

6th SEPTEMBER 2016

Cottons

CHARTERED SURVEYORS

AUCTION

TUESDAY 6th SEPTEMBER 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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 32 LOTS

Order of Sale

Comprising of a range of Residential and Commercial, Vacant and Investment Properties, Freehold Ground Rents and Land and Development Opportunities.

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

1 46 NELSON ROAD, ASTON, BIRMINGHAM, B6 6HG	Freehold Vacant Residential
2 8 PHOENIX RISE, WEDNESBURY, WS10 7SL	Leasehold Vacant Residential
3 169 THE RADLEYS, SHELDON, BIRMINGHAM, B33 0QP	Leasehold Vacant Residential
4 17 BROOKTHORPE DRIVE, WILLENHALL, WV12 4TX	Freehold Vacant Residential
5 22 PROVIDENCE LANE, WALSALL, WS3 2AQ	Freehold Vacant Residential
6 48 CARNEGIE AVENUE, TIPTON, DY4 8SX	Leasehold Residential Investment
7 35-45 LINGFIELD COURT, GREAT BARR, B43 5BL	Freehold Ground Rent Investment
8 6 ORCHARD GROVE, DUDLEY, DY3 2UU	Freehold Residential Investment
9 85 GLEAVE ROAD, SELLY OAK, BIRMINGHAM, B29 6JW	Freehold Vacant Residential
10 1006 STRATFORD ROAD, HALL GREEN, B'HAM, B28 8BJ	Freehold Residential Investment
11 18 CHAUCER ROAD, WALSALL, WS3 1DF	Freehold Vacant Residential
12 51 TAYLOR ROAD, KINGS HEATH, B'HAM, B13 0PG	Freehold Vacant Residential
13 192 & 194 FOLESHILL ROAD, COVENTRY, CV1 4JH	Freehold Restaurant/Flat Investment
14 2 STADIUM CLOSE, WILLENHALL, WV13 1EG	Leasehold Vacant Residential
15 143 OSBORN ROAD, SPARKHILL, B'HAM, B11 1TT	Freehold Vacant Residential
16 UNIT 1 QUARTZ, GREAT HAMPTON ST, B'HAM, B18 6BB	Leasehold Vacant Commercial
17 THE RED COW PUBLIC HOUSE, BILSTON, WV14 8HS	Freehold Vacant Public House
18 116 KATHERINE ROAD, SMETHWICK, B67 5RF	Freehold Vacant Residential
19 215 NEWCOMBE ROAD, HANDSWORTH, B'HAM, B21 8DA	Freehold Ground Rent
20 103 SIXTH STREET, PETERLEE, COUNTY DURHAM, SR8 4JX	Freehold Residential Investment
21 110 BIRMINGHAM ROAD, LICHFIELD, STAFFS, WS14 9BW	Freehold Vacant Residential
22 18 STATION STREET EAST, COVENTRY, CV6 5FJ	Freehold Vacant Commercial
23 LOCK COTTAGE, HATTON BOTTOM LOCK, WARWICK, CV35 8RH	Freehold Vacant Residential
24 86 PERRY BARR LOCKS, WALSALL RD, GREAT BARR, B42 1LU	Freehold Residential Investment
25 2A HIGH STREET, LYE, STOURBRIDGE, DY9 8JT	Leasehold Residential Investment
26 3B HIGH STREET, LYE, STOURBRIDGE, DY9 8JT	Leasehold Vacant Residential
27 32 & 33 BRADFORD ST & 2 BRADFORD LN, WALSALL, WS1 3QA	Freehold Commercial Pt. Investment
28 QUEENS CHAMBERS, 65 BRIDGE STREET, WALSALL, WS1 1JQ	Freehold Vacant Commercial
29 9 THE DRIVE, COUNTRESTHORPE, LEICESTER, LE8 5PB	Freehold Vacant Residential
30 LAND R/O, CREYNOLDS LANE, SOLIHULL, B90 4ER	Freehold Land
31 LAND BTN 41 & 47 BERKELEY ROAD, HAY MILLS, B25 8NW	Freehold Vacant Yard
32 58 HIGH STREET, KINGS HEATH, BIRMINGHAM, B14 7JZ	Freehold Vacant Commercial

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

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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

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 1

Freehold Vacant Three Bedroom Terraced House

*Guide Price: £60,000 - £68,000

46 Nelson Road, Aston, Birmingham, West Midlands B6 6HG

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched replacement tile clad roof, benefiting from a ground floor extension and gas fired central heating.

The property directly fronts Nelson Road which forms part of an established residential area and is situated between Trinity Road and Witton Road the latter providing access to High Street (A34) which provides access to Birmingham City Centre.

Accommodation:

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Shower

Room with glazed shower enclosure, pedestal wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

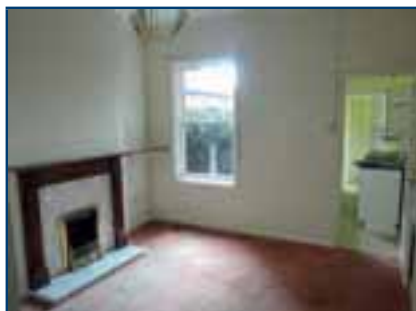
Rear: Yard/garden with shared pedestrian access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

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

Auction deposits may be paid by the following methods

Debit/Credit Card

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

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

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LOT 2

Leasehold Vacant Ground Floor Maisonette

*Guide Price: £30,000 - £35,000

8 Phoenix Rise, Wednesbury, West Midlands WS10 7SL

Property Description:

A modern purpose built ground floor maisonette offering well laid out accommodation which includes one bedroom and benefiting from UPVC Double glazed windows and modern fitted kitchen units. In addition all furnishings and appliances contained within the property will be included within the sale.

Phoenix Rise contains a range of modern housing and similar maisonettes and comprises of a cul-de-sac located directly off Darlaston Road (A462), conveniently within approximately half a mile distance from Wednesbury Town Centre providing access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Entrance to:

Lounge/Dining Room, Kitchen with attractive range of modern fitted units, Double Bedroom, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

Outside:

Front: Foregarden and brick store and residents car parking area

Leasehold Information

Lease Term: 99 Years from 29 September 1983

Ground Rent: Currently £25 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 3

Leasehold Vacant Two Bedroom Maisonette

*Guide Price: £65,000 - £72,000

169 The Radleys, Sheldon, Birmingham, West Midlands B33 0QP

Property Description:

A purpose built first floor maisonette providing well laid out accommodation which includes two double bedrooms and benefits from gas fired central heating and UPVC double glazed windows.

The Radleys forms part of an established residential area and is conveniently located for access to local services at Marston Green village centre which includes Marston Green Railway Station being within approximately three quarters of a mile distance and Coventry Road (A45), Sheldon containing a wide range of retail shops and amenities being within approximately one and a half miles distance.

Accommodation:

Ground Floor

Entrance Hall

First Floor

Stairs and Landing with built in cupboard, Lounge with access to balcony, Kitchen, Two Double Bedrooms, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

Outside:

Rear garden

Leasehold Information

Lease Term: 125 Years from 27 January 2003

Ground Rent/Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 4

Freehold Vacant Possession

*Guide Price: £88,000 - £98,000

17 Brookthorpe Drive, Willenhall, West Midlands WV12 4TX

Property Description:

A link-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway giving access to garage. The property benefits from having UPVC double glazing and gas fired central heating. Brookthorpe Road is located off Stroud Avenue

Accommodation:

Ground Floor

Entrance Hall, Reception/Dining Room, Kitchen, Utility Room, Bedroom with En-suite Shower Room having Shower Cubicle, WC and wash basin

First Floor

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

Outside:

Front Lawned foregarden and paved driveway giving access to garage

Rear Graden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 5

Freehold Vacant Possession

*Guide Price: £35,000 - £40,000

22 Providence Lane, Walsall, West Midlands WS3 2AQ

Property Description:

A end terrace property of brick construction surmounted by a tiled roof, set back from the road behind a walled foregarden.

The property requires modernisation and improvement throughout.

Providence Street is located off Beatrice Street and Leamore Lane, both of which are found off Green Lane.

Accommodation:

Ground Floor

Entrance hallway, lounge, kitchen, bathroom and wc.

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 6

Leasehold Investment

*Guide Price: £28,000 - £32,000

48 Carnegie Avenue, Tipton, West Midlands DY4 8SX

Property Description:

A purpose built first floor apartment forming part of a modern two storey block set back behind a communal car parking area. The property benefits from majority double glazing and electric heating. Carnegie Avenue comprises of a cul-de-sac which leads off Park Lane East. The property is currently let on an Assured Shorthold Tenancy at a rental of £420 per Calendar Month (£5,040 per annum)

Accommodation:

Ground Floor

Communal Entrance Hall, Stairs and Landing

First Floor

Bed/Living Room, Wash Room with vanity wash basin, Bathroom with panelled bath having electric shower over and WC, Kitchen

Outside:

Communal gardens and car parking area

Leasehold Information

Lease Term: 120 Years from 24 June 1982

Ground Rent & Service Charge: Refer to Legal Pack



Cottons

CHARTERED SURVEYORS

RESIDENTIAL SALES

As well as assisting clients selling via auction, Cottons have a specialist Estate Agency team dedicated to marketing properties for sale on the open market via private treaty. Covering the whole of Birmingham we at Cottons are tailored to provide superior marketing methods and offer an extensive and diverse service to assist any client, regardless of their situation.

For a no obligation market appraisal and for further information of the service we provide please contact our Estate Agency Manager, Dan O'Malley.

0121 247 4747

domalley@cottons.co.uk

Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL

www.cottons.co.uk



LOT 7

Freehold Ground Rent Investment Opportunity

*Guide Price: £40,000-£45,000

Freehold Ground Rent Investment, Lingfield Court, 35-45 Hamstead Road, Great Barr, Birmingham, B43 5BL

Property Description:

A freehold interest secured on a modern detached purpose-built development of three-storey construction with a pitched interlocking concrete tiled roof containing six self-contained apartments with garages, set within a mature landscaped site.

There are two blocks each containing three garages, serving the flats, of brickwork construction with flat felt or corrugated sheet roofs. The garages are approached via a right of way leading off Hamstead Road and are in a dilapidated condition, requiring repair and improvement.

The property is situated within a predominantly residential area, approximately 5 miles north of Birmingham City Centre and within close proximity to local shopping, education and public transport facilities.

The property may be of interest to investors, conscious of the latent value within the various Lease Extensions and aware of the progression of value as the lease lengths reduce.

Tenure/Tenancies:

We are offering the freehold interest in the property, subject to a head lease granted for a term of 99 years with effect from 24th June 1973, subject to an annual ground rent of £150. The head lease is subject to a series of under leases and in these circumstances the Freeholder is not required to serve notices under Landlord and Tenant Act 1987 (section 5B)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.



LOT 8

Freehold Investment

*Guide Price: £74,000 - £78,000

6 Orchard Grove, Dudley, West Midlands DY3 2UU

Property Description:

A mid-terraced property of brick construction, surmounted by a tiled roof, set back from the road behind a foregarden.

The property benefits from having double glazing and gas-fired central heating. Orchard Grove is located off both Straits Road and Musk Lane.

The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500 per calendar month (£6,000 per annum).

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front: Foregarden.

Rear: Lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 9
Freehold Vacant Possession

*Guide Price: £89,000 - £99,000

85 Gleave Road, Selly Oak, Birmingham, West Midlands B29 6JW
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. Gleave Road is located off both Katie Road and Elliott Road the latter being found off Bristol Road (A38). The property is also conveniently situated within half a miles distance to both Birmingham University and The Queen Elizabeth Hospital.

Accommodation:
Ground Floor

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

First Floor

Two Double Bedrooms

Outside:

Rear Paved yard area and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 10
Freehold Investment - 2 Self Contained Flats

*Guide Price: £120,000 - £127,000

1006 Stratford Road, Hall Green, Birmingham, West Midlands B28 8BJ
Property Description:

A mid terraced two storey property of traditional brick construction surmounted by a pitched slate clad roof, set back behind a paved forecourt which provides off road car parking and comprising two self contained flats benefiting from UPVC double glazed windows and electric heating. The property forms part of a terrace of similar properties many of which have been converted into residential dwellings and is situated on the busy Stratford Road (A34) approximately 100 metres to the east of the junction with Shaftmoor Lane.

Tenancy Information

Flat A: Let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

Flat B: Let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

Total rental Income: £900 per calendar month (£10,800 per annum)

Accommodation:
Ground Floor

Shared Entrance Hall

Flat A: Lounge, Inner Hall, Double Bedroom, Bathroom with panel bath with shower over,

vanity wash basin and wc, Kitchen.

First Floor

Flat B: Entrance Hall, Stairs and Landing, Lounge/Dining Room, Double Bedroom, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc.

Outside:

Front: Paved forecourt providing off road car parking

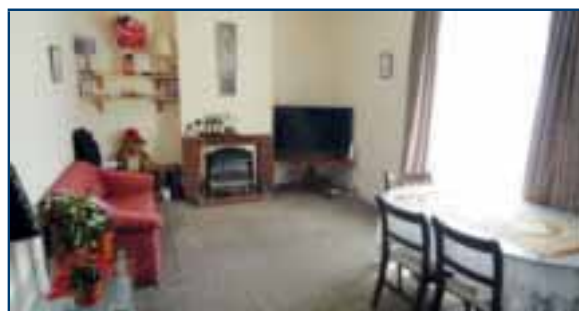
Rear: Shared pedestrian access, enclosed yard and separate garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 11

Freehold Vacant Possession

*Guide Price: £98,000 - £108,000

18 Chaucer Road, Walsall, West Midlands WS3 1DF

Property Description:

A three bedroomed detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway allowing for off road parking and giving access to garage. The property benefits from having UPVC double glazing and gas fired central heating. Chaucer Road is located off Shearwater Road.

Outside:

Front Lawned foregarden and driveway giving access to garage

Rear Lawned Garden

Legal Documents/ – Available at

www.cottons.co.uk

Viewings - Via Cottons – 0121 247 2233

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen, Bathroom with panelled bath, wash basin, Separate WC, Store and Access to Garage, Stairs to

First Floor

Having Three Bedrooms



LOT 12

Freehold Vacant Possession

*Guide Price: £200,000 - £220,000

51 Taylor Road, Kings Heath, Birmingham, West Midlands B13 0PG

Property Description:

A three bedroomed detached bungalow surmounted by a tiled roof set back from the road behind a foregarden and paved driveway giving access to a garage and allowing for off road parking. The bungalow benefits from having UPVC double glazing, gas fired central heating. The property is located on Taylor Road close to the junction with May Lane, Taylor Road is also located off Kings Heath High Street which provides a wide range of local shops, bars and amenities.

Accommodation:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Store Room with Loft Access, Kitchen, Three Bedrooms, Bathroom, Garage, WC and Store

Outside:

Front Foregarden and paved driveway providing off road parking

Rear Lawned Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 13
Freehold Restaurant/Flat Investment

*Guide Price: £190,000 - £210,000

By Instruction of the LPA Receiver
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 Receiver has 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: The Receiver is 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 14

Leasehold Vacant Possession

*Guide Price: £48,000 - £53,000

2 Stadium Close, Willenhall, West Midlands WV13 1EG

Property Description:

A one bedroomed property of brick construction surmounted by a tiled roof set back from the road behind a gravelled foregarden and side lawned garden. The property benefits from having UPVC double glazing and electric heating. The property is located at the junction with Stadium Close and Circuit Close the latter being found off St. Annes Road

Accommodation:

Ground Floor

Entrance Porch, Lounge, Kitchen, Spiral Staircase to

First Floor

Having Bedroom and Bathroom with panelled

bath, wash basin and WC

Outside:

Front Gravelled foregarden

Side Lawned area

Leasehold Information

Term 99 years from 29 September 1981

Ground Rent £50 rising to £100

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 15

Freehold Vacant Possession

*Guide Price: £125,000 - £135,000

143 Osborn Road, Sparkhill, Birmingham, West Midlands B11 1TT

Property Description:

A substantial end terrace property of brick construction, surmounted by a tiled roof, directly fronting the pavement

The property benefits from having majority UPVC double glazing. The property has been informally converted to provide four studio flats

Osborn Road runs between Anderton Road and Warwick Road and the property is situated on the junction of Madeley Road.

Accommodation:

Side Entrance:

Entrance Hallway,

Flat 1 - having Bedroom/Lounge, Kitchen and Bathroom with panelled bath with shower over, wash basin and WC.

Flat 2 - having Kitchen/Lounge, Bedroom and Shower Room with shower cubicle, wash basin and WC.

First Floor

Flat 3 - having Kitchen/Lounge/Bedroom and Bathroom having panelled bath, wash basin and WC.

Flat 4 - having Bedroom/Lounge, Kitchen and Shower Room with shower cubicle, wash basin and WC.

Stairs to



Rear 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 16
Long Leasehold Vacant Ground Floor Retail Unit (501sq.mtrs/5,401sq.ft)
 *Guide Price: £200,000 PLUS

On The Instructions of The Administrators of Mar City Developments Limited
Unit 1, Quartz, Great Hampton Street, Birmingham, West Midlands, B18 6BB
**Property Description:**

A substantial ground floor retail unit/showroom forming part of a modern seven storey residential and retail development known as the Quartz, prominently located fronting Great Hampton Street with full length return frontage to the access way serving the development and benefitting from two basement car parking spaces.

The property is currently in shell condition ready for fitting out and may have potential for subdivision into smaller retail units or change of use to offices or similar, subject to obtaining any necessary planning or freeholder's consents.

The property is located opposite the junction with Harford Street on the edge of the Jewellery Quarter and in an area undergoing significant regeneration and redevelopment which includes a number of modern apartment schemes, retail and leisure uses. Great Hampton Street (B4100) provides direct access to Birmingham City Centre lying within approximately half a mile distance to the south east.

Planning

The property was developed as part of a scheme on a site known as the Former Lucas Buildings, following the granting of planning consent on 10th March 2003 for residential development with ground floor retail (Use Class A1) and food and drink (Use Class A3). The property may be suitable for a variety of uses and all interested parties should contact the planning department at Birmingham City Council to discuss any proposals prior to bidding.

Ground Floor

Predominantly Rectangular Retail Unit in shell condition with predominantly glazed frontage/return frontage, extending to a gross internal area of 501sq.mtrs (5,401sq.ft)

Car Parking

The sale includes two car parking spaces known as Parking Space A & B located within a basement car parking area below the development.

Leasehold Information

Unit 1 The Quartz and Car Parking Space A & B are all held on separate Land Registry Titles on Lease Terms for 125 Years from 1 January 2005
 Ground Rent & Services Charge: Refer to Legal Pack

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

NOTE: THE PROPERTY IS BEING OFFERED FOR SALE ON THE INSTRUCTIONS OF THE ADMINISTRATORS OF MAR CITY DEVELOPMENTS LTD BEING SARAH RAYMENT AND SHAY BANNON OF BDO LLP WHO ACT AS AGENTS AND WITHOUT PERSONAL LIABILITY



LOT 17

**Freehold Vacant Former Public House -
(Planning Consent For Flat Conversion)**
*Guide Price: £180,000 - £200,000

The Former Red Cow Public House Edge Street, Bilston, West Midlands, WV14 8HS



Property Description:

A former Public House of two storey brick construction surmounted by a pitched inter-locking tile clad roof occupying a sizable rectangular plot extending to a total area of approximately 0.23 acres (911 sq.mtrs) and having the benefit of Planning Consent granted for the conversion to residential flats. Edge Street is located off both Bridge Street and Wallbrook Street being located in an established residential area and also within approximately half a miles distance from Coseley Centre.

Existing Accommodation

Ground Floor

Front Entrance Lobby, Public Bar (101.62 sq.mtrs), Disabled Lavatories, Rear Hallway, Ladies and Gentlemen's WC's, Lounge Bar (60.13 sq.mtrs), Kitchen Area and Small Wash-up Area

First Floor

Living Accommodation, Three Bedrooms, Lounge, Kitchen, Bathroom, Separate WC

Basement

Providing Beer Cellar and Boiler Room

Outside:

Forecourt and Car Park for approximately 10 cars

Planning

Planning Consent was granted by Dudley Metropolitan Borough Council (Ref P16/0015) on the 24th March 2016 for the conversion of the Public House to 3 flats, however following approval the owner has submitted a further



planning application (P16/0683) on the 10th of June 2016 for the reconfiguration of the ground floor to provide an additional flat and a decision is expected by the end of August 2016.

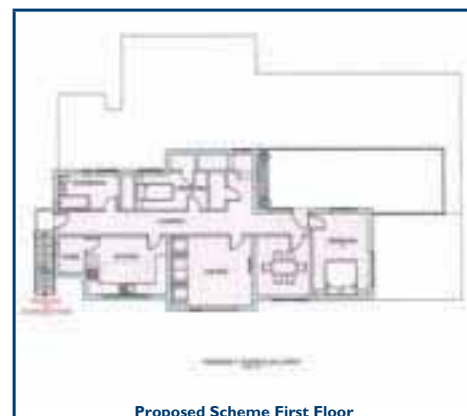
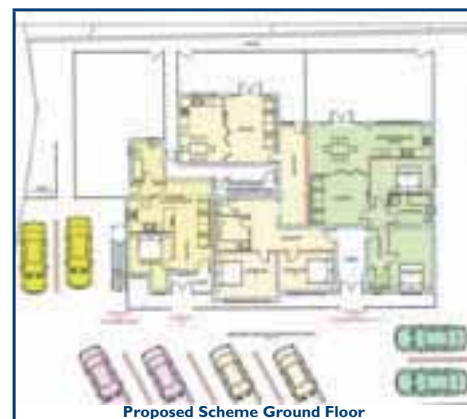
A copy of the Planning Consent and Architects Plans are available to view from the Auctioneers Offices.

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 18
Freehold Vacant Terraced House

*Guide Price: £90,000 - £98,000

116 Katherine Road, Bearwood, Smethwick, West Midlands B67 5RF
Property Description:

A traditional mid terraced house of two store brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows and gas fired central heating. The property occupies an elevated position set back behind a paved garden and forms part of popular residential area. Katherine Road is situated directly between Thimblemill Road and Abbey Road, conveniently within approximately one half of a mile from Bearwood Road which provides access to a wide range of retail amenities and services.

Accommodation:
Ground Floor

Reception Hall, Front Reception Room,

Rear Reception Room, Kitchen

First Floor

Stairs and Landing, Two Double Bedrooms, Bathroom with panelled bath having electric shower over, wash basin and wc

Outside:

Front: Paved foregarden

Rear: Paved yard with brick store and wc, shared pedestrian right of way and separate garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


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LOT 19

Freehold Ground Rent
*Guide Price: £25,000 - £30,000

Freehold Ground Rent, 215 Newcombe Road, Handsworth, Birmingham, B21 8DA

Property Description:

A freehold ground rent investment secured upon a traditional mid terraced house of two storey brick construction surmounted by a pitched tile clad roof and set back behind a small walled forecourt.

The property is situated in the established residential area of Handsworth and Newcombe Road is located directly between Sandwell Road and Rookery Road.

Lease Information

The property is subject to a long lease which was extended with a new 50 year

term on 27 September 2000 expiring on 26 September 2050 at a current ground rent of £600 per annum subject to a review on 26 September 2025.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



LOT 20

Freehold Investment
*Guide Price: £24,000 - £28,000

103 Sixth Street, Peterlee, County Durham SR8 4JX

Property Description:

An end 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. Sixth Street is located off both Cotsford Lane and Blackhills Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental income of £80 per calendar week (£4,160 per annum)

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

First Floor

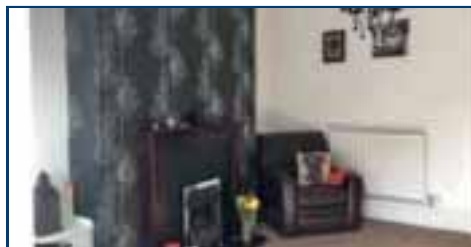
Two Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

Rear Garden

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

Viewings Via Cottons - 0121 247 2233



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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.

LOT 21**Freehold Vacant End Terraced House**

*Guide Price: £150,000 - PLUS

On The Instructions of The Administrators of Mar City Developments Limited**110 Birmingham Road, Lichfield, Staffordshire, WS14 9BW****Property Description:**

An end terraced town house of traditional two storey brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, substantial cellar (subject to rights of way), garage and separate car parking in a residents car parking area located to the rear.

The property is set back from Birmingham Road behind a lawned garden and is conveniently located within half a mile of Lichfield City Centre containing an array of shops, bars, restaurants and amenities along with Lichfield railway station which provides commuting access to Birmingham City Centre.

Accommodation:**Ground Floor**

Reception Hall, Lounge/Dining Room, Kitchen with an extensive range of wooden effect units

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (single), Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

Outside:

Foregarden, external stair access down to cellar (subject to third party rights of way), garage and separate residents car parking area to the rear

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

NOTE: THE PROPERTY IS BEING OFFERED FOR SALE ON THE INSTRUCTIONS OF THE ADMINISTRATORS OF MAR CITY DEVELOPMENTS LTD BEING SARAH RAYMENT AND SHAY BANNON OF BDO LLP WHO ACT AS AGENTS AND WITHOUT PERSONAL LIABILITY



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

LOT 22

Freehold Investment

*Guide Price: £95,000 - £105,000

18 Station Street East, Coventry, West Midlands CV6 5FJ

Property Description:

A double fronted end terraced property of brick construction surmounted by a tiled roof set back from the road behind a part walled foregarden. The property comprises of a ground floor retail unit with residential accommodation to the remaining ground and first floor. The property benefits from having UPVC double glazing and gas fired central heating however does require modernisation and improvement. Station Street East is located off Foleshill Road (B4119) which contains a wide range of shops and amenities. The property is currently let producing a rental of £520 per calendar month (£6,240 per annum).

Accommodation:

Ground Floor

Retail Unit (15.07 sq.mtrs),

Residential Accommodation

Ground Floor

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

First Floor

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

Outside:

Front Part walled foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 23
Freehold Vacant Former Lock Keepers Cottage

*Guide Price: £165,000 - PLUS

Lock Cottage, Hatton Bottom Lock, Old Budbrooke Road, Budbrooke, Warwick, CV35 8RH

Property Description:

An attractive former lock keepers cottage of two storey brick construction surmounted by pitched tile clad roof and located at Hatton Bottom Lock on the banks of the Grand Union Canal. The property occupies a picturesque setting yet is located approximately one mile from the Warwick Town Centre, less than two and a half miles from The M40 Motorway (junction 15) and within 250 metres of Warwick Parkway Railway Station providing easy commuting to various Midlands Towns and Cities and further afield.

The property retains much of its character and has part electric heating/part solid fuel heating and requires modernisation and improvement throughout. The property occupies a rectangular shaped site with a cottage garden to the rear.

The property is best accessed by parking in the canal side car park located off Old Budbrooke Road and crossing the canal over the lock walkways. The property is ideally of interest to owner occupiers, investors with potential as holiday accommodation.

Accommodation
Ground Floor

Entrance Hall, Bathroom with bath, pedestal wash basin and wc, Lounge with Inglenook fire place, Breakfast Kitchen, Rear Entrance Porch

First Floor

Stairs and Landing, Two Double Bedrooms

Outside:

Small Foregarden, pedestrian side access to brick paved yard, brick built store/former wc and a cottage garden

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 site boundaries.



LOT 24

An Attractive Freehold Investment Comprising Three Flats

*Guide Price: £150,000 - £165,000

86 Perry Barr Locks, Walsall Road, Great Barr, Birmingham, West Midlands, B42 1LU



Property Description:

A picturesque Grade II Listed former lock keepers cottage pleasantly situated overlooking Tame Valley Canal and predominantly of two storey brick construction surmounted by a pitched slate clad roof. The property was originally converted to two self contained flats and in addition the lock keepers offices have since been informally converted to provide a third flat and all are currently let.

The property forms part of a popular residential area and is accessed from both Fairview Avenue and Walsall Road (A34) which provides ease of access to local services and amenities including both The One Stop Shopping Centre at Perry Barr and Scott Arms Shopping Centre at Great Barr both within approximately one and a half miles distance, the M6 Motorway (junction 7) being within two miles distance and Birmingham City Centre being within four miles distance to the south.

Rental Income

Each flat is currently let on an Assured Shorthold Tenancy producing the following rental income:

Flat 1: £450 p.c.m. (£5,400 per annum)
Flat 2: £450 p.c.m. (£5,400 per annum)
Flat 3: £425 p.c.m. (£5,100 per annum)

Total Rental Income: £15,900 per annum

Accommodation

Flat 1

Living Room, Kitchen, Bedroom, Shower Room with shower cubicle, wash basin and wc.

Flat 2

Entrance Lobby, Living Room/Bedroom Area, Dining Kitchen, Shower Room with shower enclosure, wash basin and wc.

Outside:

Private Enclosed Courtyard

Flat 3

Entrance Hall, Living Room, Kitchen, Bedroom, Bathroom with bath, wash basin and wc.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 25

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 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 flats. The property is let on an Assured Shorthold Tenancy expiring 30th August 2016 at a rental of £330 p.c.m. (£3,960 per annum)

Accommodation:

First Floor

Entrance Hall, Lounge, Bedroom, Kitchen,

Bathroom

Outside: External yard/patio area

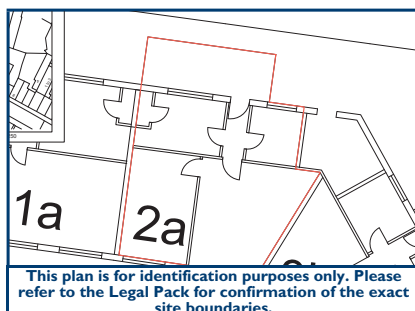
Leasehold Information

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 2472233



LOT 26

Long Leasehold Vacant Flat

*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.

Accommodation:

First Floor

Entrance Hall, Lounge, Bedroom, Kitchen, Bathroom

Outside:

External yard/patio area

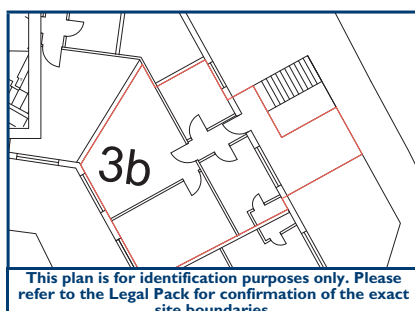
Leasehold Information

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 2472233



LOT 27

32 & 33 Bradford Street & 2 Bradford Lane, Walsall, West Midlands WS1 3QA



Property Description:

An imposing three storey Grade II Listed period built commercial/office premises, of brick construction with rendered front elevation, surmounted by a pitched tile clad roof and set behind a parapet wall. In addition, the sale also includes 2 Bradford Lane situated to the rear of the main property and comprising a separate brick built workshop/industrial premises with roller shutter entrance accessed directly from Bradford Lane.

The main property is currently laid out partly as serviced office units and partly for owner occupation and provides flexible space benefiting from gas fired central heating, mostly double glazed windows and was rewired in 2010. The property has formerly been occupied by long established property agents and auctioneers Wadsworth & Co who we understand have owned the property since 1954 having occupied themselves since 1972.

The property is located south of the junction with Caldmore Road and forms part of Walsall Town Centre being within walking distance from a wide range of retail amenities and services.

Planning

The property provides excellent investment potential and scope for redevelopment and/or alternate use subject to obtaining planning/ listed building consent from the local planning department at Walsall Council and all interested parties should make their enquiries prior to bidding.

Tenancy Information

32 & 33 Bradford Street: Substantially vacant however the following offices are currently let:
Offices 1 & 2, 32 Bradford Street: Rental £2,880 per annum

Office 1, 33 Bradford Street: Rental: £3,640 per annum

Office 3, 33 Bradford Street: Rental: £2,340 per annum

Estimated Income when Fully Let: £26,000 approx.

2 Bradford Lane: Vacant

Accommodation

32 Bradford Street

Reception Office, Office Two, Access to cellar, Kitchen, Toilet with wc and wash basin

First Floor

Stairs and Landing, Two Separate Office

Second Floor

Stairs and Landing, Two Separate Offices

33 Bradford Street

Ground Floor

Entrance Hall/Reception Hall with cellar access, Four Separate Offices, Store/Kitchenette

First Floor

Stairs and Landing, Two Offices, Lobby/Reception Area, Staff Room including Toilet with wc

Second Floor

Stairs and Landing, One Office/Store Room

Outside:

Rear: Internal covered yard area

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

2 Bradford Lane:

7.85mtrs (25ft9in) X 12.03mtrs (39ft6in) comprising brick built workshop with pitched steel framed roof and a large roller shutter access door.

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

Legal Documents:

Available at www.cottons.co.uk

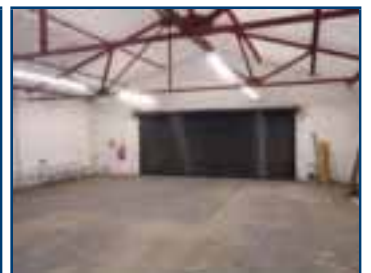
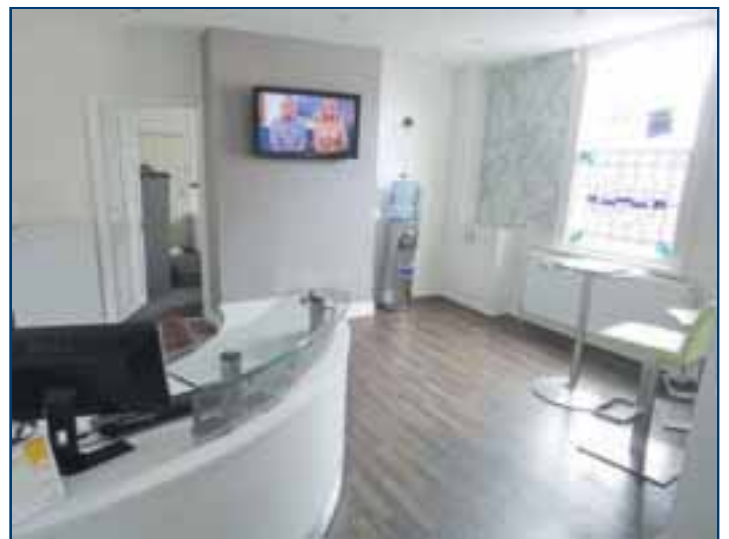
Viewings:

Via Cottons - 0121 2472233



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

A Freehold Part Vacant Office/Workshop Premises - Potential for Alternate Use/Subdivision
*Guide Price: £230,000 - £245,000



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LOT 28
Freehold Vacant Office/Retail Premises. NIA: 176 sq.mtrs (1,896sq.ft)
 *Guide Price: £140,000 - £150,000

Queens Chambers, 65 Bridge Street, Walsall, West Midlands, WSI 1JQ
**Property Description:**

A four storey traditional built retail/office premises of brick construction with ornate timber framed façade and surmounted by a pitched tile clad roof. The property was fully refurbished in 1995 which included a replacement roof covering and offers flexible and well laid out accommodation which comprises of a ground floor retail shop with offices to the first, second and third floors having private access directly off Bridge Street and which may provide scope for alternate use including residential conversion, subject to obtaining any necessary planning consents from the local planning department at Walsall Council. Both parts of the property benefit from separate gas fired central heating systems.

Bridge Street is situated within Walsall Town Centre leading directly off Lichfield Street and providing convenient access to a wide range of retail, leisure amenities and services available within the Town Centre.

Accommodation:**Ground Floor****Retail Shop**

Office/Retail Shop with roller shutter front, Lobby, Rear Offices, Kitchen, lobby and Cloak Room with wc and wash basin

Office Accommodation

Private Ground Floor Entrance Hall leading directly off Bridge Street.

First Floor

Stairs and Landing, Front Office, Rear Office, Kitchen, Lobby to Shower Room with shower enclosure, wash basin and wc

Second Floor

Stairs and Landing, Large Open Plan Office, Kitchen, Lobby to Cloak Room with wc and wash basin.

Third Floor

Open Plan Office and Store

Net Internal Areas

Ground Floor: 51.28sq.mtrs (552sq.ft)

First Floor: 42.3sq.mtrs (467sq.ft)

Second Floor: 46.6sq.mtrs (502sq.ft)

Third Floor: 34.83sq.mtrs (375sq.ft)

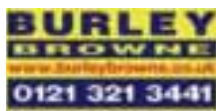
Total Net Internal Floor Area: 176.01sq.mtrs (1,896sq.ft) or thereabouts

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 29

9 The Drive, Countesthorpe, Leicestershire LE8 5PB



Property Description:

A substantial Grade II Listed period dwelling house of brick construction surmounted by a pitched slate clad roof and converted to five self-contained flats. The property is set within lawned gardens and located on a private driveway being the original entrance to Countesthorpe Cottage Homes, a collection of former orphanages dating back to 1884, which now provide superb family homes displaying fine examples of Victorian architecture.

Number 9 The Drive is situated to the northern section of the cul-de-sac on a large plot surrounded by lawned gardens and residents parking area and extending to 0.31 acres (1,254sq.mtrs) approximately. The property is currently laid out to provide five separate self-contained flats, all separately metered and requiring refurbishment.

Alternatively, the property is ripe for conversion to a substantial family dwelling house in keeping with the majority of the properties within The Drive and all interested parties should consult the local planning department at Blaby District Council to discuss any proposals for the property prior to bidding.

The property occupies a highly regarded residential address and the village of Countesthorpe lies approximately five miles south of Leicester City Centre with good road links to the M1 motorway (junction 21) and the village is popular with commuters and offers a range of amenities including local shopping facilities, schooling and a public house.

Accommodation

Ground Floor

Entrance Porch, Communal Reception Hall.

Flat 1 (Studio Flat)

Open Plan Lounge/Kitchen/Bedroom, Bathroom with bath, wash basin and wc.

Flat 2

Reception Hall, Lounge, Kitchen, Double Bedroom, Bathroom with bath, wash basin and wc.

Flat 3

Accessed from the rear of the property and comprising:
Entrance Hall, Double Bedroom, Lounge, Kitchen, Bathroom with bath, wash basin and wc.

First Floor

Stairs and Landing

Flat 4

Reception Hall, Lounge, Kitchen, Double Bedroom, Bathroom with bath, wash basin and wc.

Flat 5

Reception Hall, Double Bedroom, Bathroom with bath, wash basin and wc, Lounge, Dining Kitchen.

Outside:

Surrounding lawned gardens and car parking area.

Total Site Area: 0.31 acres (1,254sq.mtrs) approximately.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



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

Freehold Period Residence Converted to Five Flats/ Potential for Reversal to Dwelling House
***Guide Price: £350,000 PLUS**



LOT 30

Freehold Land (0.41 acres)
*Guide Price: £42,000 - £48,000

Land to the rear of, 32 Creynolds Lane, Cheswick Green, Solihull, West Midlands B90 4ER

Accommodation:

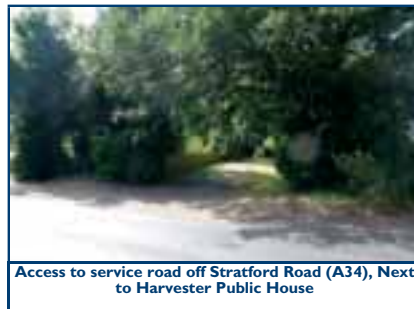
A parcel of freehold land roughly rectangular in shape and extending to an area of approximately 0.41 acres (1667 sq.mtrs). The land is situated to the rear of 32 Creynolds Lane however is accessed via a service road off the Stratford Road (A34) adjacent to the Harvester Public House, Monkspath. The land may be suitable for a variety of uses/development however all interested parties must clarify any proposals they may have with Birmingham City Council prior to bidding.

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

Viewings – External Only



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



Access to service road off Stratford Road (A34), Next to Harvester Public House



LOT 31

Freehold Land (Former Builders Yard)
*Guide Price: £50,000 - £56,000

Land Between 41 and 47 Berkeley Road, Birmingham, West Midlands B25 8NW

Accommodation:

A freehold former builders yard roughly rectangular in shape and extending to an area of 0.07 acres (297 sq.mtrs). The plot has secure gated access located off Berkeley Road and comprises a concrete yard with site building/workshops to the rear and side. The property is located on Berkeley Road between both numbers 41 and 47. Berkeley Road is located off Coventry Road (A45)

The plot may be suitable for a variety of alternative usage/redevelopment however all interested parties must satisfy themselves in full with any proposed schemes they have with Birmingham City Council prior to bidding

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

Viewings – Via Cottons – 0121 247 2233



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



LOT 32

Freehold Vacant Retail Shop/Flat Premises

*Guide Price: £150,000 - £170,000

58 High Street, Kings Heath, Birmingham, West Midlands B14 7JZ

Property Description:

An end terraced three storey traditional built premises of brick construction surmounted by a pitched replacement tile clad roof and comprising a ground floor retail shop along with self contained flat located to the upper floors.

The property is situated between the junctions of Bank Street and Grange Road directly fronting the busy Kings Heath High Street which contains a wide range of local and multiple retailers serving the densely populated surrounding residential catchment area.

Accommodation:

Ground Floor

Retail Shop: 39.83sq.mtrs (428sq.ft) with electric roller shutter front, Store Room: 18.24sq.mtrs (196sq.ft), Kitchen: 4.26sq.mtrs (45sq.ft), Toilet with wash basin and wc

First Floor

External Rear Stairs to Kitchen, Landing with Recess, Lounge, Bathroom with bath, wash basin and wc, Bedroom One (double)

Second Floor

Stairs to Bedroom Two (large double)

Outside:

Rear garden

Legal Documents:

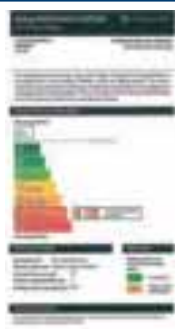
Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



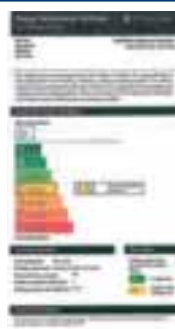
BK Bruton Knowles



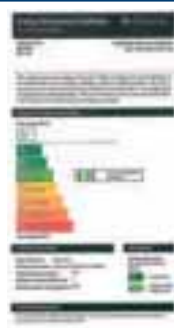
Lot 13



Lot 16



Lot 17



Lot 28



Lot 32

PROXY BID FORM / TELEPHONE BID FORM

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

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

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

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

TYPE OF BID

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

BIDDER INFORMATION

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

SOLICITOR INFORMATION

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

BIDDER INFORMATION

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

DEPOSIT

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

TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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






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



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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

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