

23rd OCTOBER 2012

Cottons

CHARTERED SURVEYORS

AUCTION

TUESDAY 23rd OCTOBER 2012

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

7. Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which the seller might be prepared to sell at the date of the guide price but guide prices may change. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

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 If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.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

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

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

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

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

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

14. The successful bidder will be required to pay an Administration Fee of £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT.

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

- **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)**

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

Misrepresentation Act

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

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

Footnote

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

A Collective Auction Sale of 56 Lots

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

Order of Sale

Lot Property

- 1 41 WITBYED LANE, ALVECHURCH, B48 7PD
- 2 1 MEADOW WALK, CRADLEY HEATH, B64 7EG
- 3 56 STRATTON STREET, WOLVERHAMPTON, WV10 9AJ
- 4 60 STRATTON STREET, WOLVERHAMPTON, WV10 9AJ
- 5 11 ADAMS CLOSE, SMETHWICK, B66 1HD
- 6 4 WATTON STREET, WEST BROMWICH, B70 7BP
- 7 110 HIGH STREET, AMBLECOTE, STOURBRIDGE, DY8 4HG
- 8 174 - 176 DELPH ROAD, BRIERLEY HILL, DY5 2TZ
- 9 LAND ADJ TO 123 NORTHFIELD ROAD, DUDLEY, DY2 9ET
- 10 BLDG PLOT ADJ 4 HERONVILLE DRIVE, WEST BROM, B70 0HS
- 11 126 STRATFORD ROAD, SPARKHILL, B11 1AJ
- 12 98 DINGLE STREET, OLDBURY, B69 2DY
- 13 LAND 24B PORTWAY HILL, TIVIDALE, OLDBURY
- 14 SITE AT WINCHESTER GROVE, HANDSWORTH, B21 0DT
- 15 INSIGHT HOUSE, PEARSON STREET, BRIERLEY HILL, DY5 3BL
- 16 20 WORCESTER GREEN, WEST BROMWICH, B71 1JD
- 17 1 HADEN HILL, COMPTON, WOLVERHAMPTON, WV3 9PT
- 18 140 EVESHAM STREET, REDDITCH, WORCESTERSHIRE, B97 4HP
- 19 2 MARINER AVENUE, EDGBASTON, BIRMINGHAM, B16 9DG
- 20 134 - 136 CAPE HILL, SMETHWICK, B66 4PH
- 21 99 OLD FALLINGS LANE, WOLVERHAMPTON, WV10 8BJ
- 22 OPEN YARD, EVELYN ROAD, BIRMINGHAM, B11 3JJ
- 23 130 - 140 WALSTEAD ROAD, WALSALL, WS5 4LY
- 24 HADEN WORKS, HADEN STREET, BALSALL HEATH, B12 9BH
- 25 LAND 25 - 33 WASHWOOD HEATH ROAD, B8 1RS
- 26 234 NINEVEH ROAD, HANDSWORTH, BIRMINGHAM, B21 0TB
- 27 115 SELSEY ROAD, EDGBASTON, BIRMINGHAM, B17 8JP
- 28 109 YARNFIELD ROAD, ACOCKS GREEN, BIRMINGHAM, B11 3PJ
- 29 2 STATION ROAD, ACOCKS GREEN, BIRMINGHAM, B27 6DN
- 30 UNITS A, B & C SPARKHILL TRADING EST, BIRMINGHAM, B11 3JJ
- 31 AGRICULTURAL LAND OFF SQUARE LANE, CORLEY, CV7
- 32 LAND AT MANOR WAY, HALESOWEN, B62 8RJ
- 33 122 WILLES ROAD, WINSON GREEN, BIRMINGHAM, B18 4PX
- 34 10 WELLINGTON ROAD, DUDLEY, DY1 1RB
- 35 100 MANOR FARM ROAD, BIRMINGHAM, B11 2HX
- 36 LAND REAR OF 1 RAGLAN STREET, BRIERLEY HILL, DY5 3YG
- 37 FGR 13, 14, 15 & 16 BRYN MORGRUG, PONTARDAWE, SA8 3DG
- 38 1 MELVILLE HALL, HOLLY ROAD, EDGBASTON, B16 9NJ
- 39 77 LONG LANE, WALSALL, WS6 6AT
- 40 DALE HOUSE, BREDON ROAD, TEWKESBURY, GL20 5BX
- 41 187 METCHLEY LANE, BIRMINGHAM, B17 0NH
- 42 PLOT 4, THE SAWMILLS, EARDISLEY, HEREFORD, HR3 6NR
- 43 THE MALTINGS, ANDERSON ROAD, SMETHWICK, B66 4AR
- 44 30 ELMDON ROAD, ACOCKS GREEN, BIRMINGHAM, B27 6LH
- 45 1 CYGNET LANE, PENSNETT, BRIERLEY HILL, DY5 4DL
- 46 126 CHURCH ROAD, YARDLEY, BIRMINGHAM, B25 8UT

- Freehold Vacant Residential
- Freehold Takeaway Investment
- Freehold Vacant Residential
- Freehold Vacant Residential
- Leasehold Vacant Residential
- Freehold Vacant Workshop
- Freehold Residential Investment
- Freehold Land with Potential
- Freehold Development Land
- Freehold Building Plot
- Freehold Vacant Commercial
- Freehold Vacant Residential
- Freehold Land
- Freehold Development Land
- Freehold Commercial Investment
- Freehold Residential Investment
- Freehold Vacant Residential
- Freehold Retail Investment
- Freehold Vacant Residential
- Two Freehold Vacant Shops
- Freehold Vacant Residential
- Freehold Investment Yard
- Freehold Vacant Commercial/Flats
- Leasehold Commercial Investment
- Freehold Land with Potential
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Pt Vacant Commercial
- Freehold Agricultural Land
- Freehold Land
- Freehold Residential Investment
- Freehold Vacant Commercial
- Freehold Vacant Commercial
- Freehold Building Plot
- Freehold Ground Rents
- Leasehold Vacant Residential
- Freehold Vacant Residential
- Freehold Pt Vacant Commercial
- Freehold Vacant Residential
- Freehold Vacant Commercial
- Freehold Pt Let Commercial
- Freehold Residential Investment
- Freehold Vacant Residential
- Freehold Vacant Commercial

Lot Property

- 47 896 - 898 BRISTOL ROAD SOUTH, NORTHFIELD, B31 2NS
 - 48 LAND TO THE SOUTH OF BURY HILL PARK, OLDBURY
 - 49 43 BREAN AVENUE, SOLIHULL, B26 1JS
 - 50 248 HEATH STREET, WINSON GREEN, BIRMINGHAM, B18 4DF
 - 51 124A KING WILLIAM STREET, STOURBRIDGE, DY8 4ES
 - 52 1 ROSE COTTAGE, THE FORDROUGH, NORTHFIELD, B31 3LY
 - 53 41 MOOR STREET, WEDNESBURY, WS10 0QU
 - 54 33 & 33A ROWLEY STREET, WALSALL, WS1 2AX
 - 55 7 SADLER CRESCENT, LEA ROAD, GREET, B11 3LU
 - 56 8 SADLER CRESCENT, LEA ROAD, GREET, B11 3LU
- Freehold Vacant Commercial
 - Freehold Land
 - Freehold Residential Investment
 - Leasehold Vacant Residential
 - Freehold Vacant Commercial
 - Freehold Vacant Residential
 - Freehold Vacant Residential
 - Freehold Residential Investment
 - Freehold Vacant Residential
 - Freehold Vacant Residential

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, Callum Wing BSc (Hons)

Auction Manager Sue Worrall

Auction Team Richard Longden B.Sc(Hons.) MRICS,
Peter C. Longden FRICS, Mark M. Ward AssocRICS, Nada Turton,
Julie Elcock, Jayne Turton, Tricia Doyle, Derek Dolphin,
Ossie O'Malley, Hughie McCourt, and Kevin Hogan.

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

ID REQUIREMENTS

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

DEPOSIT/PAYMENT METHODS

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

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

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

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

LOT 1

Freehold Vacant Possession

Guide Price: £90,000 to £98,000

41 Withybed Lane, Alvechurch, Birmingham B48 7PD

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a lawned foregarden. The property provides well laid out accommodation which includes three good sized bedrooms and requires modernisation and improvement throughout. The property forms part of the highly regarded village of Alvechurch which contains a local shopping centre, a railway station ideal for commuting and is conveniently located within approximately one mile distance from the M42 Motorway (junction 2), three miles distance to the north of Redditch Town Centre, four miles distance to the east of Bromsgrove Town Centre and approximately ten miles distance to the south of Birmingham City Centre.



Bedroom Two (double), Bedroom Three (small double)

Outside:

(Front) Lawned foregarden with shared pedestrian entry access having integral store leading to rear (Rear) Yard and a long garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Entrance Hall, Front Reception Room, Dining Kitchen, Pantry, Bathroom with bath and wc

First Floor:

Stairs and Landing with useful storage area, Bedroom One (double),

--- Legal Documents Online ---



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

Service Provided By The Essential Information Group Ltd

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Please note all Legal Packs are available on our website and all parties wishing to inspect a Legal Pack must register their correct details and password with the site. The Legal Packs are updated regularly during our marketing but documents may be added or changed during this period prior to the auction. Whilst we will endeavour to inform all persons registered for Legal Packs of any changes it is the responsibility of all bidders to re-check the Legal Packs for any changes prior to bidding and the Auctioneers/ Vendors accept no liability whatsoever for a bidder not adhering to this advice.

LOT 2

Freehold Takeaway Investment Premises

By Instruction of the Joint LPA Receivers

Guide Price: £70,000 to £77,000

I Meadow Walk, Cradley Heath, West Midlands B64 7EG



Property Description:

A semi-detached premises of brick construction surmounted by a hipped slate clad roof and comprising of a Cantonese Takeaway trading as the Green Garden along with ancillary living accommodation. The property occupies a wide plot with side yard providing useful storage/car parking and is set back from the road behind a deep forecourt. The property forms part of a residential estate and Meadow Walk leads off Codsall Road which leads via Harcourt Road to Halesowen Road (A459). The property benefits from gas fired central heating and part UPVC double glazed windows.

Lease Information:

The property is let on a Lease for a term of 20 years from 16th May 2009 (expiring 15th May 2029) at a current rental of £7,100 per annum with reviews every third anniversary and on full repairing and insuring terms

Accommodation:

Ground Floor:

Retail/Takeaway Shop: 15.21sq.mtrs (163sq.ft) with electric roller shutter protection, Kitchen: 19.59sq.mtrs (210sq.ft) Store/Preparation Room: 4.24sq.mtrs (45sq.ft) Side Entrance Hall with Pantry

First Floor:

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

Outside:

Forecourt, parking area, side vehicular gated access to hard standing, side and rear gardens

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 3**Freehold Vacant Possession**

Guide Price: £37,000 to £42,000

**56 Stratton Street,
 Wolverhampton WV10 9AJ**
Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and offered for sale in a presentable condition. Stratton Street forms part of an established residential area which leads off Nine Elms Lane and which in turn leads off Cannock Road (A460). Wolverhampton City Centre lies within approximately three quarters of a mile distance to the south west.

Accommodation:**Ground Floor:**

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

First Floor

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

Outside:

(Rear) Yard and garden

**Legal Documents:**

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 4**Freehold Vacant Possession**

Guide Price: £37,000 to £42,000

**60 Stratton Street,
 Wolverhampton WV10 9AJ**
Property Description:

A mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows and requiring some repair. Stratton Street forms part of an established residential area which leads off Nine Elms Lane and which in turn leads off Cannock Road (A460). Wolverhampton City Centre lies within approximately three quarters of a mile distance to the south west.

Accommodation:**Ground Floor:**

Front Reception Room, Rear Reception Room, Kitchen

First Floor:

Stairs and Landing, Two Bedrooms and Bathroom

Outside:

(Rear) Garden

**Legal Documents:**

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 5**Leasehold Vacant Possession**

Guide Price: £42,000 - £46,000

**11 Adams Close, Smethwick,
 West Midlands B66 1HD**
**Property Description:**

A ground floor one bedroomed flat of brick construction surmounted by a tiled roof set back from the road behind communal gardens and car park. The property benefits from having UPVC double glazing and is offered for sale in a presentable condition. Adams Close is located off St.Pauls Road (B4169)

Accommodation:**Ground Floor:**

Entrance Hallway, Lounge, Kitchen, Bedroom, Bathroom having panelled bath, wash basin and wc.

Outside:

Communal gardens and parking

Leasehold Information:

Term: 999 years from 1st January 1984
 Ground Rent: £10.00 per annum
 Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

OUR NEXT AUCTION
 will be held on

THURSDAY
6th DECEMBER 2012

We are now inviting lots.
 For your FREE no obligation appraisal
 please call us on... 0121 247 2233

Closing date:
FRIDAY
9TH NOVEMBER 2012

For advise on any aspect of buying
 or selling at auction, call our friendly and
 professional auction team.

LOT 6

4 Watton Street/36 Lyng Lane, West Bromwich, West Midlands, B70 7BP



Freehold Workshop/Warehouse Property with Vacant Possession
Guide Price: £45,000 - £55,000

Property Description:

The property is located approximately 0.5 miles south west of West Bromwich Town Centre within a mixed industrial and residential area.

The property is located close to Kelvin/Kendrick Way (A4182) which provides access to the national motorway network at junction 1 of the M5 motorway approximately 1 mile to the east.

The property comprises a generally rectangular shaped site. The site has been developed to provide a modern, single storey purpose-built workshop/warehouse building set back from Watton Street behind a forecourt used for servicing and vehicle parking. The main workshop/warehouse building has been partitioned to form toilet, office, kitchen and storage accommodation.

ACCOMMODATION (all dimensions and areas are approximate):

Gross Internal Area 208.2 sq.m (2,241 sq.ft)
Eaves Height approximately 8'6" (2.6m)

VAT:

The vendors inform us the VAT exemption in respect of this property has not currently been waived. Consequently, it is believed the sale proceeds shall not attract VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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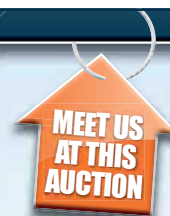
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National Development Manager
mobile: 07778 150 845
email: scott.hendry@auctionfinance.co.uk

Michael Stratton
Case Manager
mobile: 07702 718 153
email: michael.stratton@auctionfinance.co.uk

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LOT 7**Freehold Flat Investment Opportunity (Part Vacant)**

Guide Price: £120,000 to £130,000

**110 High Street, Amblecote, Stourbridge,
 West Midlands DY8 4HG**
**Property Description:**

A substantial three storey residence of traditional brick construction surmounted by a pitched tile clad roof converted in excess of 20 years ago to provide four separate investment flats. The property forms part of the popular Amblecote area located approximately one third of a mile distance to the north of Stourbridge Town Centre and High Street (A491) itself leads directly off Stourbridge Ring Road. The property benefits from mains fitted fire detection system and has potential for car parking located to the rear.

Rental Income:

The property is currently let as follows:

Flat One: Vacant

Flat Two: Vacant

Flat Three: Let on an Assured Shorthold Tenancy at £300 per calendar month

Flat Four: Let on an Assured Shorthold Tenancy at £320 per calendar month

Total Current Rental Income: £620 per calendar month (£7,440 per annum)

Total Rental Income when Fully Let: £14,640 per annum (approximately)

Accommodation:**Ground Floor:**

Shared Reception Hall,

Flat One: Reception Hall with Cellar access, Bed/Living Room, Shower Room with shower enclosure, pedestal wash basin and wc, Kitchen

Flat Two: Bed/Living Room, Kitchen, Shower Room with shower enclosure, pedestal wash basin and wc

First Floor:

Stairs and Landing

Flat Three: Reception Hall, Bed/Living Room, Dining Kitchen and Shower Room with wc

Flat Four: Bedroom

Second Floor:

Stairs and Landing, Shower Room with wc, Lounge and Kitchen

Outside

(Front) Walled foregarden, pedestrian side access to rear

(Rear) Yard, Lawned garden and a potential for rear vehicular parking accessed by way of a shared rear driveway

Planning

We understand that the current use has been long established and the property may provide scope for conversion to a substantial family dwelling house with rear parking/garage. All interested parties must discuss any proposals which they may have with the local planning department at Dudley Council.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk

Freehold Land with Development Potential

LOT 8

By Instruction of the Joint LPA Receivers
Guide Price: £20,000 to £30,000

Potential Redevelopment Land 174 – 176 Delph Road, Brierley Hill, West Midlands DY5 2TZ



Description:

An undeveloped parcel of freehold land extending to an approximate area of 0.09 acres (0.04Ha or 364 sq m). The land is prominently located on Delph Road in Brierley Hill, adjacent to the 'The Bell' public house. It is less than 1 mile from Brierley Hill town centre and less than 2.5 miles from Stourbridge town centre. The land benefits from being just over 1 mile from Merry Hill Shopping Centre and less than 0.5 miles from Withymoore Primary School and Community Centre. The immediate area is predominantly residential and has a good local transportation network. The site is suited to residential development subject to planning.

Planning:

Planning consent was granted by Dudley MBC (ref: P05/2474) on 1st March 2006 for the erection of 3 no. 2 bedroom apartments with garages. This planning consent has now lapsed. All interested parties are advised to contact the local planning department prior to the auction, to discuss current planning conditions.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Freehold Land with Residential Development Potential

LOT 9

By Instruction of the Joint LPA Receivers
£40,000 to £50,000

Land Adjacent to 123 Northfield Road, Netherton, Dudley, West Midlands DY2 9ET



Description:

An undeveloped parcel of freehold land extending to an approximate area of 0.12 acres (0.05 Ha or 486 sq m). The land is prominently located on Northfield Road in Dudley, directly opposite Northfield Road Primary School. It is less than 1.5 miles from Dudley town centre and less than 6.5 miles from West Bromwich town centre. It benefits from being 100 metres from Netherton Park and less than 3.5 miles from Merry Hill Shopping Centre. The surrounding area is mixed use but predominantly residential. There is planning consent for the construction of 4 no. semi detached dwellings. The land is suited to residential development subject to planning.

Planning:

Planning consent was granted by Dudley MBC (ref: P11/0548) on 19th October 2011 for the construction of 4 no. semi detached dwellings. Planning consent included car parking provision on land, not included in the Title. All interested parties are advised to contact the local planning department to discuss the planning conditions in place prior to the

auction. The Architect's drawings approved with the planning consent detailed four dwellings having the following proposed accommodation:

Ground Floor:

Reception Hall, Cloak Room having wc, Kitchen and Lounge/Dining Room

First Floor:

Stairs and Landing, Two Bedrooms and Bathroom with wc

Second Floor:

Stairs and Landing to Master Bedroom with En-suite Shower Room having wc

Outside:

Rear garden. Land allocated in the planning consent for car parking is not included in the title.

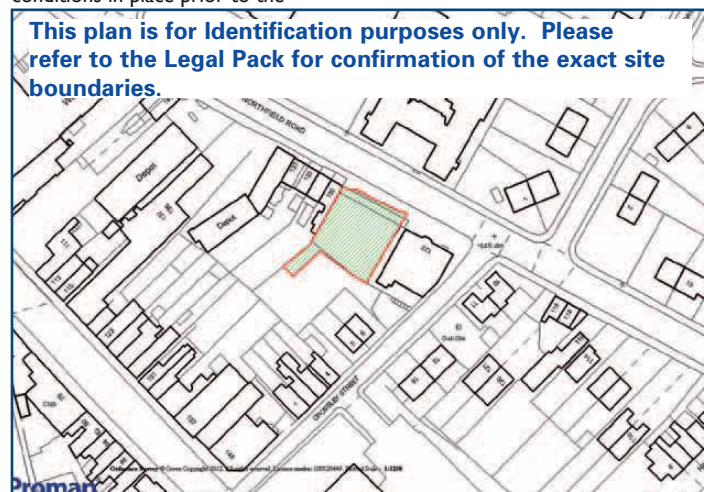
A copy of the planning consent is available for inspection from the Auctioneers' offices or from Dudley MBC website: www.dudley.gov.uk

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 10

Freehold Residential Building Plot

Guide Price: £28,000 to £33,000

Building Plot Adj 4 Heronville Drive, Black Lake, West Bromwich, West Mids B70 0HS

Property Description:

A parcel of land irregular in shape located to the eastern section of Heronville Drive which comprises of a cul-de-sac located off Heronville Road and which in turn leads off Dial Lane. The plot formerly comprising of a lock up garage yard which has now been demolished and cleared and forms part of a predominantly residential area located approximately one mile distance to the north of West Bromwich Town Centre and benefits from full planning consent for the erection of a four bedroom detached dwelling with garage and is situated adjacent to public open space.

Planning

Planning consent was granted by Sandwell Metropolitan Borough Council on 19th December 2011 (Ref: DC/11/53676) for the development of a four bedroom detached dwelling with garage. The Architect's plans approved with the consent detailed a dwelling which contains the following accommodation:

Proposed Accommodation Ground Floor

Reception Hall, Cloak Room having wc, Kitchen with storage, Utility Room,

Full Width Lounge/Dining Room and Conservatory

First Floor

Stairs and Landing, Four Bedrooms and Family Bath/Shower Room

Second Floor

Stairs to Study/Games Room with En-suite Shower Room

Outside

Paved driveway with three car parking spaces, detached garage and surrounding gardens

A copy of the planning consent is available for inspection both at the Auctioneers' offices or from www.sandwell.gov.uk

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 11

Freehold Vacant Possession

Guide Price: £100,000 to £115,000

126 Stratford Road, Sparkhill, Birmingham B11 1AJ

Property Description:

A detached part two storey commercial premises of brick/block construction located in a secure gated yard area to the rear of an adjacent Texaco petrol station and having right of access over the forecourt. The property benefits from a high level of passing trade and whilst previously used for manufacturing/warehousing may be adaptable for a variety of uses. Stratford Road (A34) provides direct access to Bordesley Middleway and to Birmingham City Centre being within approximately one miles distance.

Accommodation:

Ground Floor:

Entrance Hallway, Workshop with steel loading door, Office, Workshop/Store Room, Kitchen, Toilet and Store

First Floor:

Stairs, Workshop, Toilet and Boiler Room

Outside:

Secure gated yard providing off road parking/loading facility having a right of

way over the adjacent petrol station forecourt

Gross Internal Area:

Ground Floor: 107.33sq.mtrs (1,155 sq.ft)

First Floor: 71sq.mtrs (764 sq.ft)

Total: 178.33 sq. mtrs (1,919 sq. ft)

Legal Documents:

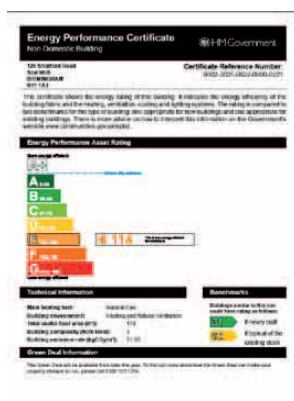
Available at www.cottons.co.uk

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 12

Freehold Vacant Possession

Guide Price: £46,000 - £52,000

98 Dingle Street, Oldbury, West Midlands, B69 2DY

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having gas fired central heating however does require modernisation and improvement. Dingle Street is located off Brades Road and Ashtree Road.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen and Shower Room having shower cubicle, wc and wash basin.

First Floor:

Two Bedrooms

Outside:

(Front) Walled Foregarden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 13

Freehold Land

Guide Price: £2,000 - PLUS

Land 24b, Portway Hill, Tividale, Oldbury, Sandwell (Adjacent B69 1PQ)

Description:

The land comprises a roughly level rectangular shaped unfenced site of about 0.126 acres (512sq. mtrs.) and lies in a large area of open space which is bounded by housing to the North, East and South.

Site boundaries have been surveyed and the plot boundaries can be set out for a charge using GPS survey equipment.

Planning:

The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council.

Location:

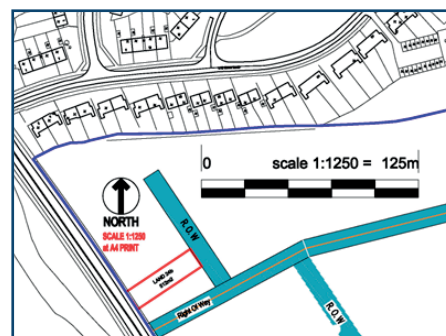
The land is located approximately 1.3 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is approached, coming from the M5, along the A4123 (0.7 miles), then turn left onto Newbury Lane, continue along for 0.8 miles to the traffic lights and turn right onto Portway Hill. The land is at the top of the hill on the right hand side 0.4 miles from Newbury Lane, 100 yards from south of the Lye Cross Road junction.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

The site is open for viewings



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LOT 14

Freehold Redevelopment Site

Guide Price: £75,000 to £85,000

Residential Development Site, Winchester Grove, Off Wattville Road, Handsworth, Birmingham B21 0DT



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

Description:

A residential redevelopment site rectangular in shape, extending to an area of approximately 0.34 acres (0.13 hectares) and accessed by way of a driveway which leads between numbers 12 and 14 Wattville Road. The site which is situated to the rear of numbers 2 to 24 Wattville Road, previously contained residential housing which has been demolished and cleared and benefits from detailed planning consent for the erection of 2 three bedroom houses and 2 four bedroom houses. Wattville Road is an established residential road which leads directly off Holyhead Road (A41) and which provides direct access to Soho Road containing a wide range of local amenities and services and to the M5 Motorway (junction 1) both within approximately one mile distance

Planning:

Detailed planning consent was granted by Birmingham City Council (Ref: 2010/03476/PA), dated 14th October 2010 for the erection of 2 No. three bedroom dwelling houses and 2 No. four bedroom dwelling houses at the rear of 2 to 24 Wattville Road. The Architect's drawings approved with the planning consent detailed a courtyard style development with forecourt parking and each house type comprised of the following:

Three Bedroom House Type (quantity: 2)

Proposed Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Three Bedrooms, Family Bathroom with wc

Four Bedroom House Type (quantity: 2)

Proposed Accommodation:

Ground Floor:

Reception Hall, Cloak Room with wc and shower, Lounge, Dining Room, Kitchen

First Floor:

Stairs and Landing, Four Bedrooms, Bathroom with wc

Outside

Driveway access, (subject to rear pedestrian right of way by occupiers of numbers 2 to 24 Wattville Road) and leading to tarmac forecourt, each property benefiting from two car parking spaces, foregardens and private rear gardens

A copy of the planning consent and Architect's drawings are available for inspection from the auctioneers' offices or by visiting Birmingham City Council website www.birmingham.gov.uk

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

Site Entrance



LOT 15

Freehold Investment producing £32,000 per annum
Guide Price: £300,000 to £325,000

Insight House (Formerly The Laurels), Pearson Street, Brierley Hill DY5 3BL



Property Description:

A detached former Social Club of predominantly two storey brick construction surmounted by a pitched tile clad roof having single storey brick built extensions to the rear and sides and occupying a sizeable rectangular shaped plot extending to an area of approximately 0.55 acres which provides ample car parking for approximately 50 vehicles.

The accommodation internally comprises of a range of meeting and function rooms within the Ground Floor which includes a Public Hall and Cafe along with First Floor Offices/Meeting Rooms and is currently undergoing substantial refurbishment and improvement by the tenant. The property is situated to the south side of Pearson Street opposite Asda Superstore and close to the junction with High Street in the centre of Brierley Hill.

Tenancy Information:

The property is Let to 'Insight for Carers Service' a registered charity providing support to carers located in and around the Borough of Dudley and caring for persons who are physically disabled, mentally disabled, the elderly and ill. The property is let on a lease for a term 7 years from 2nd March 2012 at a rental of £24,000 per annum (reviewed 2nd March 2015) and on Full Repairing and Insuring terms. The Car Park is let on a Licence to Occupy for a period of 2 years from 6th February 2012 at a rental of £8,000 per annum.

Accommodation:

Ground Floor:

Reception Area, Ladies, Gents and Disabled Toilets with modern fittings, Kitchen, Meeting Room, Concert/Function Room with Stage having Two Ancillary Rooms and Bar, Cafe, Office and Inner Hall with Cellar Access

First Floor:

Subdivided into Seven Meeting Rooms:

Gross Internal Area

Ground Floor: 544.14sq.mtrs (5,857sq.ft)
Basement/Cellar: 31.49sq.mtrs (339sq.ft)
First Floor: 160.56sq.mtrs (1,728sq.ft)
Total: 736.19sq.mtrs (7,925sq.ft)

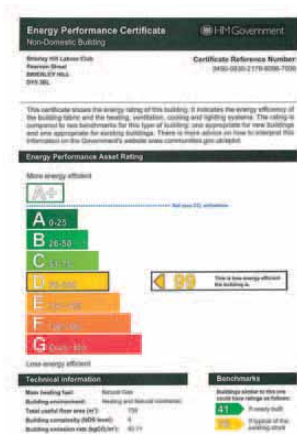
Outside:

Tarmacadam car parking area front and side

Site Area: 0.55 acres (0.222 hectares)

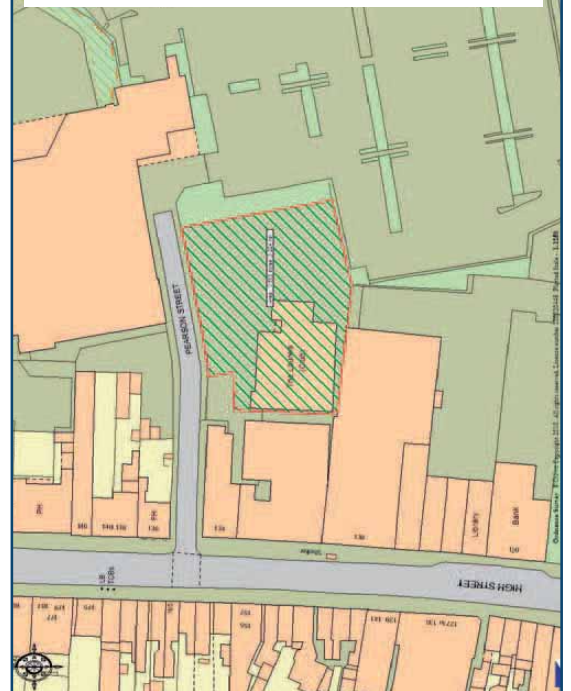
Viewings:

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 16

Freehold Investment
Guide Price: £45,000 to £50,000

**20 Worcester Green, West Bromwich,
West Midlands B71 1JD**



Property Description:

A semi detached house of non traditional "Smiths" type construction surmounted by a hipped tile clad roof, providing well laid out accommodation and benefiting from gas fired central heating, mostly UPVC double glazed windows and ample off road parking. The property is situated in an established residential area and Worcester Green is located off Wiltshire Way which provides access via Bank Street to Vicarage Road (B4149). West Bromwich Town Centre lies within approximately one and a half miles distance to the south. The property is currently let on an assured shorthold tenancy at a rental of £550 pcm (£6,600 per annum)

The tenant has been in occupation since 25th July 2008.

Accommodation:

Ground Floor:
Reception Hall, Lounge, Dining Room, Kitchen, Covered Side Passageway with brick built workshop, store and wc

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath having electric shower over, pedestal wash basin, Separate wc

Outside:

(Front) Lawned foregarden and a large paved driveway providing ample off road parking
(Rear) Paved patio and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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Birmingham, B17 8DL*

www.cottons.co.uk



LOT 17

Freehold Vacant Possession

Guide Price: £75,000 - £80,000

1 Haden Hill, Compton, Wolverhampton, WV3 9PT

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having double glazing and gas fired central heating. Haden Hill is located between Compton Road (A454) and Tettenhall Road (A41)

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Cellar, Kitchen, Bathroom having panelled bath, wash basin and wc, Veranda

First Floor:

Three Bedrooms and wc

Outside:

(Front) Walled Garage
(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 18

Freehold Shop/Residential Investment

Guide Price: £160,000 - £180,000

140 Evesham Street, Redditch, Worcestershire, B97 4HP



Property Description:

Redditch is located approximately 15 miles south of Birmingham and 7 miles south east of Bromsgrove.

Access to the national motorway network is available at junction 2 or 3 of the M42 motorway, approximately 5 miles to the north

The property is located on the fringe of Redditch Town Centre, not far from Redditch Ringway (B4160)

The property comprises a 3 to 4 storey semi-detached building, terraced into a sloping site and is of 3 storey construction to the front and 4 storey to the rear, with a lower ground floor.

The building is of solid brickwork construction, with a pitched slate roof. There is a 2 storey rear wing building of similar construction.

The building provides a ground floor lock up shop with basement, subject to an occupational lease and occupied as a Tattoo Parlour

The first and second floor premises comprise a self-contained maisonette, approached via a separate entrance at the side of the building. The maisonette is currently let by way of an Assured Shorthold Tenancy.

Accommodation:

(all dimensions and areas quoted are approximate)

Ground Floor Retail Area (front) 19.8 sq.m (214 sq.ft)

Ground Floor Retail Area (rear) 16.1 sq.m (174 sq.ft)

Toilet, with WC and wash basin

Basement/Lower Ground Floor:

Store 15.3 sq.m (165 sq.ft)

Store 15.8 sq.m (170 sq.ft)

Lobby, toilet and external store

First Floor:

Landing, living room (front), kitchen/breakfast room (rear), and bathroom/toilet, with white suite comprising cast iron bath, ceramic wash basin and WC

Second Floor:

Landing, bedroom one (front) with store and bedroom two (rear)

Tenancies:

Shop:

The vendors inform us that the ground floor lock up shop, including the basement/lower ground floor premises, are let to Blank Canvas Limited by way of a 5 year lease from 7th May 2012 at a rent of £14,850 per annum

Maisonette:

The vendors inform us the first and second floor residential accommodation is let by way of an Assured Shorthold Tenancy at a rent of £500 per calendar month.

Thus, we are informed the entire premises currently produce a gross rent of £20,850 per annum

VAT:

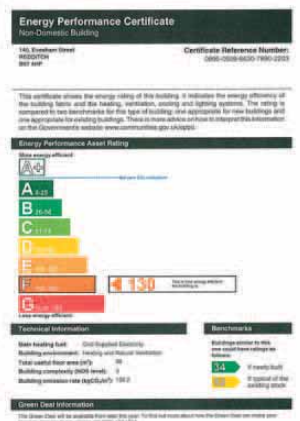
The vendors inform us the property is not elected for VAT

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 19
Freehold Vacant Possession

Guide Price: £140,000 - £148,000

2 Mariner Avenue, Edgbaston, Birmingham B16 9DG

Property Description:

An extended semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a block paved driveway allowing for off road parking. The property benefits from having double glazing and gas fired central heating and a side extension/annex allowing for additional living accommodation. Mariner Avenue is a continuation of Waterworks Road which can be found off Monument Road (B4124).

Accommodation:
Ground Floor:

Entrance Porch, Lounge, Kitchen, Conservatory

First Floor:

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

Annex:

Lounge, Kitchenette, Bedroom and En-suite Shower Room having shower cubicle, wash basin and wc

Outside:

(Front) Garden and block paved driveway allowing for off road parking
 (Rear) Separate Gardens to both the main property and annex

Legal Documents:

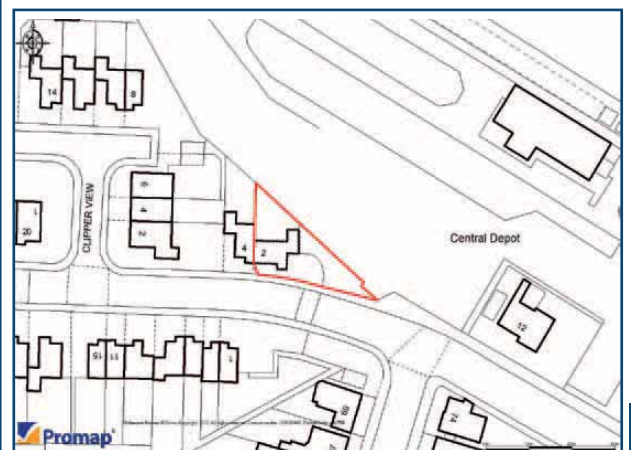
Available at www.cottons.co.uk

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 20

**134 – 136 Cape Hill, Smethwick,
West Midlands B66 4PH**



Two Freehold Vacant Retail Units

Guide Price: £150,000 PLUS

Property Description:

A pair of three storey vacant retail units of traditional brick construction surmounted by pitched tile clad roofs forming part of a shopping parade on the busy Cape Hill close to the junction with Montague Road. Each property comprises a retail unit to the ground floor with first and second floor storage accommodation having the potential for residential conversion (subject to planning consent) and requiring refurbishment and modernisation throughout.

Accommodation:

134 Cape Hill

Ground Floor

Retail Area with Recessed Entrance, Rear Area, Rear Entrance Lobby, Store and access to Cellar: 4.82sq.mtrs (374sq.ft)

First Floor

Three Rooms: 35.72sq.mtrs (384sq.ft)

Second Floor

Room Four

Outside

Brick store, wc and shared yard

136 Cape Hill

Ground Floor

Retail Area, Rear Area, Store, Kitchen and access to Cellar: 49.41sq.mtrs (531sq.ft)

First Floor

Three Rooms and Wash Room: 42.78sq.mtrs (460sq.ft)

Second Floor

Room Four

Outside

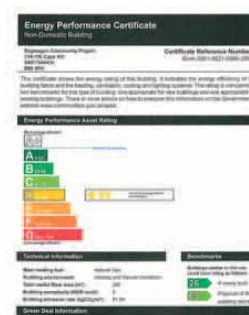
Shared yard and two brick built stores

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £395 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £150 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits Bank/Building Society draft may be paid by the following methods

Debit/Credit Card

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

Personal/Company Cheque

(all cheques are subject to a valid form of identification eg. passport or photo driving licence and must be accompanied by a Bank/Building Society Statement showing proof of funds)

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

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

LOT 21

Freehold Vacant Possession

Guide Price: £42,000 to £48,000

99 Old Fallings Lane, Wolverhampton WV10 8BJ

Property Description:

A detached cottage of rendered brick construction surmounted by a pitched tile clad roof, set within a irregular shaped plot and requiring modernisation and repair throughout. The property has been partly extended to the rear. Old Fallings Lane leads off Cannock Road (A460) and the property is situated within approximately two mile distance to the north of Wolverhampton City Centre.

extension and documented as 'Building Works Started' All bidders are advised to satisfy themselves in respect of this information by contacting the local planning department at Wolverhampton City Council

Accommodation:

Whilst the accommodation has not been inspected internally by the auctioneers, we understand that it benefits from Two Bedrooms

Planning:

Planning records contained on Wolverhampton City Council website show the following information:

Planning consent was granted on 28/07/2007 (Ref: 07/01014) for a single storey extension and conservatory.

Building Control Approval was granted on 19/11/2007 (Ref: DEXFP/2520/07) for Dining Room, Bathroom and Kitchen

Outside:

Gravelled forecourt, parking area with side and rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 22

Freehold Commercial Investment

Guide Price: £45,000 - £55,000

Land at Evelyn Road, Sparkhill, Birmingham, B11 3JJ



Property Description:

The property is located approximately 3 miles south east of Birmingham City Centre and forms part of a commercial and industrial development at the corner of Evelyn Road and Percy Road.

The national motorway network is accessible at junction 6 (Spaghetti Junction) of the M6 motorway approximately 4 miles to the north.

The property comprises an open yard located at the corner of Evelyn Road and Percy Road, secured by a 2 metre steel fence.

The land is used for the display and sale of motor vehicles, and has a site area of approximately 585 sq.m. (0.14 acres).

Tenancies:

The property is occupied by an individual, trading as Evelyn Car Sales, under a licence or tenancy agreement at a rent of £4,000, per annum.

VAT:

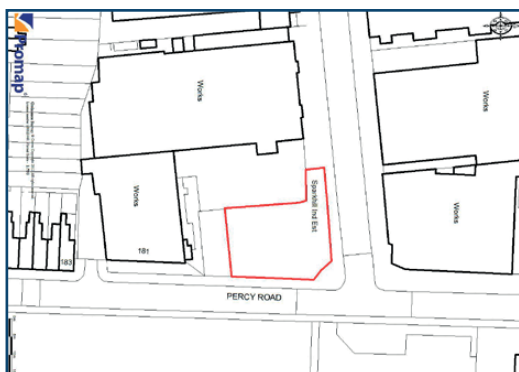
The sale price shall attract VAT

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 23

Freehold Vacant Retail Showroom Premises with Living Accommodation, Maisonette and Flat On Behalf of the Trustees in Bankruptcy

Guide Price: £210,000 to £230,000

130 – 140 Walstead Road, Walsall, West Midlands, WS5 4LY



Property Description:

A substantial detached two storey premises of brick and tile construction having mostly UPVC double glazed windows and gas fired central heating. The property is prominently situated at the junction of Walstead Road and Delves Green Road and comprises a ground floor retail showroom with ancillary living/office accommodation to the rear and first floor. A separate and self contained two bedroom flat is located above the showroom, in addition to a separate and self contained three bedroom maisonette. The property occupies a sizeable plot extending to an area of approximately 0.25 acres (1,020 sq. mtrs) and contains a large tarmac parking area to the front and side having dual gated access, separate garden areas to each residential part and three lock up garages.

Walstead Road leads off Birmingham Road (A34) and the property forms part of a popular residential area located within approximately one and half miles to the south of Walsall Town Centre and approximately two miles from the M6 Motorway (junction 7).

Planning:

The property offers extensive and flexible accommodation and may be suitable for a variety of uses subject to obtaining appropriate planning consent. All interested parties should contact the local planning department at Walsall Council prior to bidding to discuss any proposals which they may have for the property.

Accommodation

Retail/Showroom Accommodation:

Ground Floor:

Retail Showroom: 79.87sq.mtrs (859sq.ft), Lobby, Cloak Room with wc and Covered Yard Area accessing Outside Toilet,

Ancillary Living Accommodation:

Sitting Room, Lounge, Entrance Hall and Kitchen

First Floor:

Stairs and Landing, Three Bedrooms and Bathroom with wc

Maisonette:

Ground Floor:

Reception Hall, Kitchen, Lounge/Dining Room, Study/Store Area with store cupboard and Cloak Room

First Floor:

Stairs and Landing, Three Bedrooms, Bath/Shower Room with wc

Flat Accommodation:

Ground Floor:

Rear Entrance Hall with Cloak Cupboard

First Floor:

Stairs and Landing, Lounge, Kitchen with a range of modern fitted units, Two Double Bedrooms, Bath/Shower Room with wc

Outside:

(Front): Secure gated access to a large tarmac forecourt extending to the side and providing ample car parking

(Rear): Vehicular gated access off Delves Green Lane to a tarmac yard leading to three brick built lock up garages and three separate garden areas for each residential property.

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.



Energy Performance Certificate
Non-Domestic Building

136 - 138 Watstead Road
WALSLEY
WS5 3LY

Certificate Reference Number:
0991-2353-3530-1200-3203

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website www.communities.gov.uk/energy.

Energy Performance Asset Rating

Energy Performance Asset Rating	Score
A	92-100
B	81-91
C	69-80
D	55-68
E	45-54
F	35-44
G	1-34

456

Technical Information

Technical Information	Value
Main heating fuel:	Natural Gas
Building environment:	Heating and Natural Ventilation
Total useful floor area (m²):	231
Building compliance (2006 level):	0
Building emission rate (kgCO ₂ e/m²):	50.75

Green Deal Information

This Green Deal will be available from later this year. To find out more about how the Green Deal can make your property cheaper to run, please call 0800 123 1234.

Benchmarks

Benchmarks	Value
Buildings within the same local authority as this building	29
If newly built	37



LOT 24

Leasehold Industrial Investment

Guide Price: £315,000 - £345,000

Haden Works, Haden Street, Birmingham, B12 9BH



Property Description:

The property is located approximately 2 miles south of Birmingham City Centre in a predominately commercial and industrial area.

The property is located within a few hundred metres of Belgrave Middleway (A41), which forms part of Birmingham's middle Ring Road system, providing radial access around the city. The national motorway network is accessible at junction 6 (Spaghetti Junction) of the M6 motorway, approximately 3 miles to the north.

The property occupies a prominent corner site, bounded by Haden Street, Arter Street and Upper Balsall Heath Road.

The property comprises industrial buildings, probably constructed during the 1960s, that have been converted to form 5 separate workshop/warehouse buildings and an open storage yard.

The buildings appear of reinforced concrete portal frame construction, with a variety of wall and roof cladding materials.

We are informed by the vendor, the entire site is currently let and income producing.

Accommodation:

(all dimensions and areas quoted are approximate)

Unit 1,	282.4 sq.m (3,040 sq.ft)
Unit 2,	163.0 sq.m (1,755 sq.ft)
Unit 3,	226.2 sq.m (2,435 sq.ft)
Unit 4,	149.8 sq.m (1,612 sq.ft)
Unit 5,	147.1 sq.m (1,583 sq.ft)
Yard	217.4 sq.m (2,340 sq.ft)
Total Gross Internal Area	968.5 sq.m (10,425 sq.ft)

Tenure:

The entire site is held leasehold for a term of 99 years from 25th March 1997, at a current annual ground rent of £8,225.

Tenancies:

We are informed by the vendors, that each separate unit is currently let and provide a schedule of rental income as follows:-

Unit 1,	£13,000 per annum
Unit 2,	£10,000 per annum
Unit 3,	£10,000 per annum
Unit 4,	£8,400 per annum (escalating to £9,000 per annum)
Unit 5,	£8,400 per annum
Yard	£5,000 per annum

Please see the legal pack for more comprehensive details and verification of these tenancies.

Thus, the vendor informs us the entire investment currently produces a gross rental income of £54,800 per annum.

VAT

We are informed by the vendor that the VAT exemption in respect of this property has not been waived. Accordingly, the sale proceeds should not attract VAT.

Legal Documents:

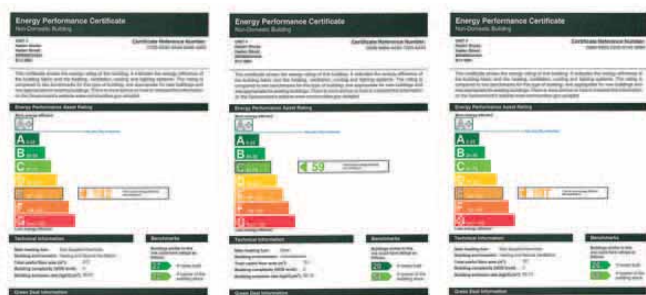
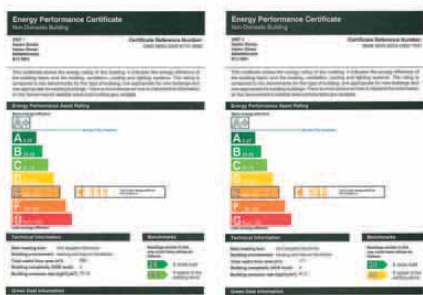
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**This plan is for Identification purposes only.
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LOT 25 Freehold Land with Potential

Guide Price: £140,000 - £160,000

Land at 25/29 Washwood Heath Road and 31/33 Washwood Heath Road and 1 Havelock Road, Birmingham, B8 1RS



Property Description:

The property is located approximately 2.5 miles east of Birmingham City Centre in a mixed commercial and residential location in the suburb of Saltley.

The national motorway network is accessible at junction 6 (Spaghetti Junction) of the M6 motorway, approximately 2 miles to the north.

The property comprises a plot of land occupying a prominent corner location at the junction of Washwood Heath Road and Havelock Road.

The property has a site area of approximately 1,290 sq.m (0.32 acres).

Tenancies

Part of the site is subject to a license agreement to Primesight Ltd, producing an income of £1,000, per annum.

Development Potential:

The property appears to have potential for a variety of uses, including Residential, Commercial, Industrial, Institutional or Community type uses, subject to statutory consents.

VAT:

The vendor informs us the property is not elected for VAT.

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 26 Freehold Vacant Possession

Guide Price: £65,000 to £70,000

234 Nineveh Road, Handsworth, Birmingham B21 0TB



Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a walled foregarden and benefiting from three bedrooms but requiring modernisation and improvement throughout. The property is situated to the southern section of Nineveh Road which leads directly off Boulton Road (A4040) and the property is conveniently within approximately one third of a mile distance from Soho road (A41) which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Walled foregarden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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ADVICE AT THE AUCTION BETWEEN 11.30am and 1.30pm

LOT 27**Freehold Vacant Possession**

Guide Price: £88,000 - £92,000

115 Selsey Road, Edgbaston, Birmingham B17 8JP**Property Description:**

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Selsey Road is located off both Ridgeway and Portland road.

Accommodation:**Ground Floor:**

Entrance Porch, Entrance Hallway, Through Lounge, Kitchen, Inner Lobby and wc

First Floor:

Two Bedrooms and Bathroom having panelled bath, wash basin and wc, stairs to

Second Floor:

Loft Room

Outside:

(Front) Walled foregarden
(Rear) Garden

**Legal Documents:**

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 28**Freehold Vacant Possession**

Guide Price: £70,000 - £75,000

109 Yarnfield Road, Tyseley, Birmingham B11 3PJ**Property Description:**

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Yarnfield Road is located off Mayfield Road which in turn can be found off Fox Hollies Road (A4040)

Accommodation:**Ground Floor:**

Lounge, Dining Room and Veranda (currently used as kitchen).

First Floor:

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

Outside:

(Front) Paved Foregarden
(Rear) Lawned Garden

**Legal Documents:**

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 29**Freehold Vacant Possession**

Guide Price: £118,000 - £126,000

2 Station Road, Acocks Green, Birmingham, B27 6DN**Property Description:**

An end-terraced property of brick construction surmounted by a tiled roof set back from the road behind a gravelled foregarden. The property benefits from having majority UPVC double glazing and gas fired central heating with modern kitchen and bathroom fittings. The property further benefits from having a gated driveway to the side allowing for off road parking giving access to one open plan lock-up garage unit with three roller shutter doors which we believe from the vendor has previously been used for vehicle repair and valeting. Station Road is located between Sherbourne Road and Warwick Road (A41) and the property itself is within walking distance to Warwick Road.

Accommodation:**Ground Floor:**

Lounge, Dining Room, Kitchen, Side Veranda housing utility cupboard and wc

First Floor:

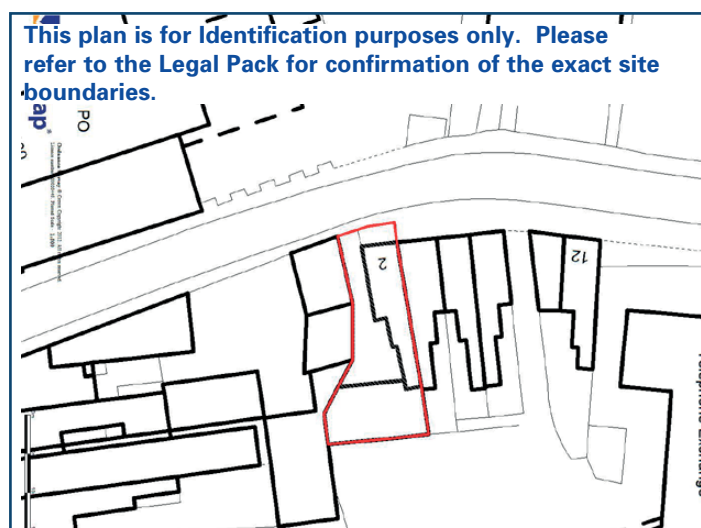
Two Bedrooms and Bathroom having panelled bath, shower cubicle, wash basin and wc stairs to

Second Floor:

Bedroom Three

Outside:

(Front) Gravelled foregarden



(Side) Driveway allowing for off road parking and access to three lock-up garages

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons
0121 247 2233



LOT 30

Freehold Industrial/Warehouse Property - Part Income Producing/Part Vacant Possession

Guide Price: £170,000 - £190,000

Units A, B & C, Sparkhill Trading Estate, Evelyn Road, Sparkhill, Birmingham, B11 3JJ



Property Description:

The property is located approximately 3 miles south east of Birmingham City Centre and forms part of a commercial and industrial development at the corner of Evelyn Road and Percy Road.

The national motorway network is accessible at junction 6 (Spaghetti Junction) of the M6 motorway approximately 4 miles to the north.

The property comprises a purpose-built two storey industrial or warehouse building, terraced into a sloping site. The lower ground floor units are approached via Percy Road, whereas the upper ground floor unit is approached via a shared yard leading off Evelyn Road.

The building is of steel frame and brickwork construction with a variety of wall cladding materials, including PVC coated profile metal sheeting, corrugated asbestos cement sheeting and brickwork. The building has a light steel trussed north-light type roof, lined internally and incorporating Georgian wired glass roof lights.

The ground floor is arranged to provide 2 warehouse or trade counter type units, previously in single occupation and serviced via yards at each side of the building, approached via Percy Road.

Unit A, comprises the raised ground floor unit, approached via Evelyn Road.

This building is arranged to provide a loading bay, trade counter and warehouse, occupied by a company that supplies paint to the motor trade. The warehouse is constructed in 3 bays.

Accommodation:

(all dimensions and areas quoted are approximate)

Unit A 580.2 sq.m (6,245 sq.ft)

Unit B 206.2 sq.m (2,220 sq.ft)

Unit C 263.1 sq.m (2,833 sq.ft)

Total Gross Internal Area 1,049.5 sq.m (11,298 sq.ft)

Tenancies:

We are informed by the vendors that Unit A, is occupied by Garage Engineering Supplies Ltd by way of a 24 year lease from 24th June 1989 at a current rent of £25,500, per annum, exclusive, plus VAT.

Units B & C are offered with vacant possession

VAT:

The sale price shall attract VAT

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 31
Freehold Vacant Possession

Guide Price: £130,000 to £145,000

Agricultural Land (18.5 acres), Square Lane, Corley, Coventry CV7

Description:

An opportunity to purchase a block of valuable freehold pasture land extending to a total site area of approximately 18.5 acres (7.49 hectares) and comprising of three separate fields predominantly bordered by mature hedgerow. The land has frontage to both Square Lane and Breach Oak Lane and is accessed from Square Lane by a way of a private gated entrance. The property forms part of a popular and highly regarded rural area and Square Lane leads off Tamworth Road approximately one mile distance to the south east of the popular village of Fillongley.

Single Farm Payment (Rural Payments Agency)

The land is registered to receive entitlements and the vendor will transfer these entitlements upon completion.

Boundary Fencing

The buyer will be responsible to provide a stock fence to the north eastern site boundary abutting land retained by the vendor. Details relating to fence type and timescale etc are available in the legal pack.

Legal Documents:

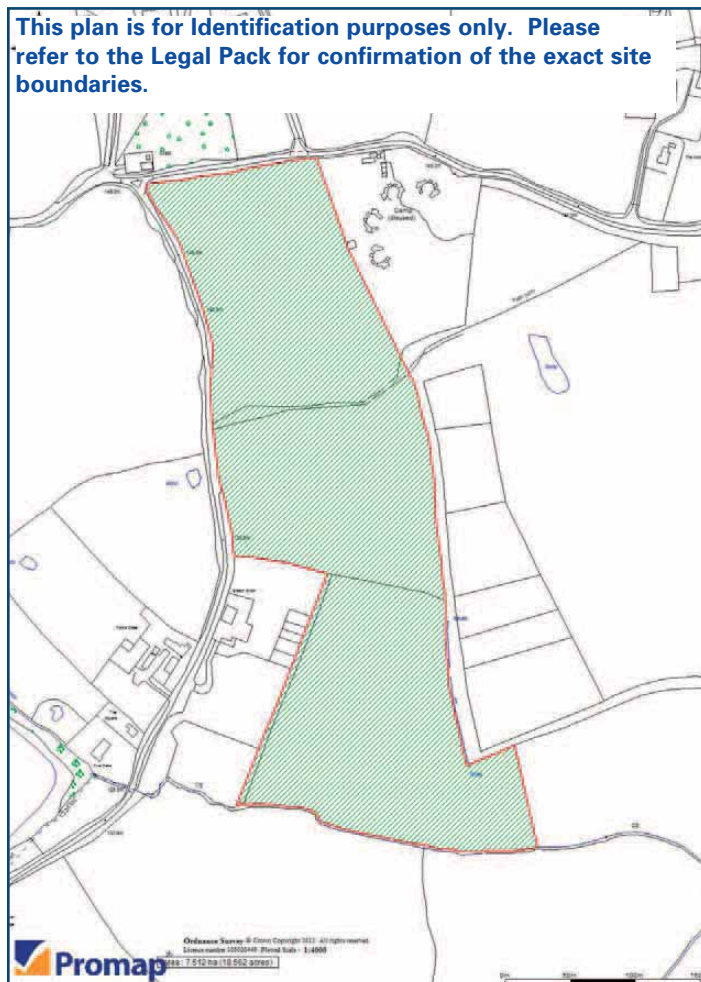
Available at www.cottons.co.uk

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 Land

Guide Price: £95,000 to £105,000 plus VAT

Former Little Chef/Land at Manor Way, Halesowen, West Midlands, B62 8RJ

Description:

A parcel of Freehold land with a substantial frontage to Manor Way and being prominently located adjacent to a BP Petrol Station and directly opposite an Audi dealership. The site itself extends to approximately 0.53 Acres (0.21 Ha) and has a frontage of approximately 50 metres on Manor Way.

The site is virtually opposite the junction of Manor Way and Manor Lane, approximately three quarters of a mile distance from both the M5 motorway (junction 3) and from Halesowen Town Centre.

Planning

The site, was formerly occupied by a Little Chef restaurant and associated car parking which was demolished several years ago. We are advised by Dudley MBC planning department that the site is located in the Green Belt. All prospective purchasers are advised to contact the Local Authority for further information in this regard and to discuss any proposals which they may have for the site.

Services

Mains services are understood to be available within the vicinity of the property but interested parties should independently satisfy themselves as to the availability and suitability of any mains services for their particular requirements.

Note: VAT will be payable in addition to the purchase price

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 33

Freehold Investment

Guide Price: £60,000 - £65,000

122 Willes Road, Winson Green, Birmingham B18 4PX

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from UPVC double glazed windows, gas fired central heating. Willes Road is located off Winson Green Road (A4040) and Bacchus road. The property is currently let on an assured shorthold tenancy agreement producing a rental of £350 per calendar month (£4,200 per annum).

Accommodation:

Ground Floor:

Entrance Hallway, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

Two double Bedrooms and a Shower Room having shower cubicle, WC and pedestal wash hand basin.

Outside:

(Front) - Small walled foregarden
(Rear) - Paved yard



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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LOT 34
Freehold Vacant Industrial Premises

Guide Price: £130,000 to £140,000

10 Wellington Road, Dudley, West Midlands DY1 1RB

Property Description:

A substantial industrial unit of predominantly brick construction surmounted by steel framed multi pitched roof and prominently located at the junction of Wellington Road and Waterloo Street. The property is located in a mixed area containing a wide range of industrial, retail and residential properties and is situated within approximately half a mile distance to the south west of Dudley Town Centre.

Accommodation:
Ground Floor:

Factory Premises with roller shutter loading access to front and side elevations and including a Staff Room and Ladies and Gents Toilets.

First Floor:

Entrance Hall and Stair Access to Two Separate Offices/Stores

Outside:

Tarmacadam forecourt having loading access, side loading access off Waterloo Street and an open yard area to the rear.

Gross Internal Area:

Ground Floor: 1,059sq.mtrs (11,400sq.ft)

First Floor: 39.93sq.mtrs (430sq.ft)

Total: 1,098.93sq.mtrs (11,829sq.ft) approximately

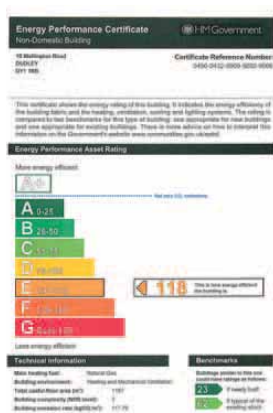
Site Area: 0.38 acres (0.15 hectares) approximately

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.

White Rose
 George Nott House
 119 Holloway Head, Birmingham B1 1QP
0121 633 4433
www.WhiteRoseProperty.co.uk

LOT 35

Freehold Industrial/Warehouse Property with Vacant Possession

Guide Price: £230,000 - £255,000

100 Manor Farm Road, Tyseley, Birmingham, B11 2HX



Property Description:

The property is located approximately 4 miles south east of Birmingham City Centre in an established industrial area.

The Small Heath Highway (A45) and Birmingham Middle Ring Road (A4540) are both within 2 miles of the property and provide good access to the City Centre and regional road network.

The national motorway network is accessible at junction 6 (Spaghetti Junction) of the M6 motorway, approximately 6 miles to the north. The National Exhibition Centre, Birmingham Airport and Birmingham International Railway Station lie approximately 6 miles to the east.

The property comprises workshop or warehouse premises of brickwork construction, with north-light type roofs, built-in 3 interconnecting bays (two open plan), together with a higher eaves loading bay of relatively recent construction. The property also includes a modern, two storey office building, providing high quality reception and office facilities.

Accommodation:

(all dimensions and areas quoted are approximate)

Workshops/3 bay	826.9 sq.m (8,901 sq.ft)
eaves height 2.74 m (9 ft)	
Mezzanine (2 areas)	140.8 sq.m (1,516 sq.ft)
Loading Bay with 2 roller shutters entrances	136.9 sq.m (1,473 sq.ft)
eaves height 6.8m (22'3")	

Total Gross Internal Area of Workshops, Mezzanines and Loading Bay 1,104.6 sq.m (11,890 sq.ft)

Offices

A two storey purpose-built office building, providing various reception and office areas

Gross Internal Area of Ground Floor	139.5 sq.m (1,502 sq.ft)
Gross Internal Area of First Floor	111.2 sq.m (1,197 sq.ft)

Total Gross Internal Area of Office Building 250.7 sq.m (2,699 sq.ft)

Total Gross Internal Area of Entire Building 1355.4 sq.m (14,589 sq.ft)

VAT:

The vendor informs us the property is not elected for VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



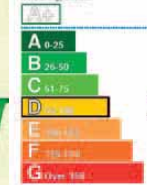
Energy Performance Certificate
Non-Domestic Building
Wessex Contract Ltd
100 Manor Farm Road
Tyseley, Birmingham
B11 2HX

Certificate Reference Number:
1005-1010-1011-1012-1013

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website www.cottons.co.uk/guide

Energy Performance Asset Rating

Most energy efficient



Least energy efficient

Technical Information

Main heating type: Gas

Heating system: Gas

Heating controls: Gas

Heating system: Gas

Heating system: Gas

Heating system: Gas

Benchmarks

Building's energy use compared to new buildings

2.4

2.4

2.4

2.4

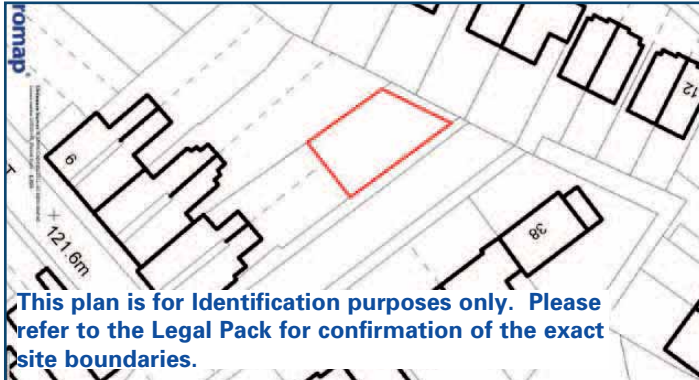
2.4



LOT 36

Freehold Building Plot
Guide Price: £18,000 - £24,000

**Land To The Rear of 1 Raglan Street,
Brierley Hill, West Midlands, DY5 3YG**



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

Description:

A parcel of Freehold Land roughly rectangular in shape extending to approximately 126.17 m.sq (0.031 acres) and situated to the rear of 1 Raglan Street, and fronting Campbell Street. Campbell Street can be located off Cressett Lane which in turn is found off High Street (B4180). The land benefits from planning permission granted in full for one detached dwelling.

Planning:

Planning consent was granted by Dudley Metropolitan Borough Council dated 13 December 2011 (Ref: P11/I335) for the erection of 1 No. Dwelling.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 38

Leasehold Vacant Possession
Guide Price: £105,000 - £115,000

**1 Melville Hall, Holly Road, Edgbaston,
Birmingham, B16 9NJ**

Property Description:

A ground floor flat located in a purpose built block of brick construction set back from the road behind communal gardens and parking. The property benefits from having UPVC double glazing and gas fired central heating. Melville Hall is situated on Holly Road which is located between Melville Road and Hagley Road (A456)

Accommodation:

Ground Floor:

Communal Entrance Hallway and Stairs, Entrance Hallway, Lounge, Dining Room, Kitchen, Two Bedrooms, Bathroom having panelled bath and wash basin, Separate wc

Outside:

Communal Gardens and Parking

Leasehold Information:

Term: 99 years from 29th September 1964
Rent: £75.00 rising to £110.00
Service Charge: Refer to Legal Pack



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 37

**A Portfolio of Freehold Ground
Rent Investments**
Guide Price : £00,0000

**Freehold Ground Rents
13, 14, 15 & 16
Bryn Morgrug, Pontardawe,
West Glamorgan SA8 3DG**

Description:

A portfolio of freehold ground rents secured upon a range of modern semi detached houses situated in the town of Pontardawe.

The properties are each subject to a long lease for a term of 99 years from 25th March 1973 with each lessee paying a ground rent of £25 per annum.

Total Ground Rent Income: £100 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 39

Freehold Vacant Possession
Guide Price: £98,000 - £106,000

**77 Long Lane, Great Wyrley,
West Midlands, WS6 6AT**



Property Description:

A semi detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and tarmac covered driveway allowing for off road parking and access to garage. The property benefits from having double glazing and part gas fired central heating. The property does require some modernisation and repair. Long Lane is located off Walsall Road (A34)

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Store Room and wc

First Floor:

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

Outside:

(Front) Walled foregarden and driveway allowing for off road parking and access to garage.

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons 0121 247 2233

LOT 40

Freehold Part Let Industrial Premises
By Instruction of the Joint LPA Receivers
 Guide Price: £180,000 to £200,000

**Dale House, Bredon Road, Tewkesbury,
 Gloucestershire, GL20 5BX**



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

Property Description:

A two storey commercial premises of brick/block construction with profile side cladding surmounted by a pitched roof. The office accommodation on the first floor has been recently refurbished and benefits from double glazing and gas fired central heating.

The premises front Bredon Road and are located half a mile from Tewkesbury Town Centre. The property is situated 8.5 miles from Junction 9 of the M5 motorway and accessed via the A38 and M50.

Lease Information:

The ground floor offices are currently let on a term of 5 years from the 12th April 2012 at a rent of £12,000 pa. The ground floor warehouse and first floor offices are vacant.

Planning:

The property benefits from B8 planning use. The property falls within an area administered by Tewkesbury Borough Council.

Accommodation Ground Floor

Offices, Warehouse with Roller Shutter Door, Store Room, Kitchen and Toilets

First Floor

Stairs, Offices, Kitchen, Store Room, Toilets and Mezzanine Floor

Outside

Off road parking/loading facility

Gross Internal Area:

Ground Floor: 640.65sq.mtrs (6,896 sq.ft)
 First Floor: 205.96sq.mtrs (2,217 sq.ft)
 Total: 846.61sq. mtrs (9,113 sq. ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 41

Freehold Vacant Possession
 Guide Price: £129,000 - £139,000

187 Metchley Lane, Harborne, Birmingham, B17 0NH



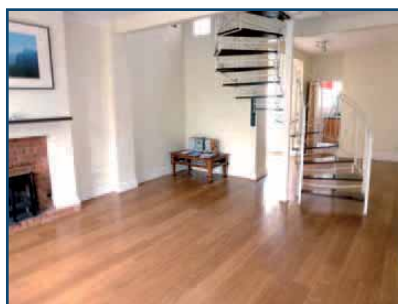
Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation over three storeys of which includes UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings. The property is offered for sale in a presentable condition. Metchley Lane is located between Woodleigh Avenue and Harborne Park Road. We have been advised by the Vendor that the owner is entitled to two resident parking permits at a total cost of £45.00 per annum.

Accommodation:

Ground Floor:

Through Lounge, Kitchen and Bathroom having panelled bath with electric shower over, wash basin and wc



First Floor:

Two Bedrooms

Second Floor:

Bedroom Three

Outside:

(Front) Walled Foregarden
 (Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 42**Freehold Industrial Premises and Yard with Vacant Possession**

Guide Price: £320,000 - £340,000

Plot 4, The Sawmills, Eardisley, Herefordshire, HR3 6NR**Property Description:**

Eardisley Sawmills is approached via the A441, Hereford to Kington Road, leading off the main A438 Hereford to Brecon Road.

The site is well located being approximately 15 miles from Hereford, 15 miles from Leominster and 25 miles from Brecon.

The Sawmills site comprises a range of industrial buildings and open storage sites.

Plot 4 specifically comprises a terrace of 4 steel portal frame industrial units with front and rear roller shutter door access, and an extensive concrete yard at the rear.

The site area comprises approximately 3.15 acres (1.275 hectares) and we estimate that approximately 40% of the site is currently developed.

Accommodation:**(all dimensions and areas are approximate)**

Gross Internal Area 4,032 sq.m (43,402 sq.ft)

VAT:

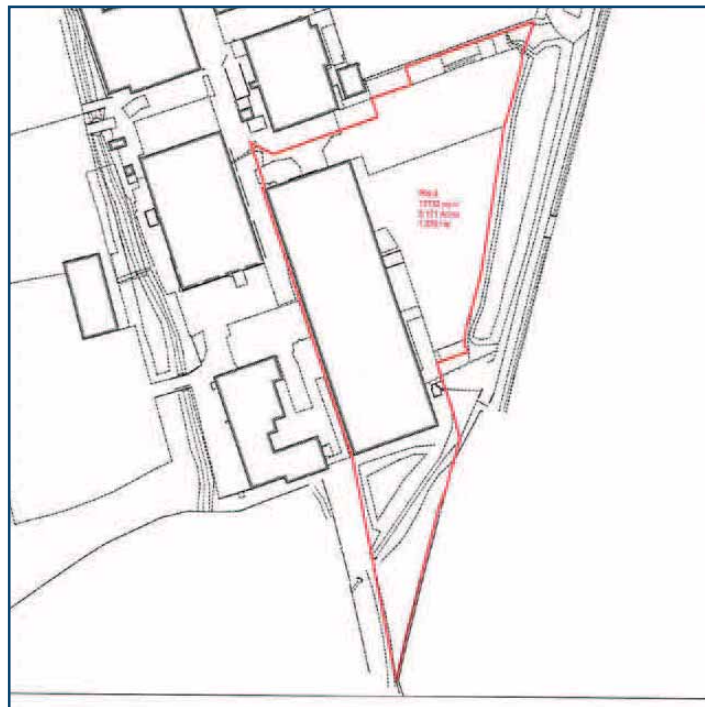
The vendors inform us the property is not elected for VAT.

Legal Documents:

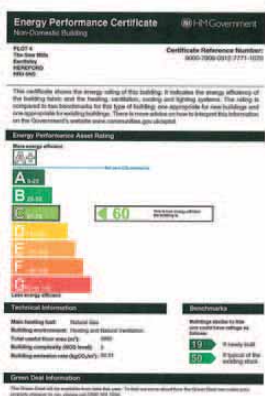
Available at www.cottons.co.uk

Viewings:

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



LOT 43

Freehold Office Building, Part Income Producing with Development Potential

Guide Price: £230,000 - £250,000

The Maltings and the Maltings Court, 2 Anderson Road, Smethwick, West Midlands, B66 4AR



Property Description:

The property is located approximately 2.5 miles west of Birmingham City Centre in Bearwood, Smethwick, close to its border with Edgbaston.

The property is located approximately 2 miles west of Ladywood Middleway (A41), which forms part of Birmingham's Ring Road system, providing access around the city. The national motorway network is accessible via junction 6 (Spaghetti Junction) of the M6 motorway, approximately 4 miles to the north east.

The property occupies a prominent corner location at the intersection of Anderson Road with Hagley Road and Barnsley Road.

It is believed the property was originally developed for industrial purposes, but has been converted to form 5 well-appointed self-contained office suites.

The buildings are of traditional brickwork construction, with predominately pitched slate roofs.

The buildings are mainly two storey, although there is a basement office suite, approached via the rear, with natural light penetrating from high level windows to the front and rear elevations.

The office suites are mainly cellular in nature, providing a range of reception, administration and meeting areas. Each suite is self-contained, with its own separate access and facilities.

There is a car park at the rear of the building, with space for approximately 3 or 4 cars. On road car parking is available in Anderson Road.

One of the office suites is currently let, with the remainder of the building being offered with vacant possession.

Accommodation:

(all dimensions and areas quoted are approximate)

Unit 1, The Maltings (ground floor and first floor)	142.6 sq.m (1,535 sq.ft)
Unit 2, The Maltings (ground floor)	76.0 sq.m (818 sq.ft)
Unit 1, Maltings Court (first floor)	107.3 sq.m (1,155 sq.ft)

Unit 2 Maltings Court (ground floor)

90.4 sq.m (973 sq.ft)

Unit 3 Maltings Court (basement)

161.6 sq.m (1,740 sq.ft)

Total net Internal Area

577.9 sq.m (6,221 sq.ft)

Outside:

Car parking 3 or 4 spaces

Tenancies:

We are informed by the vendor, that Unit 1, The Maltings Court is currently let at a rent of £10,000, per annum.

The remainder of the building is offered with vacant possession.

Development Potential:

It is considered the property is suitable for redevelopment, and would for example lend itself to reconfiguration to form a series of flats, subject to statutory consents.

VAT:

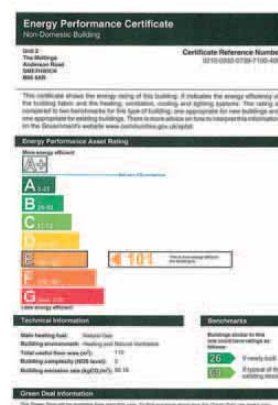
We are informed by the vendor the VAT exemption in respect of this property has not been waived. Accordingly, the sale proceeds should not attract VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 44
Freehold Residential Investment Opportunity

Guide Price: £180,000 to £200,000

30 Elmdon Road, Acocks Green, Birmingham B27 6LH

Property Description:

A substantial traditional built three storey semi detached residence of brick construction with a tile clad roof, currently laid out as two self-contained flats and four bed-sitting rooms each with shared kitchen and bathroom facilities. The property is set back from the road behind a lawned fore-garden and benefits from a driveway and garage area to the side, which may allow scope for future extension/redevelopment (subject to obtaining the appropriate planning consent from the local authority). The property benefits from a shared gas fired central heating system, mostly Upvc double glazed windows, along with a fitted mains fire detection system, emergency lighting and fire doors.

Rental Income:

The property is currently fully let on Assured Shorthold Tenancy Agreements as follows:

Rooms 1,2 ,4 & 5: let at a rental of £280 pcm each
 Flat 3: let at a rental of £400 pcm
 Flat 6: let at a rental of £480 pcm

Total Rental Income: £2,000 pcm (£24,000 per annum).

Accommodation:
Ground Floor:

Entrance Hall, Reception Hall with boiler room, Room 1, Room 2, Flat 3 – Bed-sitting Room, Kitchen and bathroom with bath, wash basin & WC.

First Floor:

Stairs and Landing, Cloakroom with wc,
 Room 4, Room 5, Shared Bathroom with panelled bath, pedestal wash basin & WC, Shared Breakfast/Kitchen with a range of fitted units and built-in oven and hob.

Second Floor: Stairs to

Flat 6
 Lounge, Double Bedroom, Bathroom with panelled bath, pedestal wash basin & WC, Separate Kitchen with a range of units and built-in cooker.

Outside:

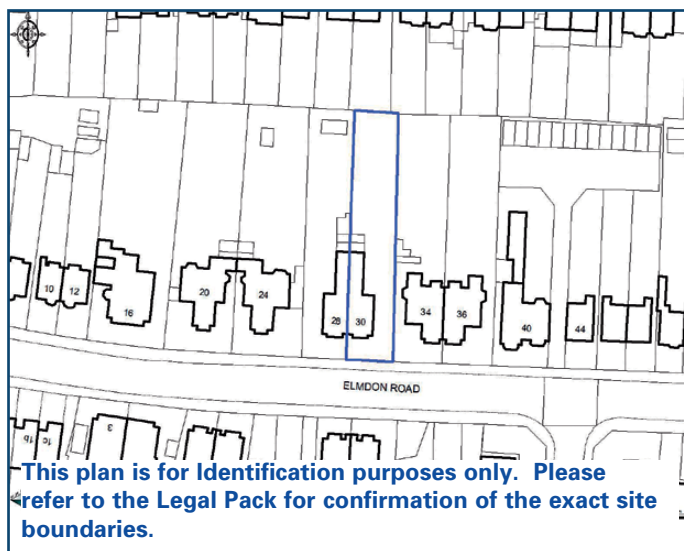
Outside (front) – Lawned fore-garden and driveway providing off-road parking.
 Outside (side and rear) - Dilapidated Garage and large garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 45

Freehold Vacant Possession

Guide Price: £65,000 - £69,000

**1 Cygnet Lane, Pensnett, Brierley Hill,
West Midlands, DY5 4DL**



Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway giving access to garage and off road parking. The property benefits from having double glazing and gas fired central heating. Cygnet Lane is located off Swan Street which in turn is found off High Street (A4101)

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room and Kitchen

First Floor:

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

Outside:

(Front) Driveway and Lawned Garden giving access to garage

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

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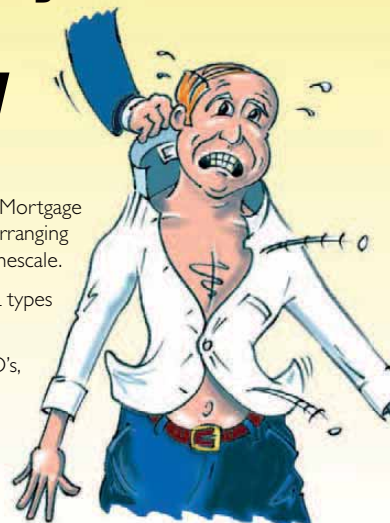
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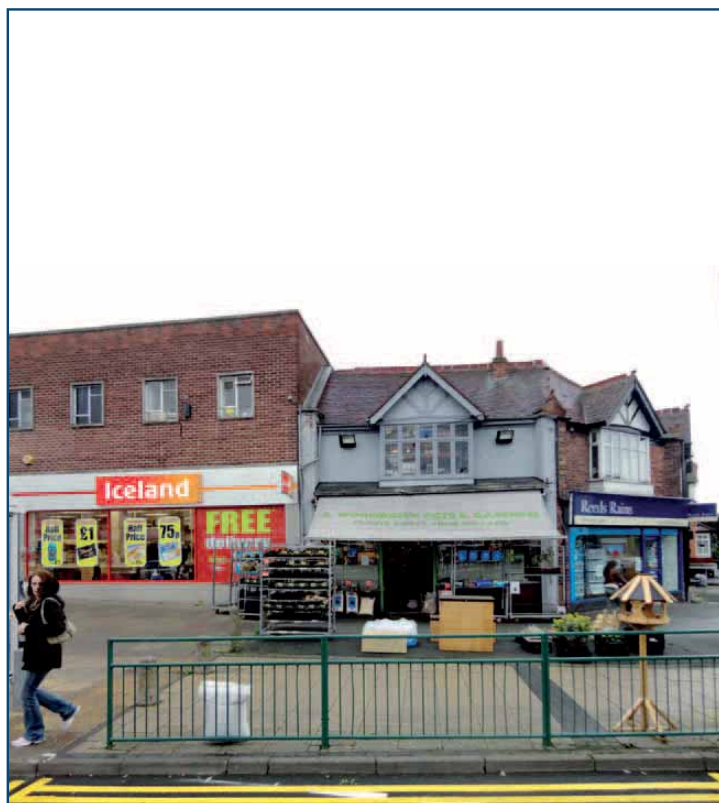
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LOT 46

Freehold Shop with Vacant Possession

Guide Price: £80,000 - £90,000

126 Church Road, Yardley, Birmingham, B25 8UT



Property Description:

The property is located in the retail centre of Yardley, approximately 5 miles east of Birmingham City Centre and within 0.5 mile of Coventry Road (A45).

The national motorway network is accessible at junction 6 (Spaghetti Junction) of the M6 motorway located approximately 6 miles to the north west.

The property forms part of a vibrant retail centre, where adjacent or nearby traders include Iceland, Reeds & Rains (estate agents) Greggs and Weatherspoons.

The property comprises a two storey middle of terrace shop of brickwork construction with a pitched slate roof. There are a series of single storey additions to the rear of the main building.

The property provides retail and ancillary accommodation at ground floor level with storage above.

Accommodation:

(all dimensions and areas quoted are approximate)

Ground Floor Retail Area:
29.2 sq.m (314 sq.ft)

Office/Store 4.8 m (51 sq.ft)

Toilet with WC and wash basin
Store 13.2 sq.m (142 sq.ft)

First Floor:

Store 25.8 sq.m (278 sq.ft)

Outside:

Rear Yard

VAT:

The vendor believes the VAT exemption in respect of this property has not been waived. Accordingly, the sale proceeds should not attract VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 47

Freehold Vacant Possession
Guide Price: £160,000 to £180,000

896 – 898 Bristol Road South, Northfield, Birmingham B31 2NS



CHARTERED SURVEYORS • VALUERS and ESTATE AGENTS

14 HAGLEY ROAD, STOURBRIDGE,
WEST MIDLANDS DY8 1PS
TEL: 01384 440466
FAX: 01384 440282
Email: andrewtaplin@lineone.net

Property Description:

A two storey double fronted mid terraced retail/office premises directly fronting Bristol Road South and forming part of the busy Northfield Shopping Centre containing a wide range of local and multiple retail services and amenities. The property was previously used as a Solicitors offices and offers flexible and extensive accommodation benefiting from gas fired central heating.

Accommodation:

Ground Floor:

Large Open Plan Office with roller shutter protection containing Reception Area, Six Separate Offices, Store and Boiler Room

First Floor:

Stairs and Landing, Five Separate Offices, Kitchen, Staff Room, Storage Area, Store Room, Children's Play Room, Lobby and Ladies and Gents Toilets with wc and wash basin

Net Internal Area:

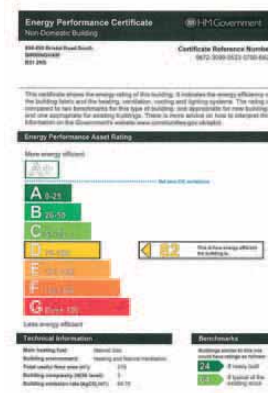
Ground Floor: 137.2sq.mtrs (1,477sq.ft)
First Floor: 100.8sq.mtrs (1,085sq.ft)
Total: 238sq.mtrs (2,562sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

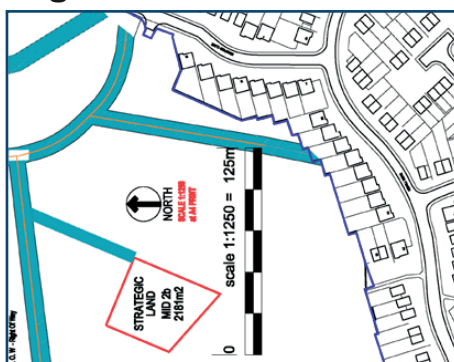
Via Cottons – 0121 247 2233



LOT 48

Freehold Land
Guide Price: £3,000 - PLUS

Land to the South of Bury Hill Park, Rowley Regis – Ref MID 2b



Description:

The land comprises a sloping irregular shaped unfenced site of about 0.54 acres (2,181sq. mtrs.) lying North to the rear of 28-42 Midhill Drive. The land is part of a large area of public open space which is bounded by housing to the South.

Site boundaries have been surveyed and the plot boundaries can be set out for a charge using GPS survey equipment.

Planning:

The site is presently designated as open space in the Sandwell UDP.

Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council.

Location:

The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is to the South of Bury Hill Park, approached across open land from Portway Hill, Kennford Close or St Brades Close.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

The site is open for viewings

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LOT 49 Freehold Residential Investment

Guide Price: £68,000 - £72,000

**43 Brean Avenue, Solihull,
Birmingham B261JS**



Property Description:

A semi-detached bungalow of brick construction surmounted by a tiled roof set back from the road behind a gravel and paved foregarden. The property benefits from having UPVC double glazing. Brean Avenue is located off Gilbertstone Avenue which in turn can be found off the New Coventry Road (A45). The property is let on a Regulated Tenancy at a registered rent of £82.00 per week (£4,264 per annum) effective from the 7th of March 2006.

Accommodation:

Ground Floor:

Entrance Hallway, Living Room, Kitchen, Veranda, Three Bedrooms and Bathroom having panelled bath, wash basin and wc

Outside:

(Front) Paved and gravelled foregarden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Cottons

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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 50

**248 Heath Street, Winson Green,
Birmingham B18 4DF**



Leasehold Vacant Possession

Guide Price: £35,000 to £40,000

Property Description:

A purpose built ground floor maisonette offering well laid out accommodation in a presentable and much improved condition and benefiting from UPVC double glazed windows, part electric heating, modern kitchen and bathroom fittings and off road car parking. Heath Street leads directly off Winson Green Road and the property is located within approximately half a mile distance from City Hospital and approximately one and half miles distance from Birmingham City Centre.

Accommodation:

Ground Floor:

Lounge, Kitchen with extensive range of modern fitted units, built-in oven, hob and cooker hood, Inner Hall

with store cupboard, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc, Double Bedroom

Outside:

(Front) Foregarden providing off road parking

Leasehold Information:

Lease Term: 99 years (less 3 days) from 12 April 1979
Ground Rent: Currently £80 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 51

Freehold Commercial building with Potential Guide Price: £60,000 - £65,000

124a King William Street, Stourbridge, West Midlands, DY8 4ES

Property Description:

The property is located within the Stourbridge suburb of Amblecote in a mixed residential and commercial area. The property is located close to Brettell Lane and Collis Street and lies between Kingswinford, Brierley Hill and Stourbridge.

The property comprises a former Church, which was last occupied for office and light assembly purposes.

Arched double doors at the front of the building lead to an entrance lobby with ladies and gents toilets, and partitioned offices together with main offices/storage area. At the rear, there is a kitchen and separate store.

There is a forecourt in front of the building, providing parking for approximately 2 cars.

Accommodation:

(all dimensions and areas are approximate)

Gross Internal Area 158 sq.m (1,707 sq.ft)

VAT:

The sale price shall attract VAT

Legal Documents:

Available at www.cottons.co.uk

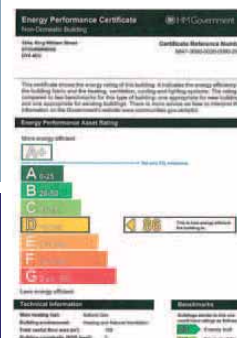
Viewings:

Via Cottons 0121 247 2233



LEE, SHAW

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LOT 52

Freehold Vacant Possession Guide Price: £80,000 - £85,000

1 Rose Cottage, The Fordrough, Northfield, Birmingham, B31 3LY

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a front foregarden and side forecourt which may have the potential for either off road parking or a side extension (subject to obtaining the correct planning permission). The property benefits from having double glazing, gas fired central heating and is offered for sale in a presentable condition. The property is located on The Fordrough which can be found off West Heath Road.

Kitchen, Bathroom having WC, panel bath with shower over and pedestal wash basin.

First Floor:

Two Bedrooms

Outside:

(Front) Front foregarden and side forecourt
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Accommodation:

Ground Floor:

Entrance Porch, Living Room, Inner Hallway, Study Room/Breakfast Room,



LOT 53

Freehold Vacant Possession Guide Price: £45,000 - £50,000

41 Moor Street, Wednesbury, West Midlands WS10 0QU



Property Description:

A semi-detached house of part rendered brick construction surmounted by a hipped interlocking tile clad roof, set back from the road behind a lawned foregarden. The property benefits from UPVC double glazed windows and gas fired central heating but requires modernisation and cosmetic improvement throughout. Moor Street forms part of an established residential area and is situated approximately half a mile distance to the east of Wednesbury Town Centre and within approximately one mile distance to the south of the M6 Motorway (junction 9)

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Full Width Breakfast Kitchen with Pantry, Rear Entrance Hall, Bathroom with panelled bath, wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Lawned foregarden, pedestrian side access to rear

(Rear) Paved yard/patio and gravelled garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 54

Freehold Flat Investment

Guide Price: £58,000 to £66,000

33 & 33A Rowley Street, Walsall, West Midlands WS1 2AX

Property Description:

A traditional end terraced house of part rendered brick construction surmounted by a pitched replacement tile clad roof, converted many years ago to provide two self-contained flats each benefiting from UPVC double glazed windows. Rowley Street forms part of an established predominantly residential area which leads directly off Broadway North and the property is conveniently within a quarter of a mile distance from Walsall Town Centre.

Rental Income:

The property is partly let as follows:

33 Rowley Street (Ground Floor): Let on a Periodic Shorthold Tenancy at a rental of £70 per week inclusive of water rates (£3,640 per annum)

33A Rowley Street (First Floor): Currently Vacant

Potential Income (when fully let): £7,280 per annum approx. (inclusive of water rates)

Accommodation:

33 Rowley Street (Ground Floor Flat)

Ground Floor

Double Bedroom, Lounge, Inner Hall with store cupboard off, Kitchen, Lobby and Shower Room with shower enclosure, wash basin and wc.

33A Rowley Street (First Floor Flat)

Separate Side Access, Entrance Hall,

First Floor

Stairs and Landing, Kitchen, Shower Room with shower enclosure, wash basin and wc, Lounge and Double Bedroom

Outside

(Front) Small walled foregarden, pedestrian side access to rear

(Rear) Yard/garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 55

Freehold Vacant Possession

Guide Price: £48,000 - £52,000

7 Sadler Crescent, Greet, Birmingham, B11 3LU

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Sadler Crescent is accessed via a pedestrian walkway located off Lea Road which in turn is found off Percy Road.

Accommodation:

Ground Floor:

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

First Floor:

Two Bedrooms

Outside:

(Front) Lawned foregarden

(Rear) Yard



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 56

Freehold Vacant Possession

Guide Price: £48,000 - £52,000

8 Sadler Crescent, Greet, Birmingham, B11 3LU

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Sadler Crescent is accessed via a pedestrian walkway located off Lea Road which in turn is found off Percy Road.

Accommodation:

Ground Floor:

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

First Floor:

Two Bedrooms

Outside:

(Front) Lawned foregarden

(Rear) Yard



Legal Documents:

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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 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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Cottons - the property specialists est 1924



Auction Department

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

t 0121 247 2233

f 0121 247 1233

auctions@cottons.co.uk

www.cottons.co.uk

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