

26th MAY 2016

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 26th MAY 2016

11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB

VILLA PARK

BIRMINGHAM

B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

Credit card or Business card Payments

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

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

ID

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

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

Third Party Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Misrepresentation Act

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

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

Definition

Definition of Guide Prices

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

Definition of Reserve Price

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

A Collective Auction Sale of 49 LOTS

Order of Sale

Comprising of a range of Residential and Commercial, Vacant and Investment properties and Land and Development Opportunities.

By instruction of a variety of Vendors including LPA Receivers, Solicitors, Joint Property Agents, Companies and Private Clients.

1	71 BATH STREET, SEDGLEY, DUDLEY, WEST MIDLANDS DY3 1LS	Freehold Vacant Commercial	40	32 HUMBER ROAD, COVENTRY, WEST MIDLANDS, CV3 1BA	Freehold Commercial Investment
2	7 STIRLING COURT, STIRLING ROAD, EDGBASTON, BIRMINGHAM, B16 9BE	Leasehold Residential Investment	41	178 MERRIDALE STREET WEST, WOLVERHAMPTON, WV3 0RP	Freehold Residential Investment
3	YARD & WORKSHOP, 4A CHAPEL STREET, HEATH HAYES, WS12 3HE	Freehold Vacant Commercial	42	4 NORMAN TERRACE, CHILTON, FERRYHILL, COUNTY DURHAM DL17 0HF	Freehold Vacant Residential
4	31 LUPIN ROAD, DUDLEY, WEST MIDLANDS DY2 7NR	Freehold Residential Investment	43	27 TENTH STREET, PETERLEE, COUNTY DURHAM SR8 4NE	Freehold Vacant Residential
5	58 BRISTOL STREET, WOLVERHAMPTON, WV3 0HD	Freehold Residential Investment	44	LAND R/O 27-31 CHERRY HILL ROAD, BARNET GREEN, BIRMINGHAM, B45 8LN	Freehold Land
6	21 LIME STREET, WOLVERHAMPTON, WV3 0EY	Freehold Residential Investment	45	BARAKAHS PLAY NURSERY, BEARMORE ROAD, CRADLEY HEATH, B64 6DU	Freehold Vacant Commercial
7	FORMER DOCTORS SURGERY, PINFOLD LANE, WHEATON ASTON, ST19 9PD	Freehold Vacant Commercial	46	46 COURTNEY, ST. CECILIA CLOSE, KIDDERMINSTER, WORCESTERSHIRE DY10 1LN	Leasehold Vacant Residential
8	3 LLOYD STREET, DUDLEY, WEST MIDLANDS DY2 8NG	Freehold Vacant Residential	47	68 HENGAR MANOR, ST. TUDY, BODMIN, CORNWALL PL30 3PL	Leasehold Holiday Bungalow
9	2A HIGH STREET, LYE, STOURBRIDGE, WEST MIDLANDS DY9 8JT	Leasehold Residential Investment	48	110 FABIAN CRESCENT, SHIRLEY, SOLIHULL, WEST MIDLANDS B90 2AD	Leasehold Vacant Residential
10	3B HIGH STREET, LYE, STOURBRIDGE, WEST MIDLANDS DY9 8JT	Leasehold Residential Investment	49	35 BROOK ROAD, FAIRFIELD, BROMSGROVE, WORCESTERSHIRE B61 9JZ	Freehold Vacant Residential
11	6B HIGH STREET, LYE, STOURBRIDGE, WEST MIDLANDS DY9 8JT	Leasehold Residential Investment			
12	12 DALEWOOD CROFT, SHELDON, BIRMINGHAM B26 1NB	Freehold Vacant Residential			
13	29 DAWSON AVENUE, BILSTON, WEST MIDLANDS WV14 9BJ	Freehold Residential Investment			
14	FORMER CINEMA/NIGHT CLUB, 17 DUDLEY ROAD, BRIERLEY HILL, DY5 1HA	Freehold Vacant Commercial			
15	48 AND 48A LEWIS STREET, TIPTON DY4 7ED	Freehold Vacant Residential			
16	192 & 194 FOLESHILL ROAD, COVENTRY, CV1 4JH	Freehold Commercial Investment			
17	4 WHEELER STREET, NEWTOWN, BIRMINGHAM, B19 2ER	Leasehold Commercial Investment			
18	159A ARBURY ROAD, NUNEATON, WARWICKSHIRE CV10 7NH	Freehold Building Plot			
19	27 BRADFORD STREET, WALSALL, WS1 1PN	Freehold Vacant Commercial			
20	6/8 TETTENHALL ROAD, WOLVERHAMPTON, WV1 4SA	Freehold Commercial Investment			
21	149 DUDLEY ROAD, WINSON GREEN, BIRMINGHAM, B18 7QY	Freehold Pt Vacant Commercial			
22	151 DUDLEY ROAD, WINSON GREEN, BIRMINGHAM, B18 7QY	Freehold Commercial Investment			
23	33 WILLINGSWORTH ROAD, WEDNESBURY, WEST MIDLANDS WS10 7NL	Freehold Vacant Residential			
24	17 LYSWAYS STREET, WALSALL, WS1 3AG	Freehold Vacant Residential			
25	119 OLD FALLINGS CRESCENT, WOLVERHAMPTON WV10 9PT	Freehold Residential Investment			
26	33 CRANHILL CLOSE, SOLIHULL, WEST MIDLANDS B92 8RX	Freehold Vacant Residential			
27	378 GOSPEL LANE, ACOCKS GREEN, BIRMINGHAM, B27 7AN	Freehold Pt Vacant Commercial			
28	FLAT 50, BOWEN COURT, WAKE GREEN PARK, BIRMINGHAM, B13 9XP	Leasehold Vacant Residential			
29	FLAT 12 STOCKTON COURT, MASON STREET, BILSTON, WV14 9SY	Leasehold Vacant Residential			
30	106 OSPREY DRIVE, DUDLEY, WEST MIDLANDS DY1 2JT	Freehold Residential Investment			
31	83 BRADES ROAD, OLDBURY, WEST MIDLANDS B69 2EB	Freehold Vacant Commercial			
32	FLAT 1, 18-20 YORK ROAD, EDGBASTON, BIRMINGHAM, B16 9JB	Leasehold Residential Investment			
33	FLAT 2, 18-20 YORK ROAD, EDGBASTON, BIRMINGHAM, B16 9JB	Leasehold Residential Investment			
34	55 TO 57 CAMBRIDGE STREET, WEST BROMWICH., WEST MIDLANDS B70 8HG	Freehold Vacant Commercial			
35	107 GORGE ROAD, WOLVERHAMPTON, WEST MIDLANDS WV14 9RH	Freehold Vacant Care Home/HMO			
36	LAND ADJ 107 GORGE ROAD, WOLVERHAMPTON, WEST MIDLANDS WV14 9RH	Freehold Development Land			
37	73 WATER STREET, KINGSWINFOR, WEST MIDLANDS DY6 7QD	Freehold Vacant Residential			
38	8 WESTBOURNE ROAD, WALSALL, WEST MIDLANDS WS4 2JA	Freehold Pt Vacant Residential			
39	30 HUMBER ROAD, COVENTRY, WEST MIDLANDS CV3 1BA	Freehold Commercial Investment			

Auctioneers

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

Valuers: Ian M. Axon, Stephen, D. Sutton B.Sc. (Est.Man.) FRICS
Dan O'Malley B.Sc. (Hons.) HND

Auction Manager: Sue Worrall

Auction Team: Richard Longden B.Sc.(Hons.) MRICS, Nada Turton B.A, Julie Murphy, Sharron Sheldon, John Askam B.A, Joanne Palmer, Laura Steventon B.A, Jason Coombes B.A, Andrew Smith, Nick Burton, Richard Gaines, Kevin Hogan, Trish Doyle.

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

ID REQUIREMENTS

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

DEPOSIT/PAYMENT METHODS

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

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

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

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

LOT 1

Freehold Vacant Retail Shop with Living Accommodation *Guide Price: £150,000 - PLUS

By Instruction of The Joint LPA Receivers

71 Bath Street, Sedgley, Dudley, West Midlands, DY3 1LS



Property Description:

A detached two storey retail premises of predominantly two storey brick construction surmounted by a pitched tile clad roof and comprising a ground floor supermarket formerly trading as Costcutter with ancillary accommodation along with three bedroomed living accommodation to the first floor benefitting from gas fired central heating and part UPVC double glazed windows. The property occupies a sizeable rectangular shaped plot extending to an area of approximately 0.144 acres (584sq.mtrs) and including a large tarmacadam forecourt providing customer car parking and large rear garden. The property forms part of a popular and established predominantly residential area and Bath Street leads directly off Gorge Road (A463) which in turn leads off Wolverhampton Road (A549)

Accommodation:

Ground Floor

Retail supermarket 78.93sq.mtrs (849sq.ft) with aluminium shop front having roller shutter

protection, Lobby, Inner Hall with Staff Toilet, Office/Store 7.97sq.mtrs (85sq.ft), Garage/Store 13.43sq.mtrs (144sq.ft), Rear Entrance Hall, Kitchen 12.38sq.mtrs (133sq.ft) with a range of fitted units

First Floor

Stairs and Landing, Lounge, Three Bedrooms, Shower Room with modern suite having glazed shower enclosure, pedestal wash basin and WC

Outside:

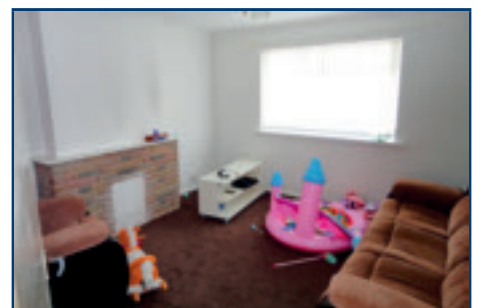
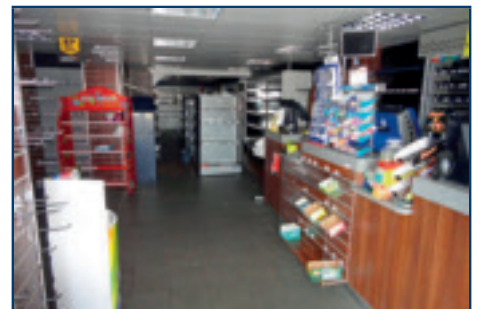
Front Tarmacadam forecourt providing customer car parking

Rear Paved yard/patio and a large lawned garden

Note: All fixtures and fittings contained within the Retail Premises are excluded from the sale.

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

Viewings: Via Cottons - 0121 2472233



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

LOT 2
Leasehold First Floor Mansion Flat - Investment

*Guide Price: £65,000 - £70,000

7 Stirling Court, Stirling Road, Edgbaston, Birmingham, West Midlands, B16 9BE
Property Description:

A first floor flat forming part of a purpose built four storey mansion block located to the southern section of Stirling Road close to the junction with Hagley Road (A456). The property was refurbished in 2011 including replacement kitchen and shower room fittings and provides well laid out accommodation benefiting from electric heating and security door entry system.

The property forms part of the well regarded Edgbaston suburb comprising an established mixed area containing a range of residential properties, office accommodation and retail shops and conveniently situated within approximately one miles distance to the west of Birmingham City Centre.

The property is let on an Assured Shorthold Tenancy at a rent of £495 per calendar month (£5,940 per annum). We understand the current tenant has been in occupation since 2011.

Accommodation:
Ground Floor

Communal Entrance with security door entry access.


First Floor

Stairs and Communal Landing, Reception Hall with Store, Living Room, Kitchen with range of modern fittings having built in cooker, Double Bedroom, Shower Room with wash basin and Separate WC

Leasehold Information

Lease Term: 99 years from 29th September 1974

Ground Rent: £35 per annum

Service Charge: Refer to Legal Pack

Note: The Lessee is entitled to ownership of a one twelfth share of the freehold and will become a director of the freehold management company.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

DEPOSITS AND ADMINISTRATION FEE

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

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

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

Cottons
CHARTERED SURVEYORS

LOT 3

Freehold Vacant Possession

*Guide Price: £18,000 - £22,000

Yard & Workshop, 4A Chapel Street, Heath Hayes, Cannock, Staffordshire WS12 3HE

Property Description:

A single brick built workshop set back behind a yard/car parking area, that is accessible by a vehicular right of way access, situated on Hednesford road.

The open plan workshop benefits for a pedestrian access on Chapel Street and has an Electrical service, WC connection and drainage provision.

The buyer will be responsible for separating the water supply which is currently served from 157 Hednesford Road.

The property may be subject to redevelopment, provided relevant planning consent is obtained via Cannock Chase Council.

Accommodation

Workshop: 53.95sq.mtrs (580sq.ft) approximately, Kitchen Area, Shower Room having Shower Cubicle, Wash Basin and WC.

Outside

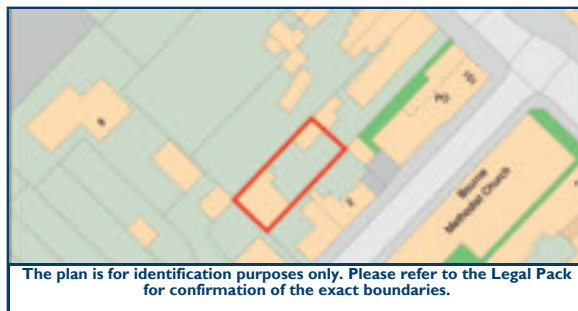
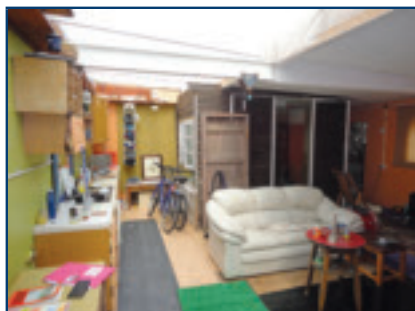
Yard Area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Cottons

CHARTERED SURVEYORS

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**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 4

Freehold Residential Investment

*Guide Price: £55,000 - £60,000

31 Lupin Road, Dudley, West Midlands DY2 7NR

Property Description:

A semi detached house having rendered elevations, surmounted by a slate clad roof and benefitting from Upvc replacement windows and gas fired central heating.

Lupin Road leads off Bunn's Lane and forms part of a residential area known as Kate's Hill and the property is conveniently within approximately three quarters of a mile distance from Dudley Town Centre.

The property is currently let on an Assured Shorthold tenancy at a rental of £425 pcm (£5,100 per annum).

Accommodation

Ground Floor

Entrance Hall, Lounge, Kitchen, Rear Entrance Hall, Bathroom and wc

First Floor

Stairs and Landing, Two Double Bedrooms

Outside:

(Front) Foregarden with pedestrian side access to rear

(Rear) Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 5

Freehold Investment

*Guide Price: £59,000 - £64,000

58 Bristol Street, Wolverhampton, West Midlands WV3 0HD

Property Description:

A mid-terraced property of brick construction surmounted by an interlocking tiled clad roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating and has recently undergone some modernisation and improvement works. Bristol Street is located off both Lime Street and Lea Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500 pcm (£6,000 per annum)

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen, Inner Lobby and Bathroom having panelled bath with electric shower over, wash basin and WC

First Floor

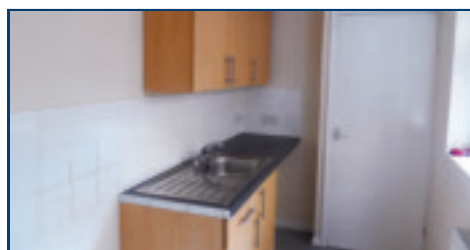
Two Double Bedrooms

Outside:

Rear Garden area

Viewings – Via Cottons – 0121 247 2233

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



LOT 6

Freehold Investment

*Guide Price: £59,000 - £64,000

21 Lime Street, Wolverhampton, West Midlands WV3 0EY

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating. Lime Street is located off both Owen Road and Lea Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £460 pcm (£5,520 per annum)

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having bath, wash basin and WC, Stairs to first floor

First Floor

Having Three Bedrooms

Outside:

Rear Garden area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 7

Freehold Vacant Possession (Potential Residential Redevelopment)

*Guide Price: £52,000 - £56,000

Former Doctors Surgery, Pinfold Lane, Wheaton Aston, Stafford, Staffordshire ST19 9PD

Property Description:

A single storey former doctors surgery occupying a site extending to approximately 219 sq.mtrs (2357 sq.ft) and surmounted by a tiled roof set back from the road behind a tarmac covered forecourt allowing for off road parking for numerous vehicles. The property is in need of modernisation and improvement throughout. The property is located on Pinfold Lane close to the junction with High Street.

Planning

We understand from the Seller that they have requested pre-planning application advice regarding the conversion to residential useage from South Staffordshire Borough Council and received a reply on the 11th of March 2016 (Ref: 15/00176/PREAPP) stating the proposal site is within the Wheaton Aston Development Boundary and as such the principle of residential development is considered to be acceptable a copy of the letter from South Staffordshire Borough Council is detailed in the Legal Pack.

Accommodation

Ground Floor

Open plan L-shaped accommodation, WC x 2

Outside:

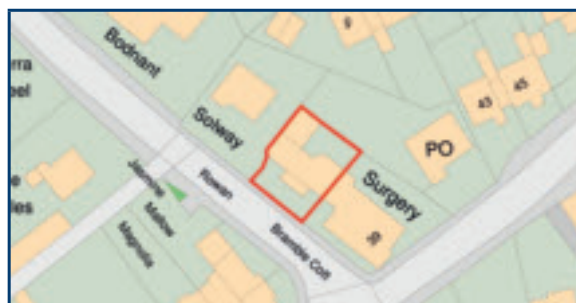
Front Tarmac covered forecourt allowing for off road parking for numerous vehicles

Rear Small yard

Legal Documents –

Available at www.cottons.co.uk

Viewings - Via Cottons – 0121 247 2233



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

LOT 8

Freehold Vacant Possession

*Guide Price: £55,000 - £59,000

3 Lloyd Street, Dudley, West Midlands DY2 8NG

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having been extended to the rear and includes UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and is generally offered for sale in a presentable condition throughout. Lloyd Street is located off both Dando Road and Blackacre Road

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen/Diner, Stairs to

First Floor

Having Two Bedrooms and Bathroom with panelled bath with electric shower over, wash basin and WC

Outside:

Rear Small yard area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 9

Long Leasehold Flat Investment

*Guide Price: £30,000 - £35,000

2A High Street, Lye, Stourbridge, West Midlands DY9 8JT

Property Description:

A first floor flat forming part of a three storey brick built development comprising of a ground floor retail parade with residential flats and maisonettes over. The property benefits from UPVC double glazed windows and offers well laid out accommodation.

The development is prominently situated at the junction with High Street and Dudley Road, the latter providing vehicular access to a rear service yard and internal stairs leading to the residential flats/maisonettes.

The property is currently let on an Assured Shorthold Tenancy expiring 30th August 2016 at a rental of £330 per calendar month (£3,960 per annum)

Accommodation:

First Floor

Entrance Hall, Lounge, Bedroom, Kitchen, Bathroom

Outside:

External yard/patio area

Leasehold Information

Lease Term: A new lease for a term of 125 years will be granted from completion.
Ground Rent: £150 per annum rising during the term. Please refer to the legal pack for full lease details

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 10

Long Leasehold Flat Investment

*Guide Price: £30,000 - £35,000

3B High Street, Lye, Stourbridge, West Midlands DY9 8JT

Property Description:

A first floor flat forming part of a three storey brick built development comprising of a ground floor retail parade with residential flats and maisonettes over. The property benefits from UPVC double glazed windows and offers well laid out accommodation.

The development is prominently situated at the junction with High Street and Dudley Road, the latter providing vehicular access to a rear service yard and internal stairs leading to the residential flats/maisonettes.

The property is currently let on an Assured Shorthold Tenancy expiring 27th May 2016 at a rental of £330 per calendar month (£3,960 per annum)

Accommodation:

First Floor

Entrance Hall, Lounge, Bedroom, Kitchen, Bathroom

Outside:

External yard/patio area

Leasehold Information

Lease Term: New lease for a term of 125 years will be granted from completion.
Ground Rent: £150 per annum rising during the term. Please refer to the legal pack for full lease details

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 11

Long Leasehold Three Bedroom Flat Investment

*Guide Price: £45,000 - £50,000

6B High Street, Lye, Stourbridge, West Midlands DY9 8JT

Property Description:

A duplex maisonette forming part of a three storey brick built development comprising of a ground floor retail parade with residential flats and maisonettes over. The property benefits from UPVC double glazed windows and offers well laid out accommodation which includes three bedrooms.

The development is prominently situated at the junction of High Street and Dudley Road, the latter providing vehicular access to a rear service yard and internal stairs leading to the residential flats/maisonettes.

The property is currently let on an Assured Shorthold Tenancy expiring on 28th February 2017 at a rental of £420 per calendar month (£5,040)

Accommodation:

First Floor

Reception Hall, Lounge/Dining Room, Kitchen

Second Floor

Stairs and Landing, Three Bedrooms, Bathroom

Outside:

External yard/patio area

Leasehold Information

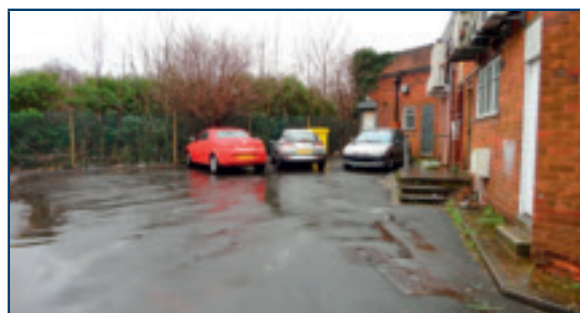
Lease Term: A new term for a term of 125 years to be granted from completion
Ground Rent: £150 per annum rising during the term. Please refer to the legal pack for full lease details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 12

Freehold Vacant Possession

*Guide Price: £110,000 - £116,000

12 Dalewood Croft, Sheldon, Birmingham, West Midlands B26 1NB

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having double glazing and gas fired central heating however does require modernisation and improvement. Dalewood Croft is a cul-de-sac located off both Wensley Road and Saxondale Avenue

Accommodation:

Ground Floor

Entrance Porch, Lounge, Kitchen, Utility Room and Conservatory, Stairs to

First Floor

Having Three Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside:

Front Lawned foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 13

Freehold Residential Investment

*Guide Price: £70,000 - £76,000

29 Dawson Avenue, Bilston, West Midlands WV14 9BJ

Property Description:

A semi detached house of brick construction surmounted by a hipped interlocking tile clad roof, benefiting from UPVC double glazed windows and external doors, gas fired central heating, three good sized bedrooms and off road car parking.

The property is situated in a cul-de-sac located off Pugh Road which leads off Mount Road and which in turn leads off Birmingham New Road (A4123).

The property is currently let on an Assured Shorthold Tenancy at a rental of £460 per calendar month (£5,520 per annum).

Accommodation

Ground Floor

Reception Hall, Lounge, Kitchen with a range of modern fitted units, Bathroom with panelled bath having electric shower over, vanity wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

(Front) Block paved forecourt providing off road parking

(Rear) Pedestrian side access to a garden with block built store

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



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 14

Freehold Vacant Former Cinema/Night Club

*Guide Price: £270,000 - £300,000

Former Cinema/Night Club Premises, 17 Dudley Road, Brierley Hill, West Midlands, DY5 1HA



Property Description:

A substantial former cinema and nightclub premises, built in Art Deco style predominantly of brick with steel frame. The property was built in the 1930's as 'The Danilo Cinema' being opened by entertainer George Formby OBE in December 1936 and continuing up until 1969 when it became a Mecca Bingo Hall followed by various night club uses.

The property occupies a prominent position fronting Dudley Road (A461), and directly fronts Bank Street (B4179) to the rear which provides car parking and loading access.

The property is situated within Brierley Hill town centre surrounded by a densely populated residential catchment area and is conveniently within approximately 2¾ miles from Dudley Town Centre whilst Birmingham City Centre is approximately 10 miles to the East. The nearest motorway junction is approximately 4½ miles to the East (Junction 2, M5). The total floor area of the building is approximately 937sq.m. (10,091sq.ft.) laid out over three floors, whilst the site extends to approximately 0.218 acres (882sq.mtrs).

Planning:

The property may be suitable for a variety of uses and all interested parties should discuss their proposals with the local planning department at Dudley MBC prior to bidding.

Accommodation:

(Note: all dimensions obtained courtesy of www.voa.gov.uk)

Ground Floor

Net Internal Area: 459.8sq.m. (4,950sq.ft.) comprising Dance Floor, Seating Areas, Reception

Lobby, Bar Areas, Toilets and Stores.

First Floor

Net Internal Area: 162.4sq.m. (1,748sq.ft.) comprising Balcony, Restaurant/Kitchen, Cloaks, Storage and Toilets

Second Floor:

Gross Internal Area: 315.20sq.m. (3,392sq.ft.) comprising Ancillary Stores and Offices

Total Floor Area – 937sq.m. (10,091sq.ft.) approx.

Outside:

Rear – Car Park for approximately 12 cars, accessed off Bank Street

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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



LOT 15**Freehold Vacant Possession (Two Self-Contained Flats)**

*Guide Price: £85,000 - £95,000

48 & 48A Lewis Street, Tipton, West Midlands, DY4 7ED**Property Description:**

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and gravelled driveway allowing for off road parking. The property has been converted to provide two separate self-contained flats to the ground and first floors respectively. Both flats are separately metered, the Ground floor flat has recently been refurbished and includes UPVC Double Glazing, gas fired central heating, modern kitchen and bathroom fittings. The first floor flat benefits from having UPVC Double Glazing and electric heating. Lewis Street is located off both Sheepwash Lane and Horseley Heath (A461)

Accommodation:**Ground Floor Flat**

Kitchen/Diner, Lounge (Potential 2nd Bedroom), Bedroom and Shower Room having shower cubicle, wash basin and WC

First Floor Flat

Accessed from the side and having Stairs, Lounge, Kitchen, Bedroom and Shower Room with shower cubicle, wash basin and WC

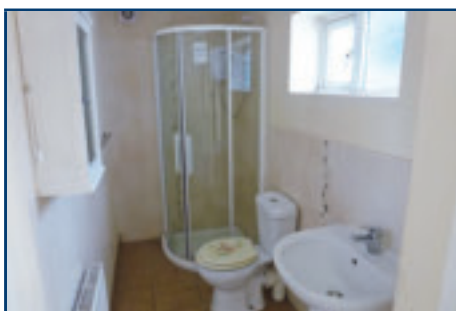
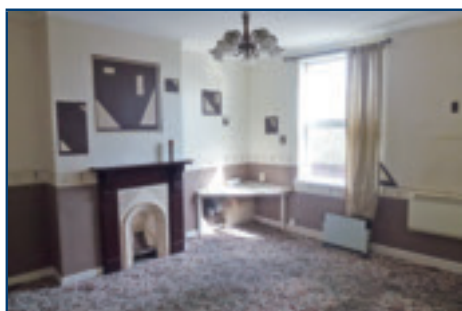
Outside:

Front Walled foregarden

Side and Rear Gravelled driveway and rear garden allowing for off road parking

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

Viewings: Via Cottons-0121 247 2233



LOT 16

Freehold Restaurant/Flat Investment

*Guide Price: £170,000 - £185,000

By Instruction of the Joint LPA Receivers

192 & 194 Foleshill Road, Coventry, West Midlands, CV1 4JH



Property Description:

A double fronted investment opportunity comprising of a pair of traditional built terraced retail shops of two storey brick construction surmounted by a pitched tile clad roof having separate flat/bedsit accommodation to the first floors. The ground floor premises comprise of a hot food takeaway/restaurant premises known as City Pizza, fronting the busy Foleshill Road (B4113) and forming part of a traditional mixed commercial/residential area. The property is located between the junctions of George Elliott Road and Eagle Street approximately half a mile north of Coventry City Centre.

Tenancy Information

The Receivers have been provided with leases detailing the following information:
Ground Floor: Subject to a Law Society lease to Mirage Coventry Ltd trading as City Pizza for a term of six years expiring 31 December 2019 at an existing rental of £18,000 per annum subject to three yearly rent reviews
First Floor:
192A Foleshill Road: Let on an Assured Shorthold Tenancy from 1st October 2015 at a rental of £500 per calendar month (£6,000 per annum)
194A Foleshill Road: Let on an Assured Shorthold Tenancy from 26 September 2015 at a rental of £500 per calendar month (£6,000 per annum)
Total Rental Income: £30,000 per annum

Note: Receivers are unable to confirm the validity of any aforementioned tenancies and no warranties are provided. All interested parties should satisfy themselves in respect of this matter prior to bidding

Accommodation

Ground Floor

Double Restaurant/Takeaway Premises with Customer Waiting Area and Restaurant Seating for approximately 32 covers: 36.25sq.mtrs (390sq.ft), Toilet with wc and wash basin, Takeaway Counter/Kitchen: 29sq.mtrs (312sq.ft), Preparation Area: 12.8sq.mtrs (137sq.ft), Wash Room, Inner Hall with storage area, Store Room: 10.43sq.mtrs (112sq.ft)

First Floor

Pedestrian side access to external rear stairs leading to First Floor Flat/Bedsit Accommodation known as 192A and 194A Foleshill Road (not inspected)

Outside:

Rear garden with dilapidated garage/store.

Viewings: Via Cottons – 0121 247 2233

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



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



LOT 17
Leasehold Retail/Residential Investment Property
 *Guide Price: £80,000 - £90,000 (Potential Gross Rental Income: £16,500 Per Annum)
4 Wheeler Street, Newtown, Birmingham, B19 2ER**Property Description:**

The property is located on the western side of Wheeler Street, approximately 1½ miles north of Birmingham City Centre, in a predominantly residential area.

The property forms part of a modern, purpose-built development, providing ground floor lock-up shops, with self-contained flats above.

The development provides a range of individual shops and is anchored by a Doctors Surgery or Health Centre and there is also a Dental Surgeon occupying premises close by. Adjacent or nearby traders include William Hill bookmakers, a pharmacy and convenience store.

There is a car park at the side and rear of the property, providing customer car parking space.

The property is of two-storey construction and occupies a middle of terrace position towards the front of the development.

There is a gated yard at the rear of the property, providing vehicular access for the purposes of servicing the shop and also separate pedestrian access to the first floor flat.

The property comprises a ground floor lock-up shop, previously occupied as a hot food takeaway and trading as Newtown Fryer.

The first floor premises comprise a self-contained three bedroomed flat, which is let and occupied under an Assured Shorthold Tenancy Agreement.

We are informed by the Vendor, Heads of Terms are agreed for the re-letting of the ground floor lock-up shop and the first floor flat is already let and income-producing.

Accordingly, the property is likely to be of interest primarily to private investors.

Accommodation:**Ground Floor**

Shop: 45.0 sq m (485 sq ft)

Understairs Store: 1.3 sq m (14 sq ft)

Store: 2.8 sq m (30 sq ft)

Toilet with WC and wash basin.

Preparation Area: 10.2 sq m (109 sq ft)

Total Net Internal Area, Ground Floor: 59.3 sq m (638 sq ft)
First Floor (Self-contained Flat):

Living room with balcony, kitchen, landing/inner lobby with store, three bedrooms and bathroom/toilet with white suite comprising bath, wash basin and WC.

Outside:

Single car garage (interior not inspected).

Title Information

The property is held by way of a lease, having a term of 99 years (less 3 days) from 29th September 1968. We understand the annual ground rent is £175, subject to review, and additional rent.

Tenancy Details**Ground Floor**

We are informed by the Vendor that Heads of Terms are agreed for the re-letting of the ground floor lock-up shop premises, at an initial rent of £800 per calendar month, which would equate to £9,600 per annum.

First Floor

We are further informed the first floor flat, 4A Wheeler Street, is subject to an Assured Shorthold Tenancy at a rent of £575 per calendar month.

Interested parties should refer to the Legal Pack to establish the current status of the tenancies.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons - 0121 247 2233

LOT 18

Freehold Residential Building Plot (Consent for 3 Bedroom House)

*Guide Price: £50,000 - £60,000

159A Arbury Road, Nuneaton, Warwickshire, CV10 7NH



Property Description:

A freehold residential development opportunity comprising of a rectangular shaped plot which extends to an area of 282.74sq.mtrs currently containing a bungalow of timber construction and having planning consent for demolition and erection of a three bedroom dwelling house. The property directly fronts Arbury Road (B4102) and is situated between the junctions of The Poplars and Westbury Road forming part of an established and predominantly residential area located approximately one and a half miles distance to the west of Nuneaton Town Centre.

Planning

Planning consent was granted by Nuneaton and Bedworth Borough Council on 1st April 2016 (Ref: 033813) for the erection of one dwelling. The planning consent refers to Architect's plans approved with the application for the construction of a two storey detached dwelling house offering well laid out accommodation and comprising:

Proposed Accommodation

Ground Floor

Reception Hall with Cloak Room having wc and wash basin, Lounge, Dining Room, Kitchen

First Floor

Stairs and Landing, Master Bedroom with En-suite, Two Further Double Bedrooms, Family Bathroom with bath, wash basin and wc

Outside:

Gardens to front and rear

A copy of the planning consent and associated drawings is available from the Auctioneers or Nuneaton and Bedworth Borough Council website quoting the planning reference number 033813.

Existing Accommodation

The site contains a timber built bungalow having UPVC double glazed windows and electric storage heating and comprising:

Ground Floor

Double Bedroom, Lounge, Kitchen, Shower Room with wc and Rear Entrance Hall

Services: All main services including gas appear to be supplied to the site and all interested parties should clarify this prior to bidding.

Viewings: Via Cottons – 0121 247 2233

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



LOT 19**Freehold Vacant Office Premises with Potential for Alternative Use**

*Guide Price: £215,000 - £230,000

27 Bradford Street, Walsall, West Midlands, WS1 1PN**Property Description:**

An imposing Grade II Listed period building of three storey brick construction having rendered front elevation with pitched roof, set behind a parapet wall. The property provides extensive and well laid out accommodation arranged around a central stairway and is offered for sale in presentable condition benefiting from gas fired central heating with separate boiler to each floor and a rear tarmacadamed car park providing multiple car parking accessed from Little Newport Street. The property is located directly between the junctions of Caldmore Road and Newport Street forming part of Walsall Town Centre and within walking distance from a wide range of retail amenities and services.

Accommodation:**Ground Floor**

Reception Hall, Reception Office, Three Additional Offices, Disabled Toilet with wc and wash basin, Kitchenette, Rear Entrance Hall with Cellar access comprising Two Rooms and Store Room

First Floor

Stairs and Landing, Four Offices, Toilet with 2 x WC's and wash basin

Second Floor

Stairs and Landing, Four Offices, Toilet and 2 x WC's and wash basin

Outside:

Rear: Tarmacadamed rear car park

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

Net Internal Area

Ground Floor: 86.48sq.mtrs (930sq.ft)

First Floor: 74.13sq.mtrs (798sq.ft)

Second Floor: 76.75sq.mtrs (826sq.ft)

Cellar: 35.81sq.mtrs (385sq.ft)

Total: 273.17sq.mtrs (2,940sq.ft)

Completion Date: Completion will be eight weeks following exchange of contracts or sooner by mutual agreement.



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

LOT 20

6/8 Tettenhall Road, Wolverhampton, WV1 4SA



Property Description:

An attractive pair of period properties, originally built as larger-style, semi-detached houses, later substantially extended to the rear and side and converted or adapted for professional office use.

The property is situated fronting Tettenhall Road (A41), one of the main arterial routes into Wolverhampton City Centre and connecting with the Ring Road (A4150) approximately 1/2 mile distant and Junction 3 of the M54 Motorway, approximately 5 miles to the north west.

The original buildings are attractive and of substantial three-storey solid brickwork construction with pitched, slate roofs. The buildings were finished or specified to a high standard and retain many attractive, original features whilst also being modernised to provide contemporary and mainly cellular office accommodation.

There are large, modern, two-storey extensions to the rear and side of the main buildings of brickwork construction with flat roofs. These extensions provide well-specified office accommodation finished to a contemporary standard and are presented in flexible, open-plan format.

The property has a site area of approximately 1,399.4 sq m (0.35 acres) and is approached via a dual access to Tettenhall Road. The original buildings are set back from the road frontage behind a landscaped car parking area. A side driveway provides access to the rear of the buildings, where there is an additional car park serving the property.

The buildings are currently part-occupied and provide significant rental income. An investor, able to exploit Asset Management opportunities, may therefore, be able to secure the existing rental income and obtain a greatly improved total rental income through letting the vacant office accommodation. Alternatively, the property may be of interest to office occupiers, with a requirement for quality office space and also seeking to acquire an asset and a useful rental income.

The property is located in a mixed-use area, where professional office buildings sit adjacent quality residential property. Accordingly, the property has potential for residential redevelopment, perhaps in the form of a high quality apartment-led scheme subject, of course, to statutory consents.

We set out below a Schedule of Accommodation by reference to the current occupancy of the premises.

6 Tettenhall Road

Mortgage Bureau - Ground Floor Premises: 292.5 sq m (3,149 sq ft)

First and Second Floors - Vacant: 397.9 sq m (4,283 sq ft)

8 Tettenhall Road

Kare Plus - Part Ground, First and Second Floors: 125.8 sq m (1,354 sq ft)

Vacant: 36.0 sq m (387 sq ft)

Total Floor Area: 852.2 sq m (9,173 sq ft)

Outside:

Approximately 28 car parking spaces.

Tenancy Details

6 Tettenhall Road

The ground floor premises are occupied by Mortgage Bureau and produce a current rental income of £24,000, per annum.

8 Tettenhall Road

The ground, part-first and second floor premises are occupied by Kare Plus and produce a current rental income of £12,750, per annum.

Thus, the building currently produces a Gross Rental Income of £36,750, per annum, with potential to improve this significantly as a result of active Asset Management.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

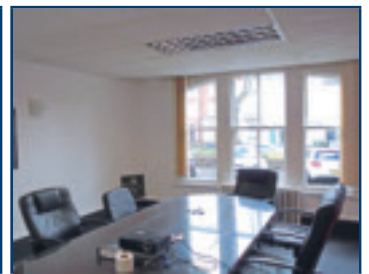
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HAWKINS
PROPERTY

Freehold Office Property - Part Income-Producing
*Guide Price: **£400,000 - £440,000**



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



LOT 21

Freehold Vacant Shop & 4 Flats Above (Part Let)

*Guide Price: £180,000 - £200,000

149 Dudley Road, Birmingham, West Midlands B18 7QY



Rear of Building and Parking.



Property Description:

A substantial four storey mid terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property consists of a ground floor retail unit, two 1 bedroom flats and 2 studio flats to the remaining three floors. the property benefits from having part UPVC double glazing and parking to the rear accessed from Heath Street. The property forms part of a parade of shops located on the Dudley Road close to the junctions with both Heath Street and Winson Green Road and is within walking distance from City Hospital. The property is part let producing a total rental of £7,221.12 per annum a schedule of tenancies are detailed below

Schedule of Tenancies

Ground Floor Retail Unit Vacant

Flat 1 Currently let on an Assured Shorthold Tenancy Agreement producing a rental of £295.40 per calendar month (£3,544.80 per annum)

Flat 2 Vacant

Flat 3 Currently let on an Assured Shorthold Tenancy Agreement producing a rental of £306.36 per calendar month (£3,676.32 per annum)

Flat 4 Vacant

Total Rental Income: £601.76 per calendar month (£7,221.12) per annum

Accommodation

Ground Floor

Retail Shop 25.58 sq.mtrs (275 sq.ft), Kitchenette/store 7.66 sq.mtrs (82 sq.ft), WC and wash basin, Cellar

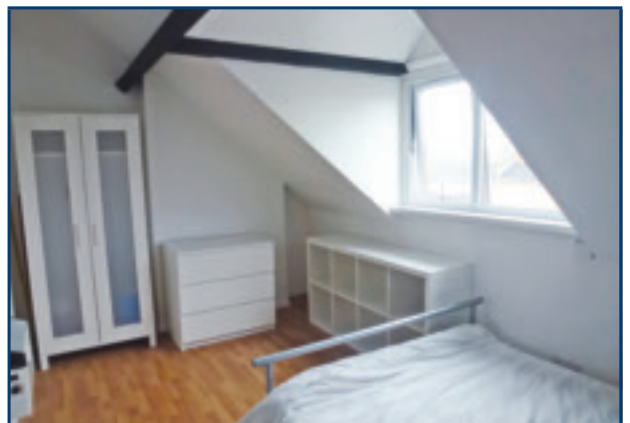
First Floor

Flat 1 - Lounge, Kitchen/Bedroom and Shower room having Shower Cubicle, wash basin and WC.

Flat 2 - Lounge/Kitchen/Bedroom and Shower room having Shower Cubicle, wash basin and WC.

Second Floor

Flat 3 - Lounge/Kitchen, Bedroom and Shower room having Shower Cubicle, wash basin and WC.



Third Floor

Flat 4 - Lounge/Kitchen, Bedroom and Shower room having Shower Cubicle, wash basin and WC.

Outside

Rear Allocated parking

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 22

Freehold Investment
 *Guide Price: £160,000 - £180,000

151 Dudley Road, Winson Green, Birmingham, West Midlands B18 7QY

Property Description:

A substantial four storey mid terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property consists of a ground floor retail unit, a 1 bedroomed flat on the first floor and a 3 bedroomed flat on the second and third floors. Both flats benefit from having UPVC double glazing and gas fired central heating as well as parking to the rear accessed from Heath Street. The property forms part of a parade of shops located on the Dudley Road close to the junctions with both Heath Street and Winson Green Road. The property is within walking distance from City Hospital. The property is fully let producing a total rental of £17,000 per annum a schedule of tenancies are detailed below

Schedule of Tenancies

Ground Floor Retail Unit

Currently let on a Lease until the 11th of September 2020 producing a rental of £8,600 per annum

First Floor Flat

Currently let on an Assured Shorthold Tenancy Agreement producing a rental of £3,600 per annum

Second and Third Floor Flat

Currently let on an Assured Shorthold Tenancy producing a rental of £4,800 per annum

Total Rental Income: £17,000 per annum

Accommodation

Ground Floor

Retail Shop 32.19 sq.mtrs (350 sq.ft), Kitchenette, WC and wash basin, Cellar

First Floor

Flat 1 - Accessed via the rear having Lounge, Kitchen, Bedroom and Bathroom

Second Floor

Flat 2 - Accessed via the rear having Lounge/Kitchen, Bedroom and Bathroom, stairs to

Third Floor

Two Bedrooms

Outside

Rear Allocated parking



Legal Documents – Available at

www.cottons.co.uk

Viewings - Via Cottons – 0121 247 2233



LOT 23

Freehold Vacant Possession
 *Guide Price: £65,000 - £69,000

33 Willingsworth Road, Wednesbury, West Midlands WS10 7NL

Property Description:

A mid terraced property of brick construction surmounted by a pitched tiled clad roof and benefitting from gas fired central heating and UPVC double glazing the property further benefits from having a paved front garden allowing for off road parking. Willingsworth Road is situated off Leabrook Road (A4037) which leads off the Black Country New Road (A41)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen/Diner, Utility Room

First Floor

Two Bedrooms, Box Room/Store Room and Bathroom having panelled bath with mixer shower, wash basin and WC

Outside:

Front Paved forecourt providing off road parking and shared entry access to rear

Rear Patio and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 24

Freehold Substantial Three Storey Dwelling House with Vacant Possession

*Guide Price: £190,000 - £210,000

17 Lysways Street, Walsall, West Midlands, WSI 3AG



Property Description:

A substantial three storey semi detached dwelling of traditional brick construction surmounted by a pitched tile clad roof providing extensive and well laid out accommodation which includes three reception rooms and six bedrooms. In addition, the property benefits from off road car parking by way of a front driveway which extends along the side of the property to the rear which contains a two storey traditional built coach house currently providing garaging and workshop space. The property benefits from mostly UPVC double glazed windows and gas fired central heating. Lysways Street forms part of an established residential area and the property is located between Sandwell Street and Hanch Place and Walsall Town Centre is conveniently located within approximately one quarter of a mile distance.

Accommodation:

Ground Floor

Entrance Hall, Reception Hall with Cellar access containing One Room, Front Reception Room, Rear Reception Room, Lobby Area, Dining Room, Kitchen with a range of fitted units, Rear Entrance Hall, Bathroom with corner bath, glazed shower enclosure, wash basin and wc

First Floor

Stairs and Landing, Bedroom One (double) with walk-in store, Bedroom Two (double), Bedroom Three (small double), Bathroom with corner bath, pedestal wash basin and wc, Bedroom Four (large double), Bedroom Five (single)

Second Floor

Stairs and Landing, Store Cupboard, Bedroom Six (double)

Outside:

Front: Foregarden and driveway providing off road car parking extending to the side with car port
Rear: Tarmacadamed rear driveway/yard area, partly paved garden and a two storey coach house comprising a double width garage and a single width garage with first floor above (no access available)

Viewings: Via Cottons – 0121 247 2233

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

Completion Date: Completion will be eight weeks following exchange of contracts or sooner by mutual agreement.



LOT 25

Freehold Investment
 *Guide Price: £59,000 - £64,000

119 Old Fallings Crescent, Wolverhampton, West Midlands WV10 9PT

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned garden and driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition. Old Fallings Crescent is located off both Dickinson Avenue and Fourth Avenue. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £550 pcm (£6,600 per annum)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen, Rear Lobby and WC

First Floor

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

Outside:

Front Lawned garden and driveway allowing for off road parking

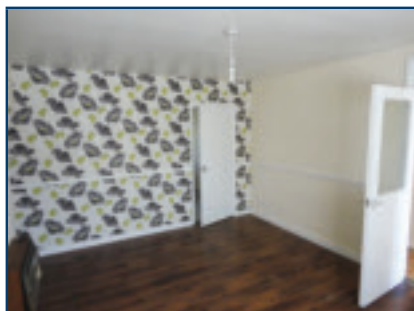
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 26

Freehold Vacant Possession
 *Guide Price: £138,000 - £148,000

33 Cranhill Close, Solihull, West Midlands B92 8RX

Property Description:

An end of terrace property of brick construction surmounted by a tiled roof set back behind a lawned garden. The property benefits from being majority UPVC double glazed with gas fired central heating and two double bedrooms. Cranhill Close is located off Bearwood Grove which in turn can be found off Rodney Road

Ground Floor

Lounge, Kitchen/Diner

First Floor

Two double bedrooms and bathroom having panelled bath with shower over, wash basin and WC

Outside:

Front Lawned foregarden

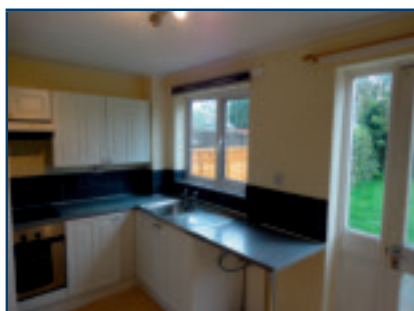
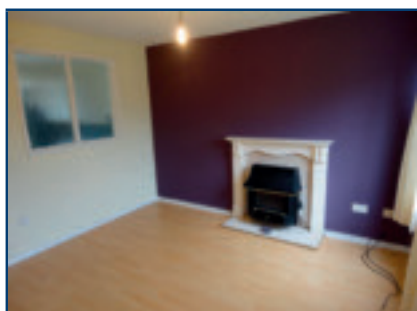
Rear Lawned garden and allocated parking space

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 27

Freehold Part Investment Office/Flat Premises

*Guide Price: £140,000 - £149,000

378 Gospel Lane, Acocks Green, Birmingham, West Midlands, B27 7AN



Property Description:

A semi detached premises of two storey brick construction surmounted by a pitched tile clad roof, occupying a large rectangular plot, comprising of a ground floor office premises along with a separate self contained flat to the first floor and benefiting from gas fired central heating and mostly UPVC double glazed windows. The property is set back from the road behind a deep forecourt providing for multiple car parking and benefits from a secure gated side access to a large rear garden which may provide scope for extension to the existing premises.

Whilst having a Birmingham address, the property is actually located in the Borough of Solihull on the Birmingham Solihull borders and is situated between the junctions of Swanswell Road and Leysdown Road. Gospel Lane leads via Redstone Farm Road off Solihull Lane (B4025) providing direct access to Solihull Town Centre.

Planning

The property is currently laid out as ground floor office and first floor flat accommodation and may have scope for conversion of the ground floor into an additional flat with potential for a rear extension. All interested parties should contact the local planning authority at Solihull MBC prior to bidding to discuss any proposals for the property.

Tenancy Information

Ground Floor (Office Premises): Vacant
First Floor (Flat Accommodation): currently let on an Assured Shorthold Tenancy at a rental of £600 per calendar month (£7,200 per annum) inclusive of electricity and gas bills. The tenant pays council tax and water rates.

Accommodation

Ground Floor (Office Premises):

Front Office: 17.64sq.mtrs (189sq.ft), Rear Office: 11.68sq.mtrs (125sq.ft) with rear door, Store: 13.87sq.mtrs (149sq.ft) with stainless steel sink unit, gas fired boiler and rear roller shutter protection

First Floor (Flat):

Private Front Entrance to Entrance Hall, Stairs and Landing, Full Width Lounge, Double Bedroom, Bathroom with panelled bath having shower attachment, pedestal wash basin and wc, Kitchen

Outside:

Front: Deep forecourt providing multiple off road car parking
Rear: Secure gated side access to yard area and large rear garden

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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



LOT 28

Leasehold Vacant Possession

*Guide Price: £60,000 - £65,000

Flat 50 Bowen Court, Wake Green Park, Birmingham, West Midlands B13 9XP

Property Description:

A vacant one bedroomed flat located on the eighth floor of a purpose built block situated in an established popular residential area. The property is single glazed, benefiting from a garage located in a separate block. The block is set back from the road and situated within the landscaped gardens of the development known as Wake Green Park which in turn is found off Belle Walk.

Ground Floor

Communal Entrance with security door entry system, Lift Access and Stairs

Eighth Floor

Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Communal Gardens, parking area and a garage located in a separate block.

Leasehold Information:

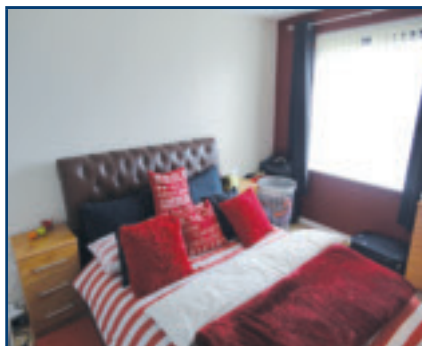
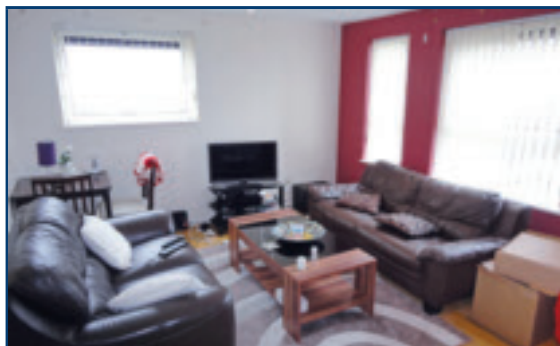
Term: 125 years from 25 March 1984

Ground Rent : £10

Service Charge: Refer to Legal Pack

Viewings:- Via Cottons - 0121 247 2233

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



LOT 29

Leasehold Vacant Possession

*Guide Price: £20,000 - £25,000

Flat 12 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

Property Description:

A one bedroom purpose built flat situated on the second floor of a five storey development known as Stockton Court and accessed by way of a driveway leading off Mason Street. The property benefits from part UPVC double glazed windows and electric heating. Mason Street leads directly off Birmingham New Road (A4123).

Accommodation:

Ground Floor

Communal Entrance and Stairs to:

Second Floor

Shared Landing, Entrance Hall, Lounge, Kitchen,

Inner Hall, Double Bedroom and Bathroom with wc

Outside:

Communal grounds and lock up garage located in an adjacent block (garage number 9)

Leasehold Information:

Term: 99 Years from 24 June 1978

Rent : £35 rising to £60

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 30

Freehold Investment
*Guide Price: £75,000 - £80,000

106 Osprey Drive, Dudley, West Midlands DY1 2JT

Property Description:

A semi-detached property surmounted by a tiled roof set back from the road behind lawned garden and driveway allowing for off road parking. The property benefits from having double glazing and gas fired central heating. Osprey Drive is located off Falcoln Way which in turn can be found off Russells Hall Road. The property is currently let on an Assured Shorthold Tenancy producing a rental of £595 pcm (£7,140 per annum)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen/Diner, WC

First Floor

Having Three Bedrooms and Bathroom with panelled bath with shower over, wash basin and WC

Outside:

Front Lawned foregarden and driveway allowing for off road parking

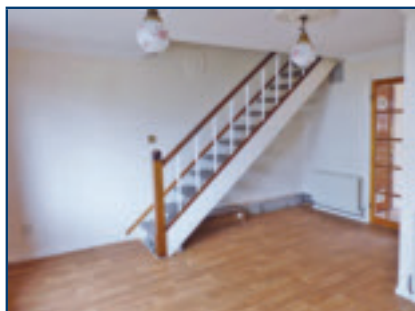
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 31

Freehold Vacant Possession
*Guide Price: £22,000 - £26,000

83 Brades Road, Oldbury, West Midlands B69 2EB

Property Description:

A single storey semi-detached retail unit of brick construction surmounted by a mono pitched roof and forming part of a mixed residential/ industrial area located directly between Wolverhampton Road (A4123) and Dudley Road (A457) and within approximately half a mile of Oldbury Town Centre.

Planning History

Planning Permission was granted by Sandwell Metropolitan Borough Council (Ref: DC/06/46789 and dated 20th October 2006) for change of use to a Hot Food Takeaway with opening hours between 5pm and 11pm on Monday to Saturday (inclusive).

Planning Permission was further granted (Ref: DC/09/51190 and dated 4th September 2009) to include additional opening hours of 7am to 2pm on Monday to Saturday (inclusive).

All interested parties are advised to satisfy themselves of the current planning status prior to bidding.



Accommodation

Ground Floor

Retail Shop with UPVC Shop Front and Door, Tiled Walls and Floor, Rear Lobby, leading Room with wc and wash basin Gross Internal Area: 21.8sq.mtrs(235sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 32
Long Leasehold (999 Years) Flat Investment

*Guide Price: £75,000 - £85,000

Flat 1, 18-20 York Road, Edgbaston, Birmingham, West Midlands B16 9JB
Property Description:

A presentable and well laid out ground floor apartment forming part of a substantial three-storey detached residence converted into nine self-contained flats which are in the process of being sold on new long leasehold interests. The property is of part rendered brick construction surmounted by a pitched replacement tiled clad roof, set back from the road behind a paved forecourt and all flats are separately metered and benefitting from UPVC double glazed windows, separate gas-fired central heating systems, security door entrance systems, a range of modern fittings and tiled/laminate floor coverings. York Road forms part of an established and highly regarded residential area and comprises of a no-through road accessed from Rotton Park Road which in turn, leads off Hagley Road (A456). The property lies within approximately one and a half miles to the west of Birmingham City Centre.

Tenancy Information:

The flat is currently let on a Periodic Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum).

Accommodation:

At the time of printing the accommodation has not been inspected by the auctioneers and the internal photos were taken prior to the current tenancy.

Ground Floor

Communal Entrance with door entry system, Reception Hall, Lounge/Dining Room, Kitchen with a range of modern fitted units including integrated appliances, Bathroom with panelled bath having shower over, pedestal wash basin and wc, Double Bedroom, UPVC Double Glazed Conservatory with French doors to:

Outside: Shared rear patio area.

Leasehold Information

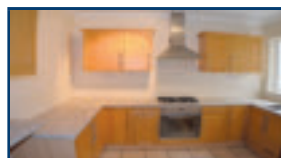
Lease Term: A new lease for a term of 999 years will be granted from completion.

Ground Rent: One Peppercorn.

Service Charge: Agents for the freeholder are currently setting up a management company to attend to service charge collection and day to day management of the development.

Viewings: Via Cottons – 0121 247 2233

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


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LOT 33

Long Leasehold (999 Years) Flat Investment
*Guide Price: £75,000 - £85,000

Flat 2, 18-20 York Road, Edgbaston, Birmingham, West Midlands, B16 9JB



Property Description:

A presentable and well laid out ground floor apartment forming part of a substantial three-storey detached residence converted into nine self-contained flats which are in the process of being sold on new long leasehold interests.

The property is of part rendered brick construction surmounted by a pitched replacement tiled clad roof, set back from the road behind a paved forecourt and all flats are separately metered and benefitting from UPVC double glazed windows, separate gas-fired central heating systems, security door entrance systems, a range of modern fittings and tiled/laminate floor coverings.

York Road forms part of an established and highly regarded residential area and comprises of a no-through road accessed from Rotton Park Road which in turn, leads off Hagley Road (A456). The property lies within approximately one and a half miles to the west of Birmingham City Centre.

Tenancy Information:

The flat is currently let on a Periodic Shorthold Tenancy at a rental of £600 per calendar month (£7,200 per annum).

Accommodation:

Ground Floor

Communal Entrance with door entry system, Reception Hall, Lounge/Dining Room, Kitchen with a range of modern fitted units including integrated appliances, Bathroom with panelled bath having shower over, pedestal wash basin and wc, Double Bedroom, UPVC Double Glazed Conservatory with French door to:

Outside: Private Rear Garden.

Leasehold Information

Lease Term: A new lease for a term of 999 years will be granted from completion.

Ground Rent: One Peppercorn

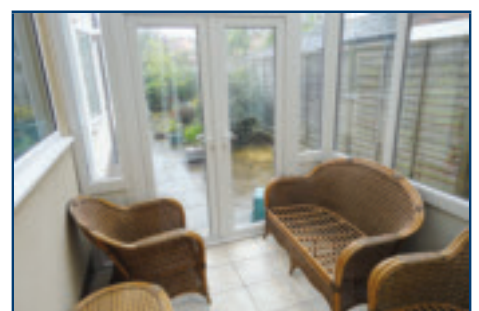
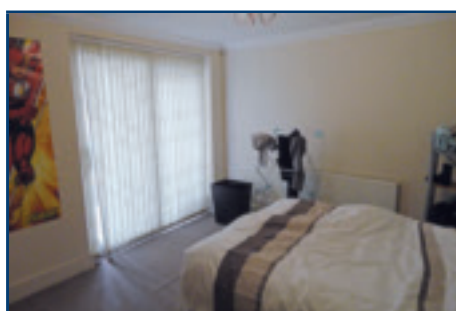
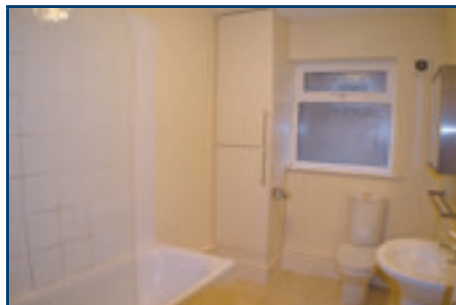
Service Charge: Agents for the freeholder are currently setting up a management company to attend to service charge collection and day to day management of the development.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 34
Freehold Builders' Yard with Redevelopment Potential - Vacant Possession

*Guide Price: £125,000 - £140,000

55 to 57 Cambridge Street, West Bromwich, West Midlands, B70 8HG

Property Description:

A unique opportunity to purchase a town centre former builders' merchants/yard having been established for in excess of 30 years. The property comprises of a substantial two storey detached premises which contains retail space, office, storage/workshop accommodation along with two informally part converted flats, a single storey workshop unit and partly covered storage yard areas and benefits from secure gated vehicular access off Cambridge Street. The main property is of traditional brick construction, predominantly surmounted by a pitched slate clad roof, benefiting from mostly UPVC double glazed windows but requiring refurbishment and repair. The additional storage/workshop accommodation is built of concrete block with flat roofs. Cambridge Street is situated off Oak Road and the property forms part of a predominantly residential area located within approximately one third of a mile distance from West Bromwich Town Centre and approximately one and a half miles distance from the M5 Motorway (junction 1).

Planning

The property may be suitable for a variety of uses including redevelopment and all interested parties should contact the Local Planning at Sandwell MBC to discuss any proposals which they may have prior to bidding.

Accommodation:
Main Building

Ground Floor: Five Rooms comprising: Retail Area, Office, Three Workshops/Stores and Toilet.

First Floor: Side Entrance Hall, Stairs and Landing, Five Rooms with Bathroom and Hallway currently laid out as Two Partly Converted One Bedroom Flats.

Outside: Single Storey Workshop Premises, Covered Yard Area/Additional Workshop, External Storage Yard Areas to front and side of premises.

Gross Internal Areas

Ground Floor: 78.92sq.mtrs (849sq.ft)

First Floor: 78.92sq.mtrs (849sq.ft)

Total: 157.84sq.mtrs (1,699sq.ft)

Single Storey Workshop Premises: 31.78sq.mtrs (342sq.ft)

Covered Yard/Workshop: 26.89sq.mtrs (289sq.ft)

Total Site Area: 352sq.mtrs (3,787sq.ft) approx.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 35

107 Gorge Road, Wolverhampton, West Midlands WV14 9RH



Property Description:

A residential care home comprising of a substantial two storey period built detached former residence having been extended to the rear and more substantially to the side to provide additional bedroom and ancillary accommodation. The original building is of brick construction surmounted by a hipped slate clad roof and extensions are of cavity brick construction with pitched tile clad roof. The property is currently laid out to provide 21 bedrooms with ancillary accommodation including living, kitchen and bath/shower rooms and has planning consent for a 20 bedroom house in multiple occupation (HMO).

The property benefits from gas fired central heating and part UPVC double glazed windows.

The property occupies an established site close to the junction with Hall Lane having vehicular access directly off Gorge Road and forms part of a popular and well regarded residential area. Gorge Road (A463) provides direct access to Sedgley Town Centre containing a wide range of local amenities and services and Birmingham New Road (A4123) which provide access to both Wolverhampton City Centre, Dudley Town Centre and the M5 Motorway (junction 2).



Planning

Planning consent was granted by Wolverhampton City Council on 23 April 2015 (Ref: 15/00205/FUL) for change of use to a house in multiple occupation with 20 bedrooms. A copy of the planning consent and Architect's drawings are available for inspection from both the Auctioneers or Wolverhampton City Council website.

Accommodation

Ground Floor

Reception Hall with cellar access having Two Rooms and Two Storage Areas, Lounge, Dining Room, Commercial Kitchen, Pantry/Store Room, Treatment Room, Linen Room, Laundry Room, Office, Residents Kitchen, Various Bath/Shower Rooms/WCs and Seven Bedrooms.

First Floor

Stairs and Landing, Fourteen Bedrooms, Residents' Kitchen and Various Bath/Shower Rooms/WC's

Outside:

Garden area and car parking

Note: The garden area to the eastern section of the site is not included in the sale and will be offered separately.

Gross Internal Area

Ground Floor: 302.47sq.mtrs (3,255sq.ft)

First Floor: 247.22sq.mtrs (2,661sq.ft)

Total: 549.69sq.mtrs (5,916sq.ft) approx.

Total Site Area: 0.32 acres (1,313sq.mtrs)

Viewings:

Via Cottons - 0121 247 2233

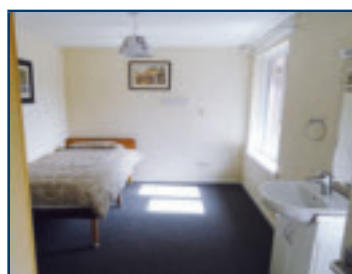
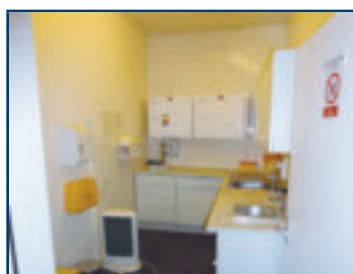
Legal Documents:

Available at www.cottons.co.uk



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries and any changes may subsequently change the quoted site area.

Freehold Vacant Residential Care Home with Consent for a 20 Bedroom HMO
*Guide Price: £370,000 - £400,000



LOT 36

Freehold Residential Development Land (Consent for 2 Dwellings)

*Guide Price: £110,000 - £120,000

Land Adj to 107 Gorge Road, Wolverhampton, West Midlands, WV14 9RH



Property Description:

A parcel of freehold residential development land having planning consent for the erection of two, three storey dwellings and situated at the junction of Gorge Road and Hall Lane. The land extends to approximately 0.11 acres (460sq.mtrs) and comprises lawned garden attached to an adjacent care home and currently contains a brick built coach house.

The land is accessed by way of a vehicular driveway directly off Gorge Road which provides direct access to Sedgley Town Centre containing a wide range of local amenities and services and to Birmingham New Road (A4123) which provides access to both Wolverhampton City Centre, Dudley Town Centre and the M5 Motorway (junction 2).

Planning

Planning consent was granted by Wolverhampton City Council on 1st December 2015 (Ref: 15/01137/FUL) for the erection of two new dwellings. Architect's plans approved with the planning application detailed a pair of three storey semi detached houses with the following:

Proposed Accommodation (2 Houses)

Ground Floor

Reception Hall, Cloak Room with wc, Kitchen, Lounge/Dining Room.

First Floor

Stairs and Landing, Bedroom Two (double) with En-suite Shower Room and wc, Bedroom Three (double), Family Bathroom with bath, wash basin and wc

Second Floor

Stairs to Master Bedroom One (large double) with En-suite Shower Room having wc

Outside:

Front and rear gardens with car parking for two cars benefiting from a right of way over a rear access driveway.

A copy of the planning consent and Architect's drawings are available from either the Auctioneers or Wolverhampton City Council website

Viewings: Via Cottons – 0121 247 2233

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



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries and any changes may subsequently change the quoted site area.

LOT 37

Freehold Vacant Possession

*Guide Price: £90,000 - £96,000

73 Water Street, Kingswinford, West Midlands DY6 7QD

Property Description:

A three bed roomed semi-detached property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having double glazing and gas fired central heating. Water Street is located off Penzer Street and High Street (A4101)

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

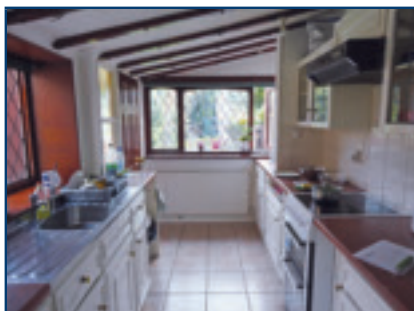
Via Cottons - 0121 247 2233

Accommodation:
Ground Floor

Lobby Entrance, Lounge, Inner Lobby, Dining Room, Breakfast Area, Utility area, Kitchen and Cellar, Stairs to

First Floor

Having Three Bedrooms and Shower Room with shower cubicle, wash basin and WC



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LOT 38

8 Westbourne Road, Walsall, West Midlands WS4 2JA



Property Description:

A substantial three storey detached property of traditional brick construction surmounted by a pitched tile clad roof set back from the road behind a gravelled driveway allowing for road parking and giving access to gated car port, the property further contains a detached bungalow with separate mains supply located to the rear.

The property offers extensive accommodation of which includes five bedrooms two with en-suite shower rooms, family bathroom, Lounge and a large kitchen/dining area.

The property has been refurbished within the last three years and includes majority UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings.

The property has been granted a HMO Licence for six people (Ref: 39) issued by Walsall Council on the 11/01/2016 expiring on the 10/01/2020.

The property also contains a detached one bedroom bungalow located in the rear garden with a separate mains supply from 8 Westbourne road and includes UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings.

The Main five bedroom property is offered for sale with vacant possession however the Bungalow to the rear is currently let on an assured shorthold tenancy agreement producing a rental of £425 per calendar month (£5,100 per annum).

Westbourne road is located off Borneo Street which in turn is found off Mill lane, the property is approximately within half a miles distance to Walsall Town Centre.

Accommodation

Ground Floor

Entrance Hallway, Lounge, WC, Kitchen/Diner with access to rear

First Floor

Stairs and Landing, Bedroom 1 and 2 both with en suite shower rooms containing shower cubicle, wash basin and WC, Bedroom 3 and store cupboard.

Second Floor

Family bathroom having bath, wash basin, shower cubicle and WC, Bedrooms 4 and 5.

Bungalow

Lounge, Kitchen, Bedroom and Bathroom having bath, wash basin and WC.

Outside

Front: Gravelled driveway allowing for road parking and giving access to gated car port.

Rear: Patio area and lawned garden containing a 1 bedroom bungalow

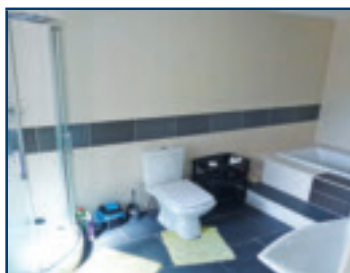
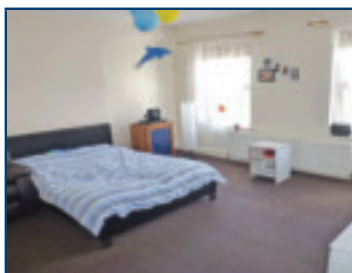
Legal Documents- Available at www.cottons.co.uk

Viewings- Via Cottons - 0121 247 2233



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

Freehold Vacant Possession /Investment (Five Bed House and One Bed Bungalow).
*Guide Price: **£225,000 - £245,000**



LOT 39

Freehold Takeaway Investment

*Guide Price: £90,000 - £98,000

By Instruction of the Joint LPA Receivers

30 Humber Road, Coventry, West Midlands CV3 1BA

Property Description:

A two storey mid terraced retail takeaway premises of brick construction surmounted by a pitched interlocking tile clad roof, directly fronting Humber Road and situated opposite the junction with Anglian Way. The property forms part of a predominantly residential area located approximately one mile distance to the east of Coventry City Centre.

Lease Information

The property is currently let trading as Sicily Pizza, on a lease for a term of 21 years expiring on 22nd August 2025 at a current rent of £9,100 per annum and subject to 3 yearly rent reviews. The tenant advises they are currently paying £800 per calendar month (£9,600 per annum).

Accommodation:

Ground Floor

Retail Takeaway Area: 27.4sq m (295sq ft)

Kitchen/Preparation Area: 12.74sq m (137sq ft)

Rear Kitchen/Further Preparation Area: 20.38sq m (219sq ft)

Cold-Room: 5.4sq m (58sq ft)

Total Net Internal Area: 65.88sq m (709sq ft)

First Floor

Internal Stairs and Landing, Two Rooms & Shower Room with glazed shower enclosure, wash basin & WC

Outside

Paved yard and garden with Brick Stores: 14.3sq m (154sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



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LOT 40
Freehold Investment
 *Guide Price: £90,000 - £98,000

By Instruction of the Joint LPA Receivers
32 Humber Road, Coventry, West Midlands CV3 1BA
Property Description:

A mid terraced retail/takeaway premises of brick construction surmounted by a pitched interlocking tile clad roof, directly fronting Humber Road and situated opposite the junction with Anglian Way. The property forms part of a predominantly residential area located approximately one mile distance to the east of Coventry City Centre. The property is currently undergoing complete internal refurbishment by the current tenant including refitting of the ground floor takeaway premises and modernisation of the upper floors.

Tenancy Information

We understand the property is currently let as a takeaway/restaurant premises with living/office accommodation to the first floor at a rental of £950 per calendar month (£11,400 per annum). We have not been provided with a copy of the lease/tenancy agreement and neither can we verify the rent stated by the tenant and all interested parties must satisfy themselves in relation to all matters in respect of the current tenancy prior to bidding.

Planning History

Records contained on Coventry City Council website states that planning consent was granted on appeal (Ref: APP/U4610/A/02/1094630I and dated 26/11/2002 for change of use from launderette to use as hot food takeaway in conjunction with the existing business at Number 30 Humber Road. All interested parties should refer to the local planning department at Coventry City Council prior to bidding to satisfy themselves as to the current planning status.

Accommodation:
Ground Floor

Restaurant Area, Rear Seating Area, Kitchen, Rear Entrance Hall, Toilet with wc and wash basin.

Net Internal Area: 67.13 sq.mtrs (722 sq.ft)


First Floor

Stairs and Landing, Kitchen, Shower Room with glazed shower enclosure, pedestal wash basin and WC, Two Rooms.

Second Floor

One Room

Outside:

Rear: Paved Yard/garden, block built store room.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233


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LOT 41

Freehold Investment

*Guide Price: £59,000 - £64,000

178 Merridale Street West, Wolverhampton, West Midlands WV3 0RP

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Merridale Street West close to the junction with Owen Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £460 pcm (£5,520 per annum)

Accommodation:

Ground Floor

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

First Floor

Two Bedrooms

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 42

Freehold Vacant Possession

*Guide Price: £20,000 - £25,000

4 Norman Terrace, Chilton, Ferryhill, County Durham DL17 0HF

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. Norman Terrace is located off both Tennyson Road and Durham Road

Accommodation:

Please Note

The Auctioneers have been unable to inspect the property however we understand from the Seller that the accommodation comprises:

Ground Floor

Entrance Hallway, Lounge, Kitchen, Dining Room, Bathroom

First Floor

Three Bedrooms

Outside:

Front Walled foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 43

Freehold Vacant Possession

*Guide Price: £14,000 - £18,000

27 Tenth Street, Peterlee, County Durham SR8 4NE

Property Description:

A two bedroomed mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property has suffered from fire and smoke damage to the ground floor and requires modernisation and improvement. Tenth Street is located off both Warren Street which in turn is found off Coast Road (A1086)

Accommodation:

Please Note

The Auctioneers have been unable to inspect the property however we understand from the Seller that the accommodation comprises:

Ground Floor

Lounge, Dining Room, Kitchen and Bathroom

First Floor

Two Bedrooms

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 44
Freehold Land
 *Guide Price: £125,000 - £145,000

Land to the rear of, 27-31 Cherry Hill Rd, Barnt Green, Birmingham, West Midlands B45 8LN
Property Description:

A parcel of freehold land roughly square in shape and extending to an area of approximately 6.9 acres (2.79 hectares) and currently comprising of open grass land. The land is situated to the rear of 27-31 Cherry Hill Road and can be accessed by way of a public footpath adjacent to 27 Cherry Hill Road.

Cherry Hill Road is located off Twatling Road and Kendal End Road and is located in the popular and sought after village of Barnt Green.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



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

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LOT 45

Freehold Vacant Children's Nursery/ Former Church Premises

*Guide Price: £72,000 - £78,000

Barakahs Play Nursery, Bearmore Road, Cradley Heath, West Midlands B64 6DU

Property Description:

A detached single storey Children's Day Nursery comprising of a concrete portal framed building with brick outer walls and surmounted by a pitched roof, set back from the road behind a tarmacadamed forecourt.

The property which was previously a church premises was converted into a nursery in 2014 having undergone a range of refurbishment works and is offered for sale in a presentable condition with well proportioned accommodation.

The property is situated immediately adjacent to Bearmore playing fields and forms part of a predominantly residential area located approximately one quarter of a mile distance from Reddal Hill Road (A4100) and within approximately half a mile distance from both Cradley Heath and Old Hill Town Centres which serve the surrounding densely populated residential area.



Accommodation

Ground Floor

Reception Hall, Office, Toilet with wc and wash basin, Kitchen with a range of fitted units and servery, Nursery/Function Room, Children's Toilets with three wc cubicles and three wash basins, Store Room

Outside:

Front: Tarmacadamed forecourt

Rear: Garden area with side pedestrian access



Gross Internal Area

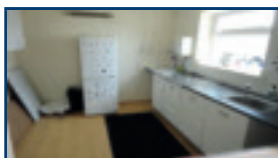
131.21sq.mtrs (1,412sq.ft)

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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LOT 46

Leasehold Vacant Two Bedroom Flat

*Guide Price: £30,000 - £35,000

Flat 46 Courtney, St. Cecilia Close, Kidderminster, Worcestershire DY10 1LN

Property Description:

A well laid out two bedroom flat located on the 7th floor of a purpose built block situated in an established residential area. The property benefits from electric storage heating, UPVC double glazed windows which in addition are also secondary glazed, generously proportioned rooms, security door entry system, lift access and allocated car parking space. The flat development is located on St. Cecilia Close which comprises of a cul-de-sac leading directly off Hoo Road which in turn leads off Chester Road (A449) and is conveniently located approximately one mile distance from Kidderminster Town Centre which provides access to a wide range of retail amenities and services.

Outside:

Communal gardens and allocated parking space

Leasehold Information

Lease Term: From 27th November 1991
 expiring on 1st July 2115
 Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Accommodation:

Ground Floor

Secure Communal Entrance with lift and stair access to 7th floor,

Seventh Floor

Secure Communal Landing, Reception Hall, Two Built-in Store Cupboards, Lounge/Dining Room, Breakfast Kitchen with a range of fitted units, Two Double Bedrooms, Shower Room with a large glazed shower enclosure and pedestal wash basin, Separate Toilet with wc and wash basin.



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LOT 47

Leasehold Holiday Bungalow, Vacant Possession, (985 Years Unexpired)

*Guide Price: £22,000 - £26,000

68, Hengar Manor, St. Tudy, Cornwall PL30 3PL

Property Description:

A detached two bed roomed holiday bungalow on the popular Hengar Manor Holiday Park located in St. Tudy, North Cornwall which is situated in proximity to the North Cornwall Coastline. The Holiday Park is set in 35 acres of gardens and grounds including fishing lakes, parkland and woodlands. The on site facilities include a golf course, large indoor swimming pool with slide, sauna and beauty treatment room, tennis courts, games room and restaurants. The bungalow has an allocated parking space and further benefits from being sold fully furnished including all fixtures and fittings.

We understand from the owner that the property has already secured numerous holiday bookings for 2016 and these will be detailed within the legal pack.

Accommodation:

Ground Floor

Open plan lounge/kitchen/diner, inner hallway, bathroom and two bedrooms

Outside:

Paved patio area and communal gardens/grounds and allocated parking space

Leasehold Information

Term: 999 years from 1st December 2002

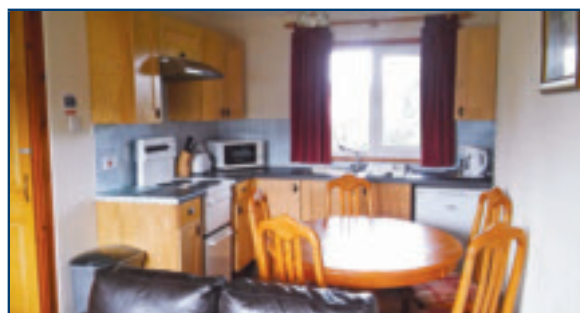


Site Fees: £3,000 per annum

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

Viewings – Via Cottons – 0121 247 2233

Please note more internal photos are available to view online.



LOT 48

Long Leasehold Vacant House (917 Years Unexpired)

*Guide Price: £260,000 - £280,000

110 Fabian Crescent, Shirley, Solihull, West Midlands B90 2AD

Property Description:

A traditional detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned garden and driveway allowing for off road parking and access to garage. The property does benefit from having part UPVC double glazing and gas fired central heating however does require modernisation and improvement throughout. Fabian Crescent forms part of a popular residential area and is located off Falstaff Road which in turn can be found off Shakespeare Drive.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Stairs to

First Floor

Having Three Bedrooms, Bathroom with bath, wash basin, Separate WC

Outside:

Front Lawned foregarden and paved driveway giving access to garage and allowing for off road parking

Rear Lawned Garden

Leasehold Information

Term : 999 years from 1 January 1934

Ground Rent : £4.37 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 49**Freehold Vacant Detached Cottage with Redevelopment Potential**

*Guide Price: £100,000 - £120,000

35 Brook Road, Fairfield, Bromsgrove, Worcestershire, B61 9JZ**Property Description:**

A detached cottage of two storey brick construction, surmounted by a pitched slate clad roof requiring complete renovation and improvement and providing scope for extension of the existing dwelling or redevelopment of the site subject to obtaining planning consent.

The property occupies an irregular shaped plot extending to an area of approximately 0.11 acres (450sq.mtrs) and is accessed by way of a private driveway serving several adjacent properties. Brook Road leads directly off Stourbridge Road (B4091) and the property is situated in the popular village of Fairfield located approximately one mile to the north of Catshill, three miles from Bromsgrove and two miles from the M5 Motorway (junction 4).

Planning

The property provides scope for extension of the existing dwelling or redevelopment of the site and all interested should discuss their proposals with the local planning department at Bromsgrove District Council prior to bidding.

Accommodation:**Ground Floor**

UPVC Double Glazed Conservatory/Entrance Hall, Living Room, Dining Room, Kitchen, Bathroom with panelled bath, wash basin and wc.

HARRY R. BARBER. FRICS.
 CHARTERED SURVEYOR
 ESTATE AGENT, VALUER AND AUCTIONEER

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Tarmacadam driveway providing off road parking and surrounding gardens including brick built stores and former piggyery.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

Shared access drive from Brook Road



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



Preliminary Notice

Auction Thursday 14th July 2016
By Instruction of Mr J S Wadsworth

32/33 Bradford Street & 2 Bradford Lane, Walsall WS1 3QA
Freehold Substantially Vacant Office/Workshop Premises
with Potential for Alternative Use.



An imposing three storey Grade II listed period commercial premises currently arranged as serviced offices and formerly occupied by long established property agents and auctioneers Wadsworth & Co prominently located on Bradford Street within Walsall Town Centre.

Included in the sale is 2 Bradford Lane situated to the rear of the main property and comprising of a brick built workshop/light industrial premises with roller shuttered entrance.

The properties provide excellent investment potential and scope for redevelopment and alternate use subject to obtaining Listed Building/Planning Consent.












32 & 33 Bradford Street:

254.10sq.mtrs (2,735sq.ft) (Net Internal Area)

2 Bradford Lane:

94.43sq.mtrs (1,016sq.ft) (Gross Internal Area)

Guide Price:
£230,000 to £245,000

	<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on</p> <p>11th May 2016</p> <p>This will be added to the Legal Pack and available on our website.</p>		<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on</p> <p>10th May 2016</p> <p>This will be added to the Legal Pack and available on our website.</p>	
Lot 1	Lot 7	Lot 14	Lot 16	Lot 17
			<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on</p> <p>6th May 2016</p> <p>This will be added to the Legal Pack and available on our website.</p>	
Lot 19	Lot 20	Lot 22	Lot 27	Lot 31
				
Lot 34	Lot 39	Lot 40	Lot 45	

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MAILING LIST

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THURSDAY 14th JULY 2016

at Aston Villa Football Club, Aston Villa, Birmingham.

Please complete the slip found at the back of this Viewing Schedule, and hand it to us at the auction or post it to us at the address provided.

PROXY BID FORM / TELEPHONE BID FORM

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

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

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

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

TYPE OF BID

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

BIDDER INFORMATION

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

SOLICITOR INFORMATION

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

BIDDER INFORMATION

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

DEPOSIT

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

TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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






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



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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

G4. Title and identity

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

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

- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.

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

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

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

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

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

G18.3 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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