

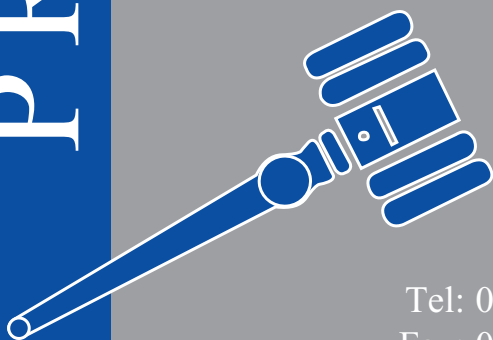
PROPERTY AUCTION

Cottons

Chartered Surveyors

**THURSDAY
3RD DECEMBER 2009
AT 11.00 AM**

**ASTON VILLA
FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE**



Tel: 0121 247 2233

Fax: 0121 247 1233

E-mail: auctions@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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 at the Vendors Solicitors office, 5 working days before the sale and may also be inspected in the sale-room prior to the auction sale 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. Your legal adviser will 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.

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 fitments, drains and any other pipework, appliances and electrical fitments. 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.

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

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 If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.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

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

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

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

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

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

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

FOOTNOTE

If you have never been to an auction before or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. We will do our utmost to help.

Auction Sale

62 LOTS

Comprising a range of Residential and Commercial Vacant and Investment Properties along with Potential Redevelopment sites, Land, Ground Rents, Garage site and Four Former Public Houses:

- 24 Freehold Vacant Residential Properties
- 3 Residential Investment Properties
- 5 Leasehold Vacant Residential Properties
- 12 Freehold Vacant Commercial Properties
- 3 Leasehold Commercial Investment Property
- 2 Potential Redevelopment sites
- 4 Parcels of Freehold Land
- 2 Leasehold Vacant Commercial Property
- 2 Freehold Ground Rents
- 4 Freehold Former Public Houses
- 1 Freehold Garage Site

ORDER OF SALE

Lot	Property	
1	148 South Road, Erdington	Freehold Vacant Residential
2	38 Parkes Street, Smethwick	Freehold Vacant Residential
3	36 Powell Street, Wolverhampton	Leasehold Vacant Residential
4	245 Staveley Road, Wolverhampton	Freehold Vacant Residential
5	13 Buffery Road, Dudley	Freehold Vacant Residential
6	67 Hilton Road, Lanesfield, Wolverhampton	Freehold Vacant Residential
7	23 Lomond Road, Dudley	Freehold Residential Investment
8	Unit 1, Albion Business Park, Spring Road, Smethwick	Freehold Vacant Commercial
9	70 Leicester Street, Wolverhampton	Leasehold Vacant Residential
10	2 Uplands Grove, Willenhall	Freehold Vacant Residential
11	261 Gillott Road, Edgbaston	Freehold Vacant Residential
12	Flat 42 Normanton Tower, Portfield Grove	Leasehold Residential Investment
13	5 St. Clements Road, Nechells	Freehold Vacant Commercial
14	Units 1 - 5, Hatton Rock Bus Centre, Stratford-Upon-Avon	Freehold Vacant Commercial
15	36 & 38 Colley Lane, Halesowen	Freehold Vacant Residential
16	44 Hungary Hill, Stourbridge	Leasehold Vacant Residential
17	70 Fairway Green, Bilston	Freehold Vacant Residential
18	22 Clarendon Road, Edgbaston	Freehold Residential Investment
19	Riverside Cottage, Lea Lane, Wolverley, Kidderminster	Freehold Vacant Residential
20	169 Tyndale Crescent, Great Barr	Freehold Vacant Residential
21	Unit 5 Bromley Street, Stourbridge	Leasehold Vacant Commercial
22	3 High Street, Market Drayton, Shropshire	Freehold Vacant Commercial
23	The Duke Of Wellington, 46 Birmingham Street, Walsall	Freehold Former Public House
24	The Royal Oak, Lord Street, Walsall	Freehold Former Public House
25	91 - 92 Fernwood Drive, Rugeley, Staffordshire	Freehold Vacant Commercial & Flat
26	The Peacock Public House, 25 Darwin Street, Highgate	Freehold Former Public House
27	The Wheel, 96 Lindon Road, Brownhills, Walsall	Freehold Former Public House
28	26 Milcote Drive, Sutton Coldfield	Freehold Vacant Residential
29	36 Arboretum Road, Walsall	Freehold Residential Investment
30	67 Malthouse Lane, Washwood Heath	Freehold Vacant Residential
31	29 Adderley Street, Deritend	Freehold Vacant Commercial
32	Fgr Investment, Houghton Court, Priory Road, Hall Green	Freehold Ground Rents
33	10 Bournville Lane, Stirchley	Freehold Vacant Commercial
34	Land Former Rough Hill Works, Durberville Road, Wolv	Freehold Development Land



35	Land Rear Of 251-257 Alvechurch Road, West Heath	Freehold Development land
36	51 Village Road, Birmingham	Freehold Vacant Residential
37	Land And Fgrs At 8 Alcester Road, Moseley	Freehold Ground Rents
38	1529/1531 Pershore Road, Stirchley	Freehold Vacant Commercial
39	79 Eyre Street, Birmingham	Freehold Vacant Commercial
40	26 Daley Close, Birmingham	Freehold Vacant Residential
41	15b Durberville Road, Wolverhampton	Leasehold Residential Investment
42	Land & Buildings Off Shaw Road, Bushbury	Leasehold Commercial Investment
43	74 Church Road, Aston, Birmingham	Leasehold Vacant Commercial
44	15 Steward Street, Ladywood	Freehold Vacant Commercial
45	Plot Sba30 Little Green Lane, Severn Beach, South Glos.	Freehold Land
46	Land Rear Of 163 Newborough Road, Hall Green	Freehold Land
47	81 Himley Road, Dudley	Freehold Vacant Residential
48	85 Himley Road, Dudley	Freehold Vacant Residential
49	38 Franklin Road, Bournville	Freehold Vacant Residential
50	59 Hart Road, Erdington	Freehold Vacant Residential
51	Strategic Land Off Wolverhampton Road, Oldbury	Freehold Land
52	Strategic Land Off Midhill Drive, Rowley Regis	Freehold Land
53	68 Corser Street, Dudley	Freehold Vacant Residential
54	56 Moorfield Road, Brockworth, Gloucester	Leasehold Vacant Residential
55	21 Harrowby Place, Willenhall	Freehold Vacant Residential
56	4 Junction Road, Audnam, Stourbridge	Leasehold Vacant Residential
57	65 Grange Road, West Bromwich	Freehold Vacant Residential
58	81 Alum Rock Road, Saltley	Freehold Vacant Commercial
59	36 Bennetts Road South, Keresley, Coventry	Freehold Vacant Commercial
60	6 Lock Up Garages, Turner Road, Long Eaton	Freehold Garages
61	35 Hunter Street, Burton-On-Trent	Freehold Vacant Residential
62	51 Camp Lane, Kings Norton	Freehold Vacant Residential

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

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

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Auction Manager Alison J. Bosworth

Auction Team Peter C. Longden FRICS, Mark M. Ward AssocRICS
Kevin Hogan, Nada Turton, Jane Moran, Sharon O'Malley MNAEA,
Tricia Doyle, Hughie McCourt and Derek Dolphin.



IMPORTANT NOTICE

PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

New Money Laundering Regulations have been introduced by the Government affecting Auctioneers from 1st March 2004 and 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**
- **Debit 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 Payments** (Please note we only accept Visa and MasterCard)
(credit card payments are subject to a surcharge of 2%)

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

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

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

MISREPRESENTATION ACT

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

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



LOT 1

Freehold Vacant Possession

**148 South Road,
Erdington,
Birmingham B23 6EL**

Property Description:

A traditional three storey mid terraced house of brick construction surmounted by a pitched slate clad roof, offering extensive accommodation which benefits from four double bedrooms but requires complete modernisation and repair throughout. South Road leads directly off Reservoir Road (A4040) and the property is conveniently within a third of a mile distance from both Erdington High Street which provides access to a wide range of retail amenities and services and Erdington Railway Station.



Accommodation:

Ground Floor:

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

First Floor:

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

Second Floor:

Stairs to Bedroom Four (double)

Outside:

(Front) Small foregarden
(Rear) Yard and garden with brick stores

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 2

Freehold Vacant Possession

**38 Parkes Street,
Smethwick,
West Midlands B67 6AZ**

Property Description:

A traditional mid terraced house of rendered brick construction surmounted by a pitched slate clad roof, benefiting from mostly double glazed windows and three bedrooms but requiring modernisation and improvement throughout. The property occupies an elevated position and Parkes Street is accessed directly off The Uplands and the property is conveniently within approximately half a mile distance from a wide range of retail amenities located on Bearwood Road.



Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double) intercommunicating with Bedroom Three (single)

Outside:

(Front) Paved foregarden
(Rear) Yard, brick stores and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



36 Powell Street, Wolverhampton WV10 0BN

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched interlocking tile clad roof, requiring complete modernisation and repair. Powell Street leads off Cannock Road (A460) and the property is conveniently within approximately half a mile distance from New Cross Hospital and one mile distance from Wolverhampton City Centre.

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two; intercommunicating with Bathroom having panelled bath, pedestal wash basin and wc

Outside:

(Front) Walled foregarden, shared side access to rear

(Rear) Yard with brick store and separate rear garden

Leasehold Information:

Lease Term: The grant of a new 99 year lease from the date of completion



Ground Rent: £250 per annum (escalating every 20 years)

Important Note: An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option must be exercised by 5th February 2010. Please refer to the legal pack for full details.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

245 Staveley Road, Wolverhampton WV1 4RH

Property Description:

A freehold semi detached property of traditional brick construction. The property benefits from majority Gas Fired Central Heating but otherwise would benefit from complete modernisation and improvement. Staveley Road itself runs directly off Waterloo Road which in turn runs directly off Ring Road St. Andrews (A4150).

Accommodation:

Ground Floor:

Reception Hall, Two Reception Rooms, Kitchen and Bathroom with Separate WC

First Floor:

Stairs and Landing and Three Bedrooms

Outside:

(Front) Walled Foregarden

(Rear) Lawned garden with brick built wc



Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 5**Freehold Vacant Possession****13 Buffery Road, Dudley,
West Midlands DY2 8EA****Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road in a slightly elevated position behind a walled foregarden. The property benefits from having well laid out accommodation and UPVC double glazed windows however does require some modernisation and improvement along with the provision of a bathroom. Buffery Road can be located off Dixons Green Road (B4171) and the property is within approximately half a miles distance from Dudley Town Centre.

Accommodation:**Ground Floor:**

Lounge, Kitchen/Diner, Rear Porch, stairs to first floor

First Floor:

Two Bedrooms, stairs to second floor

Second Floor

Bedroom 3

**Outside:**

(Front) Walled foregarden
(Rear) Garden and brick built store

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 6**Freehold Vacant Possession****67 Hilton Road,
Lanesfield,
Wolverhampton
WV4 6DT****Property Description:**

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof and benefiting from recent redecoration, UPVC double glazing, gas fired central heating and modern kitchen and bathroom fitments. Hilton Road is situated via Walton Road off Birmingham New Road (A4123) and the property lies within approximately one and a half miles distance to the south of Wolverhampton City Centre.

Some satellite navigation systems have incorrectly placed this postcode in Featherstone. Please ensure you are following directions to WV4 6DT that is located in Lanesfield, to the South of Wolverhampton City Centre, off the A4123.

Accommodation:**Ground Floor:**

Entrance Hall, Lounge, Kitchen, Bathroom and Lobby with separate WC off

First Floor:

Stairs and Landing, Three Bedrooms

**Outside:**

(Front) Lawned foregarden with pedestrian side access to the rear
(Rear) Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



23 Lomond Road, Dudley, West Midlands DY3 3RY

Property Description:

A modern mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC replacement windows, gas fired central heating and three bedrooms. Lomond Road leads off Warren Drive which in turn leads off Northway. The property is located approximately three quarters of a mile distance from Sedgley Town Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £375 per calendar month (£4,500 per annum).

Accommodation:

Ground Floor:

Reception Hall, Dining Kitchen, Full Width Lounge

First Floor:

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



Outside:

(Front) Foregarden

(Rear) Yard, lawned garden, brick store and rear pedestrian access

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction **Thursday 18th February 2010 at Aston Villa Football Club, Aston Villa, Birmingham.** please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk



COTTONS
THE AUCTIONEERS





Unit 1, Albion Business Park, Spring Road, Smethwick B66 1LY

Property Description:

A modern purpose built industrial unit forming part of a Business Park located to the eastern end of Spring Road. The property forms part of a terrace of similar units and is of portal framed construction with brick/block walls having roller shutter protection to the main openings. The property is ideally suited as a starter unit or commercial investment and offers accommodation on both the ground floor along with a substantial mezzanine floor. Spring Road leads off Spon Lane South and the property is conveniently within approximately one mile distance from the M5 Motorway (junction 1)

Accommodation:

Ground Floor:

Workshop: 97.33sq.mtrs (1,047sq.ft) having loading bay with roller shutter protection, side access door, kitchen and cloak room with wc and wash basin

Mezzanine Floor: 78.51sq.mtrs (845sq.ft) with stairs and landing area, three partitioned offices and store room

Outside:

Estate parking

Vendors Solicitors:

Refer to Auctioneers

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.

Acceptable payment methods are as follows:

- Bank/Building Society Draft
- Personal/Company Cheque
- Debit 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 Payments

(Credit card payments are subject to a surcharge of 2%)

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



**70 Leicester Street,
Wolverhampton
WV6 0PR**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof having been extended to the rear and benefiting from gas fired central heating. The property is situated close to the junction with Gloucester Street and Leicester Street forms part of a traditional residential area located within approximately one third of a mile distance from West Park and half a mile distance from Wolverhampton City Centre.

Accommodation:

Ground Floor:

Entrance Hall, Living Room, Large Kitchen with extensive range of units

First Floor:

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

Outside:

(Front) Small foregarden
(Rear) Partly covered patio and garden

Leasehold Information:

Lease Term: The grant of a new 99 year lease from the date of completion



Ground Rent: £250 per annum (escalating every 20 years)

Important Note: An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option must be exercised by 5th February 2010. Please refer to the legal pack for full details.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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LOT 10**Freehold Vacant Possession****2 Uplands Grove,
Willenhall, West
Midlands WV13 3PE****Property Description:**

A semi detached property of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and paved driveway allowing for off road parking. The property offers well laid out accommodation however does require modernisation and improvement. Uplands Grove is located off Uplands Avenue which in turn is found off Uplands Road. The property is within approximately one and a half miles from Wolverhampton City Centre.

Accommodation:**Ground Floor:**

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

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

**Outside:**

(Front) Lawned foregarden and paved driveway

(Rear) Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 11**Freehold Vacant Possession****261 Gillott Road, Edgbaston, Birmingham B16 0RX****Property Description:**

A traditional detached house of predominantly brick construction surmounted by a hipped tile clad roof, having a rear ground floor extension and benefiting from gas fired central heating, mostly UPVC double glazed windows and garage but requiring modernisation and improvement throughout. The property is situated between the junctions of Selwyn Road and Rotton Park Road and forms part of an established residential area, conveniently located within approximately two miles distance to the west of Birmingham City Centre.

Accommodation:**Ground Floor:**

UPVC Double Glazed Porch, Reception Hall, Front Reception Room, Rear Reception Room opening to an

extended Dining Room, Utility Room/ Rear Entrance, Kitchen, Lobby having access to Garage and Separate wc

First Floor:

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

Outside:

(Front) Full width block paved forecourt set back behind a mature privet hedge and providing access to side garage
(Rear) Small yard and a large predominantly lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



**Flat 42 Normanton
Tower, Lyndhurst
Estate, Portfield Grove,
Erdington, Birmingham
B23 5UB**

Property Description:

A well laid out two bedroom flat situated on the sixth floor of a purpose built block and benefiting from gas fired central heating. Portfield Grove is located off Beechmount Road close to where the Sutton Road and Chester Road meet. The property is also approximately within three quarters of a mile from the main High Street in Erdington which provides a wide range of shops and amenities. The property is currently let on an Assured Shorthold Tenancy at a rental of £368 per calendar month (£4,416 per annum).

Accommodation:

Ground Floor:

Communal Entrance, Lifts and Stairs

Sixth Floor

Entrance Hallway, Reception Room, Kitchen, Two Bedrooms, Shower Room having shower cubicle, pedestal wash basin, and WC.



Outside:

Communal gardens and parking

Term: 125 Years from 8 August 1994

Ground Rent: £10 per annum

Service Charge: Refer to legal pack

Vendors Solicitors:


Refer to Auctioneers

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.

Service Provided By The Essential Information Group Ltd

www.eigroup.co.uk 0870 112 30 40

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.





5 St Clements Road, Nechells, Birmingham B7 5AF

Property Description:

A valuable freehold commercial premises comprising of a self contained two storey modern purpose built office building along with a detached portal framed industrial building which has been informally subdivided. The properties occupy a triangular shaped site which extends to an area of approximately 0.635 acres (0.257hectares) providing ample car parking and storage facility and benefits from dual gated access off St Clements Road allowing for separation of the industrial and office buildings. The majority of property is offered for sale with vacant possession however part of the industrial building is currently let on 12 month lease which expires in July 2010 at a rental of £2,000 per calendar month (£24,000 per annum). St Clements Road contains a range of industrial premises and is situated directly off Nechells Park Road. Aston Express Way is within approximately two thirds of a mile distance which provides direct access to the M6 Motorway (junction 6).

Accommodation:

Office Building:

A two storey building of modern cavity brick construction surmounted by a hipped tile clad roof and subdivided into nine well laid out offices with ancillary accommodation. The property benefits from UPVC double glazed

windows, gas fired central heating along with ample off road parking.

Ground Floor:

Reception Hall, Inner Hall, Four Private Offices and Ladies and Gents Toilets

First Floor:

Stairs and Landing/Hallway, Five Offices (Office 5 and 6 combined), Store Room and Kitchen

Gross Internal Area: 284sq.mtrs
(3,061sq.ft)

Industrial Building/Workshop

Steel portal framed industrial unit informally subdivided into Two Workshops and benefiting from 3 Phase Electricity and Yard providing ample parking and storage

Ground Floor

Unit One:

Reception Hall, Lobby, Ladies and Gents Toilets, Staff Room/Kitchenette, Three Private Offices, Workshop with open store, Secure Store and a Mezzanine Floor extending the full length of the building

Unit Two:

Workshop with roller shutter doors and Office

Gross Internal Area: 295sq.mtrs
(3,185sq.ft)

Mezzanine: 137.5sq.mtrs (1,480sq.ft)



Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



COTTONS
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Units 1 – 5, Hatton Rock Business Centre, Hatton Rock, Stratford-Upon-Avon CV37 0NU

Property Description

A valuable opportunity to purchase a Business Park located in rural Warwickshire and comprising of a courtyard development of five workshop/warehouse units, set back behind a large yard area which provides parking and loading facilities. Each of the individual units are of brick and block work construction surmounted by a domed sheeted roof with the exception of unit 5 which is of portal framed construction with block work and sheet clad walls and roof. All units benefit from roller shutter doors providing vehicular access. Hatton Rock Business Centre is situated within the rural hamlet of Hatton Rock close to the village of Hampton Lucy and historic Charlecote Park. The properties are conveniently located within approximately three miles distance to the north of Stratford-Upon-Avon, five miles distance to the south of Warwick and within approximately three and a half miles distance from the M40 Motorway, Longbridge Island (junction 15).

Accommodation

Unit 1:	242sq.mtrs (2,610sq.ft)
Unit 2:	250sq.mtrs (2,698sq.ft)
Unit 3:	250sq.mtrs (2,698sq.ft)
Unit 4:	250sq.mtrs (2,698sq.ft)
Unit 5:	671sq.mtrs (7,228sq.ft)

Total Gross Internal Floor Area:
1,663sq.mtrs (17,932sq.ft)

Outside

External yard/car parking area adjacent to Unit 1, enclosed courtyard providing parking and loading access and vehicular access to a further yard/storage area located to the rear of Unit 5

Total Site Area: 0.387 hectares (0.957 acres)

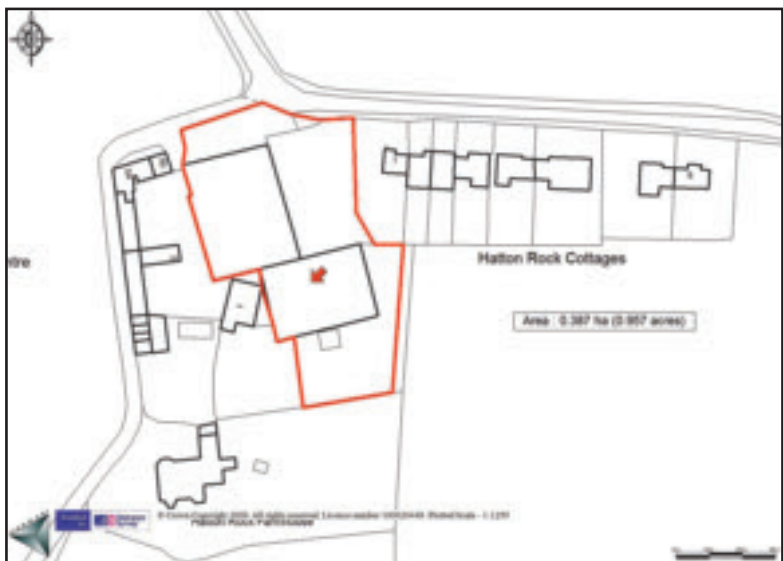
Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233 or
Shepherd Commercial - 01564 778890







36 & 38 Colley Lane, Halesowen, West Midlands B63 2TL

Property Description:

A pair of semi detached properties of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. Both properties are accessed via a shared entry tunnel and both benefit from having double glazed windows and gas fired central heating. Colley Lane is located off Park Road (A458) which gives direct access into Halesowen Town Centre being within approximately a mile and a quarters distance.

Accommodation:

36 Colley Lane, Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Rear Lobby and Bathroom having panelled bath, WC and wash basin, stairs to first floor

First Floor:

Landing, Three Bedrooms

Outside:

(Front) Walled foregarden
(Rear) Lawned garden

38 Colley Lane, Ground Floor

Lounge, Dining Room, Kitchen, stairs to landing

First Floor:

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

Outside:

(Front) Walled foregarden
(Rear) Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LG LEX ALLAN & GROVE

44 Hungary Hill, Stourbridge, West Midlands DY9 7PU

Property Description:

A semi detached house of part rendered brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows (except utility room) and external doors, modern kitchen and bathroom fitments and off road parking. Hungary Hill leads directly off Stourbridge Road (A458) and the property is located conveniently within three quarters of a mile distance to the east of Stourbridge Town Centre.

Accommodation:

Ground Floor:

Entrance Hall, Front Reception Room, Dining Kitchen with a range of modern units, Utility Room

First Floor:

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

Outside:

(Front) Foregarden with paved hard standing providing off road parking, side access to rear
(Rear) Patio and lawned garden

Leasehold Information

Lease Term: The grant of a new 99 year lease from the date of completion

Ground Rent: £250 per annum
(escalating every 20 years)

Important Note: An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option must be exercised by 5th February 2010. Please refer to the legal pack for full details



Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit card

(credit card payments subject to a surcharge of 2%)

Personal/Company Cheque

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

If you have any questions regarding Deposit payment then please
contact our Auction Department prior to the Sale day.





**70 Fairway Green, Bilston, West Midlands
WV14 6DE**

Property Description:

An end terraced property surmounted by a tile clad roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazed windows and gas fired central heating. Fairway Green is located off Marchant Road which in turn can be found off Greens Lane. The property is within approximately half a miles distance from the main shopping centre located in Bilston.

First Floor:

Three Bedrooms and Bathroom having panelled bath (No further fitments).

Outside:

(Front) Lawned foregarden
(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby and WC, stairs to first floor

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22 Clarendon Road, Edgbaston, Birmingham B16 9SE

Property Description

A substantial three storey detached residence of rendered brick construction surmounted by a pitched replacement tile clad roof and set back from the road behind a tarmacadamed forecourt providing off road parking. The property provides a valuable investment opportunity and was converted in approximately 1990 into five well laid, out self contained flats, three which are currently vacant and two which have been sold on long leasehold interests, the lessees being responsible for the payment of a ground rent. The property is generally in a well maintained condition and all flats benefit from separate meters. flat 1, 4 and 5 benefit from double glazed windows and separate gas fired central heating systems (Flats 2 and 3 have not been inspected). Clarendon Road forms part of an established and highly regarded residential area and comprises of a no through road accessed from Vernon Road which in turn leads off Portland Road (B1425). The property lies within approximately one and a quarter of a mile distance to the west of Birmingham City Centre.

Freehold Ground Rent Income:

Flats 2 and 3 are currently let on long leasehold interests, each for a term of 125 years which commenced on 1st January 2007 at a current ground rent of £150 per annum each (escalating during the term)

Total Current Ground Rent Income:

£300 per annum

Accommodation

Ground Floor

Shared Reception Hall with security door entry system,

Flat 1:

Lounge, Hallway, Kitchen, Bedroom, Bathroom with corner bath, wash basin and wc

Flat 2:

Not Applicable

First Floor

Stairs and Landing

Flat 3:

Not Applicable

Flat 4:

Lounge, Bedroom One, Kitchen, Hallway with internal spiral staircase leading to landing/Study Area, Bedroom Two, Bathroom with corner bath, wash basin and wc

Second Floor

Stairs to:

Flat 5: Lounge, Kitchen, Two Bedrooms, Bathroom with bath, wash basin and wc

Outside

(Front) Tarmacadamed forecourt providing off road parking, gated vehicular access to large tarmacadamed side yard
(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Riverside Cottage, Lea Lane, Wolverley, Kidderminster, Worcestershire DY10 3RL

Property Description:

A unique opportunity to purchase a smallholding enjoying a delightful riverside location and comprising of a two storey detached cottage, double garage, two substantial brick built garages/workshops with ancillary accommodation over, single storey workshop/former forge, surrounding gardens and pasture land which includes a small lake and extends to an area of approximately 7.8 acres. Riverside Cottage is set back from Lea Lane and is approached by way of a private gated driveway which leads through the courtyard and onto the cottage which has separate gated access. Lea Lane itself leads directly off Wolverley Road (A41896) at the junction with the Lock Inn Public House. Kidderminster Town Centre is within approximately two and a half miles distance to the south.

Planning

The property known as the Forge was subject to an enforcement notice issued by the local planning department at Wyre Forest District Council for a breach of planning control. The vendor has now completed all works to the satisfaction of the enforcement officer and the notice has been complied with.

Accommodation

Riverside Cottage

Ground Floor

Reception Hall, Store/Boiler Room with floor mounted oil fired central heating boiler, Cloak Room with wc and wash basin, Lounge with beamed ceiling, wood burning stove and French doors to terrace, Dining Kitchen with beamed ceiling and comprehensive range of pine fitted units, Dining Area with beamed ceiling

First Floor

Gallery Landing, Three Bedrooms, Bathroom with bath, wash basin, bidet and wc

Second Floor

Two Further Bedrooms

Outside

Surrounding gardens with access to the River Stour, Double Garage, Courtyard containing single storey brick built workshop known as The Forge
Garage One: 53sq.mtrs (578sq.ft) having roller shutter door and staircase leading to Ancillary Accommodation/ Games Room
Garage Two: 57sq.mtrs (615sq.ft) with roller shutter door and stairs leading to Ancillary Accommodation/Games Room
Further garden area which runs between River Stour and Worcester Canal, bridge access over the River Stour through a paddock/pasture land which contains a small lake extending to approximately 6.93 acres

Vendors Solicitors:

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233 and Joint Agent Phipps & Pritchard 01299822060
REF: Mr T W R Elliott

Note: To assist any purchasers the vendor has allowed for a completion date of 56 days following exchange of contracts.





**169 Tyndale Crescent,
Great Barr, Birmingham
B43 7HX**

Property Description:

A modern town house of brick construction surmounted by a pitched tile clad roof providing split level accommodation over three storeys. The property benefits from gas fired central heating and double glazed windows but requires modernisation and cosmetic improvement throughout. Tyndale Crescent forms part of an established residential area and leads off Collingwood Drive which in turn provides access to both Beacon Road (B4154) and Queslett Road (A4041). Scott Arms Shopping Centre and the M6 Motorway (junction 7) are both within approximately two miles distance.

Accommodation:

Ground Floor:

Covered Entrance, Reception Hall, Store Room/Study, Integral Tandem Garage

First Floor:

Stairs to Lounge, Dining Kitchen



Second Floor

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

Outside:

(Front) Partly lawned foregarden and driveway to integral garage
(Rear) Patio and terraced garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 223

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Unit 5 Bromley Street, Stourbridge, West Midlands DY9 8HZ

Property Description:

A detached warehouse/workshop with associated offices being located directly off Lye High Street (A458). The property which is of a leasehold tenure requires repair and improvement throughout. In addition the unit benefits from private car park to the side.

Office Two: Extending to approximately 8.4sq.mtrs (91sq.ft)
Two Store Rooms and WC's

Leasehold Information:

The property is on a leasehold tenure for a term of 99 years which commenced 25 March 1969
Ground Rent: £3.500 per annum

Accommodation:

Ground Floor:

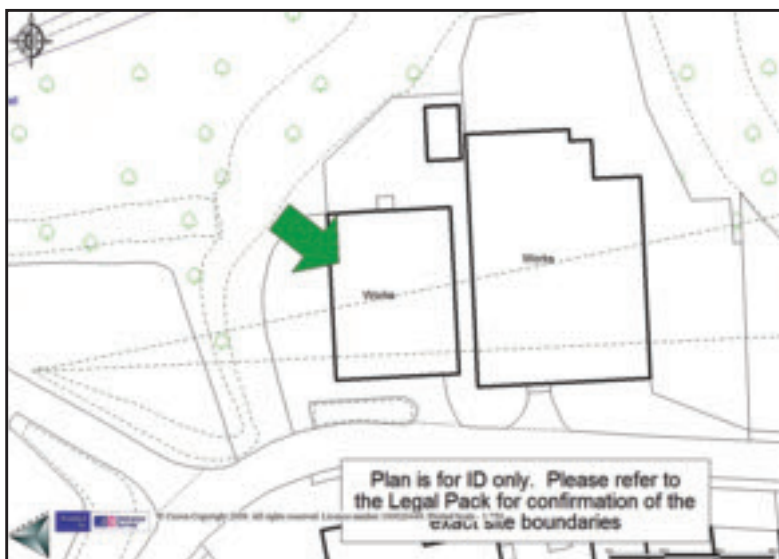
Industrial Area: Extending to approximately 543sq.mtrs (5,853sq.ft)
Office One: Extending to approximately 33.1sq.mtrs (356sq.ft)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 18th February 2010** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





3 High Street, Market Drayton, Shropshire TF9 1PY

Property Description:

A substantial three storey mid terraced retail unit of traditional brick construction surmounted by a pitched roof and being located in the heart of Market Drayton town centre. The property which has recently undergone internal refurbishment benefits from A5 Planning Consent for the use as hot food takeaway. Nearby occupiers include HSBC Bank, Wilkinsons Stores, Iceland and Clinton Cards.

Accommodation:

Ground Floor: Retail area

48.1 sq metres (518 sq ft)

Rear Store

26.8 sq metres (289 sq ft)

First Floor

Room 1

15.2 sq metres (164 sq ft)

Room 2

32.5 sq metres (349 sq ft)

Second Floor

Room 1

24.9 sq metres (268 sq ft)

Rooms 2 and 3 (partitioned)

15 sq metres (161 sq ft)

Please note the vendor is willing to allow a six week completion period on this property.

Planning

The property benefits from Planning Consent for change of use of the Ground Floor to A5, hot food take away, granted 11 August 2009 (Ref – 09/01548/FUL) by Shropshire Council

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Neighbouring Street Scene



The Duke of Wellington (Former Public House), 46 Birmingham Street, Walsall WS1 3DH

Property Description

A two storey former public house predominantly of brick and tile construction. The property has suffered from fire damage and vandalism throughout and provides extensive accommodation which requires complete repair and renovation. The property is situated fronting Birmingham Street close to the junction with New Street and conveniently within approximately one quarter of a mile distance from Walsall Town Centre.

Planning

The property may be suitable for a variety of alternate uses and all interested parties should contact the local planning department at Walsall MBC, prior to bidding, to discuss any proposals which they may have.

Accommodation

Ground Floor

Two Bar Areas, Rear Hall with cellar access and stairs off, Kitchen

First Floor

Accommodation not inspected

Outside

Side yard with ancillary storage, toilets, beer cellar and small rear garden

Gross Internal Areas

Ground Floor: 133sq.mtrs (1,432sq.ft)

First Floor: 116.68sq.mtrs (1,255sq.ft)

Note: Dimensions are approximate only

Vendors Solicitors:

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Note: All parties viewing this property do so with utmost caution and entirely at their own risk. Neither the vendors nor auctioneers accept liability for any injury caused. Access to the first floor accommodation is not permitted

ID & REGISTRATION

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

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

We now require all bidders to register with ourselves prior to the commencement of the auction and would request where possible that potential purchasers visit our offices along with the necessary ID and pre-register.

Thank you in advance for your co-operation.

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





The Royal Oak (Former Public House), Lord Street, Walsall WS1 4DS

Property Description:

An imposing locally listed former public house of brick construction partly surmounted by a pitched tile clad roof and situated at the junction with Queen Mary Street. The property is situated in the northern section of Lord Street which leads directly off Broadway West (A4148) and the property which forms part of an established residential area is conveniently located within approximately three quarters of a mile distance from the M6 Motorway (junction 9) and approximately one mile distance to the south of Walsall Town Centre.

Planning

The property may be suitable for a variety of alternate uses or redevelopment subject to obtaining planning consent from the local planning department at Walsall MBC and it is assumed that all interested parties have discussed their proposals prior to bidding.

Accommodation:

Ground Floor:

Hallway, Bar, Smoking Room, Lounge/Function Room, Ladies and Gents WC's, Kitchen, Preparation Room, Private Hallway with stairs leading off, Single Storey Annexe with hallway and ladies and gents toilets

First Floor:

Stairs and Landing, Lounge, Three Bedrooms, Kitchen (no fitments), Store and Bathroom (no fitments) with separate wc

Gross Internal Areas

Ground Floor:

244.40sq.mtrs (2,630sq.ft)
Annex: 23.46sq.mtrs (252sq.ft)

First Floor:

123sq.mtrs (1,324sq.ft)

Total: 390sq.mtrs (4,207sq.ft)

Outside:

Rear Yard Area

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: The property is in a poor internal state of repair. All interested parties viewing must do so with utmost caution and entirely at their own risk. Neither the vendors nor the auctioneers accept liability for any injury caused.





91 – 92 Fernwood Drive, Rugeley, Staffordshire WS15 2PY

Property Description

A two storey mid terraced property comprising of a ground floor lock up retail shop along with a self contained two bedroom flat over. The property is situated in a parade of various retail units and forms part of a neighbourhood Shopping Centre known as the "Fernwood Centre" which leads off Green Lane and is set back behind a customer car parking area. Access to the flat and the rear loading area is off Fernwood Drive. The property is situated approximately three quarters of a mile distance to the northwest of Rugeley Town Centre.

Rental Income:

Retail Shop: Vacant
Flat: Currently let on an Assured Shorthold Tenancy at a rental of £350 per calendar month (£4,200 per annum)

Accommodation Ground Floor

Retail Shop: 36.26sq.mtrs (390sq.ft) with electric roller shutter protection and aluminium shop front
Stock Room: 15.83sq.mtrs (170sq.ft),
Rear Entrance Hall with access door,
Cloak Room with wc and wash basin

First Floor

Private Rear Access to
Self Contained Flat: (not inspected and we understand from the vendor that it contains the following accommodation)
Lounge, Kitchen, Two Bedrooms,
Bathroom and benefiting from gas fired central heating

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Freehold Former Public House and Premises

For Sale by Instructions of the Mortgagees
(Not in Possession)



The Peacock Public House, 25 Darwin Street, Highgate, Birmingham B12 0TY

Description:

A two storey detached former public house of rendered brick construction and pitched roof set behind a parapet wall and occupying a corner plot prominently situated at the junction with Darwin Street and Dymoke Street. Darwin Street leads off Leopold Street which in turn provides access to both Alcester Street and Highgate Middleway (A4540). The property is within approximately one quarter of a mile distance from Digbeth and within approximately three quarters of a mile distance from Birmingham City Centre. The immediate surrounding area contains a range of industrial properties and residential flats and housing.

Planning:

There are no planning records relating to this property contained on Birmingham City Council website and it is therefore assumed that the former use as a public house was lawful. The property may be suitable for change of use and all interested parties should contact the local planning department to satisfy themselves of any planning matters prior to bidding.

Accommodation

Not inspected

Important Note:

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Viewings – No viewing access available





The Wheel Inn (Former Public House), 96 Lindon Road, Walsall Wood, WS8 7BW

Property Description:

A freehold former Public House of traditional brick construction surmounted by a pitched tile clad roof. The property is in need of modernisation and repair throughout, having suffered some vandalism damage. The original building has been extended to the rear and to the side and provides extensive accommodation over two storeys and occupies a sizeable plot including a substantial Car Park/Beer Garden located to the rear.

The building itself is located on Lindon Road (B4152) which runs directly between Lichfield Road (A461) and Chester Road (A452) close to the centre of Brownhills and Walsall Wood.

The site may suit a variety of re-development schemes and prospective buyers should make their own enquiries to this regard from Walsall Metropolitan Borough Council Planning Department.

Accommodation:

Ground Floor:

Entrance Hall, Front Bar Area (L-Shaped) – 57.5sq.m. (619sq.ft.), Rear Bar Area – 56.8sq.m. (612sq.ft.), Male and Female WCs, Kitchenette/Food, Preparation Room, Rear Lobby, Staff

WCs, Stock Room – 21.5sq.m. (232sq.ft.), Beer Cellar – 19.5sq.m. (210sq.ft.), Kitchen – 10.9sq.m. (118sq.ft.), Rear Store Room – 10.3sq.m. (111sq.ft.)

First Floor Accommodation:

Three Rooms, Kitchen, Bathroom, Former Separate WC

Second Floor:

Two Rooms

Outside:

(Rear) Tarmacadam Car Park area providing parking for approximately 16 cars together with Lawned Beer Garden

Total Site Area: 0.35 Acres approximately

N.B. All persons viewing this property are advised to do so with the utmost caution and do so entirely at their own risk

Please Note: VAT will be charged on 90% of the purchase price

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





26 Milcote Drive, Sutton Coldfield, West Midlands B73 6QJ

Property Description:

A five bedroom new build detached property surmounted by a tile clad roof set back from the road behind a block paved driveway giving access to both the property and a detached brick built garage. The construction of the property was completed on 20th October 2009 and the NHBC certificate will be issued upon completion. The property offers spacious well laid out accommodation that includes UPVC double glazed windows throughout, gas fired central heating, modern kitchen and bathroom fittings, and further benefits from having a full length boarded loft with electrical point and plumbing for a radiator. Milcote Drive is located off Jeavons Road which in turn can be found off Monmouth Drive. The property is within walking distance from New Oscott Junior and Infants School, and within a quarter of a mile distance from Sutton Park.

Accommodation:

Ground Floor:

Entrance Hallway, washroom with WC, wash basin and under floor heating, Through Lounge, Study, Kitchen and Dining Room, Utility Room, stairs to first floor

First Floor:

Landing area with access to loft, Bedroom 1 with ensuite Shower Room having shower cubicle, WC and wash basin, Bedrooms 2 to 5, Bathroom having panelled bath, wash basin, WC and shower cubicle.

Outside:

(Front) Block paved foregarden giving access to detached brick built garage
(Rear) Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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36 Arboretum Road, Walsall, West Midlands WS1 2QH

Property Description:

A substantial residential investment opportunity comprising of an imposing three storey double fronted detached property of brick construction surmounted by a tile clad roof occupying an elevated position, set back from the road behind a lawned foregarden and driveway. The property has been converted to provide seven separate self contained one bedroom flats, including flat 3 which is subject to a long leasehold for a term of 99 years. All flats are offered for sale in presentable condition and the property may be suitable for subdivision whereby each flat is resold on a long leasehold interest (According to the Land Registry flat 3 sold 5.11.2008 for £92,000).

Arboretum Road is located off Broadway North (A4148) and the property itself enjoys views over Hatherton Lake within the Arboretum grounds. The property is also approximately within a quarter of a mile distance from Walsall Town Centre which provides a wide range of shops and amenities. Six flats are currently let on Assured Shorthold Tenancies as detailed below.

Tenancy Schedule

Flat 36A

£520 per month (£6,240 per annum)

Flat 1

£490 per month (£5,880 per annum)

Flat 2

£460 per month (£5,520 per annum)

Flat 3

(Ground Rent) - £395 per annum

Flat 4

£465 per month (£5,580 per annum)

Flat 5

£450 per month (£5,400 per annum)

Flat 6 and garage

£505 per month (£6,060 per annum)

Total Rental Income

£2,922.91 per calendar month
(£35,075.00 per annum)

Accommodation:

Ground Floor

Flat 36A

Side Entrance, Entrance Hallway, Reception/Kitchen, Shower Room having shower tray, WC and pedestal wash basin and Bedroom

Ground Floor Front Entrance

Flat 1

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

Flat 2

Entrance to the rear of property, Lounge/Kitchen, Shower Room and Bedroom

First Floor

Stairs and Landing

Flat 4

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

Flat 5

Entrance Hall, Lounge/Kitchen, Bedroom and Shower Room having shower cubicle, WC and pedestal wash basin

Flat 6

Lounge, Kitchen, Bedroom, Shower Room, separate room with pedestal wash basin and plumbing for washing machine.

Second Floor

Stairs and Landing

Flat 3

Not Applicable

Outside:

Front: Lawned garden and driveway with double garage (allocated to Flat 6)
Rear: Large lawned garden and yard

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





67 Malthouse Lane, Washwood Heath, Birmingham B8 1SR

Property Description:

A double fronted end terraced property of rendered brick construction surmounted by a tile clad roof directly fronting the pavement. The property offers well laid out accommodation and included UPVC double glazed windows. Malthouse Lane is located off Washwood Heath Road (A47) close to the junction with Wright Road and Aston Church Road.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen, stairs to first floor

First Floor:

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

Outside:

(Rear) Paved yard

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Notice Completion Dates

PLEASE BE SURE TO CHECK THE LEGAL PACKS FOR THE EXACT COMPLETION DATE OF ANY PROPERTY WHICH YOU INTEND TO PURCHASE AS THESE DATES ARE CONTRACTUALLY BINDING.

IN RESPONSE TO THE CURRENT MARKET CONDITIONS SOME VENDORS HAVE AGREED TO OFFER THEIR PROPERTIES WITH EXTENDED COMPLETION PERIODS TO ASSIST BUYERS WITH THEIR PURCHASE, AND WHERE POSSIBLE, THESE ARE INCLUDED IN THE CATALOGUE DETAILS FOR EACH LOT (WHERE APPLICABLE). IF YOU REQUIRE CONFIRMATION OF THE COMPLETION DATES FOR ANY PROPERTY INCLUDED IN THIS AUCTION SALE THEN PLEASE CONTACT THE AUCTION TEAM PRIOR TO PURCHASING.





29 Adderley Street, Deritend, Birmingham B9 4ED

Property Description:

A garage/vehicle repair workshop along with ancillary accommodation and secure yard situated fronting Adderley Street adjacent to The Wagon and Horses Public House and virtually opposite Allcock Street. The property forms part of a traditional industrial area located directly off High Street Deritend and located within approximately three quarters of a mile distance to the south east of Birmingham City Centre.

One, Kitchenette and Separate WC, Cloak Room with wc and wash basin, Freestanding Vehicular Spray Booth with extraction system (not tested), Partitioned Office and Workshop Two

Outside:

(Front) Secure yard with palisade fence, vehicular access gates and brick store

Gross Internal Area

297sq.mtrs (3,197sq.ft) approximately

Accommodation:

Ground Floor:

Main Workshop having vehicular access with roller shutter doors and separate pedestrian entrance, Office

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Houghton Court, Priory Road, Hall Green, Birmingham B28 0TA

Property Description:

An opportunity to purchase a freehold ground rent investment secured upon 8 purpose built flats laid out in 2 separate two storey blocks each containing four units along with 8 lock up garages located in an adjacent block. The development is approached off Priory Road by a private driveway shared with one other dwelling (not included in the sale) and the flats are set back behind a tarmacadamed yard/parking area with surrounding gardens. The development forms part of a predominantly residential area and Priory Road runs between Highfield Road and Colebrook Road.

Rental Income:

Flats 3, 5 and 7:

Subject to long leases expiring in 2061 and each subject to a fixed ground rent of £17.50 per annum
Current Ground Rental Income: £52.50 per annum

Flats 1 and 6:

Subject to long leases expiring in 2111 each subject to a current ground rent of £125 per annum rising in 2032 to £250 per annum, rising in 257 to £500 per annum and rising again in 2082 to £1,000 per annum for the remainder of the term

Current Ground Rental Income: £250 per annum

Flats 2, 4 and 8:

Subject to long leases expiring in 2101 subject to a current ground rent of £50 per annum rising in 2028 to £100 per annum, rising in 2053 to £200 per annum and rising again in 2078 to £400 per annum for the remainder of the term

Current Ground Rental Income: £150 per annum

Garages:

One garage is subject to a long lease expiring in 2061 at a rental income of £10 per annum and seven garages are currently let at a rental of £36 per calendar month per garage
Garage Rental Income: £3,034 per annum

Total Current Rental Income:

£3,486.50 per annum

Landlord and Tenant Act 1987

Section 5B Notices have been served upon all lessees

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



**10 Bournville Lane,
Stirchley, Birmingham
B30 2JT**

Property Description:

An end terrace retail unit together with a self contained three bedroom flat over which is presently let on an Assured Shorthold Tenancy at a rental of £550 per month (£6,600 per annum). The property is located on Bournville Lane close to the junction with Hazelwell Street (A441) within close proximity to Bournville Train Station. The flat itself benefits from UPVC Double Glazing and Gas Fired Central Heating and is offered for sale in a presentable condition throughout.


Accommodation:
Ground Floor:

Retail Area: Extending to approximately 15sq.mtrs (161sq.ft)
Rear Room: Extending to approximately 16.4sq.mtrs (176sq.ft)
Rear Store/Former Kitchen: Extending to approximately 9.1sq.mtrs (98sq.ft) and Bathroom

Second Floor

Stairs and Landing, Bedroom Two with En-suite and Bedroom Three with En-suite

Vendors Solicitors:

Refer to Auctioneers

Flat Over
First Floor

Reception Hall, Kitchen with modern fitments, Living Room and Bedroom with En-suite

Viewings:

Via Cottons – 0121 247 2233

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Land at Former Rough Hill Works, Durberville Road, Wolverhampton WV2 2ET

Description:

A parcel of freehold land extending to an area of 0.868 hectares (2.144 acres) and formerly occupied by industrial premises known as Rough Hill Works which have now been demolished and largely cleared. The site borders the Birmingham Canal to its eastern boundary and Durberville Road leads off Dixon Street which in turn leads off Bilston Road (A41) and the site is located within approximately one mile distance to the south east of Wolverhampton City Centre.

Planning

The site may be considered suitable for residential redevelopment and all interested parties are advised to make their own enquiries prior to bidding with the local planning department at Wolverhampton City Council in relation to any proposals which they may have for the site.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



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Land Rear of 251 – 257 Alvechurch Road, West Heath, Birmingham B31 3PX

Description:

A parcel of freehold land roughly triangular in shape and actually located to the rear of numbers 251 to 283 Alvechurch Road and 645 to 677 Redditch Road (A441). The site appears to have access from both Alvechurch Road and Redditch Road and extends to an approximate area of 0.409 hectares (1.011) acres. The site has previously been used as a lock up garage investment and is offered for sale with development potential.

Planning

A planning consent was granted, subject to conditions, by Birmingham City Council (Ref: S/01032/02/FUL on 6th January 2005) for the erection of 13 two and three bedroom houses and 2 two bedroom flats with associated access and parking. The planning consent stated that development must be begun before the expiration of five

years from the date of the permission. A further planning application was submitted (Ref: 2009/00717/PA and dated 5th March 2009) for the variation of condition C3 of the aforementioned planning consent to amend proposed access road and footways. This application was refused on 4th June 2009.

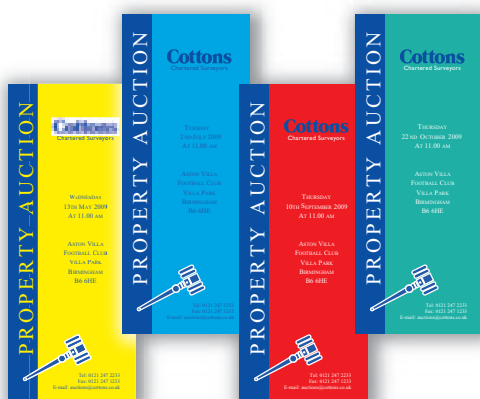
All interested parties should seek the advice prior to bidding from the local planning department at Birmingham City Council regarding any enquiries relating to the current planning status along with any proposals which they may have.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



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**51 Village Road, Witton,
Birmingham B6 6RG**
Property Description:

A detached property of brick construction surmounted by a tile clad roof directly fronting the pavement. The property benefits from having well laid out accommodation. Village Road is located off both Station Road and Serpentine Road which both lead off Witton Lane (B4137). The property is within walking distance to Aston Park and approximately half a miles distance from junction 6 of the M6 motorway.

Accommodation:
Ground Floor:

Front Reception, Rear Reception, Kitchen, Inner Lobby and Bathroom having panelled bath, wash basin and WC, stairs to first floor

First Floor:

Landing, three Bedrooms

Outside:

(Rear) Garden


Vendors Solicitors:

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Viewings:

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Land and Freehold Ground Rents at 8 Alcester Road, Moseley, Birmingham B13 8BE

Property Description

A portfolio of freehold Ground Rents secured upon six self contained flats located within a large period detached property along with a parcel of Freehold Land situated to the rear. The property itself is located on Alcester Road virtually opposite its junction with Park Hill approximately a quarter of a mile to the north of Moseley Village.

Vacant Land

In addition there is a freehold parcel of land to the very rear of the site which is held on a separate title and extends to an area of approximately 0.08 acres.

Vendors Solicitors:

Refer to Auctioneers

Viewings

Not applicable

Landlord and Tenant Act 1987 –

Section 5B notices have been served upon all lessees.

Schedule of Ground Rents

Flat No.	Term	Ground Rent
1	99 years from 2 November 2007	£120 per annum
2	99 years from 14 September 2007	£120 per annum
3	99 years from completion	£120 per annum
4	99 years from 27 February 2008	£120 per annum
5	99 years from 12 March 2007	£150 per annum
6	99 years from 17 August 2007	£120 per annum

Total Ground Rent/Income - £750 per annum





1529/1531 Pershore Road, Stirchley, Birmingham, West Midlands, B30 2JH

Property Description:

A pair of terraced properties of traditional construction surmounted by a tile clad roof. The Ground Floor of the property is presently interconnected to provide a double retail unit with associated accommodation to the rear, whilst the First Floor comprises of nine rooms. To the rear of the property is a substantial yard with two brick built storage units/workshops and the site area itself extends to approximately 0.14 acres. The property is located close to the junction with Ash Tree Road.

Accommodation:

Ground Floor:

Main Retail Area extending to approximately 70.5 sq.m (759sq.ft), Rear Storage Wing extending to 6 sq.m (65sq.ft), Rear Store Room extending to 8.6sq.m (93 sq.ft), Kitchen, Wash Room and Separate WC.
Net internal area: 85.1sq.m (916sq.ft)

First Floor:

Nine rooms.

Outside:

Front: the property fronts directly onto Pershore Road.

Rear: substantial rear garden with a total depth of 57.1 metres (189 feet). The yard currently contains two workshops. Workshop One; is in a dilapidated condition and measures approximately 52.2sq.m (562 sq. ft). Workshop Two (not inspected by the auctioneer); we are informed by the Vendor that the floor area is slightly larger than Workshop One.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





79 Eyre Street, Springhill, Birmingham B18 7AA

Property Description:

A freehold yard formerly employed as a Waste Transfer Station and extending to approximately 0.15 acres. The yard is accessed directly off Eyre Street through a secure gate with secure boundary fencing. The property itself is located at the corner of Eyre Street and Cope Street approximately one mile to the north west of Birmingham City Centre.

Viewings:

Via Cottons – 0121 247 2233



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LEGAL PACKS

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale. It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction. The Legal Pack is available at the Auctioneers offices during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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



LOT 40

Freehold Vacant Possession

26 Daley Close, Birmingham B1 2PP

Property Description:

A three storey property of brick construction set back from the road behind a tarmacadam covered driveway giving access to garage providing off road parking. The property benefits from having well laid out accommodation and includes UPVC glazing and gas fired central heating. Daley Close is located off St Marks Crescent. The property is within approximately a quarter of a mile of Birmingham City Centre.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, WC and Kitchen/Diner

First Floor:

Lounge, Bedroom 1 and Store Cupboard

Second Floor

Bedrooms 2 and 3 and Bathroom having panelled bath, wash basin and WC



Outside:

(Front) Tarmacadam covered driveway giving access to garage
(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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LOT 41

15B D'Urberville Road, Wolverhampton, West Midlands WV2 2ET

Property Description

A first floor one bedroom maisonette set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation and included UPVC double glazed windows, gas fired central heating and modern kitchen fitments. D'Urberville Road is located off Dixon Street which in turn can be found off both Bilston Road (A41) and Thompson Avenue (A4123) and is approximately within one miles distance from Wolverhampton City Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £395 per calendar month (£4,740 per annum).

Accommodation

Ground Floor

Entrance Hallway and Stairs

First Floor

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

Outside

(Front) Lawned foregarden
(Rear) Garden

Leasehold Information

Term – 125 years from 10 February 2003

Leasehold Investment



Ground Rent - £10 per annum
Service Charge – refer to legal pack

Vendors Solicitors:

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



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Land and Buildings off Shaw Road, Bushbury, Wolverhampton WV10 9LA

Property Description:

A multi tenanted leasehold investment opportunity comprising of two workshops along with a rear storage yard forming part of an industrial estate located approximately one and a quarter miles distance to the north of Wolverhampton City Centre. Shaw Road leads off Bushbury Lane which in turn leads off Stafford Road (A449).

Rental Income:

Unit One: Let on a lease expiring 11/10/2011 at a rental of £7,200 per annum

Unit Two: Let informally at a rental of £3,600 per annum

Unit Three: Let on a lease expiring 31/03/2011 at a rental of £9,420 per annum

Yard One and Office: Let informally at a rental of £5,200 per annum

Yard Two: Let on a lease expiring 11/11/2011 at a rental of £3,000 per annum

Total Rental Income: £28,420 per annum

Accommodation

Workshop One: Single storey brick and steel framed workshop containing Units One & Two and extending to an area of approximately 334sq.mtrs (3,600sq.ft)

Workshop Two: Single storey brick and steel framed workshop containing Unit Three and extending to an area of approximately 213sq.mtrs (2,300sq.ft)

Rear Yard subdivided into Yard One with portacabin office and Yard Two

Total Site Area: Approximately 0.661 acres (0.267 hectares)

Leasehold Information:

Lease Term: 99 years from 11 March 1981

Ground Rent: £18,000 per annum

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





74 Church Road, Aston, Birmingham B6 5TY

Property Description:

A freehold workshop/warehouse with associated offices to the front of the site being of part brick construction surmounted by a flat roof and part steel portal frame to the rear of the site. The property itself benefits from solid concrete floors, fluorescent strip lighting and central heating to part of the offices together with a substantial yard/car park to the front and to the side of the premises. The total floor area is approximately 459.4 sq metres (4,945 sq ft).

Accommodation:

Ground Floor:

Reception Hall

Workshop 1:

29 sq metres (312 sq ft)

Loading Bay:

18.2 sq metres (196 sq ft)

Warehouse 1:

251.6 sq metres (2,708 sq ft) with two associated Works Offices

Rear Store/Loading Bay:

36.6 sq metres (394 sq ft)

Workshop Area 2:

48 sq metres (517 sq ft)

Workshop Area 3:

28.4 sq metres (305 sq ft)

First Floor:

Stairs and Landing, Male and Female WC's,

General Office:

28.7 sq metres (309 sq ft)

Office 2:

18.9 sq metres (204 sq ft)

Total floor Area:

459.4 sq metres (4,945 sq ft)

Tenure Information:

The property is of a leasehold tenure for a term of 99 years from 20 January 1981.

Ground Rent:

Not available at time of going to print, any potential purchasers must make their own enquiries from the vendor's solicitors.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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15 Steward Street, Ladywood, Birmingham B18 7AE

Property Description:

A substantial detached former school building partly two storey and partly three storey and of traditional brick construction, partly surmounted by a pitched slate clad roof and partly by a modern steel clad roof. The property occupies a site roughly rectangular in shape and extending to an area of 0.516 acres (2,089sq.mtrs). The property is currently in an unused condition stripped of all fitments and requires repair and refurbishment prior to occupation. Steward Street is located directly off Spring Hill (A457) which provides access to Ladywood Middleway/Ring Road (A4540). The property is conveniently within approximately one third of a mile distance from City Hospital and one mile distance from Birmingham City Centre.

Planning

The property was previously used as a school and accordingly benefits from D1 Planning Consent (Use Classes Order) and is categorised as a non residential institution. This consent allows a variety of uses including that of a Clinic/Health Centre, Crèche/Day

Nursery, non residential Education and Training Centre and a Place of Worship. Planning Consent was granted by Birmingham City Council (Ref: C/03567/06/FUL and dated 28th September 2006) for change of use from Training Centre (Use Class D1) to a Private Health Club (Use Class D2). We understand that this consent has now lapsed. The property may further be suitable for a variety of alternate uses and all interested parties should consult with the local planning department prior to bidding in respect of any proposals which they may have.

Accommodation

The property offers extensive accommodation laid out over three floors and extending to a Gross Internal Area of approximately 1,485sq.mtrs (15,980sq.ft) Furthermore there is a Basement Boiler Room (not inspected)

Outside:

Gated vehicular side access to a rear yard/car parking area containing two single storey buildings



Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: All parties viewing this property are urged to exercise utmost caution and do so entirely at their own risk. Neither the vendor nor the auctioneers accept any liability for any injury caused



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Plot SBA30 Little Green Lane, Severn Beach, South Gloucestershire

Property Description:

A parcel of freehold land extending to approximately 400sq.mtrs and being situated close to the village of Severn Beach which is located approximately 6 miles to the north west of Bristol City Centre. The land itself lies between Church Road and Little Green Lane and currently comprises part of a larger grassed area.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Land Rear of 163 Newborough Road, Hall Green, Birmingham B28 0UU

Description:

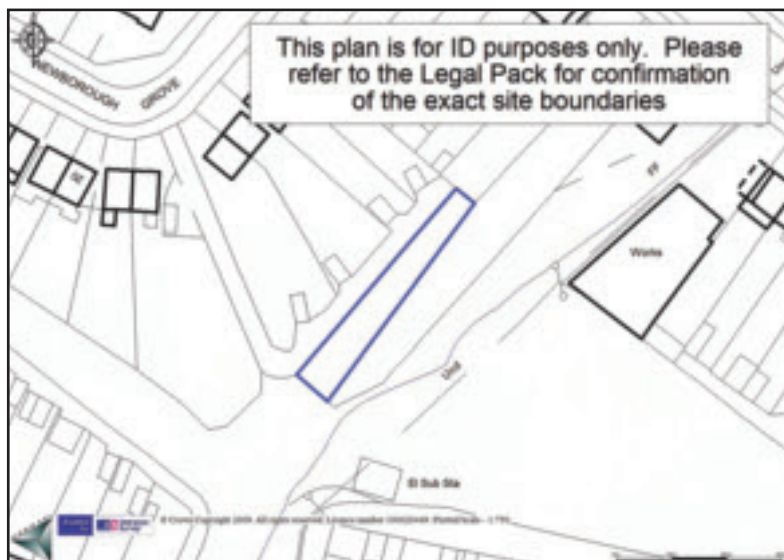
A parcel of freehold land rectangular in shape situated to the rear of both number 163 Newborough Road and numbers 8 – 14 Newborough Grove. Newborough Road leads off Baldwins Lane which in turn leads off Stratford Road (A34) at the junction with Robin Hood Island. The parcel of land extends to an area of approximately 260sq.mtrs (0.064 acres) and is currently overgrown.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Viewings – External Viewings Only





81 Himley Road, Dudley, West Midlands DY1 2QF

Property Description:

A substantial four storey end terraced house of rendered brick construction surmounted by a pitched tile clad roof. The property provides extensive accommodation and it has previously been used as bed sit accommodation but now requires modernisation and repair throughout. The property is situated towards the eastern end of Himley Road (B4176) adjacent to Grange Park and close to the junction with Dibdale Street. Dudley Town Centre is conveniently within approximately half a mile distance.

Accommodation:

External side access to:

Basement Flat

Reception Hall, Two Rooms, Kitchen and Shower Room

Ground Floor:

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

First Floor:

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

Second Floor

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

Outside:

(Front) Foregarden
(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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www.cottons.co.uk

E-mail: auctions@cottons.co.uk





85 Himley Road, Dudley, West Midlands DY1 2QF

Property Description:

A substantial four storey mid terraced house of rendered brick construction surmounted by a pitched tile clad roof. The property provides extensive accommodation and has previously been used as bed sit accommodation but now requires modernisation and repair throughout. The property is situated towards the eastern end of Himley Road (B4176) forming part of a terrace of similar dwellings situated adjacent to Grange Park and close to the junction with Dibdale Street. Dudley Town Centre is conveniently within approximately half a mile distance.

Accommodation:

Basement

Storeroom

Basement Flat: Reception Hall, Bed/Living Room, Shower Room with wash basin and wc, Separate WC and Kitchen

Ground Floor

Entrance Hall, Reception Hall with basement access, Shower Room, Front Reception Room, Dining Kitchen, Rear Reception Room

First Floor:

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

Second Floor

Stairs and Landing, Two Further Bedrooms

Outside:

(Front) Foregarden

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

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38 Franklin Road, Bournville, Birmingham B30 2HG

Property Description:

A mid terraced two storey villa of traditional brick construction surmounted by a replacement tile clad roof, set back from the road behind a walled foregarden. The property has been stripped of all fitments and is in a partial state of refurbishment which includes the provision of new UPVC double glazed windows, new roof covering, partial re-plastering and first fix electrical but is in need of completion along with the provision of kitchen and bathroom fitments. The property is situated in an established and popular residential location close to the junction with Beaumont Road and is within a quarter of a mile distance from both Cotteridge Park and Bournville Railway Station and Cotteridge Shopping Centre is within approximately half a mile distance.

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Dining Kitchen (no fitments)



First Floor:

Stairs and Landing, Bedroom One (double) partitioned for a proposed En-suite Shower Room (no fitments), Bedroom Two (double), Proposed Bathroom (no fitments), Bedroom Three (single)

Outside:

(Front) Walled foregarden, shared pedestrian entry access to rear (Rear) Yard and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

59 Hart Road, Erdington, Birmingham B24 9ER

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Hart Road is located off Orphanage Road and Holliday Road and the property is within walking distance to Erdington High Street.

Accommodation:

Ground Floor:

Through Lounge, Dining Kitchen, stairs to first floor

First Floor:

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



Outside:

(Front) Walled foregarden
(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Land to the West of Wolverhampton Road, Tividale, Oldbury, West Midlands

Land Description

The land comprises an irregular shaped unfenced site of about 0.679 hectares (1.68 acres) occupying a former quarry site to the west of Wolverhampton Road (A4123). The site lies in a large area of open space which is bounded by housing to the North, East and South and near to the Premier Inn Hotel/ Lakeside Public House and the Oldbury Sports Centre. The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre.

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

Planning

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

Access

The site is accessed from a right of way leading off St. Brades Close, which leads off Tower Road and which in turn leads off Birmingham New Road (A4123)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

The site is open for viewings.



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Land off Midhill Drive, Rowley Regis, West Midlands

Land Description

The land comprises a sloping irregular shaped unfenced site of about 1,500sq.m. (0.37 acres). The site is part of a large area of public open space which is bounded by housing to the South. The land is located to the rear of 16 – 36 Midhill Drive, Rowley Regis, approached either across open land on Portway Hill, or via the public footpath in front of 38 – 42 Midhill Drive.

The land is located approximately 1.5 miles North-West of Junction 2 of the M5 and 1.6 miles South-East of Dudley town centre.

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

Planning

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

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – The site is open for viewings



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For further details and Terms & Conditions





68 Corser Street, Dudley, West Midlands DY1 2QR

Property Description:

A semi detached property of part rendered brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden and driveway giving access to detached garage. The property benefits from having well laid out accommodation however does require modernisation and improvement throughout. Corser Street is located off Dibdale Street which in turn is found off Himley Road (B4176). The property is within approximately a quarter of a miles distance from Dudley Town Centre.

First Floor:

Three Bedrooms and Bathroom having WC and no further fitments

Outside:

(Front) Walled foregarden and driveway giving access to garage
(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, stairs to first floor



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56 Moorfield Road, Brockworth, Gloucester GL3 4JF

Property Description:

A semi detached house surmounted by a pitched tile clad roof, set back from the road behind a foregarden and wide verge, benefiting from three bedrooms but requiring some modernisation and cosmetic improvement throughout. Moorfield Road forms part of an established residential area known as Brockworth and is located off Ermin Street on the eastern outskirts of Gloucester and conveniently within approximately two and a half miles distance from the M5 Motorway (junction 11A) and five miles distance from Gloucester City Centre.

Accommodation:

Ground Floor:

Reception Hall, Through Lounge/Dining Room, Kitchen with pantry cupboard

First Floor:

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

Outside:

(Front) Lawned foregarden, shared pedestrian side access to rear (Rear) Yard/patio, brick stores and an enclosed lawned garden

Leasehold Information:

Lease Term: The grant of a new 99 year lease from the date of completion

Ground Rent: £250 per annum (escalating every 20 years)

Important Note: An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option must be exercised by 5th February 2010. Please refer to the legal pack for full details.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

ID & REGISTRATION

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

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

We now require all bidders to register with ourselves prior to the commencement of the auction and would request where possible that potential purchasers visit our offices along with the necessary ID and pre-register.

Thank you in advance for your co-operation.

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





21 Harrowby Place, Willenhall, West Midlands WV13 2RA

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from gas fired central heating and mostly UPVC double glazed windows but requiring modernisation and improvement throughout. Harrowby Place comprises of a cul-de-sac which leads off The Crescent which in turn leads off Bilston Lane at the junction with Wolverhampton Road (B4464). The property is within approximately half a mile distance from Willenhall Town Centre and within approximately one mile distance from the M6 Motorway (junction 10)

Accommodation:

Ground Floor:

Vestibule Entrance, Reception Hall, Through Lounge/Dining Room, Kitchen

First Floor:

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

Outside:

(Front) Lawned foregarden and shared side access

(Rear) Paved yard and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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Leasehold Vacant Possession (option available to purchase freehold)



4 Junction Road, Audnam, Stourbridge, West Midlands DY8 4YJ

Property Description:

A traditional semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from three bedrooms and off road parking but requiring modernisation and improvement throughout. The property is situated opposite the junction with Sweetbrier Drive and Junction Road leads off Audnam (A491) which provides direct access to Stourbridge Town Centre being within approximately one mile distance to the south.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Kitchen

First Floor:

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

Outside:

(Front) Gravelled forecourt providing off road parking, pedestrian gated access to rear

(Rear) Patio, garden and dilapidated garage which appears to be accessed by a shared rear right of way. (All buyers should refer to the legal pack for confirmation of access)

Leasehold Information:

Lease Term: The grant of a new 99 year lease from the date of completion

Ground Rent: £250 per annum (escalating every 20 years)

Important Note: An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option must be exercised by 5th February 2010. Please refer to the legal pack for full details.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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LOT 57**Freehold Vacant Possession**

**65 Grange Road,
West Bromwich, West
Midlands B70 8PB**

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation and part UPVC double glazed windows. Grange Road is located off both Dartmouth Street and Lodge Road and the property is within approximately a quarter of a miles distance from the main shopping centre in West Bromwich.

Accommodation:**Ground Floor:**

Lounge, Dining Room, Kitchen and Bathroom having panelled bath, wash basin and WC, stairs to first floor

First Floor:

Two Bedrooms

Outside:

(Front) Walled foregarden
(Rear) Garden

**Vendors Solicitors:**

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 58**Freehold Vacant Possession**

**81 Alum Rock Road, Saltley,
Birmingham B8 1LY**

Property Description:

A mid terraced ground floor retail shop with ancillary accommodation over of traditional brick construction surmounted by a pitched slate clad roof. The property directly fronts the pavement and is located to the western end of Alum Rock Road close to the junction with Ralph Road and forming part of a busy shopping centre predominantly comprising of a diverse range of local retailers.

Accommodation:**Ground Floor:**

Retail Shop: 28.25sq.mtrs (304sq.ft) with recessed entrance and electric roller shutter protection
Stock Room: 7.11sq.mtrs (76sq.ft) with cellar access
Kitchen: 4.77sq.mtrs (51sq.ft)

First Floor:

Stairs and Landing
Room One: 14.7sq.mtrs (158sq.ft)
Room Two: 9.93sq.mtrs (106sq.ft)
Room Three: 7.03sq.mtrs (75sq.ft)

**Outside:**

(Rear) Not inspected

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Freehold Commercial Premises

By Instruction of the Mortgagees in Possession



36 Bennetts Road South, Kerseley, Coventry CV6 2FP

Property Description:

A freehold commercial premises comprising of a two storey brick built office building surmounted by a pitched tile clad roof along with a single storey integral ground floor workshop located to the side and rear. The property is set well back from the road behind a concrete forecourt providing off road parking and the office premises benefit from UPVC double glazed windows along with electric heating. Bennetts Road South leads to Kerseley Road (B4098) which provides direct access to Coventry City Centre being within approximately two miles distance to the south. The property is situated in a predominantly residential area.

Accommodation

Office Building:

Ground Floor:

Reception Hall, Front Office, Open Plan Lobby with access to workshop, Disabled Cloak Room with wc and wash basin and Kitchen

First Floor:

Stairs to Open Plan Office

Workshop

Ground Floor

Workshop One with Cloak Room having wc and wash basin, Partitioned Spray Booth, Workshop Two with access to a covered side yard and separate access to a small garden area

Gross Internal Areas:

Office Building:

Ground Floor: 38.65sq.mtrs (416sq.ft)

First Floor: 33.94sq.mtrs (365sq.ft)

Workshop:

Ground Floor: 88.19sq.mtrs (949sq.ft)

Total Gross Internal Area:

160.78sq.mtrs (1,730sq.ft)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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6 Lock Up Garages, Turner Road, Long Eaton, Nottinghamshire NG10 3GP

Description:

Six lock up garages laid out as two separate blocks of four and two units respectively separated by an electricity substation. The garages are situated at the junction of Turner Road and Hey Street, set back behind a forecourt and are of brick construction with corrugated sheet roofs.

Rental Income:

Garage One: Let at £140 per annum
 Garage Two: Let at £140 per annum
 Garage Three: Let at £140 per annum
 Garage Four: Let at £140 per annum
 Garage Five: Let at £140 per annum
 Garage Six: Vacant

Total Current Rental Income: £700 per annum

Potential Rental Income: £840 per annum (when fully let)

Vendors Solicitors:

Refer to Auctioneers



**35 Hunter Street,
Burton-on-Trent,
Staffordshire DE14 2SR**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, requiring complete modernisation and repair throughout. Hunter Street leads off Horninglow Road and the property is situated within approximately one mile distance to the north of Burton Upon Trent town centre.

Accommodation:

Ground Floor:

Front Reception Room, Inner Hall, Rear Reception Room, Kitchen with pantry

First Floor:

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

Outside:

Shared pedestrian access to rear yard and garden

Vendors Solicitors:

Refer to Auctioneers



Viewings:

Via Cottons – 0121 247 2233

Note: All parties viewing this property must exercise utmost caution and do so entirely at their own risk and neither the vendor nor auctioneers accept liability for any injury caused

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51 Camp Lane, Kings Norton, Birmingham B38 8SL

Property Description:

A two storey link detached double fronted house of traditional brick construction surmounted by a pitched slate clad roof, requiring complete repair and renovation throughout. The property is set back from the road behind a private foregarden and occupies a sizeable plot extending to an area of approximately 0.295 acres which includes a large rear garden. Camp Lane leads directly off Pershore Road (A441) and the property is conveniently within less than a quarter of a mile distance from Kings Norton Railway Station, Kings Norton Park and Cotteridge Shopping Centre which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Reception Hall with cellar access (not inspected), Living Room, Sitting Room, Dining Kitchen with pantry

First Floor:

(Not inspected)
Stairs and Landing, Three Bedrooms and Bathroom

Outside:

(Front) Foregarden and concrete driveway leading to coach house/ garage, pedestrian gated access to rear
(Rear) Large overgrown garden with brick stores

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Important Note: Due to the condition of the property, all persons viewing this property must do so entirely at their own risk and neither the vendors nor the auctioneers accept liability for any personal injury caused. No access will be available to the first floor accommodation.



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Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit. _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

(Edition 3 August 2009) Reproduced with the consent of the RICS

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

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

G12. Management

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

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

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

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

(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

- (a) of the **buyer's VAT** registration;
- (b) that the **buyer** has made a **VAT option**; and
- (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:

- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
- (b) collect the rents payable under the **tenancies** and charge **VAT** on them

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

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

G16. Capital allowances

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

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

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

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

- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
- (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

G18.2 The **seller** warrants that the **seller** has complied with sections 5B 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.

Cottons

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