

10th APRIL 2014

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 10th APRIL 2014

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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)**

7. 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. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. 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.

8. 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.

9. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property that they have purchased. The Auctioneers have arranged, through their special "Auction Block Policy", insurance cover for all Lots for a period of 28 days, from the auction date. This insurance is subject to confirmation by the purchaser within 30 minutes of the sale. A certificate of cover, will be issued upon payment of a nominal premium.

10. 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.

11. 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.

12. **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.**

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

14. The successful bidder will be required to pay an Administration Fee of £395 + 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 £150 + VAT.

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

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 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.

Footnote

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.

A Collective Auction Sale of 52 LOTS

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Freehold Ground Rents and Land and Development Opportunities. By instruction of a variety of Vendors including Banks, Receivers, Solicitors, Joint Property Agents, Companies and Private Clients.

Order of Sale

Lot	Property	Lot	Property	Lot	Property
1	148 SOUTHGATE ROAD, GREAT BARR, BIRMINGHAM, B44 9AJ	Freehold Vacant Residential	45	2A, WHITCOT GROVE, LONGBRIDGE, BIRMINGHAM, B31 4JU	Freehold Land
2	2 MILLINGTON ROAD, WOLVERHAMPTON, WV10 9ND	Freehold Vacant Residential	46	4A JOHNSON ROAD, ERDINGTON, BIRMINGHAM B23 6PU	Leasehold Vacant Residential
3	80 ASHLEY STREET, BILSTON, WEST MIDLANDS WV14 7NN	Freehold Vacant Residential	47	19 SOUTHFIELD AVENUE, EDGBASTON,, BIRMINGHAM, B16 0JN	Freehold Vacant Residential
4	422 WILLENHALL ROAD, WILLENHALL,, WEST MIDLANDS WV13 3NY	Freehold Vacant Residential	48	2 CHURCH STREET, TIPTON,, WEST MIDLANDS DY4 7SR	Freehold Residential Investment
5	43 WATCOMBE ROAD, COVENTRY, CV2 1DJ	Freehold Vacant Residential	49	96 EAST STREET, HEREFORD, HR1 2LW	Freehold Restaurant Investment
6	159 SOMERSET ROAD, HANDSWORTH WOOD, BIRMINGHAM, B20 2JF	Freehold Vacant Commercial	50	13 TURTON ROAD, WEST BROMWICH, WEST MIDLANDS B70 8LA	Freehold Vacant Residential
7	489 RIDGACRE ROAD WEST, QUINTON, BIRMINGHAM, B32 1AR	Freehold Vacant Residential	51	52 WESTBOURNE ROAD, WEST BROMWICH, WEST MIDLANDS B70 8LD	Freehold Vacant Residential
8	199 NEWBOROUGH ROAD, HALL GREEN,, BIRMINGHAM, B28 0UU	Freehold Vacant Residential	52	6 GATE LANE, BOLDMERE, SUTTON COLDFIELD, WEST MIDLANDS B73 5TT	Freehold Vacant Residential
9	FORMER ALCESTER STREET METHODIST CHURCH, IPSLEY ST, REDDITCH, B98 7AA	Freehold Commercial Premises			
10	66 ALBERT ROAD, KINGS HEATH, BIRMINGHAM B14 7HE	Freehold Vacant Commercial			
11	64 CENTRAL DRIVE, BILSTON, WEST MIDLANDS WV14 9EH	Freehold Vacant Residential			
12	64 - 65 LODGEFIELD ROAD, HALESOWEN, WEST MIDS B62 8AR	Freehold Vacant Commercial			
13	79 COURT LANE, ERDINGTON, BIRMINGHAM B23 6NR	Freehold Commercial Investment			
14	8-12 CANNON HILL ROAD, BALSALL HEATH, BIRMINGHAM, B12 9NN	Freehold Vacant Former Surgery			
15	GARAGES REAR OF 48 MULLINER STREET, COVENTRY, CV6 5EU	Freehold Lock up Garage Yard			
16	90 STONEY LANE, BALSALL HEATH, BIRMINGHAM, B12 8AF	Freehold Takeaway Investment			
17	60A BRIDGE STREET, EVESHAM, WORCESTERSHIRE WR11 4RY	Freehold Vacant Commercial			
18	LAND FRONTING 20/21/22 CLIFTON LANE WEST BROMWICH B71 3AS	Freehold Land			
19	18 CLAYPIT LANE, WEST BROMWICH, WEST MIDLANDS B70 9UN	Freehold Vacant Commercial			
20	THE SHAKESPEARE INN, 56 STRATFORD ROAD, BIRMINGHAM, B11 1DA	Freehold Public House			
21	152 - 154 CAPE HILL, SMETHWICK, WEST MIDLANDS B66 4PH	Freehold Commercial Investment			
22	305 COLE HALL LANE, STECHFORD, BIRMINGHAM, B33 9NS	Freehold Vacant Residential			
23	17 MONTGOMERY WALK, WEST BROMWICH,, WEST MIDLANDS B71 1RT	Leasehold Vacant Residential			
24	FLAT 62 CAMBERLEY HOUSE, BEACON VIEW ROAD, WEST BROMWICH, B71 3PE	Leasehold Vacant Residential			
25	64 ALLIANCE STREET, STAFFORD, STAFFORDSHIRE, ST16 1HY	Freehold Vacant Residential			
26	108 COVENTRY STREET, KIDDERMINSTER, WORCESTERSHIRE DY10 2BH	Freehold Vacant Retail Shop			
27	35 SUGARBROOK ROAD, BROMSGROVE,, WORCESTERSHIRE B60 3DN	Leasehold Commercial Investment			
28	141 BARKER STREET, OLDBURY, WEST MIDLANDS B68 9UF	Freehold Vacant Commercial			
29	96 COOK STREET, NECHELLS, BIRMINGHAM B7 5LG	Freehold Vacant Residential			
30	LAND BETWEEN 19 & 21 GLADSTONE STREET, WALSALL, WS2 8BL	Freehold Building Plot			
31	162 - 164 CAPE HILL, SMETHWICK,, WEST MIDLANDS B66 4SJ	Freehold Commercial Investment			
32	LOCK KEEPERS COTTAGE & MUSEUM, 206 OLD BIRCHILLS, WALSALL, WS2 8QD	Freehold Vacant Possession			
33	HADEN ARCH COURT, HADEN HILL ROAD, HALESOWEN B63 3NF	Freehold Ground Rents			
34	FGR 93A UNION ROAD, SHIRLEY, SOLIHULL, WEST MIDLANDS B90 3BZ	Freehold Ground Rent			
35	FGR 74 REDDINGS LANE, TYSELEY, BIRMINGHAM, B11 3HB	Freehold Ground Rent			
36	UNIT 1, PREMIER PARTNERSHIP IND. ESTATE, LEYS ROAD, DY5 3UP	Leasehold Commercial Investment			
37	UNIT 2, PREMIER PARTNERSHIP IND. ESTATE, LEYS ROAD, DY5 3UP	Leasehold Commercial Investment			
38	UNIT 12, PREMIER PARTNERSHIP IND. ESTATE, LEYS ROAD, DY5 3UP	Leasehold Commercial Investment			
39	UNIT 12A, 12A (2ND), 15, 16A & BASEMENT, LEYS RD, DY5 3UP	Leasehold Commercial Investment			
40	23A AUGUSTA ROAD, MOSELEY, BIRMINGHAM, B13 8AE	Freehold Vacant Residential			
41	RESIDENTIAL DEV SITE ADJ BAGOT ARMS, EACHELHURST ROAD, B24 0QL	Freehold Development Site			
42	247/251 MERRITTS BROOK LANE, NORTHFIELD, BIRMINGHAM, B31 1UJ	Freehold Commercial Investment			
43	227 MERRITTS BROOK LANE, NORTHFIELD, BIRMINGHAM, B31 1UJ	Freehold Commercial Investment			
44	DEV SITE, REAR OF 44-62 CHEVIOT ROAD, WOLVERHAMPTON, WV2 2HD	Freehold Development Site			

Auctioneers

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Andrew Smith, Nick Burton and Richard Gaines.

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

LOT 1

Freehold Vacant Possession

Guide Price: £73,000 to £79,000

148 Southgate Road, Great Barr, Birmingham B44 9AJ



Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, part UPVC double glazed windows and three bedrooms but requiring modernisation and improvement throughout. Southgate Road forms part of a popular and established residential area and leads off Oscott School Lane which in turn leads off Shady Lane. The property is conveniently located within one and a half miles distance from the Scott Arms Shopping Centre and two miles distance from the M6 Motorway (junction 7). Sutton Park lies within approximately one mile distance to the west and Sutton Coldfield Town Centre is within approximately three miles distance.

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Covered Side Passageway

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc

Outside:

(Front) Foregarden

(Rear) Yard and garden with freestanding garage accessed by way of a shared rear driveway

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 2

Freehold Vacant Possession

Guide Price: £55,000 - £60,000

2 Millington Road, Wolverhampton, WV10 9ND

Property Description:

A semi-detached house of brick construction surmounted by a pitched tile clad roof having been part refurbished including modern kitchen and bathroom fittings but requiring some cosmetic finishing works and benefiting from gas fired central heating and UPVC double glazed windows. Millington Road forms part of a residential estate and is located between Fourth Avenue and Guy Avenue approximately one mile distance to the North of Wolverhampton City Centre. The property occupies a corner plot benefitting from a wide frontage providing ample off road parking and scope for extension/erection of a garage

First Floor:

Stairs and Landing, Bathroom with modern suite having panelled bath with shower over, wash basin and WC, Three Bedrooms

Outside:

(Front) Wide foregarden with gated vehicular access to driveway providing off road parking with additional gated parking space to side

(Rear) Yard and garden

Legal Documents:

Available at www.cottons.co.uk

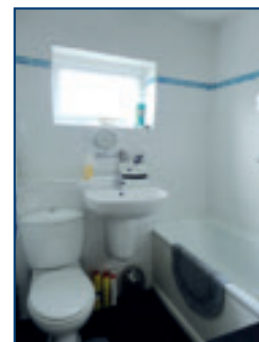
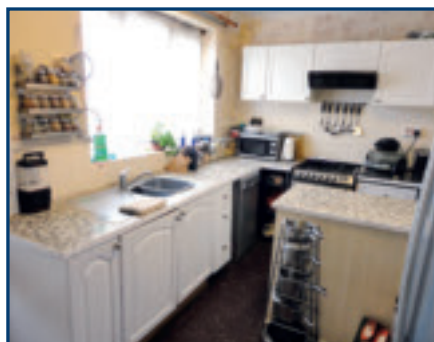
Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Breakfast Kitchen with modern units, Walk-in Cupboard/Utility Cloakroom with WC and washbasin



Once you have successfully bid for a property you will be required to present the Auctioneers with the following ID:

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

All bidders are required to register with ourselves prior to the commencement of the auction and would request where possible that potential purchasers visit our offices along with the necessary ID and pre-register.

Thank you in advance for your co-operation.
If you need any help please contact the Auction Team **Tel 0121 247 2233**

LOT 3**Freehold Vacant Possession**

Guide Price: £40,000 - £45,000

80 Ashley Street, Bilston, West Midlands WV14 7NN**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 part UPVC double glazing however does require modernisation and improvement. Ashley Street is located off both Queen Street and Willenhall Road (B4484)

Accommodation:**Ground Floor:**

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

First Floor:

Two Bedrooms

Outside:

(Front) Walled foregarden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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- Share strategies, knowledge & experiences
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LOT 4**Freehold Vacant Possession**

Guide Price: £60,000 to £65,000

422 Willenhall Road, Willenhall, West Midlands WV13 3NY**Property Description:**

An end terraced property of part rendered brick construction surmounted by a pitched tile clad roof, set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazed windows and freestanding side garage providing off road parking and accessed off Boundary Close. The

property is located on Willenhall Road (A454) adjacent to the junction with Boundary Close, approximately one and a half miles distance to the east of Wolverhampton City Centre.

Accommodation:**Ground Floor:**

Entrance Hall, Lounge, Dining Room, Kitchen

First Floor:

Stairs and Landing, Three Bedrooms and Bathroom

Outside:

(Front) Lawned foregarden

(Rear) Parking area, freestanding side garage and lawned garden

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 site boundaries.



LOT 5

Freehold Vacant Possession
Guide Price: £40,000 to £45,000

43 Watcombe Road, Coventry CV2 1DJ

Property Description:

A mid terraced house of "Wimpey No-Fines" construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating but requiring modernisation and repair throughout.

The property forms part of a residential estate located approximately three and a half miles distance to the north east of Coventry City Centre and Watcombe Road leads directly off Winston Avenue which in turn leads off Deedmore Road.

Accommodation:

Ground Floor:

Porch, Reception Hall, Lounge, Full Width Dining Kitchen

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with bath, wash basin and wc

Outside:

(Front) Lawned foregarden

(Rear) Partly paved rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 6

Freehold Vacant Possession
Guide Price: £85,000 to £95,000

159 Somerset Road, Handsworth Wood, Birmingham B20 2JF



Property Description:

An end terraced retail shop with flat/living accommodation over predominantly of traditional two storey brick construction surmounted by a pitched tile clad roof with single storey extension to the rear. The property benefits from gas fired central heating and UPVC double glazed windows with modern shop front having roller shutter protection and has undergone some recent refurbishment. The property is situated in a predominantly residential area and is located approximately 50 metres distance from College Road which contains a wide range of retail shops and amenities.

Accommodation:

Ground Floor:

Entrance Hall, Retail Show Room: (L-Shaped) 30.82sq.mtrs (331sq.ft) with modern aluminium shop front having roller shutter protection

Basement: 13.31sq.mtrs (143sq.ft)

Rear Area: 31.66sq.mtrs (340sqft) including Office/Staff Room with Kitchenette, Managers' Office, Shower Room with glazed shower enclosure, pedestal wash basin and wc.

First Floor:

Stairs to Flat/Living Accommodation: Double Bedroom, Shower Room with glazed shower cubicle, pedestal wash basin and wc, Lounge, Kitchen

Outside:

(Front) Paved forecourt

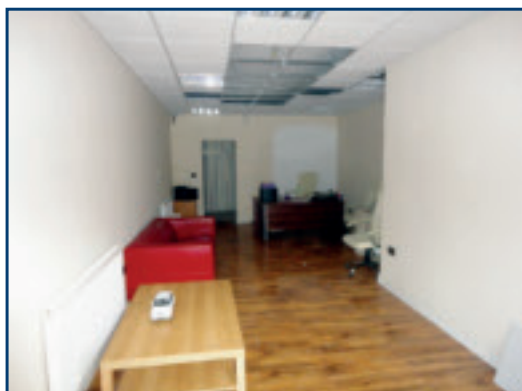
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 7**Freehold Vacant Possession**

Guide Price: £68,000 - £74,000

489 Ridgacre Road West, Quinton, Birmingham B32 1AR**Property Description:**

A semi-detached property of rendered 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. Ridgacre Road West is located off College Road (B4043) and the property itself is located close to the junction with High Street

Accommodation:**Ground Floor:**

Lounge, Kitchen, Lean-to

First Floor:

Two Bedrooms and Bathroom having panelled bath, shower cubicle, wash basin and WC

Outside:

(Front) Walled foregarden

(Rear) Lawned Garden

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

Via Cottons – 0121 247 2233

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LOT 8**Freehold Vacant Possession**

Guide Price: £120,000 to £127,000

199 Newborough Road, Hall Green, Birmingham B28 0UU**Property Description:**

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a lawned foregarden and requiring modernisation and cosmetic improvement. The property is situated close to the junction with Baldwins Lane and forms part of an established and popular residential area located within approximately half a mile distance from Stratford Road (A34) which provides access to a wide range of retail amenities and services.

Accommodation:**Ground Floor:**

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bathroom having panelled bath, pedestal wash basin and wc

Outside:

(Front) Foregarden

(Rear) Paved patio, lawned garden and potential for rear parking/erection of garage accessed by way of a shared vehicular driveway.

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

Via Cottons – 0121 247 2233

LOT 9

**Freehold Commercial Premises – Part Vacant
By Instruction of the Joint LPA Receivers**
Guide Price: £160,000 to £175,000

**Former Alcester Street Methodist Church, Ipsley Street,
Redditch, Worcestershire B98 7AA**



Property Description:

A detached former church premises of brick construction surmounted by a pitched slate clad roof situated fronting Ipsley Street at the junction with Pool Place. The property is currently subdivided into two separate units with offices to the lower ground floor and a former kitchen and bathroom retail show room to the first and mezzanine floors.

In addition the property benefits from a private secure gated car parking area located to the side. The property is conveniently situated on the edge of Redditch Town Centre and adjacent to Redditch Ring Way (B4180).

Occupancy:

The Lower Ground Floor is currently occupied on an informal basis by A

& M Mortgage Partnership and the purchaser may have the option to negotiate formal lease terms following completion.

Upper Ground Floor & Mezzanine:
Currently Vacant

Accommodation:

Lower Ground Floor:

(Not Inspected)
Information contained on the Valuation Office Agency Website details the following:

The property comprises of a range of Offices with Meeting Room, Kitchen, Staff Toilets and Internal Storage extending to a Net Internal Area of 170.2sq.mtrs (1,832sq.ft)

Upper Ground Floor:

A former Kitchen and Bathroom Retail Showroom: 177.59sq.mtrs (1,911sq.ft) comprising Main Retail Area, Store, Staff Toilet with wc and wash basin, Managers' Office, Kitchen and Access to Rear Fire Escape, Modern Glass Staircase leading to

Mezzanine Floor:

98sq.mtrs (1,055sq.ft) having an Additional Showroom and Two Store Cupboards

Gross Internal Area:

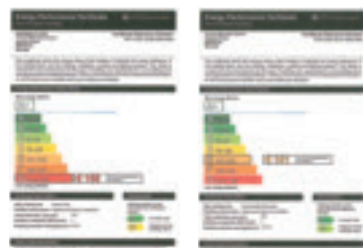
Lower Ground Floor: 170.2sq.mtrs (1,832sq.ft) (Net Internal)
Upper Ground Floor: 177.59sq.mtrs (1,911sq.ft)
Mezzanine: 98sq.mtrs (1,055sq.ft)
Total: 445.79sq.mtrs (4,798sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 10

Freehold Commercial Property with Vacant Possession, Offering Development Potential

Guide Price: £90,000-£110,000

66 Albert Road, Kings Heath, Birmingham B14 7HE

Property Description:

Kings Heath is a suburb of Birmingham, located approximately five miles south of the city centre.

The retail and commercial area of Kings Heath is centred around Alcester Road (A435) and indeed, the subject property, which is located towards the southern end of Kings Heath village, is approached directly from Alcester Road, close to its junction with Howard Road.

Albert Road, which is a cul-de-sac or no-through road, is located in a good quality residential area, where typical house types comprise older-style, traditional, detached, semi-detached and terraced housing, displaying character and individual features.

The subject property comprises a predominantly two-storey building, formerly occupied for commercial purposes, at the end of the cul-de-sac.

The main building is of two-storey brickwork construction, with a pitched corrugated asbestos cement sheet roof. There is a single-storey toilet block at the rear of the main building, of similar construction, and a further, more substantial single-storey addition to the left-hand side of the main building, facing from the front, of brickwork construction with a pitched pvc-coated profile metal sheet roof.

The property includes a small parcel of land to the left-hand side of the

building, facing from the front, which may be used for open storage purposes or future development, subject to statutory consents.

Accommodation:

Ground Floor:

Main warehouse and toilet block
814 sq ft (75.6 sq metres)

Single-storey annex

261 sq ft (24.2 sq metres)

Gross Internal Area Ground Floor
1,075 sq ft (99.9 sq metres)

First Floor:

Warehouse/office
783 sq ft (72.7 sq metres)

Total Gross Internal Area
1,858 sq ft (172.6 sq metres)

Planning:

The property may be suitable for redevelopment for a whole variety of commercial or residential uses, subject to statutory consents.

Legal Documents:

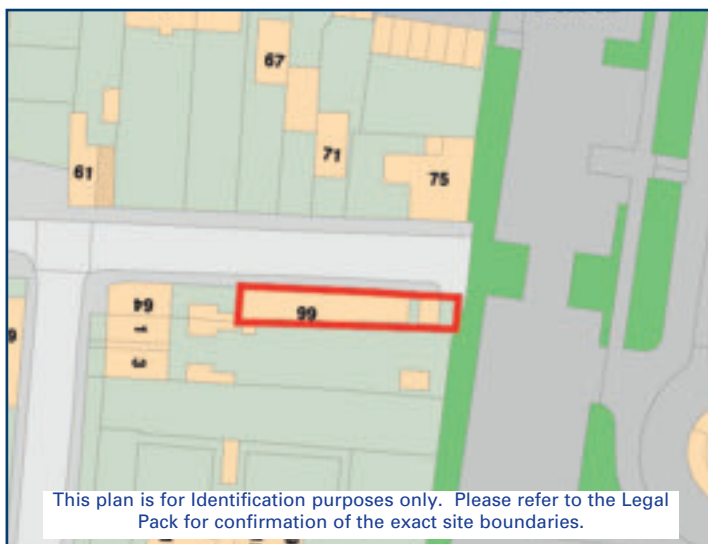
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Energy Performance

Certificate: The EPC for this property was commissioned on 19 March 2014. This will be added to the Legal Pack and available on our website.



LOT 11

Freehold Vacant Possession

Guide Price: £68,000 - £74,000

64 Central Drive, Bilston, West Midlands WV14 9EH

Property Description:

A three bedroomed detached 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 a garage accessed off Sangwin Road. Central Drive is located off both Vicarage Road, Green Street and Birmingham New Road (A4123).

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

Three Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

(Front) Walled foregarden



(Rear) Garden and garage located off Sangwin Road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 12

Freehold Industrial Property with Vacant Possession

Guide Price: £135,000 - £155,000

64 - 65 Lodgefield Road, Halesowen, West Midlands, B62 8AR



Property Description:

Halesowen is a town within the Metropolitan Borough of Dudley, in the West Midlands conurbation. The town had a population of 55,273 in the 2001 census.

The subject property is located on the eastern side of Lodgefield Road, in a mixed industrial and residential area, approximately 1 mile north of Halesowen Town Centre.

The national motorway network is accessible at junction 3 of the M5 motorway, approximately 3 miles to the south east.

The property comprises a purpose-built industrial or warehouse building of predominantly single storey steel frame and brickwork construction. The main roof comprises corrugated asbestos cement sheets, incorporating roof lights, supported on a light steel trussed framework. There are two storey offices to the front of the property.

There is a forecourt, providing off street parking space and servicing to the loading dock. To the rear of the building, there is a concrete yard, with a precast concrete storage out-building.

The interior of the building is partitioned to provide a large open workshop or warehouse, with a loading dock, kitchen, office and toilet accommodation. At first floor level, there are two offices.

Accommodation (all dimensions and areas are approximate)

Ground Floor

Gross Internal Area
1,042.1 sq.m (11,218 sq.ft)

First Floor
24.1 sq.m (259 sq.ft)

Total Gross Internal Area
1,066.2 sq.m (11,477 sq.ft)

VAT

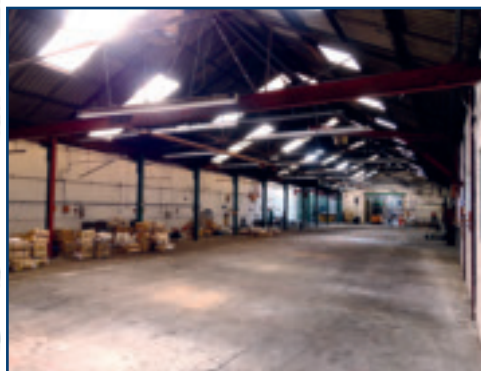
We understand the VAT exemption in respect of this property has not been waived. Accordingly, the sale proceeds shall not attract VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 13
Freehold Investment
 Guide Price: £75,000 - £85,000
79 Court Lane, Erdington, Birmingham B23 6NR**Property Description:**

A freehold investment opportunity, comprising of a ground floor retail shop, with a self-contained one bedroom first floor flat, forming part of a traditional end of terrace building of brick construction surmounted by a pitched tile roof. The property occupies an end terrace position along Court Lane & Somerset Road. The property has a garden and yard to the side and rear approached from Court Lane or Somerset Road providing vehicular access. The flat benefits from gas fired central heating and UPVC double glazed windows.

Accommodation:**Ground Floor:**

Retail area/ work shop:	37.1 sq.mtrs (399 sq.ft)
Store:	11.5 sq.mtrs (124 sq.ft)
Kitchen:	3.9 sq.mtrs (42 sq.ft)
Bathroom/Toilet:	
Stores:	2.0 sq.mtrs (21 sq.ft)
Cellar:	20.3 sq.mtrs (219 sq.ft)
Total:	74.8 sq.mtrs (805 sq.ft)

First Floor:

Flat:

Stairs, Landing, Kitchen, Bedroom, Bathroom with panelled bath, pedestal wash basin and wc.

Tenancy Information:

We are informed by the vendor the ground floor shop and the first floor flat are both currently let by way of separate tenancies at rents of £360 pcm each.

Total Gross Rental Income:
£8640 per annum.

Outside:

Front: Paved forecourt
Rear: Yard and garden.

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 site boundaries.

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For further details and Terms & Conditions

LOT 14

8 – 12 Cannon Hill Road, Balsall Heath, Birmingham B12 9NN



Property Description:

A substantial freehold premises of two storey brick construction surmounted by pitched interlocking tile clad roof having been substantially extended to the rear. The property originally comprised of three terraced houses which have since been merged and extended to provide the existing accommodation which has been used for many years as a doctors' surgery and now benefits from both planning consent and building regulation approval for subdividing back into three separate dwellings including the conversion of the existing roof space to provide a total of five bedrooms each. Cannon

Hill Road runs between Edward Road and Edgbaston Road forming part of a predominantly residential area conveniently located within approximately one mile distance from Moseley Shopping Centre and approximately two miles distance to the south of Birmingham City Centre. The property benefits from UPVC double glazed windows and gas fired central heating and the existing accommodation provides flexibility for a variety of uses.

Planning:

The existing property may be suitable for a variety of uses subject to obtaining appropriate planning consent from the local planning department at Birmingham City Council. The property benefits from planning consent granted by Birmingham City Council Ref: 2013/02861/PA and dated 2nd July 2013 for conversion from doctors surgery to 3 no. dwellings and erection of rear first floor extension and installation of rear dormer windows. In addition Building Regulation approval has also been obtained.

Proposed Accommodation:

Architects' drawings approved with planning consent detailed the following accommodation for each dwelling:

Ground Floor:

Reception Hall, Guest Lounge, Family Lounge, Bathroom with wc, Open Plan Dining Room and Kitchen

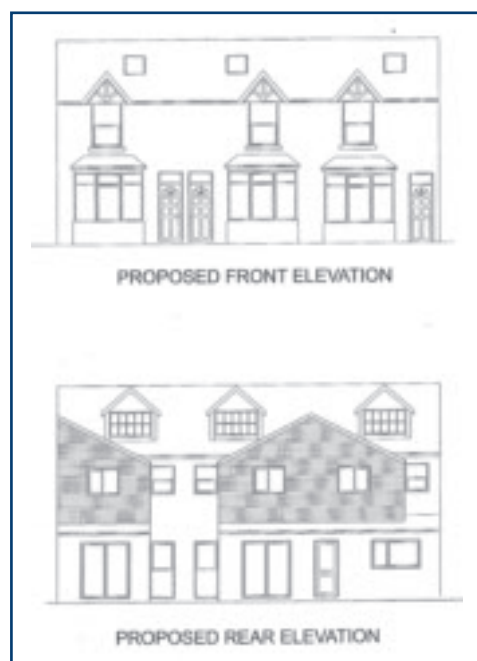
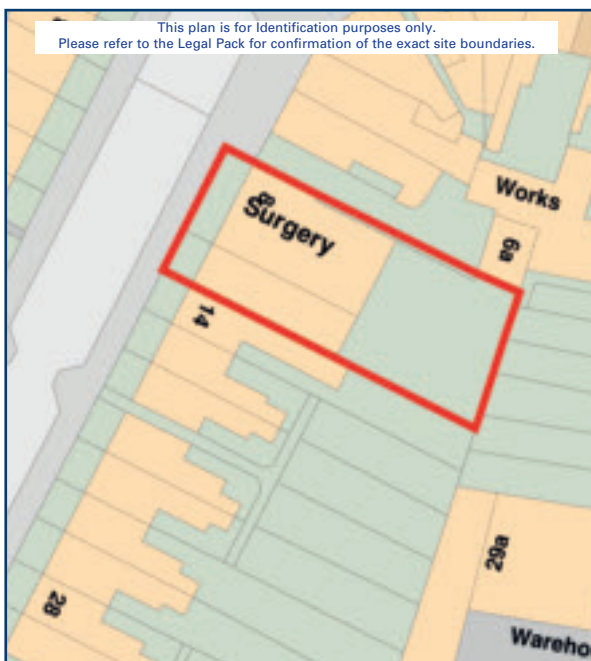
First Floor:

Stairs and Landing, Three Bedrooms and Family Bathroom

Second Floor:

Stairs and Landing, Two Bedrooms

Freehold Vacant Former Surgery with Planning Consent to Convert into Three (Five Bedroom) Dwelling Houses
Guide Price: £270,000 to £300,000



A copy of the planning consent and Architects' drawings are available for inspection from both the Auctioneers and Birmingham City Council Planning Website.

Existing Accommodation:

Ground Floor:

Porch, Reception/Waiting Area, Store, Ladies and Gents Customer Toilets, Reception, Admin Office, Eight Separate Examination Rooms/Offices, Side Entrance Porch

First Floor:

Stairs and Landing with Separate Secondary Access from Cannon Hill Road, Five Offices/Rooms, two Kitchens, Shower Room with wc, Toilet with wash basin

Outside:

(Front) Forecourt

(Rear) Concrete yard and garden

Gross Internal Area:

Ground Floor:

231.83sq.mtrs (2,495sq.ft)

First Floor:

112.89sq.mtrs (1,215sq.ft)

Total: 344.72sq.mtrs (3,710sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

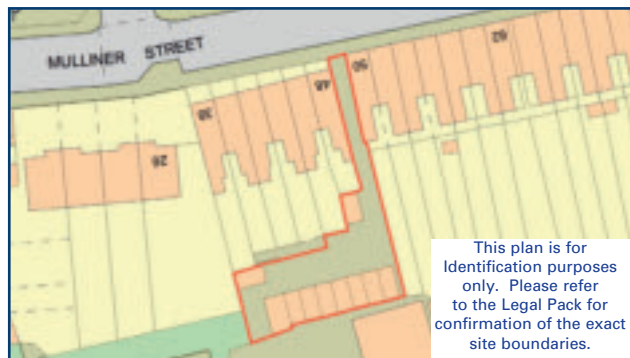


LOT 15

Freehold Lock-Up Garage Yard

Guide Price: £30,000 to £35,000

Garages Rear of 48 Mulliner Street, Coventry CV6 5EU



Property Description:

A freehold garage yard providing excellent investment potential and located to the rear of 48 Mulliner Street comprising of eight single garages, one large corner garage and a vacant garage plot. The yard is accessed by way of a vehicular driveway adjacent to 48 Mulliner Street and forms part of an established area predominantly containing a range

of traditional terraced housing. The yard is located approximately one and a quarter of a mile distance to the north east of Coventry City Centre.

Investment Potential:

All interested parties are advised to carry out their own research in respect of the investment potential when the site is fully let.



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 16

Freehold Takeaway/Flat Investment By Instruction of the Joint LPA Receivers

Guide Price: £110,000 - £120,000

90 Stoney Lane, Balsall Heath, Birmingham B12 8AF



Property Description:

A traditional built mid terraced property of two storey brick construction surmounted by a pitched slate clad roof, comprising of a ground floor takeaway premises which we understand has recently been refurbished along with a self contained flat to the first floor. The property directly fronts Stoney Lane and forms part of a retail parade situated between the junctions of Trenville Avenue and Fulham Road.

Tenancy Information:

Ground Floor: Let on a lease Commencing on 6th February 2014 for a term of five years at a rental of £9,600 per annum

First Floor: Let on a Periodic Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

Total rental Income: £15,000 per annum

Accommodation:

Ground Floor:

Retail/Takeaway Area: 25.37sq.mtrs (273sq.ft) with servery and UPVC double glazed shop front having roller shutter protection,
Kitchen and Storage Area: 35.82sq.mtrs (385sq.ft) with Separate WC and wash basin
Preparation Room: 19.93sq.mtrs (214sq.ft)
Store: 4.57sq.mtrs (49sq.ft)

Total Floor Area: 85.69sq.mtrs (921sq.ft)

First Floor:

External Rear Stairs providing access to Flat Accommodation: Entrance/Kitchen, Bathroom with bath, wash basin and wc, Bedroom and Lounge

Outside:

Small rear yard with vehicular loading access by way of a shared driveway which leads off Fulham Road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 17

Freehold Vacant Possession
Guide Price: £90,000 - £99,000

60a Bridge Street, Evesham, Worcestershire WR11 4RY



Property Description:

Evesham is a market town and a civil parish in the Local Authority District of Wychavon in the county of Worcestershire.

The property is located in the pedestrianized part of Evesham's main shopping street near to the Riverside Shopping Centre. There are a variety of major multiple retailers close by including Subway, Costa Coffee, British Heart Foundation, Thompson Travel and Peacocks.

The property comprises a two storey purpose-built shop offering retail premises at ground floor level, with ancillary storage and staff accommodation above, including male & female toilets.

The property is of two storey brickwork construction with a pitched tiled roof.

The property is offered freehold with vacant possession and may appeal to owner occupiers and investors.

VAT:

We understand that VAT is not payable on the purchase price.

Accommodation:

Ground floor & Retail Area:
60.9 sq m (656 sq ft)

1st Floor Ancillary:
23.5 sq m (253 sq ft)

Total Net Internal Area:
84.4 sq m (909 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 18

Freehold Land
Guide Price: £ Nil Reserve

Land Fronting 20/21/22 Clifton Lane, West Bromwich, West Midlands B71 3AS



Property Description:

A small strip of land fronting 20, 21, 22 Clifton Lane, West Bromwich. Clifton Lane is located off Jervoise Lane which in turn can be found off Walsall Road (A4031)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

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

LOT 19

Freehold Shop with Living Accommodation - Vacant Possession

Guide Price: £70,000 - £80,000

18 Claypit Lane, West Bromwich B70 9UN



Property Description:

West Bromwich is a large industrial town within the Metropolitan Borough of Sandwell, and forms part of the Black Country.

The town is situated approximately five miles north-west of Birmingham, and six miles south-east of Wolverhampton.

The town had a population of 75,405 at the 2011 census, with the wider

district population being recorded as 136,940 within the 2001 census.

The national motorway network is accessible at Junction 1 of the M5 motorway, located approximately two miles to the south-east of the subject property.

The property is located on the south-eastern side of Claypit Lane, a short distance from its junction with Dudley Street, which runs parallel to the A41

Black Country New Road, providing links with the important towns within this industrial area.

The surrounding area is predominantly residential in nature, and indeed, further residential development is taking place close to the subject property.

The property comprises a detached two-storey building of brickwork construction, part-cement rendered, with a pitched slate roof. There are single-storey and two-storey additions to the rear of the main building, again of brickwork construction, with flat or pitched mineral felt roofs. There is a parcel of garden land to the rear of the property.

The ground floor provides a retail shop and the first floor comprises generously proportioned living accommodation.

The entire premises are in need of comprehensive repair and improvement, offering scope to add value. Alternatively, the entire site may be capable of redevelopment for commercial or residential purposes, subject to statutory consents. The property is offered with vacant possession, and may be of interest to owner-occupiers, investors and developers.

Accommodation:

Ground Floor:

Retail Shop:
72.7 sq meters (783 sq ft)
Rear Store:
12.7 sq meters (137 sq ft)
Toilet
Total Net Internal Area
85.4 sq meters (920 sq ft)
Ground Floor

First Floor:

Landing
Two bedrooms
Living room
Former kitchen (in need of refitting)
Bathroom/toilet with white suite, comprising bath, wash basin and WC
Gross Internal Area
First Floor
74.1 sq meters (798 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Energy Performance

Certificate: The EPC for this property was commissioned on 19 March 2014. This will be added to the Legal Pack and available on our website.



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LOT 20

Freehold Public House, Yard and Outbuildings
On the Instructions of the Joint Administrators of Calco Pubs Limited
 Guide Price: £120,000 to £135,000 plus VAT

The Shakespeare Inn, 56 Stratford Road, Sparkbrook, Birmingham B11 1DA

**Property Description:**

A detached two storey brick built public house surmounted by a pitched tile clad roof and prominently situated fronting Stratford Road at the junction with Henley Street which provides access to a rear yard and a range of small workshops/outbuildings. The property is in need of complete refurbishment and repair throughout and may be suitable for a variety of uses subject to obtaining the appropriate planning consent. The property is located to the south of Bordesley Middleway (A4540) providing access around the City Centre and linking with the A38 Aston Expressway. The property forms part of a mixed area containing a range of commercial, residential and industrial buildings and is located approximately one mile distance to the south of Birmingham City Centre.

Accommodation:**Ground Floor:**

Bar: 66.89sq.mtrs (720sq.ft)
 Lounge: 50.86sq.mtrs (547sq.ft)
 Rear Bar: 30.37sq.mtrs (326sq.ft)
 Rear Entrance Hall, Inner Hall with Ladies and Gents Toilets, Kitchen: 9.48sq.mtrs (102sq.ft), Rear Entrance Hall with a store cupboard and Ladies and Gents Toilets, Cellar access

First Floor:

Stairs and Landing, 13 Bedrooms with Bathroom, Two Shower Rooms and Separate Toilet

Outside:

Rear yard/ car parking area located off Henley Street, a dilapidated garage and a range of workshops/outbuildings

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note: All parties viewing this property must do so with extreme caution. Neither the Auctioneers nor vendors accept any liability for injury or harm caused.

Energy Performance Certificate:

The EPC for this property was commissioned on 19th March 2014. This will be added to the Legal Pack and available on our website.



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

LOT 21

Freehold Investment
By Instruction of the Joint LPA Receivers
 Guide Price: £170,000 to £180,000

152 – 154 Cape Hill, Smethwick, West Midlands B66 4PH



Property Description:

A freehold investment opportunity comprising of a ground floor takeaway/restaurant premises with two self-contained flats to the first floor and forming part of a traditional double mid terraced two storey retail premises of brick construction surmounted by a pitched tile clad roof. The property is situated directly fronting Cape Hill close to the junction with Montague Road and forming part of a busy retail parade which serves the surrounding predominantly residential catchment area.

Tenancy Information:

Ground Floor & Flat 152: Let on a lease trading as Pure Peri Peri for a term of 15 years from 10th February 2013 at a rental of £15,600 per annum subject to a rent review on 10th February 2018

Flat 154: Let on an Assured Shorthold Tenancy at a rental of £325 per calendar month (£3,900 per annum)

Total Rental Income:
£19,500 per annum

Accommodation:

Ground Floor:

Double Fronted Restaurant/ Takeaway Premises having 40 Covers with Takeaway/Kitchen Area and Separate Seating Area, Customer Toilet with wash basin, Preparation Room, Office, Wash/ Store/Freezer Room with Two Cold Stores

Gross Internal Area:
 100.2sq.mtrs (1,078sq.ft)

Outside:

Rear concrete yard area accessed by shared right of way, external stairs to



First Floor:

Flat 152: Lounge, Kitchen, Shower Room with wc and wash basin, Double Bedroom and Boarded Loft Area
 Flat 154 (not Inspected) however it is understood to contain similar accommodation to flat 152

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Energy Performance Certificate:

The EPC for this property was commissioned on 20th March 2014. This will be added to the Legal Pack and available on our website.

LOT 22

Freehold Vacant Possession

Guide Price: £80,000 - £86,000

305 Cole Hall Lane, Stechford, Birmingham B33 9NS

Property Description:

An end-terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a lawned and paved foregarden. The property benefits from having part UPVC double glazing, electric heating and recently refurbished bathroom, however does require some further modernisation and improvement. The property is located on Cole Hall Lane close to the junction with Crossfield Road.

Accommodation:

Ground Floor:

Lounge, Kitchen, Bathroom having panelled bath, wash basin and WC, Lean-to

First Floor:

Three bedrooms

Outside:

(Front) Paved and walled foregarden

(Rear) Lawned garden and wooden store



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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LOT 23

Leasehold Vacant Possession

Guide Price: £40,000 to £45,000

17 Montgomery Walk, West Bromwich, West Midlands B71 1RT



Property Description:

A purpose built first floor maisonette forming part of a two storey development pleasantly situated overlooking public open space and benefiting from UPVC double glazed windows but requiring some cosmetic improvement and modernisation. Montgomery Walk is situated between Hargate Lane and All Saints Way

conveniently within approximately one third of a mile distance from West Bromwich Town Centre and approximately one mile distance from the M1 Motorway (junction 1)

Accommodation:

Ground Floor:

Entrance Hall

First Floor:

Stairs and Landing, Lounge, Kitchen, Two Bedrooms, Bathroom having panelled bath, pedestal wash basin and wc

Outside:

Foregarden and bin store



Leasehold Information:

Term: 125 years from 1st April 1991
Ground Rent: £10 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 24

Leasehold Vacant Possession
Guide Price: £28,000 to £33,000

62 Camberley, Beacon View Road, West Bromwich, West Midlands B71 3PE

Property Description:

A duplex flat situated on the 5th and 6th Floors of a substantial purpose built block, offering well laid out accommodation, benefitting from UPVC double glazed windows, part electric heating, two double bedrooms and views to the rear of the development over public open space.

Beacon View Road is located off Walsall Road (A4031) and forms part of an established residential area which has recently undergone significant redevelopment.

Accommodation:

Ground Floor:

Communal Entrance with security door entry system and access to lifts

Sixth Floor:

Communal Landing, Entrance Hall, Lounge, Dining Kitchen, Stairs down to

Fifth Floor:

Hallway with further stairs down to Fire Escape on the Fourth Floor, Bathroom having panelled bath, wash basin and wc, Two Double Bedrooms

Outside:

Communal gardens and parking area

Leasehold Information:

Term: 199 years from 29 September 1990

Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 25

Freehold Vacant Possession
Guide Price: £56,000 - £62,000

64 Alliance Street, Stafford, Staffordshire ST16 1HY

Property Description:

An 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. Alliance Street is located off both Stone Road (A34) and Eccleshall Road (A5013)

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen, Inner Lobby and WC

First Floor:

Two Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

(Front) Walled foregarden

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk



Viewings:

Via Cottons – 0121 247 2233

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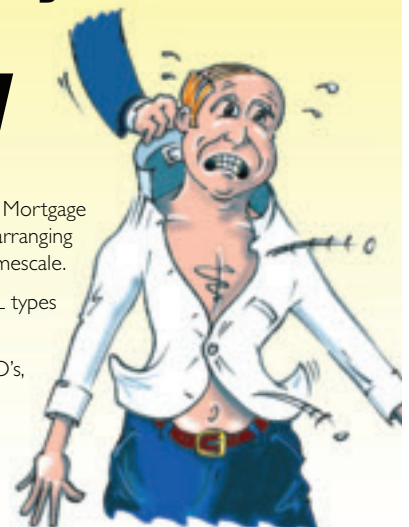
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LOT 26
**Freehold Vacant Retail Shop
By Instruction of the Joint LPA Receivers**
 Guide Price: £50,000 - PLUS

108 Coventry Street, Kidderminster, Worcestershire DY10 2BH

Property Description:

A modern two storey mid terraced retail shop of brick construction with pitched tile clad roof including office/storage accommodation to the first floor, providing flexible and well laid out accommodation. The property directly fronts Coventry Street which forms part of Kidderminster Town Centre and is located immediately to the east of High Street.

Accommodation:
Ground Floor:

Retail Shop: 46.25sq.mtrs (497sq.ft) with Recessed Entrance and Aluminium Shop Front, Rear Service Area/Storage: 14.36sq.mtrs (154sq.ft) with stairs leading off, Cloak Room with wc and wash basin

First Floor:

Concrete Stairs to a Large Landing Area having rear access, Office/Storage: 50.29sq.mtrs (541sq.ft) with Kitchenette

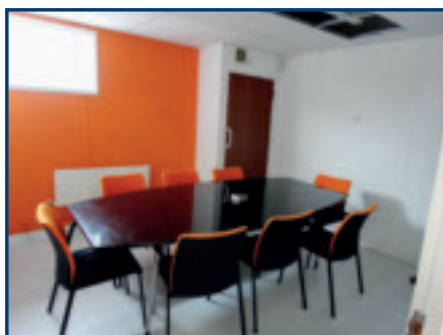
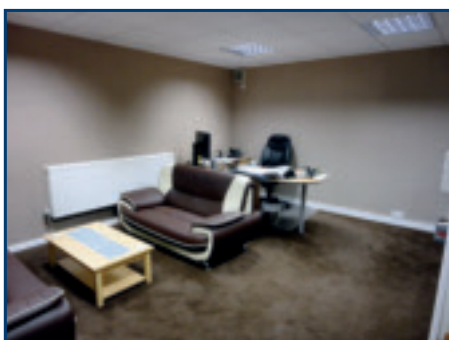
Legal Documents:

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Viewings:

Via Cottons
0121 247 2233


LOT 27
**Long Leasehold Industrial/Workshop Premises - Investment
By Instruction of the Joint LPA Receivers**
 Guide Price: £95,000 PLUS (Plus VAT)

Unit 35 Sugarbrook Road, Aston Fields, Bromsgrove, Worcestershire B60 3DN

Property Description:

A modern mid terraced industrial/workshop unit with ancillary mezzanine accommodation forming part of a popular and established business/industrial park containing a range of similar units. The property has generally been well maintained by the existing occupier and is offered in a good state of repair. Sugarbrook Road is located off Sherwood Road which in turn leads off Bromsgrove Eastern Bypass (A38) and the property is located within approximately one mile distance to the south of Bromsgrove Town Centre, conveniently within approximately three miles distance from both the M42 Motorway (junction 1) and the M5 Motorway (junction 5)

Tenancy Information:

The property is currently let by way of a lease dated 9th January 2014 to Luxico Limited for a term of 3 years from the date of their first occupation of the property being 1st September 2011 at a rental of £12,500 per annum plus VAT on Full Repairing and Insuring Terms.

Accommodation:
Ground Floor:

Loading Access/Workshop, Warehouse, Workshop Two, Hallway to Gents Toilet with wc and wash basin, Works Office, Lobby, Kitchen and Reception Office

Mezzanine Floor:

Stairs and Landing Area, Board Room, Ladies Toilet with wc and wash basin, Store Room and Managers Office

Outside:

Forecourt parking area for approximately four vehicles

Gross Internal Area:

Ground Floor: 218.91sq.mtrs (2,356sq.ft) approximately
Mezzanine Floor: 57.8sq.mtrs (622sq.ft) approximately

Leasehold Information:

Lease Term: From 3rd September 2010 until 29th November 2113
Ground Rent: Currently £3,200 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 28

Freehold Vacant Possession

Guide Price: £48,000 to £54,000

141 Barker Street, Oldbury, West Midlands B68 9UF

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a concrete foregarden. The property has previously been used as fish and chip shop however may be suitable for a variety of uses subject to obtaining planning from Sandwell Metropolitan Borough Council. The property requires modernisation and improvement throughout. The property is located on Barker Street close to the junction with Cemetery Road.

Accommodation:

Ground Floor:

Shop Front/Serving Area, Preparation Area, Kitchen and WC

First Floor (separate access from the rear):

Three Rooms

Outside:

(Front) Concrete foregarden

(Rear) Garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 29

Freehold Vacant Possession

Guide Price: £69,000 - £79,000

96 Cook Street, Nechells, Birmingham B7 5LG

Property Description:

The property is located approximately 2½ miles north-east of Birmingham city centre, in a predominantly residential area.

The property comprises a two-storey, middle-of-terrace house with gardens to the front and rear.

The property is of brickwork construction with a pitched slate roof.

The house is offered with vacant possession, and may be of interest to owner-occupiers and investors.

Accommodation:

Ground Floor:

Hall
Front reception room
Rear reception room with under-stairs store leading off
Breakfast kitchen

First Floor:

Landing
2 bedrooms
Shower room/toilet with green suite, comprising shower cubicle, wash basin



and WC, and incorporating an airing cupboard.

Outside:

Front and rear gardens

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 30

Freehold Building Plot

Guide Price: £30,000 - £35,000

Building Plot between 19-21 Gladstone Street, Walsall WS2 8BL



Property Description:

A freehold building plot rectangular in shape extending to approximately 328 mtr.sq and situated between 19 and 21 Gladstone Street. The land benefits from having planning permission for the erection of one detached dwelling with a garage to the rear providing off road parking. The land was originally part of a development scheme located between Hospital Street, Northcote Street and Gladstone Street however was not utilised. Gladstone Street is located in an established residential area approximately 0.7 miles from Walsall Town Centre.

Planning:

The site benefits from Planning Permission granted by Walsall Metropolitan Borough Council Ref: 04/0306/FL/WVI and dated 16th February 2004.

Please Note:

We have been informed by Walsall Metropolitan Borough Council that the planning permission (reference 04/0306/FL/WVI) has been implemented with the development of the wider Hospital Street redevelopment, the proposals to build one house on the land remains extant and capable of implementation. All interested parties please see the Legal Pack

for confirmation from Walsall Metropolitan Borough Council.

Proposed Accommodation:

Ground Floor:

Entrance Hall, Lounge, Kitchen, Dining Room

First Floor:

Three Bedrooms (Master Bedroom with En-suite having shower, wash basin and WC) and Family Bathroom having panelled bath, wash basin and WC

Outside:

(Front) Foregarden



Proposed Accommodation

(Rear) Garden and garage giving access for off road parking

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 31
Freehold Investment
 Guide Price: £172,000 - £182,000

162 – 164 Cape Hill, Smethwick, West Midlands B66 4SJ

Property Description:

A freehold investment opportunity comprising of two ground floor retail units with three self-contained flats to the rear, first and second floors, and forming part of two traditional mid-terraced three storey premises of brick construction surmounted by a pitched tile clad roof. The Ground floor retail units has previously trading as one shop but have now been sub divided to provide two retail units. The property is situated directly fronting Cape Hill close to the junction with Montague Road and forming part of a busy retail parade which serves the surrounding predominantly residential catchment area. The property currently produces £28,980 per annum however at the time of going to print the auctioneers have not seen any tenancy agreements, therefore any interested parties please refer to the Legal Pack for confirmation.

Tenancy Information:
162

Ground Floor Retail Unit: Let on a lease for a term of 10 years from 15th

March 2013 at a rental of £600 per Month (£7,200 per annum)

First and Second Floor Flat: Let on an Assured Shorthold Tenancy at a rental of £400 per calendar month (£4,800 per annum)

Rear Flat: Let on an Assured Shorthold Tenancy at a rental of £290 per calendar month (£3,480 per annum)

164

Ground Floor Retail Unit: Let on a lease for a term of 10 years from 21st March 2013 at a rental of £650 per Month (£7,800 per annum)

First and Second Floor Flat: Let on an Assured Shorthold Tenancy at a rental of £475 per calendar month (£5,700 per annum)

Total Rental Income: £28,980 per annum

Accommodation:
162
Ground Floor:

Shop: Area: 36.11 sq.mtrs
Retail Area, Inner Lobby, WC and wash basin

Flat (access via the rear)
First floor:

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

Second Floor:

Two Bedrooms

164
Ground Floor:

Shop: Area: 36.11 sq.mtrs
Retail Area, Inner Lobby, WC and wash basin

Flat (access via the rear)
First floor:

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

Second Floor:

Two Bedrooms

Flat to the Rear of 162 and 164
Ground Floor:

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

Outside:

Small Yard Area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Energy Performance

Certificate: The EPC for this property was commissioned on 21st March 2014. This will be added to the Legal Pack and available on our website.

LOT 32

Freehold Vacant Possession

Guide Price: £80,000 - £89,000

Lock Keepers Cottage & Former Canal Museum 206 Old Birchills, Walsall, WS2 8QD



Property Description:

A charming Grade II Listed former Lock Keepers Cottage & former Canal Museum of brickwork construction surmounted predominantly by pitched tiled roofs. The former museum is two storey, the Lock Cottage is single storey and has recently been refurbished, to a high standard, whereas the museum building is in need of repair and improvement.

The property occupies a canal side location on Walsall Canal, close to the bridge at Old Birchills.

The property is located approximately half a mile North East of Walsall Town Centre in a mixed use area, although the immediately surrounding area is predominately residential in nature.

The national motorway network is accessible at Junction 10 of the M6 motorway, approximately a quarter of a mile to the West.

Planning:

Application Number: 13/0936/FL

Date of Application: 29/07/2013

Proposal: Change of use from offices to residential. Including general refurbishment of the building with internal and external alterations.

Planning Permission Granted on 10th January 2014 Subject to Conditions.

Please see Legal Pack for further details.

The former museum provides scope for redevelopment and the vendors' architects have drawn plans detailing a residential development comprising two separate units but planning permission has not been applied for. All interested parties should make their own enquiries of the local planning authority, Walsall Metropolitan Borough Council.

Accommodation:

Lock Keepers Cottage:

Entrance lobby, Breakfast Kitchen, Reception Room, inner hall, 3 Bedrooms, Bathroom/toilet.

Outside

Side Paved Garden area with gate to tow path.

Former Canal Museum:

The property comprise of the following approximate areas and dimensions:

Ground floor Display area:

87.55sq m (942sq ft)

First Floor Display area:

37.41sq m (403sq ft)

Total Net Internal Area:

124.96sq m (1,345sq ft)

Outside

Side Paved area with gate to tow path.

Please note that the former museum requires comprehensive repair & refurbishment.

Value Added Tax:

We understand that VAT is not payable on the purchase price.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note: Parts of the former museum are in a poor state of repair and any persons viewing must do so with utmost caution and at their own risk. Neither the vendors nor the auctioneers accept liability for any injury or harm caused.



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

LOT 33

By Instruction of the Joint LPA Receivers
Freehold Ground Rent Investment Opportunity
 Guide Price: £60,000 - £70,000

Freehold Ground Rent Investment Opportunity, Haden Arch Court, Haden Hill Road, Halesowen, West Midlands B63 3NF



Property Description:
 A freehold ground rent investment opportunity secured upon a modern three storey purpose built development of cavity brick construction surmounted by a pitched tile clad roof and containing 15 apartments. The property was constructed circa 2004 and is prominently situated set back from

Haden Hill Road (A459) behind a residents car parking area and is located within approximately one mile distance to the North of Halesowen Town Centre.

Ground Rent Income:
 Each apartment is subject to a Long Leasehold Interest for a term of 99 years which commenced 29th of

September 2004 paying a ground rent of £250 per annum during the first 20 years of the term and thereafter increasing to £500 per annum for the next 20 years of the term and thereafter £1,000 per annum for the next 20 years of the term and thereafter £2,000 per annum for the remainder of the term.

Total Current Ground Rent Income (15 apartments):
£3,750 per annum

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

Viewings:
 External Only

LOT 34

Freehold Ground Rent
 Guide Price: £6,000 to £8,000

Freehold Ground Rent 93A Union Road, Shirley, Solihull, West Midlands B90 3BZ



Description:
 A freehold ground rent secured upon a modern detached house constructed circa 1990 and set back from Union Road behind a forecourt parking area and situated in the popular residential suburb of Shirley, Solihull. The property is subject to a long lease for a term of 99 years which commenced on 24th June 1962 at a ground rent of £25 per annum.

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

Viewings:
 Not Applicable

LOT 35

Freehold Ground Rent
 Guide Price: £2,700 to £3,000

Freehold Ground Rent 74 Reddings Lane, Tyseley, Birmingham B11 3HB

Description:

A freehold ground rent secured upon a traditional mid terraced house set back from the road behind a walled foregarden and forming part of an established and predominantly residential area located approximately two miles distance to the south east of Birmingham City Centre.

The property is subject to a long leasehold interest for a term of 75 years from 25th June 1983 at a ground rent of £30 per annum.

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

Viewings:
 Not Applicable



LOT 36

Leasehold Commercial Investment

Guide Price: £18,000 - £22,000 Plus VAT

Unit 1, Premier Partnership Industrial Estate, Leys Road, Brierley Hill, DY5 3UP



Property Description:

The property is located on a well-established industrial estate, less than one mile from Brierley Hill town centre. The estate is situated off Leys

Road (B4180) with good access to the surrounding Black Country towns.

The national motorway network is accessible at Junction 2 of the M5

motorway, located approximately six miles to the east.

The subject premises comprise a single-storey workshop of brickwork construction, with a pitched roof incorporating roof lights. The unit has vehicular access via a roller shutter door to the front, as well as separate pedestrian side access. The accommodation is arranged to provide a workshop or warehouse with a separate office. The premises are occupied and used for vehicle repairs.

Tenancy Information:

The premises are currently let on an Agreement at a rental of £3,102 per annum plus VAT and service charge contributions, however the rental being received is £1,200 per annum plus VAT, plus service charge contributions, reflecting the condition of the premises. Please refer to the legal pack for further details.

Accommodation:

Workshop:
623 sq ft (57.8 sq metres)
Office
130 sq ft (12.0 sq metres)
Total Gross Internal Area
753 sq ft (69.8 sq metres)

Tenure:

We are informed the premises are available by way of an under-lease, expiring 31 January 3003, at a ground rent of one peppercorn, and subject to service charge provisions. Please refer to the legal pack for full details of the title

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 37

Leasehold Commercial Investment

Guide Price: £28,000 - £32,000, Plus VAT

Unit 2, Premier Partnership Industrial Estate, Leys Road, Brierley Hill DY5 3UP



Property Description:

The property is located on a well-established industrial estate, less than one mile from Brierley Hill town centre. The estate is situated off Leys Road (B4180) with good access to the surrounding Black Country towns.

The national motorway network is accessible at Junction 2 of the M5 motorway, located approximately six miles to the east.

The subject premises comprise a single-storey workshop/warehouse of brickwork construction, with a pitched

roof. The unit has vehicular access via a roller shutter door to the front, as well as separate pedestrian access.

Tenancy Information:

The premises are currently occupied under an agreement generating an annual income of £3,600 plus VAT and service charge contributions. Please refer to the legal pack for further details

Accommodation:

Workshop/warehouse
981 sq ft (91.1sq.mtrs.)

The auctioneers have been unable to inspect the subject property, and we rely upon information contained on the Valuation Office Agency website (VOA)

Prospective purchasers should satisfy themselves regarding the quality and size of the accommodation.

Tenure:

We are informed the premises are available by way of an under-lease,

expiring 31 January 3003, at a ground rent of one peppercorn, and subject to service charge provisions. Please refer to the legal pack for full details of the title.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 38

Leasehold Commercial Investment

Guide Price: £20,000 - £25,000 Plus VAT

Unit 12, Premier Partnership Industrial Estate, Leys Road, Brierley Hill DY5 3UP



Property Description:

The property is located on a well-established industrial estate, less than one mile from Brierley Hill town centre. The estate is situated off Leys

Road B4180 with good access to the surrounding Black Country towns. The national motorway network is accessible at Junction 2 of the M5 motorway, located approximately six miles to the east.

The subject premises comprise a workshop/warehouse building of single-storey brick construction, with a flat roof. The unit has a roller shutter, as well as separate pedestrian access.

Tenancy Information:

The premises are currently occupied under an agreement generating an annual rent of £1,200, plus VAT and service charge contributions. Please refer to the legal pack for further details.

Accommodation:

The auctioneers have been unable to inspect the subject property, and we rely upon information contained on the Valuation Office Agency website (VOA)

Workshop/warehouse
950 sq ft (88.3 sq.mtrs.)

Prospective purchasers should satisfy themselves regarding the quality and size of the accommodation.

Tenure:

We are informed the premises are available by way of an under-lease, expiring 31 January 2003, at a ground rent of one peppercorn, and subject to service charge provisions. Please refer to the legal pack for full details of the title.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 39

Leasehold Commercial Investment

Guide Price: £20,000 - £25,000 Plus VAT

Unit 12A, 12A (Part 2), 15, 16A and Basement Storage Premises, Premier Partnership Industrial Estate, Leys Road, Brierley Hill DY5 3UP



Property Description:

The property is located on a well-established industrial estate, less than one mile from Brierley Hill town centre. The estate is situated off Leys Road B4180 with good access to the surrounding Black Country towns.

The national motorway network is accessible at Junction 2 of the M5 motorway, located approximately six miles to the east.

The subject premises are of single-storey brickwork construction, with predominantly flat mineral felt roofs. The premises include an element of basement accommodation.

The premises are approached via a communal service or access corridor.

The premises comprise a variety of commercial, light industrial and storage premises, as well as an element of

living accommodation, all let and producing a combined annual income of £6,900 plus VAT and service charge contributions.

Tenancy Information:

The premises are currently occupied under a variety of separate tenancy agreements, generating an annual rental income as follows:

Unit 12A (Part One):	£ 960
Unit 12A (Part Two):	£1,040
Unit 15:	£1,040
Unit 16A (residential accom.):	£3,380
Basement storage premises:	£ 480

Total £6,900 + VAT

The Income details have been provided by the vendor and all parties should refer to the Legal Pack for confirmation of this information.

Accommodation:

The auctioneers have been unable to inspect the subject property, and we rely upon information provided by the vendor and contained on the Valuation Office Agency website (VOA).

Unit 12A:
200 sq.ft (18.6 sq.mtrs)

Unit 12A (Part 2):
200 sq.ft (18.6 sq.mtrs)

Unit 15:
421 sq.ft (39.1 sq.mtrs)

Unit 16A (Living Accom.): Bedsit with Shower Room/WC

Basement Storage:
500 sq.ft. (46.5 sq.mtrs)

Prospective purchasers should satisfy themselves regarding the quality and size of the accommodation.

Tenure:

The premises are available by way of assignment of a lease for a term of 999 years from June 1996 at one peppercorn ground rent.

The leaseholder is responsible for administering and collecting service charges.

Please see the legal pack for full details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 40

Freehold Vacant Possession

Guide Price: £230,000 - £245,000

23a Augusta Road, Moseley, Birmingham B13 8AE



Property Description:

A four bedroomed detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property offers well laid out accommodation and benefits from gas fired central heating. Augusta Road

is a cul-de-sac which can be found off both Chantry Road and Park Hill.

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Rear Lounge, Kitchen/Diner, Lean-to.

First Floor:

Four Bedrooms and Bathroom having panelled bath, wash basin and WC, Shower Room having shower cubicle, WC and washbasin

Outside:

(Front) Lawned foregarden
(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Find us on the web @
www.cottons.co.uk
E-mail: auctions@cottons.co.uk

LOT 4I

Freehold Residential Development Site for Eight Dwellings

Guide Price £250,000 to £280,000 plus VAT

Residential Development Site Adjacent to The Bagot Arms, Eachelhurst Road, Erdington, Birmingham B24 0QL



Property Description:

A freehold development site rectangular in shape extending to an area of approximately 0.423 acres (1,710sq.mtrs) and prominently fronting Eachelhurst Road adjacent to The Bagot Arms Public House. The land is situated opposite Pype Hayes Park close to the traffic roundabout with Eachelhurst Road and Chester Road and forms part of a popular and predominantly residential area located approximately four miles to the east of Birmingham City Centre and approximately two and a half miles distance to the south of Sutton Coldfield Town Centre.

Planning:

Planning consent was granted by Birmingham City Council Ref: 2012/03177/PA and dated 2nd July 2012 for the erection of eight new dwellings with associated parking and access. The plans approved with the planning consent detailed a development comprising one pair of semi detached dwellings and two blocks of three town houses.

Proposed Accommodation:

The approved plans proposed the following accommodation for each dwelling as follows:

Ground Floor:

Lobby, Lounge, Hallway with Cloak Room having wc, Kitchen Diner

First Floor:

Stairs and Landing, Family Bathroom, Two Bedrooms

Second Floor:

Master Bedroom with En-suite Shower Room

Outside:

Foregarden, Rear garden and secure gated vehicular access off Eachelhurst Road to a car parking area located to the rear

Gross Internal Area (per dwelling): 97.54sq.mtrs (1,050sq.ft) approximately

Note: A copy of the planning consent and Architect's drawings is available for inspection from Birmingham City Council website, www.birmingham.gov.uk/planningonline.

In addition to the aforementioned planning consent the vendors made a pre- application to Birmingham City Council for a scheme of 14 apartments and a response has been received from Peter Barton at Birmingham City Council commenting that there are no issues in principle to a development of 14 flats and providing guidance in respect of layout and design. A copy of the correspondence is available on the Legal Pack.

All interested parties are recommended to contact the local planning department prior to bidding to satisfy themselves of all information relating to the planning status of the site.

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 site boundaries.

LOT 42

247-251 Merritts Brook Lane, Northfield, Birmingham B31 1UJ



Property Description:

A valuable freehold investment opportunity comprising of a substantial two storey detached building containing a ground floor supermarket, a self contained flat to the first floor and additional investment income is produced by way of several mobile telecom masts situated at roof level. The property forms part of a neighbourhood retail parade serving the surrounding residential catchment area. Merritts Brook Lane leads off Frankley Beeches Road and the property is situated within approximately two thirds of a mile distance from Northfield Shopping Centre.

Tenancy Information:

Ground Floor:

Supermarket: Trading as a Costcutter Supermarket on a Lease for a term of 25 years from the 27th of February

2005 at a current rental of £17,000 per annum with five yearly rent reviews.

First Floor:

Flat Accommodation: Let on an Assured Shorthold Tenancy at a rent of £495 pcm (£5,940 per annum)

Telecom Masts (situated at roof level): A Lease is in place to Vodafone Limited (and Telephonica O2 UK Limited) for a term of 15 years from the 7th of August 2008 at a current rental of £7,800 per annum with rent reviews every fifth year

Total Current Rental Income £30,740 per annum

Accommodation:

Ground Floor:

Supermarket: 164 sq.mtrs (1766 sq.ft), Rear Service Area comprising Store

with Refrigeration Unit leading off, Freezer Room, Kitchen, Store Room 1, Office, Store Room 2, Store Room 3, Ladies and Gent WC's with wash basin, Store Room 4, Store Room 5 having loading access: 140 sq.mtrs (1507 sq.ft)

Total floor area 304 sq.mtrs (3272 sq.ft)

Outside:

(Front) Paved forecourt providing customer parking, side passageway and yard providing external storage and loading access

Flat Accommodation:

Private Ground Floor Entrance

First Floor:

Stairs and Landing, Kitchen with modern units, Bathroom with modern suite having panel bath with shower

over and pedestal wash basin, Separate WC, Lounge and Three Bedrooms.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Energy Performance

Certificate: The EPC for this property was commissioned on 20th March 2014. This will be added to the Legal Pack and available on our website.

By Instruction of the Joint LPA Receivers
Freehold Investment
 Guide Price: £250,000 - £280,000



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 43

Freehold Shop and Residential Investment Property

Guide Price: £120,000 - £135,000

227 Merritts Brook Lane, Northfield, Birmingham B31 1UJ



Property Description:

Northfield is a predominantly residential suburb of Birmingham, lying approximately 7 miles southwest of the city centre.

As at the 2001 census, the population is recorded at 24,444. However, the catchment population is significantly larger.

The A38 Bristol Road South passes through Northfield, and links with the M42 and M5 motorways, approximately 6 miles to the southwest.

The property comprises a two-storey, semi-detached building, forming part of a neighbourhood shopping parade. The property is of brickwork construction, with a pitched plain clay tiled roof.

The property provides a ground floor lock-up shop, with a self-contained flat above.

Both the retail and residential elements of the property are occupied and let by way of separate leases or tenancy agreements.

Accommodation: Shop (Ground Floor):

Internal width (front)
18 ft 4 in (5.59 sq m)

Internal width (rear)
15 ft 10 in (4.83 sq m)
Shop depth
77 ft 6 in (23.62 sq m)

Sales area
1,265 sq ft (117.5 sq m)

First Floor (Flat):

Kitchen
Living Room
Bedroom
Bathroom/Toilet

Tenancy Agreements:

We are informed the ground floor lock-up shop is let by way of the residue of a 21-year lease from 2011, at a rent of £12,000 per annum, exclusive, subject to rent review every three years.

We are further informed the first floor flat is subject to an Assured Shorthold Tenancy for a term of 12 months from April 2013, at a rent of £500 per calendar month.

Please see the legal pack for full details of the lease and tenancy agreement.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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 £395 + 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 £150 + 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 Bank/Building Society draft 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

(all cheques are subject to a valid form of identification eg. passport or photo driving licence and 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

LOT 44

Freehold Residential Development Site for Six Dwellings

Guide Price: £110,000 - £120,000

Residential Development Site to the rear of 44-62 Cheviot Road, Wolverhampton, WV2 2HD

Property Description:

A freehold development site extending to an area of approximately 0.45 Acres (1,841 mtr.sq) and accessed via a driveway adjacent to 42 Cheviot Road. Cheviot Road is located off both Dixon Street and Rough Hills Road. The site itself is situated within an established residential area.

Planning:

Planning Consent was granted by Wolverhampton City Council Ref: 10/00325/FUL and dated 15th of June 2011 for the erection of six houses (one detached two bedroom bungalow, two semi-detached three bedroomed houses and three two bedroomed terraced houses) with associated landscaping and car parking.

Proposed Accommodation:

Bungalow:

Entrance Hallway, Kitchen, Living Room, Bathroom, Two Bedrooms

Terraced Housing x 3:

Ground Floor:

Having Entrance Hallway, WC, Kitchen, Living Room



First Floor:

Two Bedrooms and Bathroom having panelled bath, wash basin and WC

Semi-Detached Housing x 2:

Ground Floor:

Entrance Hallway, Kitchen/Diner, Living Room, Stairs to

First Floor:

Three Bedrooms and Bathroom having panelled bath, wash basin and WC

Note:

A copy of the Planning Consent and Architects drawings are available for inspection at Wolverhampton City Council Website www.wolverhampton.gov.uk



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 45

Freehold Land

Guide Price: £5,000 - £10,000

Land at 2a Whitcot Grove, Longbridge, Birmingham B31 4JU



Property Description:

A parcel of fenced freehold land set back from the road and situated adjacent to number 2 Whitcot Grove and extending to an area of approximately 192 sq.mtrs. The land may be suitable for a variety of uses however all interested parties must satisfy themselves in full with any proposed plans that they may

have with Birmingham City Council. Whitcot Grove is located off Longbridge Lane (B4096)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 46 Leasehold Vacant Possession

Guide Price: £38,000 - £44,000

4a Johnson Road, Erdington, Birmingham B23 6PU

Property Description:

A ground floor flat forming part of a brick built end terraced property that has been converted to provide two self contained flats. The property benefits from having UPVC double glazing and electric heating. Johnson Road is located off Station Road and the property is within walking distance to Erdington Train Station and within a quarter of a miles distance from Erdington High Street.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Bedroom, Dining Room, Kitchen and Bathroom having panelled bath, wash basin and WC

Outside:

(Front) Paved side entrance
(Rear) Garden

Lease Term:

Term: 99 years from 29 September 1988
Rent: £30 rising to £60

Legal Documents:

Available at www.cottons.co.uk



Viewings:

Via Cottons – 0121 247 2233

LOT 47 Freehold Vacant Possession

Guide Price: £60,000 to £68,000

19 Southfield Avenue, Edgbaston, Birmingham B16 0JN

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from three bedrooms, part double glazed windows and gas fired central heating but requiring modernisation and improvement throughout. The property is set back from the road behind a small walled foregarden and Southfield Avenue comprises of a cul-de-sac which leads directly off Southfield Road and which in turn leads off Rotton Park Road. The property forms part of a predominantly residential area located approximately two miles distance to the west of Birmingham City Centre.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen, Bathroom

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Walled foregarden
(Rear) Garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 48

Freehold Investment

Guide Price: £55,000 - £60,000

2 Church Street, Tipton, West Midlands DY4 7SR



Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, offered for sale in presentable condition, benefiting from UPVC double glazed windows/ external doors and gas fired central heating. Church Street forms part of an established residential area and leads directly off Tividale Road (A4033) within approximately one quarter of a mile distance from the junction with Birmingham New Road (A4122) and approximately one mile distance to the east of Dudley Town Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £495 per calendar month (£5,940 per annum)

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen, Breakfast Room

First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with modern suite comprising panelled bath having shower over, pedestal wash basin and wc

Outside:

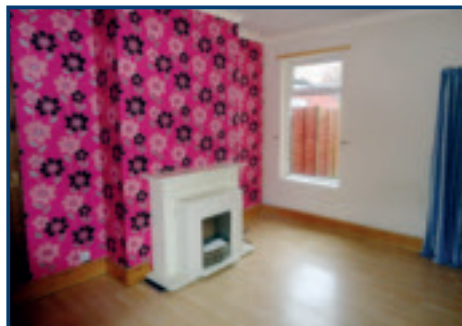
(Rear) Paved yard and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 49

By Instruction of the Liquidator of London Property Corporation Limited

Freehold Investment
Guide Price: £120,000 to £130,000

96 East Street, Hereford HR1 2LW



Property Description:

A two storey end terraced restaurant premises of brick construction surmounted by a pitched tile clad roof, currently occupied and trading as Lotus Chinese Restaurant.

The property directly fronts East Street opposite the Booth Hall Public House and forms part of Hereford City Centre. East Street is a continuation of West Street which leads off Hereford Ring Road/Victoria Street (A49).

Tenancy Information:

The property is let on a lease for a term of 10 years which commenced on 22nd December 2006 on Full Repairing and Insuring Terms and at a rental of £17,500 per annum. The lease makes provision for rent reviews on the 3rd, 6th and 9th Year.

Accommodation:

Ground Floor:

Restaurant: 33.94sq.mtrs (365sq.ft)
Having 18 Covers, Bar and Store Cupboard, Kitchen: 18.58sq.mtrs (200sq.ft)

First Floor:

Stairs to Reception Area with rear fire access, Restaurant: 63sq.mtrs (388sq.ft) with 22 Covers, Landing Area, Store Cupboard, Ladies and Gents Toilets

Outside:

(Rear) Enclosed yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



--- Legal Documents Online ---



Legal documents for our lots are now or will be available online. Where you see the icon on the website you will be able to download the documents.

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LOT 50

Freehold Vacant Possession

Guide Price: £76,000 - £82,000

13 Turton Road, West Bromwich, West Midlands, B70 8LA



Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC glazing however does require some modernisation and improvement. Turton Road is located off Westbourne Road which in turn can be found off Clifford Road.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Utility Area

First Floor:

Three Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

(Front) Lawned foregarden

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 51

Freehold Vacant Possession

Guide Price: £58,000 - £62,000

52 Westbourne Road, West Bromwich,
West Midlands B70 8LD

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 however does require modernisation and improvement. Westbourne Road is located off Margaret Street which in turn is found off Bromford Lane.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen and Bathroom having panel bath, wash basin and wc.

First Floor:

Two double bedrooms

Outside:

(Front) Walled foregarden

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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LOT 52
Freehold Vacant Possession
 Guide Price: £100,000 - PLUS

6 Gate Lane, Boldmere, Sutton Coldfield, West Midlands B73 5TT

Property Description:

A traditional end terraced cottage of rendered brick construction surmounted by a pitched tile clad roof occupying a substantial plot extending to an area of approximately 0.13 acres and benefiting from two garages. The property requires modernisation and refurbishment throughout and provides scope for extension and redevelopment of the existing dwelling. The property forms part of a popular mixed use area and Gate Lane leads directly off Boldmere Road which in turn leads off Jockey Road (A453).

Planning:

The property occupies a rectangular shape plot extending to 0.13 acres and provides scope for extension or redevelopment of the existing dwelling subject to obtaining planning consent from the local planning authority for any proposed scheme. All interested bidders should contact Birmingham City Council Planning Department prior to bidding to discuss their proposals.

Accommodation:
Ground Floor:

Lounge, Rear Reception Room, Kitchen with Pantry, Bathroom with bath, wash basin, Separate WC

First Floor:

Stairs and Landing, two Bedrooms

Outside:

(Front) Foregarden, driveway and two brick built garages

(Rear) Pedestrian access (subject to right of way in favour of neighbouring dwelling), brick store and large lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Victoria Mansions, 32/35 Hall Street, Birmingham B18 6BS

An attractive part occupied mixed-use investment, currently producing £38,430 per annum with potential to increase the rental to in excess of £100,000 per annum. The property occupies a prominent location on Hall Street, located opposite its junction with Branstons Street and nearby the adjoining Warstone Lane, situated in Birmingham's popular and renowned Jewellery Quarter. The property is Grade II Listed and currently enjoys empty rates exemption for void areas.

Arranged across a combination of two and three storeys around a central paved courtyard, the property comprises a substantial Victorian building of brick construction under a pitched slate-tiled roof. It is currently configured as a combination of ground floor retail units with frontage to Hall Street, together with a number of office and residential conversions to the rear and above.

The property has potentially extensive asset management and redevelopment possibilities, including for increased residential use of the upper floors and rear areas around its central courtyard, subject to appropriate consents.
Gross Internal Area: 2,136.77sq.mtrs (23,000sq.ft) approximately

Unconditional offers are invited

Viewings strictly by appointment with the Joint Agents:

Colliers International
Ref: Nick Hammond: Tel: 0121 265 7587
E-mail: nick.hammond@colliers.com



Cottons Chartered Surveyors
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JIB183.10.13

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 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

G18.3 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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