

4th DECEMBER 2014

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 4th DECEMBER 2014
11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

Credit card or Business card Payments

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

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

ID

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

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

Third Party Bidding

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

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

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property 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.

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

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

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

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

13. The successful bidder will be required to pay an Administration Fee of £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.

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

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

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

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

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

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

Misrepresentation Act

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

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

Definition

Definition of Guide Prices

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

Definition of Reserve Price

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

A Collective Auction Sale of 55 LOTS

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

Order of Sale

Lot	Property	Property Type	Lot	Property	Property Type
1	101 DAMSON LANE, SOLIHULL, WEST MIDLANDS	Freehold Vacant Residential	45	FGR 12 BURNS CRESCENT, CALDICOT,, GWENT	Freehold Ground Rent
2	13 STATION ROAD, NORTHFIELD, BIRMINGHAM	Freehold Vacant Residential	46	43 HARGREAVES STREET, WOLVERHAMPTON	Freehold Residential Investment
3	114 WESTON LANE, TYSELEY, BIRMINGHAM	Freehold Vacant Residential	47	255 HOSPITAL STREET, BIRMINGHAM	Freehold Vacant Commercial
4	15 LOW WOOD ROAD, ERDINGTON, BIRMINGHAM	Freehold Vacant Residential	48	221 WALFORD ROAD, SPARK HILL, BIRMINGHAM	Freehold Vacant Residential
5	REAR OF 9 JOHNSON ROAD, ERDINGTON, BIRMINGHAM	Freehold Commercial Investment	49	4 WHEELER STREET, NEWTOWN, BIRMINGHAM	Leasehold Commercial Investment
6	215 DELPH ROAD, BRIERLEY HILL, WEST MIDLANDS	Freehold Vacant Residential	50	PERROTT ARMS, 2 BIRMINGHAM ROAD, OLDBURY, WEST MIDS	Freehold Development Opp.
7	32 LANE ROAD, WOLVERHAMPTON	Freehold Vacant Residential	51	72A & 72B DEANS ROAD, WOLVERHAMPTON	Leasehold Residential Investment
8	174 BIRMINGHAM ROAD, WALSALL, WEST MIDLANDS	Freehold Vacant Residential	52	LAND AT MANOR WAY, HALESOWEN, WEST MIDLANDS	Freehold Land
9	6 JACMAR CRESCENT, SMETHWICK, WEST MIDLANDS	Freehold Vacant Residential	53	7 STOCKTON COURT, MASON STREET, BILSTON, WEST MIDS	Leasehold Vacant Residential
10	1 THE COACH HOUSE, 6 REGENT STREET, WILLENHALL, WEST MIDS	Freehold Vacant Residential	54	14 ESSEX STREET, WALSALL	Freehold Vacant Residential
11	66 LESLIE ROAD, WOLVERHAMPTON	Freehold Vacant Residential	55	136 BERKELEY ROAD EAST, HAYMILLS, BIRMINGHAM	Freehold Vacant Residential
12	THE CAVES PUBLIC HOUSE, WRENS HILL ROAD, DUDLEY	Freehold Vacant Public House			
13	10 STOCKTON COURT, MASON STREET, BILSTON, WEST MIDLANDS	Leasehold Residential Investment			
14	126 HIGH STREET, ERDINGTON, BIRMINGHAM	Freehold Vacant Commercial			
15	45 VICARAGE CLOSE, GREAT BARR, BIRMINGHAM	Leasehold Vacant Residential			
16	80 EARLSBURY GARDENS, PERRY BARR, BIRMINGHAM	Freehold Residential Investment			
17	1176 & 1178 COVENTRY ROAD, HAY MILLS, BIRMINGHAM	Freehold Vacant Commercial			
18	20 GOLDTHORN HILL, WOLVERHAMPTON	Freehold Vacant Residential			
19	BARLEY LEA HOUSE, THE BARLEY LEA, COVENTRY	Freehold Vacant Commercial			
20	85A GRANGE ROAD, LONGFORD, COVENTRY	Freehold Vacant Residential			
21	17 DOLMAN ROAD, ASTON, BIRMINGHAM	Freehold Vacant Residential			
22	FGR 2 - 24 BRETTFORD ROAD, HENLEY, COVENTRY	Freehold Ground Rents			
23	FLAT 15, ENDWOOD CRT, HANDSWORTH WOOD, BIRMINGHAM	Leasehold Residential Investment			
24	LYDIATE ASH HOUSE 61 HALESOWEN ROAD, LYDIATE ASH,, BROMSGROVE	Freehold Vacant Residential			
25	308 TESSALL LANE, NORTHFIELD, BIRMINGHAM	Freehold Vacant Commercial			
26	70 COTON ROAD, NUNEATON, WARWICKSHIRE	Freehold Development Opp.			
27	99 HIGHFIELD CRESCENT, HALESOWEN, WEST MIDLANDS	Freehold Residential Investment			
28	72 DUNCROFT ROAD, SHELTON, BIRMINGHAM	Freehold Vacant Residential			
29	66 JAKEMAN ROAD, ASTON, BIRMINGHAM	Freehold Vacant Residential			
30	200 WOLVERHAMPTON STREET, DUDLEY, WEST MIDLANDS	Freehold Vacant Commercial			
31	41 LOAD STREET, BEWDLEY, WORCESTERSHIRE	Freehold Vacant Restaurant			
32	DEV SITE, FACTORY ROAD/OLD CROSS STREET, TIPTON, WEST MIDS	Freehold Development Land			
33	LAND CORNER MASON STREET/HOSPITAL STREET, BILSTON, WEST MIDS	Freehold Development Land			
34	769 - 771 WARWICK ROAD, TYSELEY, BIRMINGHAM	Freehold Commercial Investment			
35	104 SHAW ROAD, BLAKENHALL, WOLVERHAMPTON	Freehold Vacant Residential			
36	18 HERBERT ROAD, HANDSWORTH, BIRMINGHAM	Freehold Vacant Residential			
37	6 WODEN ROAD, WOLVERHAMPTON	Freehold Vacant Residential			
38	GRD FLOOR, THE BOILER HOUSE, ELECTRIC WHARF, COVENTRY	Leasehold Commercial Investment			
39	GRD & FIRST FLOORS, THE CABLE YARD, ELECTRIC WHARF, COVENTRY	Leasehold Commercial Investment			
40	GRD FLOOR, 7 EDISON BUILDINGS, ELECTRIC WHARF, COVENTRY	Leasehold Vacant Commercial			
41	BUILDING PLOT FRONTING TIFFIELD ROAD, YARDLEY, BIRMINGHAM	Freehold Building Plot			
42	58 & 58A OSMASTON ROAD, DERBY	Freehold Commercial Investment			
43	UNIT 5 WOLVERHAMPTON TRADING ESTAE, CABLE ST, WOLVERHAMPTON	Freehold Vacant Commercial			
44	FGR 219 GROVELEY LANE, BIRMINGHAM	Freehold Ground Rent			

Auctioneers

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Sharron Sheldon, Joanne Palmer, Trish Doyle, Derek Dolphin,

Ossie O'Malley, Kevin Hogan, Andrew Smith, Nick Burton and

Richard Gaines.

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

ID REQUIREMENTS

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

DEPOSIT/PAYMENT METHODS

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

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

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

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

LOT 1

Freehold Vacant Possession

*Guide Price: £125,000 - £135,000

101 Damson Lane, Solihull, West Midlands B92 9JT

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 allowing for secure off road parking. The property benefits from having UPVC double glazing and gas fired central heating however does require modernisation and improvement. The property is located on Damson Lane between the junctions of Wheelley Road and Walsgrave Drive.

Accommodation:

Ground Floor

Entrance Porch, Lounge, Dining Kitchen, Conservatory

First Floor

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

Outside:

Front: Foregarden and driveway giving access to garage allowing for secure off road parking

Rear: Overgrown garden

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

Viewings: Via Cottons - 0121 247 2233



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



LOT 2

Freehold Vacant Possession

*Guide Price: £66,000 - £72,000

13 Station Road, Northfield, Birmingham, West Midlands B31 3TE

Property Description:

A mid-terraced property surmounted by replacement tiled roof directly fronting the pavement. The property offers well laid out accommodation however does require some modernisation and improvement. The property is located on Station Road close to the junction with Church Hill and is within walking distance to Northfield Railway Station.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor

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

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk


Viewings:

Via Cottons - 0121 247 2233



--- 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.

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 advise.

Service Provided By The Essential Information Group Ltd
www.eigroup.co.uk 0870 112 30 40

LOT 3

Freehold Vacant Possession

*Guide Price: £70,000 - £75,000

114 Weston Lane, Tyseley, Birmingham, West Midlands B11 3RX

Property Description:

A traditional end terraced house of brick construction surmounted by an interlocking tile clad roof, benefiting from gas fired central heating and part UPVC double glazed windows but requiring repair and refurbishment throughout. Weston Lane leads directly off Reddings Lane which in turn leads off Warwick Road (A41).

Accommodation:
Ground Floor

Glazed Porch, Lounge opening to Dining Room, Kitchen, Rear Entrance Hall, Cloak Room with wc

First Floor

Stairs and Landing, Two Double Bedrooms, Bathroom with bath, glazed shower enclosure, pedestal wash basin and wc

Outside:

Front: Walled foregarden
Rear: Veranda, paved yard and garden with rear pedestrian access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 4

Freehold Vacant Possession

*Guide Price: £50,000 - £55,000

15 Low Wood Road, Erdington, Birmingham, West Midlands B23 6HE

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a lawned foregarden and benefiting from three bedrooms but requiring complete repair and modernisation throughout. Low Wood Road forms part of an established residential area and leads directly off Marsh Lane (B4531) and the property is conveniently within approximately half a mile distance from Erdington Shopping Centre and approximately one mile distance from the M6 Motorway (junction 6).

Accommodation:
Ground Floor

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

First Floor

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

Outside:

Front: Lawned foregarden set behind a mature privet hedge
Rear: Overgrown garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


Cottons
 CHARTERED SURVEYORS

PROXY & TELEPHONE BIDDING

We can arrange to set up Telephone or Proxy Bids, if you are unable to attend the Auction.

Please contact the Auction Team on
0121 247 2233

For further details and Terms & Conditions

LOT 5

Freehold Commercial/Residential Property - Part Income Producing

*Guide Price: £44,000 - £49,000

Rear of 9 Johnson Road, Birmingham, B23 6PU

Property Description:

The property is situated in Erdington, approximately 4 miles north of Birmingham City Centre.

The property is located at the southern end of Johnson Road, close to its junction with Station Road (B4531), in a predominantly residential area.

Erdington Railway Station, on the Cross City Lichfield to Redditch line, is located directly to the rear of the subject property.

The property comprises single storey, former commercial garage or car repair workshop premises, as well as a two-storey building, offering commercial premises on the ground floor with a self-contained, one bedroom first floor flat above.

The single storey commercial/garage premises are of timber or steel framed construction with corrugated metal sheet wall and roof cladding.

The two-storey building is of solid brickwork construction, with a pitched corrugated metal sheet roof.

The garage premises are offered with vacant possession, whilst the first floor flat is let and income producing.

The property is likely to be of interest to a whole range of commercial owner-occupiers and private investors.

Accommodation

Ground Floor

Workshop: 57.0 sq m (614 sq ft)
Covered Yard with Inspection Pit: 46.6 sq m (501 sq ft)
Office/Showroom: 45.2 sq m (486 sq ft)
Kitchen: 5.1 sq m (55 sq ft)
Toilet with one WC and washbasin.

Total Gross Internal Area - Ground Floor: 153.9 sq m (1,656 sq ft)

First Floor

Kitchen/Living Room, Bedroom and Bathroom/Toilet with fitted bath, wash basin and WC.

Gross Internal Area - First Floor Flat: 45.1 sq m (485 sq ft)

Tenancy

We are informed the first floor flat is let by way of an Assured Shorthold Tenancy, for a term of 12 months with effect from 4th November 2014 at a rent of £282 per calendar month.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 6

Freehold Vacant Possession

*Guide Price: £72,000 - £78,000

215 Delph Road, Brierley Hill, West Midlands DY5 2RN

Property Description:

A three bedroomed semi-detached property of rendered brick construction surmounted by a tiled clad roof set back from the road behind a lawned foregarden and paved driveway giving access to garage allowing for off road parking. The property benefits from having gas fired central heating however does require modernisation and improvement. The property is located on Delph Road (B4172) and is situated between the junctions of Hill Street and Church Street

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor

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

Outside:

Front Lawned foregarden and paved driveway giving access to garage

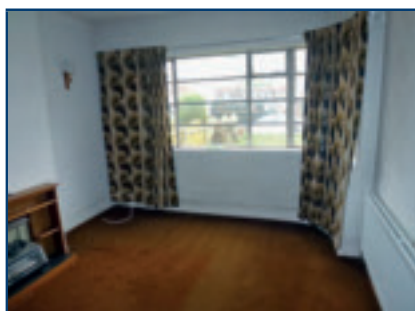
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 7
Freehold Vacant Possession
 *Guide Price: £90,000 - £100,000

32 Lane Road, Lanesfield, Wolverhampton, West Midlands, WV4 6NG

Property Description:

A detached bungalow of rendered brick construction surmounted by a hipped slate clad roof, occupying a wide plot and offered for sale in a presentable and much improved condition having been refurbished during 2012 which included the provision of a new kitchen and bathroom fittings and redecoration. The property further benefits from gas fired central heating and UPVC double glazed windows. The property forms part of a predominantly residential area and Lane Road comprises of a cul-de-sac which leads off Mount Road which in turn leads off Birmingham New Road (A4123) and is conveniently located approximately two miles distance to the south of Wolverhampton City Centre.

Accommodation:
Ground Floor

UPVC Double Glazed Porch, Reception Hall, Two Double Bedrooms, Bathroom with modern suite comprising shower bath, pedestal wash basin and wc, Lounge, Breakfast Kitchen with a range of attractive modern laminate units, Dining Room/Garden Room

Outside:

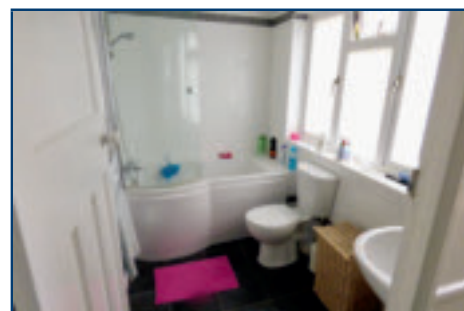
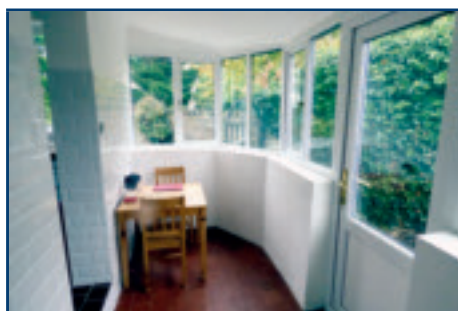
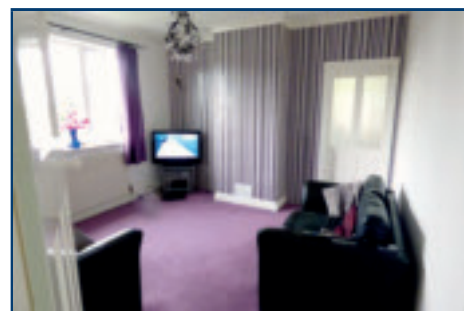
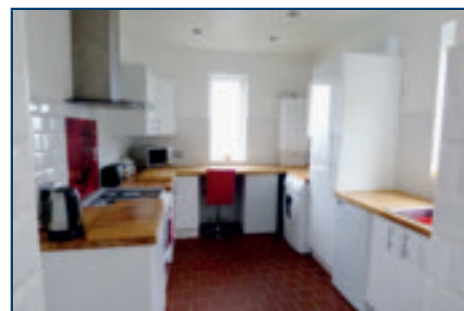
Front: Lawned garden area to front and side
 Rear: Yard and a decked terrace

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 8

Freehold Vacant Possession

*Guide Price: £200,000 - £220,000

174 Birmingham Road, Walsall, West Midlands WS1 2NU

Property Description:

A semi-detached property of brick construction set back from the road behind a walled foregarden and driveway allowing for off road parking. The property benefits from having four bedrooms and gas fired central heating. The property is situated on Birmingham Road which is located off Broadway North and the property is close to the junction with Jesson Road

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Rear Reception Room, Dining Room, Kitchen

First Floor

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

Outside:

Front Walled foregarden and driveway allowing for off road parking

Rear Garden and brick built store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 9

Freehold Vacant Possession

*Guide Price: £90,000 - £95,000

6 Jacmar Crescent, Smethwick, West Midlands B67 7LF

Property Description:

A three bedroomed semi-detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a block paved foregarden. The property benefits from having double glazing and gas fired central heating. However, it does require modernisation and improvement. Jacmar Crescent is a continuation of both Brian Road and Heather Road.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Conservatory and side lean-to

First Floor

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

Outside:

Front Block paved foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 10

Freehold Vacant Possession

*Guide Price: £36,000 - £42,000

1 The Coach House 6 Regent Street, Willenhall, West Midlands WV13 1DJ

Property Description:

A self contained residential units that forms part of a former Coach House, the unit benefits from having secure gated access and an open plan Lounge/Kitchen with modern kitchen fitments. Regent Street is located off Granville Street which in turn is found off Bloxwich Road South

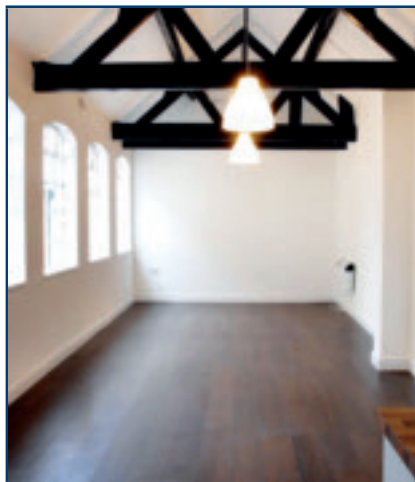
Accommodation:
Ground Floor

Lounge/Kitchen, Bedroom and Shower room having Shower cubicle, wash basin and WC

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 11

Freehold Vacant Possession

*Guide Price: £50,000 - £55,000

66 Leslie Road, Wolverhampton, West Midlands WV10 0BU

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 along with modern kitchen fitments. Leslie Road is located off both Powell Street and Cannock Road

Accommodation:
Ground Floor

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

First Floor

Two Bedrooms

Outside:
Front Walled foregarden

Rear Lean-to and garden

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

Via Cottons - 0121 247 2233



LOT 12

Freehold Vacant Public House with Redevelopment Potential (0.51 Acres)

*Guide Price: £220,000 - £240,000 + VAT

The Caves Public House, Wren's Hill Road, Dudley, West Midlands, DY1 3SB



Property Description:

A substantial public house with function room, occupying a sizable plot extending to an area of approximately 0.51 acres (0.21 hectares) and constructed predominantly of brick with a pitched tile clad roof. The public house offers extensive accommodation which includes living accommodation and a function room located to the rear. The property is set back from Wren's Hill Road behind a car park and is located adjacent to the entrance of Wren's Nest Nature Reserve which comprises of a popular and much visited local attraction. Wren's Hill Road leads via Linwood Road and Mayfield Road off Priory Road (A4168) and the property lies approximately one and a half miles distance to the north of Dudley town centre.

Planning

The current use as a public house is duly established and the property may be suitable for a variety of alternate uses including re-development whereby all interested parties should contact the local planning department at Dudley MBC prior to bidding to discuss any proposals for the site.

Accommodation:

Ground Floor

Entrance Hall, Ladies and Gents Toilets, Bar, Games Room/Bar, Lobby with Ladies and Gents Toilets, Function Room with Bar, Kitchen, Office, Side Entrance Hall with access to Cellar and Living Accommodation, Two Store Rooms

First Floor

Stairs and Landing, Separate WC, Bathroom with bath and wash basin, Store Room, Dining Kitchen, Four Double Bedrooms.

Outside:

Large full width car parking area with private pedestrian access to Wren's Nest Nature Reserve, side and rear yard area

Gross Internal Areas

Ground Floor: 421.21sq.mtrs. (4,534sq.ft.)

First Floor: 86.31sq.mtrs. (929sq.ft.)

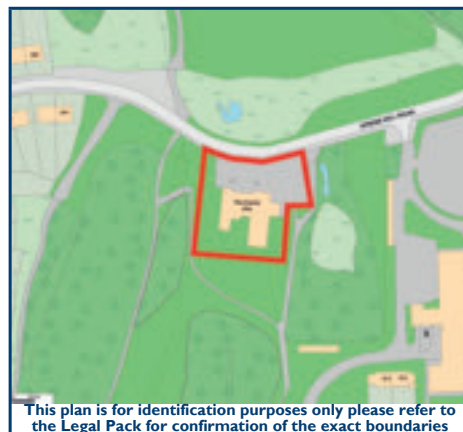
Cellar: 36.2sq.mtrs (389sq.ft.)

Total: 543.72sq.mtrs. (5,862sq.ft.)

Site Area: 0.51 acres (0.21 hectares)

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

Viewings: Via Cottons – 0121 247 2233



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



LOT 13

Leasehold Investment
 *Guide Price: £22,000 - £26,000

Flat 10 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

Property Description:

A one bedroom purpose built flat situated on the second floor of a five storey development. The property benefits from having UPVC double glazing and a garage located in a separate block. Stockton Court is located off Mason Street which is found off Birmingham New Road (A4123). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £345 pcm (£4,140 per annum)

Accommodation:

Ground Floor

Communal Entrance and stairs to

First Floor

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

Outside:

Communal Grounds and garage

Lease Information

Term : 99 years from 24th June 1978

Ground Rent : Refer to Legal Pack

Service Charge : Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 14

Freehold Shop Property with Vacant Possession
 *Guide Price: £180,000 to £200,000

126 High Street, Erdington, Birmingham, B23 6RS

Property Description:

The property occupies a prime, central location on Erdington High Street, approximately 4 miles north of Birmingham City Centre.

Adjacent or nearby retailers include Holland & Barrett, CardFactory, Santander, Specsavers and New Look.

The property comprises a two-storey, middle of terrace building, providing ground floor retail accommodation with first floor ancillary storage or office premises.

There is a shared tunnel entry at the side of the shop, giving independent access to the rear of the building.

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

The premises were last occupied for the retail sale of fruit and vegetables.

The premises are considered of interest to owner-occupiers and investors.

Accommodation:

Ground Floor

Retail Area: 51.8 sq m (557 sq ft)

Rear Lobby, Toilet with WC and wash basin, understairs store.

First Floor

Landing

Store/office (front): 18.2 sq m (196 sq ft)

Store (middle): 2.1 sq m (22 sq ft)

Store/office (rear): 8.3 sq m (89 sq ft)

TOTAL NET INTERNAL AREA: 80.4 sq m (864 sq ft)

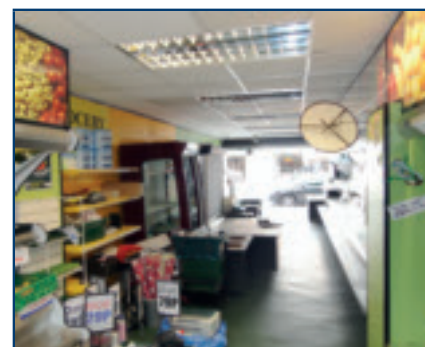


Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 15

Leasehold Vacant Possession

*Guide Price: £46,000 - £52,000

45 Vicarage Close, Great Barr, Birmingham, West Midlands B42 2QU

Property Description:

A ground floor two bed roomed maisonette situated on Vicarage Close. The property benefits from having UPVC double glazing however does require modernisation and improvement. Vicarage Close is a cul-de-sac located off Beeches Road which in turn can be found off Aldridge Road

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen, Two Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

Rear : Front and Rear Garden and garage located in a separate block

Lease Information

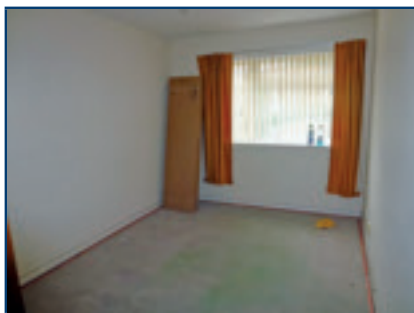
Term : 99 years from 25th March 1969

Ground Rent : £25

Legal Documents– Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 16

Freehold Investment

*Guide Price: £125,000 - £135,000

By Instruction of the Joint LPA Receivers

80 Earlsbury Gardens, Birmingham, West Mids B20 3AG

Property Description:

A traditional two storey mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, providing well laid out accommodation and benefiting from three bedrooms, UPVC double glazed windows, gas fired central heating and extended dining kitchen. Earlsbury Gardens runs between Trinity Road and Canterbury Road both of which lead directly off Birchfield Road (A34) and the property forms part of a popular residential area conveniently located for local schools and within approximately one third of a mile distance from Perry Barr Shopping Centre.

The property is currently let on a Periodic Shorthold Tenancy at a rental of £675 per calendar month (£8,100 per annum)

Accommodation:

Ground Floor

UPVC Double Glazed Porch, Reception Hall, Front Reception Room, Rear Reception Room, Extended Dining Kitchen with a range of modern fitted units.

First Floor

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath having

shower attachment, pedestal wash basin and wc

Outside:

Front: Walled and paved foregarden

Rear: Shared pedestrian entry access to a fully paved yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 17**Substantial Freehold Retail/Workshop/Flat Premises - Part Investment**

*Guide Price: £145,000 - £160,000

1176-1178 Coventry Road, Yardley, Birmingham, West Midlands, B25 8DA**Property Description:**

A two storey mid terraced premises of brick construction with pitched tile clad roof comprising a ground floor retail and workshop premises with a substantial self contained flat to the first floor. The property which fronts the busy Coventry Road (A45), set back behind a layby car parking area, benefits from well laid out accommodation throughout and the ground floor retail shop benefits from gas fired central heating and the first floor flat further benefits from gas fired central heating, UPVC double glazed windows and a range of modern fittings. The property is situated to the east of the junction with Deakins Road on the outbound section of Coventry Road surrounded by a dense residential catchment area and is located approximately two miles distance to the east of Birmingham City Centre.

Tenancy Information

Ground Floor: Vacant

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

Planning History

The property originally comprised of former banking premises and the current use (Use Class A1 Retail) is duly established. Planning Consent was granted by Birmingham City Council Ref: 2009/06245/PA on 16th February 2010 for change of use of the ground floor from Retail to Restaurant/Hot Food Takeaway (Class A3/A5) and provision of a two bedroom flat also at ground floor. This planning consent has now lapsed.

Accommodation**Ground Floor**

Double Fronted Retail Shop with secure vault, Hallway, Ladies and Gents Toilets each with wc and wash basin, Store Room, Rear Entrance Hall, Two Separate Workshops/Stores

Net Internal Area: 154.69sq.mtrs (1,665sq.ft)**First Floor**

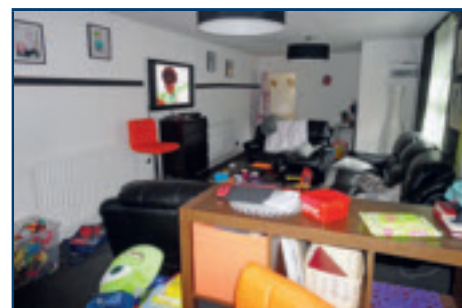
Flat Accommodation, Pedestrian Side Access, Rear Entrance Hall/Utility Room, Stairs and Landing, Bedroom One (large double), Bedroom Two (double), Full Width Lounge/Dining Room, Kitchen with a range of modern fitted units, Bedroom Three (single), Bathroom with panelled bath having shower over, wash basin and wc

Outside:

Secure rear yard area

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

Via Cottons - 0121 2472233



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

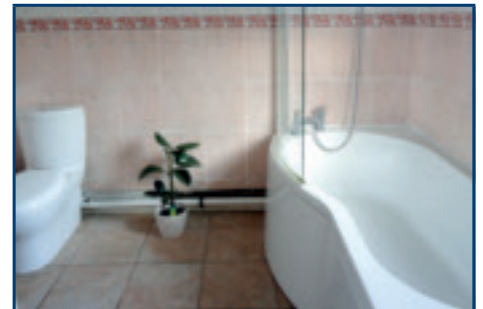
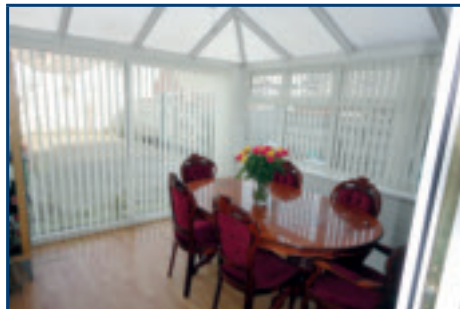


LOT 18

Freehold Vacant Five Bedroom Family Residence

*Guide Price: £135,000 - £145,000

20 Goldthorn Hill, Wolverhampton, West Midlands, WV2 3HU



Property Description:

A detached house of traditional brick construction surmounted by a pitched tile clad roof, offering generous and well laid out family accommodation having been owned by the vendors for the past 19 years and benefitting from five bedrooms with additional loft storage rooms, gas fired central heating, UPVC double glazed windows, modern kitchen and bathroom fittings and off road car parking. The property is situated on Goldthorn Hill (A4039) which forms part of a popular and predominantly residential area but is conveniently within close proximity to a wide range of local amenities and services and approximately one mile distance to the south of Wolverhampton City Centre.

Accommodation:

Ground Floor

Porch Entrance, Reception Hall with Study Area, Front Reception Room, Full Width Family/Dining Room, UPVC Double Glazed Conservatory, Kitchen with extensive range of oak effect fitted units, Utility

Room with fitted units, Bathroom with modern suite having panelled shower bath, pedestal wash basin and wc

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (small double), Bedroom Three (double), Shower Room with glazed shower cubicle, pedestal wash basin and wc, Bedroom Four (single), Bedroom Five (single)

Second Floor

Stairs, Full Width Loft Storage Area comprising of Two Rooms

Outside:

Front: Tarmacadam forecourt providing off road parking for two cars and leading to integral garage (currently used for storage) and containing wash basin and wc
Rear: Paved yard/garden with large store room

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 19**Freehold Vacant Office/Surgery Premises with Redevelopment Potential**

*Guide Price: £150,000 - PLUS

By Instruction of Coventry City Council**Barley Lea House, The Barley Lea, Coventry, West Midlands, CV3 1EJ****Property Description:**

A substantial two storey detached premises surmounted by a pitched roof and occupying a sizeable plot, set back from the road behind a foregarden and a car parking area. The property has previously been used as neighbourhood offices and doctors' surgery and provides potential for conversion into residential flats/studios. The accommodation is approached by way of a central hallway and stairwell and provides well laid out and flexible accommodation readily adaptable to a variety of uses. The Barley Lea forms part of a predominantly residential area known as Stoke Aldermoor and leads directly off Jasmine Grove which in turn leads off Allard Way (A4082) and is conveniently within approximately one and a half miles distance to the east of Coventry City Centre. The property has been well maintained and is offered for sale in a presentable condition benefiting from double glazed windows and a gas fired central heating system.

Accommodation:**Ground Floor**

Central Entrance Lobby with Reception Hall and Corridors leading off, Former Neighbourhood Offices comprising Public Reception Area with separate access, Reception Office, Interview Room, Meeting Room and Office, Former Doctors' Surgery comprising of Waiting Room, Office, Three Consulting Rooms, Toilet, Disabled Toilet, Kitchen and Store.

First Floor

Stairs and Landing Area, Nine Offices/Rooms, Kitchen and Four Separate Toilets

Outside:

Front: Deep lawned foregarden and car parking area

Rear: Pedestrian side access to a rear garden

Gross Internal Area

Ground Floor: 257.8sq.mtrs (2,775sq.ft)

First Floor: 255.23sq.mtrs (2,747sq.ft)

Total: 513.03sq.mtrs (5,522sq.ft)

Planning

The property provides flexible accommodation which may be suitable for a variety of uses. The Planning Department at Coventry City Council have given consideration that conversion to residential may be acceptable and all interested parties should make their enquiries with the local planning department prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



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



LOT 20

Freehold Vacant Possession

*Guide Price: £80,000 - £88,000

By Instruction of Coventry City Council

85A Grange Road, Longford, Coventry, CV6 6DB

Property Description:

A semi detached house of two storey brick construction surmounted by a pitched tile clad roof, previously used as a caretakers house for nearby Foxford School and situated at the junction of Grange Road and Ansell Drive the latter comprising of a modern residential development. The property benefits from UPVC double glazed windows, gas fired central heating and three bedrooms but requires some modernisation and improvement throughout. Grange Road leads via Oakmoor Road off Longford Road and the property is located approximately three miles distance to the north of Coventry City Centre and approximately one mile distance from the M6 Motorway (junction 3)

Accommodation:

Ground Floor

Covered Entrance, Full Width Lounge, Study/Rear Entrance Hall, Breakfast Kitchen

First Floor

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

Outside:

Front: Lawned foregarden with parking space
Rear: Patio and garden

Directional Note:

The property is accessed from Ansell Drive which leads directly off Grange Road.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 21

Freehold Vacant Possession

*Guide Price: £120,000 - £125,000

17 Dolman Road, Aston, Birmingham, West Midlands B6 6DT

Property Description:

A five bedroomed three storey 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, gas fired central heating and double glazed windows. Dolman Road is located off both Albert Road and Frederick Road.

Accommodation:

Ground Floor

Entrance Hallway, Cellar, Front Reception Room, Lounge, Dining Room, Kitchen, WC

First Floor

Bedrooms 1 to 3 and Bathroom having panelled bath, wash basin and WC

Second Floor

Having Bedrooms 4 to 5

Outside:

Front Walled foregarden

Rear Paved Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 22

Freehold Ground Rent Investment Opportunity *Guide Price: £10,000 PLUS

By Instruction of Coventry City Council

2 - 24 Bretford Road, Coventry, West Midlands CV2 1FD

Property Description:

A freehold ground rent investment opportunity secured upon a four storey development containing 12 purpose built flats located on a residential estate approximately two and a half miles distance to the north east of Coventry City Centre.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

Leasehold Information

The property is subject to a Building Lease including all flats within the block for a lease term of 99 years from 8th July 1991 at a ground rent of One Peppercorn



LOT 23

Leasehold Investment *Guide Price: £45,000 - £49,000

Flat 15 Endwood Court, Handsworth Wood Road, Handsworth, Birmingham, West Midlands B20 2RZ

Property Description:

A two bedroomed flat situated on the third floor of the substantial purpose built block offering well laid out accommodation. The property benefits from having electric heating and garage located in a separate block. The property is located off Handsworth Wood Road close to the junction with Church Lane (A4040). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500 pcm (£600 per annum)

Third Floor

Entrance Hallway, Lounge (having access to two private balconies), Two Bedrooms, Kitchen and Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Communal gardens and garage
Lease Information
Term : 99 years from 25th March 1963
Ground Rent : £35.00 rising to £85.00
Service Charge : Please refer to Legal Pack

Accommodation:

Ground Floor

Communal Entrance with security door entry system and access to stairs and lifts

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 24

Lydiate Ash House, 61 Halesowen Road, Lydiate Ash, Bromsgrove, Worcestershire B61 0QL



Property Description:

A opportunity to purchase a most attractive Grade II listed detached residence set within grounds extending to approximately three acres including extensive gardens and paddock land and situated within the highly desirable Hamlet of Lydiate Ash. The property which contains a significant host of original and character features, offers accommodation over three principle floors totalling 492sq.metres (5,300sq.feet) and viewings are vital to appreciate the quality of location, accommodation and plot on offer.

The property occupies a highly commutable position located on the Bromsgrove/Birmingham borders within a third of a mile distance from the M5 motorway (junction 4) forming part of the Midlands motorway network and providing access to the major Midlands towns, cities and beyond.

In brief this wonderful family residence comprises, six reception rooms (four on the ground floor and two on the second floor), spacious kitchen diner with Aga, two conservatories, three cellar rooms, seven bedrooms, four bathroom/shower rooms and sizable garage/workshop accommodation.

Accommodation:

Ground Floor

Reception Entrance, Reception Room One having a traditional fireplace, Reception Room Two having a decorative feature fireplace, Reception Room Three having a stone feature fireplace, Reception Room Four having Inglenook feature fireplace incorporating hand carved wooden surround with stove and exposed wooden beams, Spacious Fitted Kitchen

with fitted wall and base units and an Aga range, Utility Room, WC, Two Conservatories, Shower Room, Cellar with three rooms.

First Floor

Stairs and Landing, Bedroom One with Ensuite Shower Room having walk-in shower, wc and wash basin, Bedroom Two, Bedroom Three, Re-fitted Family Bathroom having Jacuzzi bath, wash basin and wc, Inner Lobby, Bedroom Four

Second Floor

Stairs and Landing, Reception Room Five, Inner Hallway, Reception Room Six, Bedroom Five, Bedroom Six, Bedroom Seven, Refitted Bathroom having Jacuzzi bath, wash basin and wc

Outside:

Front: Gravel driveway providing off road parking for multiple vehicles, lawned foregarden, further extensive parking to the side, side access to detached tandem garage/workshop
Rear: Extensive gardens laid to lawn garden with adjoining parcels of woodland and paddock land.

Viewings:

Via Cottons - 0121 247 2233

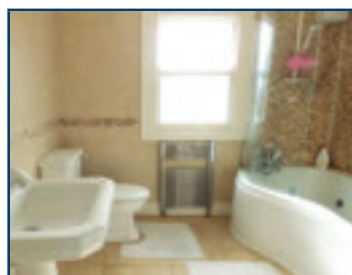
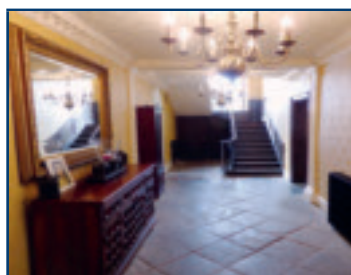
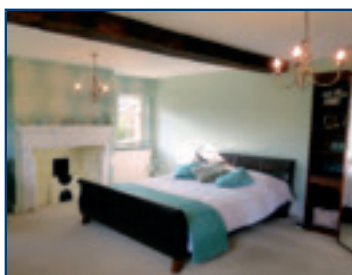
Legal Documents:

Available at www.cottons.co.uk

Completion Date: Completion will be 56 days from exchange of contracts or sooner by mutual agreement.



Freehold Grade II Listed Residence with Vacant Possession set within a Three Acre Plot
*Guide Price: **£650,000 - £675,000**



LOT 25

Freehold Vacant Retail/Flat Investment Opportunity

*Guide Price: £125,000 - £135,000

By Instruction of the Joint LPA Receivers

308 Tessall Lane, Northfield, Birmingham, West Midlands, B31 5EN



Property Description:

A substantially extended end terraced property of two storey brick construction surmounted by a hipped tile clad roof briefly comprising a ground floor retail shop, two separate flats to the first floor, a side yard area with garden and a separate garage located to the rear and benefits from mostly uPVC double glazed windows and a shared gas fired central heating system. The property forms part of a neighbourhood retail parade and is located immediately adjacent to the junction with Farren Road and overlooking the North of Worcestershire Golf Club. The property forms part of a predominantly residential area and Tessall Lane leads directly off Bristol Road South (A38) which provides direct access to both Birmingham City Centre and the M5 Motorway (junction 4)

Accommodation:

Ground Floor

Retail/Supermarket Premises: 75.5sq.mtrs (812sq.ft),
Two Rear Store Rooms: 14.61sq.mtrs (157sq.ft),
Rear Entrance Hall, Kitchenette: 2.25sq.mtrs (24sq.ft), Toilet with wc and wash basin

First Floor

Flat 1: External Steel Stairs to Reception Hall, Kitchen with a range of modern units, Shower Room with glazed shower enclosure, wc and wash basin, Two Bedrooms, Lounge
Flat 2: Entrance Hall, Stairs and Landing, Bathroom with bath, pedestal wash basin and wc, Double Bedroom, Living Kitchen with a range of units

Outside:

Front: Paved forecourt, concrete side yard/parking area
Rear: Lawned garden, separate freestanding garage with driveway leading off Farren Road

Legal Documents:

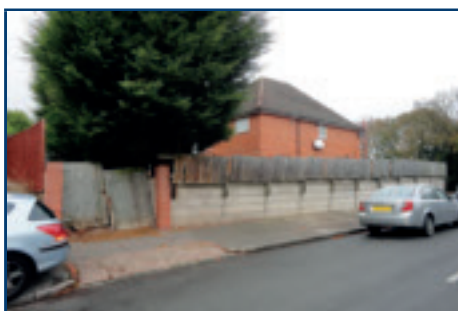
Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



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



LOT 26

Freehold Former Public House (Planning for Four Flats)

*Guide Price: £155,000 - £165,000

Former King William IV Public House, 70 Coton Road, Nuneaton, Warwickshire CV11 5TS

Property Description:

A former detached public house of traditional brick construction with a pitched tiled roof set back from the road behind a grass verge. The property is laid out over three storeys and has the benefit of off road parking to the rear accessed via Edward Street. The property has Planning Permission granted for a change of use from a public house to four self-contained flats. Internally the ground floor of the property has been stripped out of all fixtures and fittings. One of the flats to the first floor has been completed however no further work has been carried out to the upper floors. Coton Road (A444) is within a quarter of a mile distance from Nuneaton Town Centre.

Planning

Planning consent was granted by Nuneaton and Bedworth Borough Council Ref:031554 and dated 11th December 2012 for the Change of use from public house (with existing residential) to four self-contained flats.

Planning consent was granted by appeal on 10th June 2013 for the display of a 3m x 3m non illuminated advertising hoarding to the left hand end gable wall providing potential for additional income.

Accommodation:

Ground Floor

Main Bar Area, (stripped of fittings), Cellar, Kitchen and Preparation Area (stripped of fittings), WC and Storage Area

First Floor

Completed Flat having
 Longe/bedroom, Kitchen area, Shower room
 Two Further Rooms

Second Floor

Three Rooms

Outside:

Front Small grass verge

Rear Car parking area accessed via Edward Street

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

Viewings: Via Cottons - 0121 247 2233



LOT 27

Freehold Investment

*Guide Price: £80,000 - £85,000

99 Highfield Crescent, Halesowen, West Midlands B63 2AY

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a foregarden providing off road parking. The property benefits from having new UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings. Highfield Crescent is located off Highfield Road which in turn is found off Windmill Hill (A458). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £595 pcm (£7,140 per annum)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor

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

Outside:

Front : Foregarden providing off road parking

Rear : Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 28

Freehold Vacant Possession

*Guide Price: £90,000 - £96,000

72 Duncroft Road, Sheldon, Birmingham, West Midlands B26 2JA

Property Description:

A traditional semi-detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having the potential for off road parking to the rear accessed via a service road. The property is in need of modernisation and improvement throughout. Duncroft Road is located off Gleneagles Road which in turn can be found off Bilton Grange Road

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front Walled foregarden

Rear Over grown garden (with potential for off road parking accessed via a service road)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 29

Freehold Vacant Possession

*Guide Price: £110,000 - £120,000

66 Jakeman Road, Balsall Heath, Birmingham, West Midlands B12 9NX

Property Description:

A three storey mid terraced house of traditional brick construction surmounted by a pitched slate clad roof, providing well laid out accommodation benefiting from gas fired central heating and three double bedrooms (Bedroom Three located on the second floor provides further potential to subdivide and create a fourth bedroom). The property directly fronts Jakeman Road and forms part of an established residential area which leads off Edward Road and which in turn leads off Pershore Road (A441) and the property is conveniently within three quarters of a mile from Moseley shopping centre and one and a half miles distance to the south of Birmingham city centre.

Accommodation:

Ground Floor

Reception Hall, Breakfast Kitchen with a range of fitted units, Lounge

First Floor

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

Second Floor

Stairs and Landing with built in store,

Large Attic Bedroom with windows to front and rear providing potential to subdivide to create a fourth bedroom (subject to obtaining any necessary consents).

Outside:

Rear: Patio and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 30**Freehold Vacant Office Premises with Consent for Apartment Conversion**

*Guide Price: £135,000 - £150,000

200 Wolverhampton Street, Dudley, West Midlands, DY1 1DZ**Property Description:**

An attractive Grade II Listed period built town centre premises of part three and part four storey brick construction surmounted by a pitched slate clad roof and benefiting from planning/listed building consent for conversion of the existing premises to form four self contained apartments. The property is situated between Priory Street and Parsons Street forming part of Dudley Town Centre and has been used for many years as estate agency and solicitors offices. The property provides well laid out accommodation and contains many original and character features and further benefits from a rear car park with access by way of a vehicular right of way which leads off Priory Street.

Planning/Listed Building Consent

Listed Building Consent was granted by Dudley MBC (Ref: P13/1615) and dated 16th May 2014 for internal and external alterations to convert the building into four apartments. The plans approved with the consent detailed the following accommodation:

Accommodation:**Basement**

Shared Entrance/Reception Hall and Cycle Store
 Flat 1: Hallway, Dining Kitchen, Utility Room, Living Room, Bathroom and Bedroom.

Ground Floor

Flat 2: Hallway, Living Kitchen, Bedroom One with Ensuite Shower Room Bedroom, Bedroom Two, Bathroom.

First Floor

Hallway, Living Room, Dining Kitchen, Two Double Bedrooms and Bathroom

Second Floor

Hallway, Living Room, Kitchen, Two Double Bedrooms and Bathroom

Outside:

Residents Parking located to the rear

Note: A copy of the planning/listed building consent is available from the Auctioneers' offices or can be downloaded from Dudley MBC website.

Net Internal Areas(courtesy of www.voa.gov):

Lower Ground Floor: 59.2sq.mtrs (637sq.ft)

Ground Floor: 65.2sq.mtrs (701sq.ft)

First Floor: 79sq.mtrs (850sq.ft)

Second Floor: 70.9sq.mtrs (763sq.ft)

Total: 274.3sq.mtrs (2,951sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



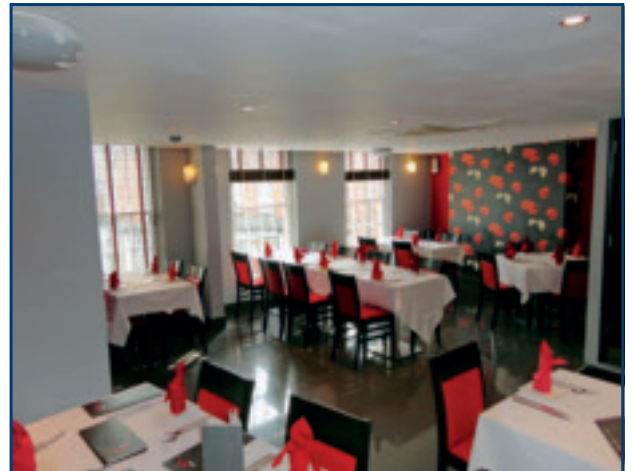
This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries

LOT 31

Freehold Licensed Restaurant with Vacant Possession

*Guide Price: £160,000 - £175,000

41 Load Street, Bewdley, Worcestershire DY12 2AS



Property Description:

The property occupies a good trading location in Bewdley Town Centre, at the junction of Load Street, Dog Lane and High Street.

The property is located within the main retail area of the Town Centre, not far from multiple retail occupiers.

There would appear the prospect of the restaurant enjoying good trade, given the location adjacent of nearby The Horn and Trumpet and The White Swan Public Houses.

The property is of three-storey middle terrace brickwork construction, with a pitched tiled roof.

There is a small yard at the rear of the restaurant and a detached outbuilding providing useful storage or ancillary accommodation.

The property provides quality restaurant accommodation for diners at ground and first floor levels and there is also a first floor kitchen. The second floor provides useful ancillary accommodation.

The property is offered with vacant possession upon completion and is likely to be of interest to owner-occupiers and private investors.

Accommodation:

Ground Floor

Reception Area: 17.5 sq m (188 sq ft)

Restaurant: 24.6 sq m (264 sq ft) (with 18 covers)

Rear Lobby

Store: 0.5 sq m (5 sq ft)

Toilet with modern white suite comprising WC and wash basin.

First Floor

Restaurant: 34.3 sq m (369 sq ft) (with 28 covers)

Kitchen: 18.6 sq m (200 sq ft.)

Second Floor

Landing with cupboard

Toilet with WC and wash basin.

Shower room/toilet with shower cubicle, wash basin and WC.

Store/Office: 14.7 sq m (158 sq ft)

Store/Office: 10.8 sq m (116 sq ft)

Store/Office: 16.1 sq m (173 sq ft)

TOTAL NET INTERNAL AREA: 137.1 sq m (1,476 sq ft)

Outside:

Rear yard

Detached Outbuilding

Ground Floor

Store: 21.0 sq m (226 sq ft)

First Floor:

Attic Storage

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 32

Freehold Development Site
 *Guide Price: £430,000 - £460,000

Development Site Factory Road/Old Cross Street, Tipton, West Midlands DY4 9AU



Property Description:

A freehold site extending to an area of approximately 0.94 acres (3804 mtr.sq) and predominantly fronting Factory Road. The land is situated close to the Junction with Owen Street and benefits from having Planning Permission for fourteen dwellings.

Accommodation:

Planning

Planning Permission was granted by Sandwell Metropolitan Borough Council (Ref DC/14/57273) and dated the 24th of September 2014 for the erection of 14 two, three, four and five bed roomed dwellings with onsite parking

Proposed Accommodation

The approved plans propose the following accommodation for each dwelling

Type A : Three Bedroomed Property x 2

Type B : Two Bedroomed Property x 1

Type C : Four Bedroomed Property x 1

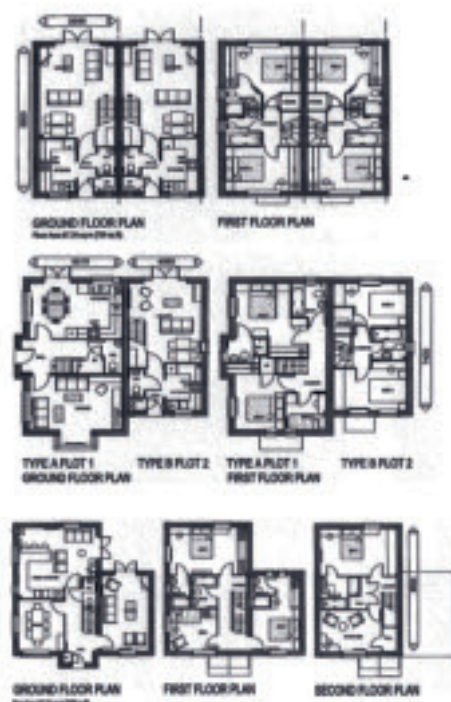
Type D : Two Bedroomed Property x 9

Type E : Five Bedroomed Property x 1

Please note a copy of the Planning Consent and Architects Drawings are available for inspection from Sandwell Metropolitan Borough Council's Website, www.sandwell.gov.uk

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

Viewings
 Via Cottons – 0121 247 2233



Elevations for type A, B, D and E

LOT 33

Freehold Land with Planning Consent for Two Dwellings *Guide Price: £30,000 - PLUS

Land Corner of Mason Street & Hospital Street, Bilston, West Midlands WV14 9SZ

Property Description:

A parcel of freehold land irregular in shape extending to an area of 0.124 acres (505sq.mtrs) and prominently situated at the junction of Mason Street and Hospital Street. The land previously contained a detached derelict bungalow known as 58 Mason Street and benefits from a recent planning consent for the erection of a pair of three storey 3 bedroom semi detached houses. The property forms part of a predominantly residential area and Mason Street leads directly off Birmingham New Road, approximately two miles distance to the north of Dudley Town Centre.

Planning

Planning consent was granted by Dudley Metropolitan Borough Council (Ref: P14/0684) on 10th July 2014 for the erection of two dwellings. The Architect's plans approved with the consent detailed a pair of three storey semi detached houses having the following proposed accommodation:

Proposed Accommodation (Each Dwelling)

Ground Floor: Entrance Hall, Cloak Room with wc, Kitchen, Lounge, Dining Room

First Floor: Stairs and Landing, Bathroom with wc, Two Bedrooms

Second Floor: Stairs and Landing, Bedroom Three with En-suite Shower Room having wc

Outside:

Front and rear gardens with parking

Note: A copy of the planning consent is available from either the Auctioneers or from Dudley MBC website.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



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LOT 34

Freehold Shop/Residential Units - Part Income Producing
 *Guide Price: £225,000 - £249,000 (Gross Rental Income £15,600 pa)

769-771 Warwick Road, Tyseley, Birmingham, B11 2HA

**Property Description:**

The property is located on the southern side of Warwick Road (A41) close to its junction with Wharfedale Road (B4146) approximately four miles southeast of Birmingham City Centre.

The property is located in a mixed use retail and residential area and is close to a large Cousins Furniture Store.

The property comprises a two/three storey middle of terrace building of brickwork construction with a pitched slate roof. There are single storey extensions to the rear of the property. There is also a large, modern pre-fabricated warehouse building at the rear of the site.

The property provides a larger style ground floor retail unit and five letting bedrooms above, all of which are occupied and income producing.

The ground floor shop premises have been occupied as a furniture shop for an extended period and are offered with vacant possession. The upper floors provide significant rental income.

The property is likely to be of interest to owner-occupiers and private investors

Ground Floor

Retail Area - 76.8 sq.mtrs (827 sq.ft)
 Covered Yard,
 Toilet with WC and wash basin
 Warehouse 102.3 sq.mtrs (1101 sq.ft)

Total Net Internal Area Ground Floor - 179.1 sq.mtrs (1,928 sq.ft)

First Floor

Landing, Kitchen, Bathroom/toilet, Three Letting Bedrooms

Second Floor

Two Letting Bedrooms

Outside:

Yard and Toilet

Note

The auctioneers have not inspected the letting bedrooms and the information supplied has been provided by the Vendor

Tenancy Details

We are informed by the Vendor that the letting bedrooms are fully occupied and provide a schedule of income, as follows:

First Floor :

Room 3 - £70 per week
 Room 4 - £70 per week
 Room 5 - £60 per week

Second Floor

Room 1 - £50 per week
 Room 2 - £50 per week

Thus, the two upper floors provide a gross rental income of £15,600 per annum

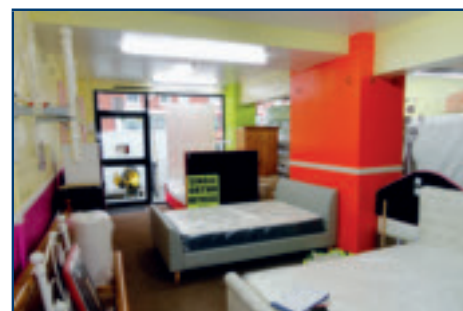
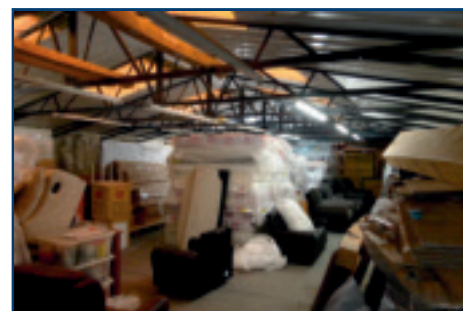
Completion Date: Completion will be 56 days from exchange of contracts or sooner by mutual agreement.

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 35

Freehold Vacant Possession

*Guide Price: £65,000 - £69,000

104 Shaw Road, Blakenhall, Wolverhampton, West Midlands WV2 3EP

Property Description:

A mid-terraced, three bedroom 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. Shaw Road is located off Wanderers Avenue which in turn is found off Dudley Road

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Cellar, Kitchen

First Floor

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

Second Floor

Having Bedroom Three

Outside:

Front Walled foregarden

Rear Small garden area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 36

Freehold Vacant Possession

*Guide Price: £135,000 - £145,000

1B Herbert Road, Handsworth, Birmingham, West Midlands B21 9AE

Property Description:

A semi-detached bungalow of brick construction surmounted by a tiled roof situated on a parcel of land extending to approximately 0.47 acres and accessed via a driveway adjacent to 1 Herbert Road or walkway adjacent to 155 Grove Lane. The property benefits from having well laid out accommodation and gas fired central heating however does require modernisation and improvement. The property/site maybe suitable for a variety of uses and all interested parties must please discuss any potential plans they have with Birmingham City Council.

Accommodation:
Ground Floor

Entrance Porch, Hallway, Lounge, Four Bedrooms, Kitchen and Bathroom having panelled bath with shower over, wash basin WC, Inner Lobby/Veranda, Sun Lounge and Shower Room

Outside:

(Front) Garden

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

Viewings – Via Cottons – 0121 247 2233



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



Please note: The property is currently surrounded by overgrown vegetation, the photo showing the bungalow was taken in 2004 and is for the purposes of identification only, all other photographs/plans are up-to-date.



Image taken 2004 (for identification purposes only)

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Tel 0121 247 2233

LOT 37

Freehold Vacant Possession

*Guide Price: £76,000 - £82,000

6 Woden Road, Wolverhampton, West Midlands WV10 0AU

Property Description:

A detached property of rendered brick construction surmounted by a tiled roof situated on a double width plot set back from the road behind a walled foregarden and side driveway giving access to a rear garage providing secure off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Woden Road is located off Cannock Road.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Inner Lobby, Kitchen and Wet Room having shower, wash basin and WC

First Floor

Two Bedrooms

Outside:

Front Walled foregarden and driveway allowing access to brick built garage to the rear proving secure off road parking

Rear Garden and Garage

Legal Documents

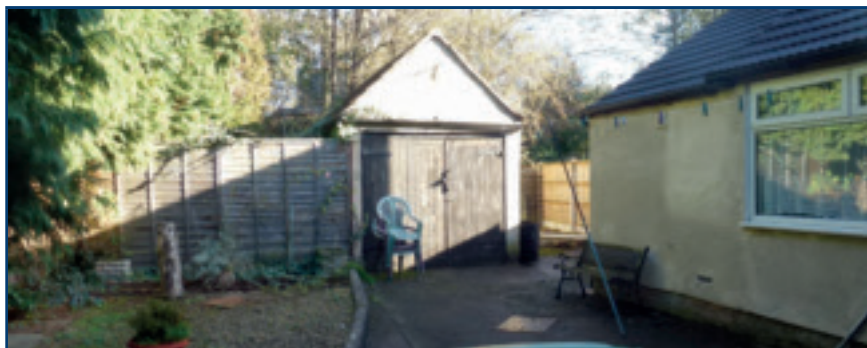
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Viewings

Via Cottons – 0121 247 2233



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



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LOT 38
Long Leasehold Office Investment Property
 *Guide Price: £275,000 - £300,000 + VAT

Unit 1, Ground Floor, The Boiler House, Electric Wharf, Sandy Lane, Coventry, CV1 4JB

Property Description:

The property forms part of an office development, located approximately ½ mile north of Coventry City Centre and 4 miles south of Junction 3 of the M6 Motorway.

Electric Wharf is an innovative, thriving development providing well-appointed business space or office accommodation designed to attract advertising, telecommunications, media and technology companies.

The Boiler House is located in a canal-side setting at the heart of the scheme which, itself is at the centre of continuing rejuvenation and regeneration in this improving District of Coventry.

The entire site is gated and secured with access being controlled by a keypad entry system.

The Boiler House is a mixed-use, five-storey office and residential building, of brickwork construction with metal cladding to the upper floors.

The ground floor is arranged to provide three well refurbished and converted office units, one of which comprises the subject premises, with the remaining units and the upper floors separately owned and occupied.

The subject premises comprise well-appointed office accommodation with double glazing, gas fired central heating, modern cabling, kitchen and toilet facilities.

The premises benefit from 13 allocated car parking spaces, supplemented by additional parking around the development.

Accommodation:
Ground Floor:

Floor Area: 302.0 sq m (3,251 sq ft)

Tenure

We are informed by the vendors the premises are held leasehold by way of a lease having an unexpired term of approximately 141 years, at an annual ground rent of one peppercorn.

The lease is subject to service charge provisions and interested parties should study the legal pack.

Tenancies

The premises are subject to a lease to ByBox Field Supports Limited for a term expiring 31st January 2017 at a rent of £30,000 per annum, exclusive, equating to £9.23 p.s.f. We are informed there are no break clauses within the lease and that the rent is fixed until expiration of the term.

Our Joint Agents, Bromwich Hardy, who are familiar with the office market in Coventry, report that comparable rental evidence is available demonstrating that it should be possible for the landlord to prove rental growth at contractual expiry of the lease. Interested parties should make their own enquiries.

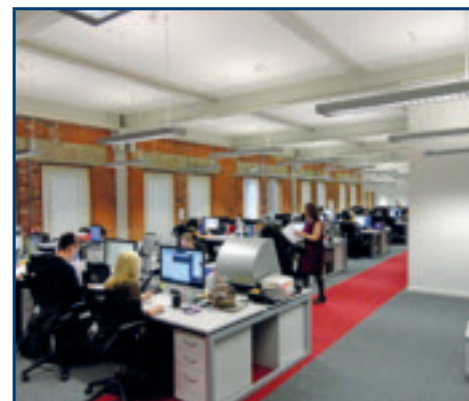
The entire premises are subject to a sub-lease to M J D Media Limited, trading as PlattForm. It is instructive to note that M J D Media or PlattForm occupy three other commercial buildings at Electric Wharf as both tenants and owner-occupiers, demonstrating inertia towards this location.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 39

Long Leasehold Office Investment Property *Guide Price: £275,000 - £300,000 + VAT

Ground & First Floors, The Cable Yard, Electric Wharf, Sandy Lane, Coventry, CV1 4JA



Property Description:

The property forms part of an office development, located approximately ½ mile north of Coventry City Centre and 4 miles south of Junction 3 of the M6 Motorway.

Electric Wharf is an innovative, thriving development providing well-appointed business space or office accommodation designed to attract advertising, telecommunications, media and technology companies.

The Cable Yard is in a canal-side setting, at the heart of the scheme which, itself is at the centre of continuing rejuvenation and regeneration in this improving District of Coventry.

The entire site is gated and secured with access being controlled by a keypad entry system.

The premises comprise the ground and first floors of a three-storey office building, where the second floor has been separately sold and is occupied by M J D Media Limited or PlattForm.

The premises have been well refurbished and converted for commercial use and are of three-storey brickwork construction with partial slate wall cladding and a pitched slate roof.

The premises are well fitted-out for commercial use, with double glazed windows, gas fired central heating, modern cabling, kitchen facilities and shared Male and Female toilets.

Each office unit benefits from two car parking spaces, so that there are a total of 8 spaces with the subject property. Shared use of additional parking is available around the development.

Accommodation:

Unit 1

Office: 53.6 sq m (577 sq ft)

Unit 2

Office: 52.0 sq m (560 sq ft)

Unit 3

Office: 53.6 sq m (577 sq ft)

Unit 4

Office: 52.0 sq m (560 sq ft)

Outside:

8 Car Spaces

Tenure

We are informed by the vendors, the premises are held leasehold by way of a lease having an unexpired term of approximately 141 years, at an annual ground rent of one peppercorn.

The lease is subject to service charge provisions and interested parties should study the legal pack.

The lease is subject to service charge provisions and interested parties should study the legal pack.



Tenancies

We are informed by the vendors that the individual units are subject to the following occupational leases:

Unit 1 - A lease to Computer Components Limited for a term of 6 years from 5th February 2013 at a rent of £7,500 per annum, exclusive.

Unit 2 - A lease to Advanced Energy Monitoring Systems for a term of 6 years from 1st September 2013 at a rent of £7,000 per annum, exclusive. The lease is subject to a break option in September 2016.

Unit 3 - A lease to MJD for a term of 2 years from 15th May 2013, at a rent of £7,000, per annum.

Unit 4 - Vacant.

Upon achieving a letting of Unit 4, the property has the potential of producing a gross rental income of £28,500, per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 40

Long Leasehold Office Premises with Vacant Possession

*Guide Price: £80,000 - £90,000 + VAT

Ground Floor, Unit 7, Edison Buildings, Electric Wharf, Sandy Lane, Coventry, CV1 4JA

Property Description:

The property forms part of an office development, located approximately ½ mile north of Coventry City Centre and 4 miles south of Junction 3 of the M6 Motorway. Electric Wharf is an innovative, thriving development providing well-appointed business space or office accommodation designed to attract advertising, telecommunications, media and technology companies.

The Edison Buildings are located at the gateway or heart of the scheme which, itself is at the centre of continuing rejuvenation and regeneration in this improving District of Coventry.

The entire site is gated and secured, with access being controlled by a keypad entry system.

The subject property comprises ground floor office accommodation, forming part of a two-storey building where the first floor premises have been separately sold.



The building is of two-storey brickwork construction and the accommodation has double glazed windows, modern cabling and use of shared toilet and kitchen facilities within the building.

The premises benefit from three allocated car parking spaces and additional car parking space is available within the development.

Accommodation:

Ground Floor

Office: 67.5 sq m (727 sq ft)

Outside:

Three car parking spaces.

Tenure:

We are informed by the vendors, the premises are leasehold and are held by way of a lease, having an unexpired term of approximately 141 years, at an annual ground rent of one peppercorn.

The lease is subject to service charge provisions and interested parties should study the legal pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 41

Freehold Residential Building Plot

*Guide Price: £56,000 - £62,000

Building Plot Fronting, Tiffeld Road, Yardley, Birmingham, B25 8JJ

Property Description:

A parcel of freehold land extending to an area of approximately 174sq.mtrs and situated to the rear of 410 Stockfield Road and fronting Tiffeld Road. Tiffeld Road is a cul-de-sac located off Mansfield Road which in turn can be found off Stockfield Road.

Accommodation:

Planning

Planning Consent was granted by Birmingham City Council (Ref 2014/04085/PA) and dated 10th of October 2014 for the erection of One Three Bedroom Detached Dwelling. The Architects drawings approved with the Planning Consent detailed a proposed dwelling with the following accommodation

Proposed Accommodation

Ground Floor

Entrance Hallway, Dining Room, Lounge, Kitchen, Utility Area, Bathroom having panelled bath, wash basin, WC and store

First Floor

Bedroom 1, Bedroom 2 and Family Bathroom having panelled bath, wash basin and WC

Second Floor

Bedroom 3 with En-suite, WC

Outside:

Front Parking for two vehicles

Rear Garden

Note

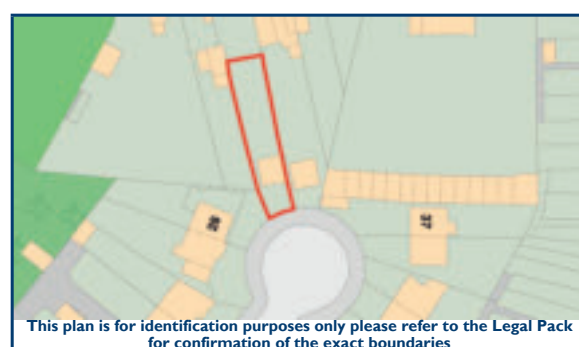
A copy of the Planning Consent is available from the Auctioneers or can be downloaded from Birmingham City Council Web Site

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 42

Prominent Freehold Retail Investment

*Guide Price: £145,000 - £160,000

58 & 58A Osmaston Road, Derby, Derbyshire, DE1 2HU



Property Description:

A freehold investment opportunity secured upon a three storey retail premises with living accommodation/storage over and having been substantially extended to the rear to provide a vehicular workshop. The property is situated prominently fronting Osmaston Road and forms part of the City Centre located a short distance to the north of the Ring Road/Lara Croft Way (A601) and is located adjacent to the junction with Sacheverel Street which provides rear vehicular access to a secure yard area located behind the workshop premises. The property benefits from gas fired central heating and UPVC double glazed windows to the upper floors.

Tenancy Information

The property is let trading as 'Bass Junkies' who have been in occupation since 2004, on a full repairing and insuring lease for a term of 5 years from 1st November 2012 at a current rental of £21,000 per annum

Ground Floor

Retail Shop: 42.29sq.mtrs (455sq.ft) L-shaped and comprising a Retail Show Room having roller shutter protection with behind counter storage, Corridor with access to Cellar and Living Accommodation, Rear Entrance Hall, Toilet with wc and wash basin, Store/Kitchenette: 10.46sq.mtrs (112sq.ft), Workshop: 46.42sq.mtrs (499sq.ft) with electric roller shutter

First Floor

Stairs and Landing, Bedroom One, Lounge, Dining Kitchen, Office

Second Floor

Bedroom Two, Bedroom Three, Bedroom Four, Shower Room with glazed shower, pedestal wash basin and wc

Outside:

Secure rear yard subject to right of way over and leading off Sacheverel Street

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

Viewings: Via Cottons – 0121 247 2233



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



LOT 43
Freehold Vacant Possession

*Guide Price: £45,000 - £50,000

Unit 5 Wolverhampton Central Trading Estate, Cable Street, Wolverhampton, West Midlands WV2 2HX
Property Description:

The property comprises a single storey brick built warehouse unit surmounted by a pitched tiled roof. The property is accessed via a pedestrian door fronting Cable Street and vehicular access with secure roller shutter via a tarmacadam shared driveway accessed through Wolverhampton Central Trading Estate. The warehouse is roughly square in shape and split into various sections and extends to an area of approximately 190 sq.mtrs. The property benefits from having UPVC double glazed windows to the front elevation. The Unit does require some modernisation and improvement. Cable Street is located off both Steelhouse Lane and Bilston Road.


Accommodation:

Main Workshop Space, Three further rooms, a shower room having shower cubicle and wash basin and two separate toilets.

Outside

Rear Vehicular Access via a shared tarmacadam Driveway

Gross Internal Area: 190sq.mtrs (2,045sq.ft)

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233


LOT 44
Freehold Ground Rent

*Guide Price: £12,000 - £14,000

219 Groveley Lane, Longbridge, Birmingham, West Midlands B31 4QB

Property Description:

A freehold ground rent secured upon a mid terraced house of brick construction surmounted by a hipped tile clad roof and situated in the residential suburb of Longbridge.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

The property is subject to a long lease for a term of 99 years from 25th December 1938 until 22th December 2037 and at a ground rent of £6 per annum

LOT 45
Freehold Ground Rent

*Guide Price: £3,000 - £3,500

12 Burns Crescent, Caldicot, Gwent NP26 4LP

Property Description:

A freehold ground rent secured upon a modern semi detached house of brick construction with pitched tile clad roof forming part of the residential suburb of Caldicot in Gwent.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

The property is subject to a long lease for a term of 99 years from 1st July 1963 at a ground rent of £15 per annum.

LOT 46

Freehold Investment
*Guide Price: £54,000 - £58,000

43 Hargreaves Street, Wolverhampton, West Midlands WV1 2TB

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having part UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings. Hargreaves Street is located off Bilston Road (A41). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £450 pcm (£5,400 per annum)

Accommodation:

Ground Floor

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

First Floor

Three Bedrooms

Outside:

Front: Walled Foregarden

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 47

Freehold Vacant Office Premises
*Guide Price: £90,000 - £98,000

255 Hospital Street, Birmingham, West Midlands B19 2YF

Property Description:

A substantial two storey brick built office premises surmounted by a pitched tile clad roof and converted from a former workshop to provide flexible and well laid out accommodation extending to a gross internal area of 295.67sq.mtrs (3,182sq.ft) and benefiting from gas fired central heating and forecourt parking. The property is situated in a courtyard which has secure gated access from Hospital Street and which leads directly to New John Street West forming part of Birmingham Ring Road (A4540). The property is conveniently accessed within approximately half a mile distance to the A38M Expressway which leads to the M6 Motorway (junction 6)

Accommodation:

Ground Floor

Entrance Hall, Reception Hall with walk-in Store Room, Eight Various Offices/Rooms, Lobby, Wash Room, Ladies and Gents Toilets and boiler cupboard.

First Floor

Stairs and Landing, Six Various Offices/Rooms, Lobby, Kitchen, Ladies and Gents Toilets

Outside:

Forecourt car parking area

Gross Internal Area

Ground Floor: 149.83sq.mtrs (1,612sq.ft)

First Floor: 145.84sq.mtrs (1,569sq.ft)

Total: 295.67sq.mtrs (3,182sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 48
Freehold Vacant Possession

*Guide Price: £95,000 - £105,000

221 Walford Road, Birmingham, West Midlands B11 1QJ
Property Description:

A four bedroomed end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Walford Road in between the junctions of Fallows Road and Golden Hillock Road.

Accommodation:
Ground Floor

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

First Floor

Bedrooms 1 and 2, Bathroom having panelled bath, wash basin and WC

Second Floor

Bedrooms 3 and 4

Outside:

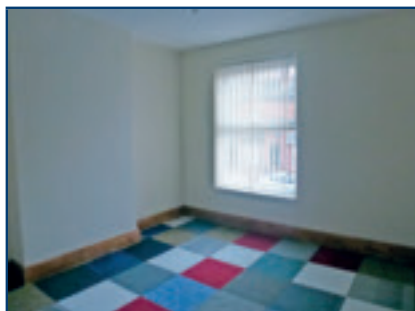
Front Walled foregarden
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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LOT 49

Leasehold Retail/Residential Investment Property

*Guide Price: £90,000 - £100,000 (Gross Rental Income: £16,400 Per Annum)

4 Wheeler Street, Newtown, Birmingham, B19 2ER



Property Description:

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

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

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

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

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

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

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

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

The entire property is let, subject to two separate leases or tenancies, and is offered as an income producing investment.

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

Accommodation:

Ground Floor

Shop: 45.0 sq m (485 sq ft)

Understairs Store: 1.3 sq m (14 sq ft)

Store: 2.8 sq m (30 sq ft)

Toilet with WC and wash basin.

Preparation Area: 10.2 sq m (109 sq ft)

Total Net Internal Area, Ground Floor: 59.3 sq m (638 sq ft)

First Floor (Self-contained Flat):

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

Outside:

Single car garage (interior not inspected).

Title Information

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

Tenancy Details

We are informed by the Vendor the ground floor lock-up shop premises are subject to a tenancy at a rent of £200 per week, equating to £10,400, per annum.

We are further informed the first floor flat, 4A Wheeler Street, is subject to an Assured Shorthold Tenancy at a rent of £500 per calendar month.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons - 0121 247 2233

LOT 50
Freehold Former Public House - Redevelopment Opportunity

*Guide Price: £86,000 - £92,000

Former Perrott Arms Public House, 2 Birmingham Road, Oldbury, West Midlands B69 4ED
Property Description:

A former public house of brick construction surmounted by a tiled roof located on the Birmingham Road (A457). The property is in a poor state of repair and Planning Consent was granted by Sandwell Metropolitan Borough Council on 7th December 2011 for conversion into four self-contained two bedroomed flats. The property is located on Birmingham Road (A457) prominently on the corner of Flash Road and the property is within walking distance to Oldbury Shopping Centre

Planning

Planning Consent was granted by Sandwell Metropolitan Borough Council (Ref DC/11/53926) and dated the 7th of December 2011 for change of use from a public house (ground floor) and residential (first floor) to four two bedroomed flats with parking to rear. The planning consent was for a period of three years from the date of approval and all parties should contact the local planning department at Sandwell MBC prior to bidding to discuss the current planning status.


Legal Documents

 Available at www.cottons.co.uk
Viewings

External Only


LOT 51
Two Long Leasehold Investment Flats

*Guide Price: £70,000 PLUS

By Instruction of the Joint LPA Receivers
72A & 72B Deans Road, Wednesfield, Wolverhampton, West Midlands WV1 2BH
Property Description:

A pair of purpose built leasehold flats contained in a two storey detached development of brick construction with tile clad roof and set back from Deans Road behind a lawned foregarden. Each flat provides well laid out accommodation benefiting from separate meters, UPVC double glazing and gas fire central heating. The properties form part of a predominantly residential area and Deans Road is situated directly off Wolverhampton Road (A4124) conveniently within approximately half a mile from New Cross hospital and one and a half miles from Wolverhampton City Centre.

Tenancy Information

72A: Currently let on a periodic shorthold tenancy at a rent of £4,500 per annum

72B: Currently let on a periodic shorthold tenancy at a rent of £5,500 per annum although the tenant has served notice to vacate prior to the auction sale.

Accommodation:

Ground Floor: Shared Entrance Hall
72A Deans Road

Entrance Hall, Kitchen with a range of fitted

units, Lounge, Lobby, Double Bedroom, Bathroom with modern suite having panelled bath with shower over, pedestal wash basin and wc

First Floor: Stairs and Landing

72B Deans Road

Entrance Hall, Kitchen with a range of fitted units, Lounge, Lobby, Double Bedroom, Bathroom with modern suite comprising panelled bath with shower over, pedestal wash basin and wc

Outside:

Lawned gardens to front and rear

Tenure

Each flat is subject to a Long Lease as follows:

72A Deans Road: Lease Term 99 Years from 24th May 1976

Ground Rent: £35 per annum

72B Deans Road: Lease Term 99 years from 26th October 1976

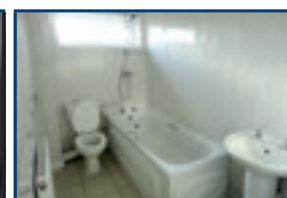
Ground Rent: £35 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 52

Freehold Land

*Guide Price: £10,000 - £20,000 + VAT

By Instruction of the Joint LPA Receivers

Land, Manor Way, Halesowen, West Midlands B62 8RJ

Property Description:

A parcel of Freehold land prominently located adjacent to a Petrol Station and directly opposite an Audi dealership. The site itself extends to approximately 0.53 Acres (0.21 Ha) and has a substantial frontage of approximately 50 metres facing Manor Way. The land is situated virtually opposite the junction of Manor Lane, approximately three quarters of a mile distance from both the M5 motorway (junction 3) and from Halesowen Town Centre.

Planning

The site previously contained 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 within the designated 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.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only



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LOT 53

Leasehold Vacant Possession

*Guide Price: £10,000 - £15,000

Flat 7 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

Property Description:

A one bedroom purpose built flat situated on the second floor of a five storey development known as Stockton Court and accessed by way of a driveway leading off Mason Street. The property benefits from part uPVC double glazed windows and is in need of refurbishment and modernisation. Mason Street leads directly off Birmingham New Road (A4123) and the property is located approximately two miles distance to the north of Dudley Town Centre.

Accommodation:

Ground Floor

Communal Entrance and Stairs to:

Second Floor

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

Outside:

Communal grounds and car parking

Leasehold Information:

Lease Term: 99 Years from 24 June 1978
Ground Rent: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 54

Freehold Vacant Possession

*Guide Price: £40,000 - £45,000

14 Essex Street, Walsall, West Midlands WS2 7AU

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof benefiting from mostly UPVC double glazed windows, requiring complete modernisation and improvement throughout. Essex Street forms part of an established residential area and is located directly off Bloxwich Road (B4210) within approximately three quarters of a mile distance to the north of Walsall Town Centre.

Accommodation:

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with bath having shower over, wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Foregarden

Rear: Concrete paved yard, shared rear pedestrian access and separate garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 55

Freehold Vacant Possession

*Guide Price: £40,000 - £47,000

136 Berkeley Road East, Hay Mills, Birmingham, West Midlands B25 8NT

Property Description:

A semi detached house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a foregarden and requiring complete repair and refurbishment throughout. Berkeley Road East forms part of a predominantly residential area and leads directly off Coventry Road (A45) which provides access to a range of local amenities and services.

Accommodation:

Ground Floor

Entrance Hall, Living Room, Pantry, Kitchen, Lobby, Bathroom with bath and wash basin, Separate WC

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Foregarden set behind a mature privet hedge, pedestrian side access to rear

Rear: Overgrown garden

Note: The property is in a poor state of repair and all parties viewing must do so with utmost caution and entirely at their own risk. Neither the Vendors nor Auctioneers accept liability for any injury or harm caused.

















Legal Documents:

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Viewings:

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Lot 5	Lot 12	Lot 14	Lot 17	Lot 19
<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 6th November 2014. This will be added to the Legal Pack and available on our website</p>			<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 14th November 2014. This will be added to the Legal Pack and available on our website</p>	
Lot 25	Lot 30	Lot 31	Lot 34	Lot 40
				
Lot 38	Lot 39	Lot 39	Lot 39	Lot 39
		<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 12th November 2014. This will be added to the Legal Pack and available on our website</p>		<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 12th November 2014. This will be added to the Legal Pack and available on our website</p>
Lot 39	Lot 42	Lot 43	Lot 47	Lot 49



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JIB183.10.13

Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

G4. Title and identity

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

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

- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.
- (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

- (a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and
- (b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

(a) so state; or

(b) give no details of any **arrears**.

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

G18.3 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

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