payment details and also for information relating to the contract and legal packs for your required lots, as you will be required to sign a copy of the contract 24 hours prior to the auction.

Upon receipt of your instruction to set up either a Telephone or a Proxy Bid you will be sent a copy of the relevant contract and the Auctioneers administration fee documentation to be signed.

TYPE OF BID

☐ TELEPHONE ☐ PROXY
(please one tick) (please one tick)

BIDDER INFORMATION

Name	<input type="text"/>
Address	<input type="text"/>
Contact Number	<input type="text"/>
Contact Number for telephone bid on Auction Day	<input type="text"/>

SOLICITOR INFORMATION

Name	<input type="text"/>
Address	<input type="text"/>
Telephone Number	<input type="text"/>
Contact	<input type="text"/>

BIDDER INFORMATION

LOT	<input type="text"/>
Address	<input type="text"/>
Maximum Bid (proxy bid)	<input type="text"/>
Maximum Bid (words)	<input type="text"/>

DEPOSIT

Deposit	<input type="text"/>
(10% of max bid for proxy bid or 10% of top guide price for telephone bid)	
Deposit (words)	<input type="text"/>
I confirm that I have read all Terms & Conditions.	
Signed	<input type="text"/>
Date	<input type="text"/>

TERMS & CONDITIONS

The form is to be completed in full, signed and returned to Cottons Chartered Surveyors, Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL. Tel: 0121 247 2233, no later than 24 hours prior to the Auction date.

The bidder shall be deemed to have read all Conditions Of Sale (inside cover of catalogue) and Terms & Conditions of Proxy/Telephone Bids and undertaken an necessary professional and legal advice relating to the relevant lot.

It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone No, above.

The bidder shall be deemed to have made any enquiries and have knowledge of any amendments of the lot prior to and from the Rostrum on the day of the auction.

The Proxy/Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion.

The auctioneer will not bid on proxy bids beyond the maximum authorised bid. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction.

The Maximum bid price on proxy bids must be an exact figure.

Telephone bids - Cottons will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non-connection or break down of the telephone link, Cottons accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Cottons make no charge for the Proxy/Telephone bid service and reserve the right not to bid on behalf of any telephone/proxy bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made.

Deposit for lots, which do not have a guide price should be negotiated with the auctioneer. Please contact 0121 247 2233.

If bid is successful, deposit cheque and details will be given to the relevant solicitor and you will be contacted as soon as possible after the lot has been auctioned.






If bid is unsuccessful your deposit will be returned to you as soon as possible after the auction.



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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

The **price** (excluding any **VAT**)

Deposit paid

The **seller** agrees to sell and the **buyer** agrees to buy the **lot** for the **price**. This agreement is subject to the **conditions** so far as they apply to the **lot**.

We acknowledge receipt of the deposit _____

Signed by the **buyer**

Signed by us as agent for the **seller**

The **buyer's** conveyancer is

Name

Address

Contact

Common Auction Conditions for Auction of Real Estate in England & Wales

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A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disappplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

A2 Our role

A2.1 As agents for each **seller** we have authority to:

- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- (b) offer each **lot** for sale;
- (c) sell each **lot**;
- (d) receive and hold deposits;
- (e) sign each **sale memorandum**; and
- (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

A2.2 **Our** decision on the conduct of the **auction** is final.

A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.

A2.4 **You** acknowledge that to the extent permitted by law **we** owe **you** no duty of care and **you** have no claim against **us** for any loss.

A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.

A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.

A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.

A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.

A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always — as the **seller** may fix the final reserve price just before bidding commences.

A4 The particulars and other information

A4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.

A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.

A5 The contract

A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.

A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price you bid** plus **VAT** (if applicable).

A5.3 **You** must before leaving the **auction**:

- (a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by **us**);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

A5.4 If **you** do not **we** may either:

- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
- (b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:

- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

A5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

A5.7 If the **buyer** does not comply with its obligations under the **contract** then:

- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
- (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**. Words in bold blue type have special meanings, which are defined in the Glossary. The general conditions (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

G1. The lot

G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.

G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.

G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
- (i) anything the **seller** does not and could not reasonably know about.

G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.

G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.

G1.9 The **buyer** buys with full knowledge of:

- (a) the **documents**, whether or not the **buyer** has read them; and
- (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

G2. Deposit

G2.1 The amount of the deposit is the greater of:

- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- (b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

G3. Between contract and completion

G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:

- (a) produce to the **buyer** on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
 - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

G4. Title and identity

G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.

G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:

(a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.

(b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.

(c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.

(d) If title is in the course of registration, title is to consist of certified copies of:

- (i) the application for registration of title made to the land registry;
 - (ii) the **documents** accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
- (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

G5. Transfer

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:

(a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and

(b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.

G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

G6. Completion

G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.

G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.

G6.3 Payment is to be made in pounds sterling and only by:

- (a) direct transfer to the **seller's** conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.

G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.

G6.6 Where applicable the **contract** remains in force following **completion**.

G7. Notice to complete

G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be **ready to complete**.

G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:

- (a) terminate the **contract**;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the **lot**; and
- (e) claim damages from the **buyer**.

G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:

- (a) terminate the **contract**; and
- (b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.

G8. If the contract is brought to an end

If the **contract** is lawfully brought to an end:

(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and

(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

G9. Landlord's licence

G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.

G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.

G9.4 The **seller** must:

- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.

G10. Interest and apportionments

G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.

G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:

- (a) the **buyer** is liable to pay interest; and
 - (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

G11 Arrears

Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of

rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.

G11.3 Parts 2 and 3 of this **condition** G11 do not apply to **arrears** of current rent.

Part 2 Buyer to pay for arrears

G11.4 Part 2 of this **condition** G11 applies where the **special conditions** give details of **arrears**.

G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.

G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.

Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this **condition** G11 applies where the **special conditions**:

- (a) so state; or
- (b) give no details of any **arrears**.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
- (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
- (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
- (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

G12. Management

G12.1 This **condition** G12 applies where the **lot** is sold subject to **tenancies**.

G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:

- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
- (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
- (c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

G13. Rent deposits

G13.1 This **condition** G13 applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition** G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.

G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:

- (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14. VAT

G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.

G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.

G15. Transfer as a going concern

G15.1 Where the **special conditions** so state:

- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this **condition** G15 applies.

G15.2 The **seller** confirms that the **seller**

- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

G15.3 The **buyer** confirms that:

- (a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
- (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the **lot** as a nominee for another person.

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:

- (a) of the **buyer's** **VAT** registration;
 - (b) that the **buyer** has made a **VAT option**; and
 - (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.
- G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:
- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
 - (b) collect the rents payable under the **tenancies** and charge **VAT** on them

G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:

- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
- (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
- (c) if **VAT** is payable because the **buyer** has not complied with this **condition** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

G16. Capital allowances

G16.1 This **condition** G16 applies where the **special conditions** state that there are capital allowances available in

respect of the **lot**.

G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.

G16.4 The **seller** and **buyer** agree:

(a) to make an election on **completion** under Section

198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and

(b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

G18. Landlord and Tenant Act 1987

G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The **seller** warrants that the **seller** has complied with sections 58 and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19. Sale by practitioner

G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.

G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.

G19.4 The **lot** is sold:

(a) in its condition at **completion**;

(b) for such title as the **seller** may have; and

(c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

(a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and

(b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

G20. TUPE

G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.

G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:

(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.

(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.

(c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.

(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. Environmental

G21.1 This **condition** G21 only applies where the **special conditions** so provide.

G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.

G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

G22. Service Charge

G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

G22.2 No apportionment is to be made at **completion** in respect of service charges.

G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

(a) service charge expenditure attributable to each **tenancy**;

(b) payments on account of service charge received from each tenant;

(c) any amounts due from a tenant that have not been received;

(d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

G22.4 In respect of each **tenancy**, if the service charge account shows that:

(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.

G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

(a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and

(b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. Rent reviews

G23.1 This **condition** G23 applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.

G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to

be unreasonably withheld or delayed.

G23.4 The **seller** must promptly:

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.

G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

G24. Tenancy renewals

G24.1 This **condition** G24 applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.

G24.4 Following **completion** the **buyer** must:

(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

G25. Warranties

G25.1 Available warranties are listed in the **special conditions**.

G25.2 Where a warranty is assignable the **seller** must:

(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and

(b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

G25.3 If a warranty is not assignable the **seller** must after **completion**:

(a) hold the warranty on trust for the **buyer**; and

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

G26. No assignment

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

G27. Registration at the Land Registry

G27.1 This **condition** G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:

(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;

(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and

(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This **condition** G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

(a) apply for registration of the **transfer**;

(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and

(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28. Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

(a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or

(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received:

(a) when delivered, if delivered by hand; or

(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

G29. Contracts (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the **contract** pursuant to the Contract (Rights of Third Parties) Act 1999.

**A full copy of the Common Auction Conditions including the Glossary can be found at:
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