

PROPERTY AUCTION

Cottons
CHARTERED SURVEYORS

THURSDAY
24TH MAY 2012

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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fitments, drains and any other pipework, appliances, heating systems 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.
15. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquires relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

FOOTNOTE

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

A COLLECTIVE AUCTION SALE OF 63 LOTS

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

**By instruction of a variety of Vendors including Banks,
Receivers, Insolvency Practitioners, Local Authorities,
Solicitors, Joint Property Agents, Companies and
Private Clients.**

ORDER OF SALE

Lot	Property	
1	4 SHUTLOCK LANE, MOSELEY	Freehold Vacant Residential
2	41 KENTISH ROAD, BIRMINGHAM	Freehold Vacant Residential
3	118 SPRINGCROFT ROAD, TYSELEY	Freehold Vacant Residential
4	63 STANMORE ROAD, EDGBASTON	Freehold Vacant Residential
5	169 ANTROBUS ROAD, HANDSWORTH	Freehold Vacant Residential
6	13 PROLE STREET, WOLVERHAMPTON	Freehold Vacant Residential
7	19 COOMBE ROAD, PERRY BARR	Freehold Vacant Residential
8	THE OLD CROWN, 9 SHEEPWASH LANE, TIPTON	Freehold Public House
9	15 PARKSIDE ROAD, HANDSWORTH WOOD	Freehold Vacant Residential
10	2 HOLLY GROVE, HEATHFIELD ROAD, HANDSWORTH	Freehold Vacant Residential
11	FLAT 3 HORSEHILLS HOUSE, HORSEHILLS DRIVE, WOLVERHAMPTON	Leasehold Residential Investment
12	LAND SOUTH OF 18 - 24 LYE CROSS ROAD, ROWLEY REGIS	Freehold Land
13	2 CHESHIRE ROAD, SMETHWICK	Freehold Vacant Residential
14	LAND AT JUNCTION OF BEDDOE CLOSE AND SHEEPWASH LANE, TIPTON	Freehold Building Plot
15	IRONBRIDGE WAY, LONGFORD	Freehold Development Land
16	65 WILLIAM COOK ROAD, BIRMINGHAM	Freehold Vacant Commercial
17	38 LEES STREET, BIRMINGHAM	Leasehold Vacant Residential
18	19 BROMFORD ROAD, HODGE HILL	Freehold Residential Investment
19	THE STATION INN, STATION ROAD, HORSEHAY	Freehold Public House
20	8 PETERSFIELD COURT, STRATFORD ROAD, HALL GREEN	Leasehold Residential Investment
21	1 HALESOWEN STREET, ROWLEY REGIS	Freehold Vacant Commercial
22	BRICKHOUSE MEWS, 1857A PERSHORE ROAD, KINGS NORTON	Freehold Vacant Commercial
23	4 WATTVILLE AVENUE, GREEN LANE, HANDSWORTH	Freehold Vacant Residential
24	GARAGES AT EBRINGTON AVENUE, SOLIHULL	Freehold Garage Investment
25	13 KENPAS HIGHWAY, COVENTRY	Freehold Vacant Residential
26	45 CORPORATION STREET, WALSALL	Freehold Vacant Residential
27	10 LINFORD GROVE, BIRMINGHAM	Freehold Vacant Residential
28	FGR 115, 117, 119 AND 125 LONGFELLOW ROAD, CALDICOT	Freehold Ground Rents
29	FGR 254 STATION ROAD, STETCHFORD	Freehold Ground Rent
30	69A SLADE ROAD, ERDINGTON, BIRMINGHAM	Leasehold Vacant Residential
31	FGR LAND TO THE SIDE AND REAR 195 WASHWOOD HEATH ROAD, SALTLEY	Freehold Ground Rent
32	47 SUMMERHILL ROAD, BILSTON	Freehold Development Land
33	49 YARDLEY ROAD, ACOCKS GREEN	Freehold Vacant Commercial
34	9 CHENISTON ROAD, WILLENHALL	Freehold Vacant Residential
35	9 YEW TREE ROAD, SUTTON COLDFIELD, WEST MIDLANDS B73 5HN	Freehold Vacant Residential
36	169 GREEN LAWN, ST. MARKS ROAD, TIPTON	Leasehold Residential Investment
37	THE HOP POLE HOTEL, 9 MARKET SQUARE, BROMYARD	Freehold Vacant Hotel



38	JESSONS WELL PUBLIC HOUSE 1 NEW STREET, DAVENTRY	Long Leasehold Public House
39	307 GROVELEY LANE, WEST HEATH	Freehold Vacant Residential
40	69 BEACON VIEW ROAD, WEST BROMWICH	Freehold Vacant Residential
41	UNIT 1 BILSTON INDUSTRIAL ESTATE, OXFORD STREET	Freehold Commercial Part Investment
42	LAND SOUTH OF 26 - 38 LYE CROSS ROAD, ROWLEY REGIS	Freehold Land
43	10 CUTSHILL CLOSE, CASTLE BROMWICH	Freehold Vacant Residential
44	612 COVENTRY ROAD, SMALL HEATH	Freehold Commercial
45	LAND ADJ TO WEST MIDLANDS HOUSE, GIPSY LANE, WILLENHALL	Freehold Land
46	4/4A HIGH STREET, DROITWICH	Freehold Commercial
47	THE OLD TOWN HALL, ST. ANDREWS STREET, DROITWICH	Freehold Property
48	100 HIGHFIELD ROAD, SALTLEY	Freehold Vacant Residential
49	981 TYBURN ROAD, ERDINGTON	Leasehold Vacant Commercial
50	30 WOOD END ROAD, ERDINGTON	Freehold Residential Investment
51	14 WILKINSON AVENUE, BILSTON	Freehold Vacant Residential
52	7 WILLENHALL ROAD, BILSTON	Freehold Vacant Residential
53	58 REDDAL HILL ROAD, CRADLEY HEATH	Freehold Vacant Commercial
54	67 & 67A PEAK HOUSE ROAD, BIRMINGHAM	Freehold Residential Investment
55	12B CASTLE HILL, DUDLEY	Freehold Vacant Commercial
56	14 CHESLYN GROVE, WARSTOCK	Freehold Vacant Residential
57	26 GERVASE DRIVE, DUDLEY	Freehold Vacant Residential
58	42 HARNALL LANE WEST, COVENTRY	Freehold Vacant Residential
59	604 BROAD LANE, COVENTRY	Freehold Residential
60	38 THE BROADWAY, DUDLEY	Freehold Vacant Residential
61	14 REDBANK AVENUE, ERDINGTON	Freehold Vacant Residential
62	7 SHERBOURNE ROAD, CRADLEY HEATH	Freehold Vacant Residential
63	96 SLADEFIELD ROAD, WARD END	Freehold Vacant Residential

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

ID REQUIREMENTS

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

DEPOSIT/PAYMENT METHODS

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

A surcharge of 1.95 % is payable for all credit cards and any card associated with a business account

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

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

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

Valuers Ian M. Axon, Stephen D Sutton B.sc (Est.man.) FRICS, Dan O'Malley B.Sc.(Hons) HND, Callum Wing BSc (Hons)

Auction Manager Sue Worrall

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



IMPORTANT NOTICE

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

PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 1.95% surcharge is payable.

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

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

- **Credit Card Payments or Business Card**
(Please note we only accept Visa and MasterCard)
(credit card payments are subject to a surcharge of 1.95%) All cards must be Chip & Pin enabled.

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.





4 Shutlock Lane, Moseley, Birmingham B13 8NZ

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property benefits from having gas fired central heating. Shutlock Lane is located off Dads Lane.

Accommodation:

Entrance Porch, Entrance Hallway, Lounge, Open Plan L shaped Kitchen/ Dining Room, Sun Room

First Floor:

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

Outside:

(Front) Lawned garden and driveway allowing for off road parking

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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41 Kentish Road, Handsworth, Birmingham B21 0BB

Property Description:

A two bedroomed terraced property of brick construction surmounted by a tiled roof. The property benefits from having part UPVC double glazing and gas fired central heating. Kentish Road is located off Wattville Road in turn leading to Holyhead Road (A41).

Accommodation:

Porch, Living Room, Dining Room, Kitchen and Utility Area, Ground Floor W.C.

First Floor:

Two Bedrooms and Bathroom having panelled bath, wash basin, shower cubicle and W.C

Outside:

(Front) Walled Fore-garden

(Rear) Outbuilding and Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

118 Spingcroft Road, Tyseley, Birmingham B11 3EN

Property Description:

A mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, set back from the road behind a lawned foregarden. The property benefits from part UPVC double glazed windows and part gas fired central heating but requires modernisation and improvement throughout. Springcroft Road forms part of an established and predominantly residential road and leads directly off Salford Lane (B4217) which in turn leads off Salford Road (A34) providing direct access to a wide range of retail amenities and services.

Accommodation:
Ground Floor:

Entrance Hall, Lounge, Dining Room with Pantry, Kitchen, Veranda with wc and access to shared side passageway

First Floor:

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


Outside:

(Front) Foregarden

(Rear) Paved patio and partly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





63 Stanmore Road, Edgbaston, Birmingham B16 9SU

Property Description:

A three storey mid terraced house of traditional brick construction surmounted by a pitched slate clad roof and currently laid out to provide four separate flats comprising of three studio flats located to the ground floor and a substantial duplex flat to the first and second floors over which includes five bedrooms. The property requires modernisation and improvement throughout and forms part of an established residential area which contains a range of single private dwellings and flat conversions. Stanmore Road leads directly off Hagley Road (A456) and Birmingham City Centre is situated within approximately two miles distance to the east.

Planning:

A Certificate of Lawfulness for existing use of the property as four flats was approved by Birmingham City Council on 11 August 2000 (Ref: 2000/03492/PA)

Accommodation:

Ground Floor:

Shared Reception Hall,

Flat One: Bed/Sitting Room with Kitchenette, Shower Room with shower, wash basin and wc

Flat Two: Entrance Hall with walk-in Store, Shower Room with shower, wash basin and wc, Bed/Sitting Room with Kitchenette

Flat Three: Shared pedestrian entry access to Entrance Hall, Bed/Living Room, Kitchen, Shower Room with shower, wash basin and wc

First Floor:

Stairs and Landing

Flat Four: Landing Area, Lounge with Kitchenette, Bathroom with panelled bath, pedestal wash basin and wc, Two Double Bedrooms

Second Floor:

Stairs and Landing, Bedroom Three (double), Bedroom Four (double), Bedroom Five (single)

Outside:

(Front) Forecourt parking area

(Rear) Yard with brick outbuildings and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



169 Antrobus Road, Handsworth, Birmingham B21 9NU

Property Description:

A five bedroom three storey end of terrace property set back from the road behind a walled foregarden. The property benefits from having double glazing and gas fired central heating. The property also benefits from having a double garage to the rear accessed via a service road. Antrobus Road is located off Rookery Road (A4040) which in turn can be found off Soho Road (A41)

Accommodation:

Ground Floor:

Porch, Hallway, Through Lounge, Kitchen, Inner Lobby, Bathroom having panelled bath, wash basin and wc

First Floor:

Three Bedrooms and Shower Room having shower cubicle, wash basin and wc

Second Floor:

Two Bedrooms

Outside:

(Front) Walled foregarden

(Rear) Lawned garden, double garage accessed via service road

Legal Documents:

Available at www.cottons.co.uk

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 1.95%)

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 1.95% surcharge is payable.

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.





**13 Prole Street, Wolverhampton,
West Midlands WV10 9AD**

Property Description:

A traditional terraced property of brick construction surmounted by a tiled roof. The property benefits from being recently modernised having gas fired central heating, UPVC double glazing and re-fitted kitchen and re-fitted bathroom. Prole Street is located off Cannock Road (A460) which leads westbound to Stafford Street (A449).

Accommodation:
Ground Floor:

Hallway, Living Room, Dining Room, Re-Fitted Kitchen and Re-Fitted Bathroom having bath, wash basin and W.C.

First Floor:

Three Bedrooms

Outside:

(Front) Fore-Court
(Rear) Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





19 Coombe Road, Perry Barr, Birmingham B20 3EL

Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof, having a single storey extension to the rear and benefiting from UPVC double glazed windows and external doors, gas fired central heating, three reception rooms and modern kitchen and bathroom fittings. The property forms part of an established residential area and Coombe Road leads between Normandy Road and The Broadway which in turn leads off both Witton Road and Birchfield Road (A34). Perry Barr is located within approximately half a mile distance providing access to The University of Central England, the One Stop Shopping Centre and Perry Barr Railway Station.

Accommodation:

Ground Floor:

Reception Hall, Cloak Room with wc and wash basin, Front Reception Room, Middle Reception Room, Breakfast Kitchen with a range of

modern fitted units, Rear Reception Room/Dining Room

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with modern suite comprising panelled bath with shower attachment, pedestal wash basin, Separate Cloak Room with wc

Outside:

(Front) Paved foregraden, pedestrian side access to rear

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





The Old Crown, 9 Sheepwash Lane, Tipton, West Midlands, DY4 7JF

Property Description:

The property is located within the Great Bridge district of Tipton, approximately 8 miles west of Birmingham City Centre, and 2 miles west of West Bromwich Town Centre.

The property is situated on the northern side of Sheepwash Lane (B4166) close to its junction with Whitehall Road.

The property comprises a site of approximately 400 sq.m currently developed to provide a vacant public house.

The main building to the Sheepwash Lane frontage is of substantial three storey brick and tile construction. There is a two storey wing building to the rear of the property of similar construction to the main building, and a number of single storey additions and out-buildings.

Accommodation:

The property was unoccupied at the time of inspection and has been secured. Accordingly, the auctioneers have not inspected the property internally. It is however, thought that prospective purchasers may be inclined to redevelop or alter the property.

Planning:

The property may have potential for residential use, subject to the grant of planning permission. Indeed, we understand a planning application has been submitted to redevelop or convert the property to form five flats and 6 car parking spaces.

VAT:

The sale proceeds shall attract VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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



**15 Parkside Road,
Handsworth Wood,
Birmingham B20 1EL**

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having part double glazing and electric heating. The property further benefits from having a garage to the rear accessed via a service road. Parkside Road is located off Acfold Road which in turn can be found off Hamstead Hall Avenue.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

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

Outside:

(Front) Lawned Garden



(Rear) Garden and garage accessed via service road to the rear

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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2 Holly Grove, off Heathfield Road, Handsworth, Birmingham B19 1HF

Property Description:

A traditional terraced property of brick construction surmounted by a tiled roof. The property benefits from having gas fired central heating. Holly Grove is located off Heathfield Road which leads eastbound to Birchfield Road (A34).

Outside:

(Front) Fore-garden

(Rear) Rear Courtyard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

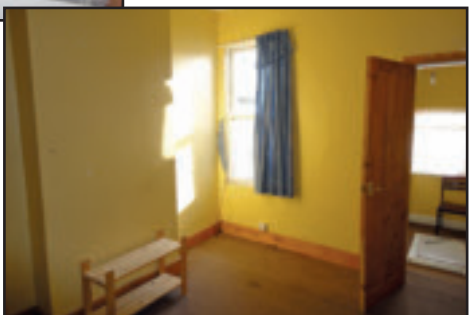
Accommodation:

Ground Floor:

Living Room, Dining Room, Kitchen and Shower Room having shower cubicle, wash basin and W.C

First Floor:

Bedroom One, Bedroom Two (Intercommunicating) with Bedroom Three





Flat 3 Horsehills House, Horsehills Drive, Compton, Wolverhampton WV3 9JL

Property Description:

A purpose built first floor apartment forming part of a modern two storey development containing a total of three units and forming part of a popular and well regarded residential location. The property is situated on a sizeable plot which includes a car park and lock up garage located to the rear and benefits from UPVC double glazed windows and electric storage heating. Horsehills Drive comprises of a cul-de-sac located off Richmond Road which in turn leads off Compton Road (A454) conveniently within approximately one mile distance to the west of Wolverhampton City Centre. The property is currently let on a Regulated Tenancy at a registered rental of £445 per calendar month (£5,340 per annum) effective from 19th March 2011.

Accommodation:

Ground Floor:

Shared Entrance Hall, Stairs and Landing

First Floor:

Reception Hall, Lounge/Dining Room, Kitchen, Double Bedroom, Bathroom with panelled bath, pedestal wash basin and wc

Outside:

Paved communal gardens and a tarmacadam driveway leading to a rear parking area and containing a lock up garage

Leasehold Information:

Term: 99 years from 25 March 1980
Ground Rent £35 per annum

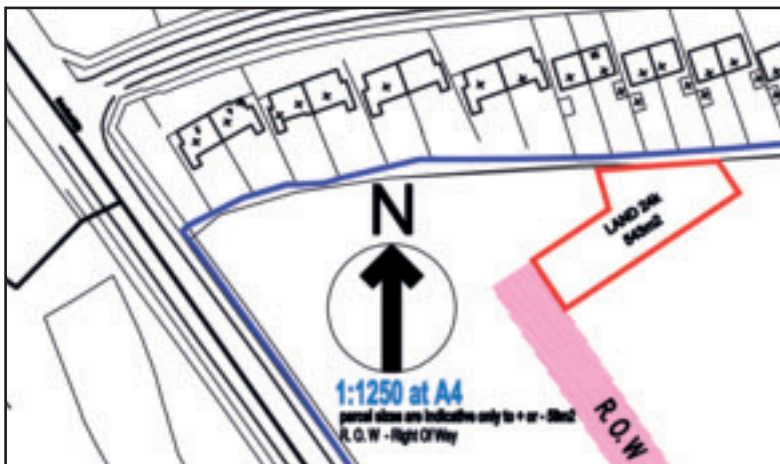
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





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

Land to the South of 18 – 24 Lye Cross Road, Rowley Regis, West Midlands (Ref: LAND 24K)

Description:

The land comprises an irregular shaped unfenced site of about 0.134 acres (543 sq. mtrs) measuring approximately 41metres wide and averaging between 12 to 18 metres deep and situated to the rear of a row of houses known as 18 to 24 Lye Cross Road. The site is part of a large area of public open space bounded by housing.

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

Planning:

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

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

Location:

The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is to the south of 18 – 24 Lye Cross Road approached via a right of way from Portway Hill.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

LOT 13

Freehold Vacant Possession

2 Cheshire Road, Smethwick, West Midlands B67 6DJ

Property Description:

A three bedroomed mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition. Cheshire Road is located off Bearwood Road (B4125)

Accommodation:

Ground Floor:

Hallway, Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having panelled bath, washbasin and wc

First Floor:

Three Bedrooms

Outside:

(Front) Walled foregarden
(Rear) Paved garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Land at Junction of Beddoe Close and Sheepwash Lane, Tipton, West Midlands DY4

Description:

A parcel of L-Shaped freehold building land prominently situated at the junction of Beddoe Close and Sheepwash Lane and at the entrance to a cul-de-sac containing a range of modern residential dwelling houses and flats. The plot benefits from planning consent for the erection of a detached dwelling house and is located within walking distance of Sheepwash Nature Reserve and within approximately two and a half miles distance from both Dudley and West Bromwich Town Centres.

Planning:

Planning consent was granted by Sandwell Metropolitan Borough Council (Ref: DC/10/51990 and dated 23rd September 2010) for outline application and approval of details of access and layout for 1 No. detached dwelling.

The Architect's plan submitted with the application detailed the following proposed accommodation.

Note: This scheme is subject to the submission and approval of an application for full planning consent.

Proposed Accommodation:

Ground Floor:

Reception Hall, Office, Living Room, Dining Room, Kitchen, Utility Room, Cloak Room with wc and Play Room

First Floor:

Stairs and Landing, Master Bedroom with En-suite Shower Room, Bedroom Two with En-suite Shower Room, Bedroom Three, Bedroom Four, Family Bathroom

Outside:

Surrounding lawned gardens and car parking

A copy of the planning consent is available for inspection at the Auctioneers' offices

Legal Documents:

Available at www.cottons.co.uk

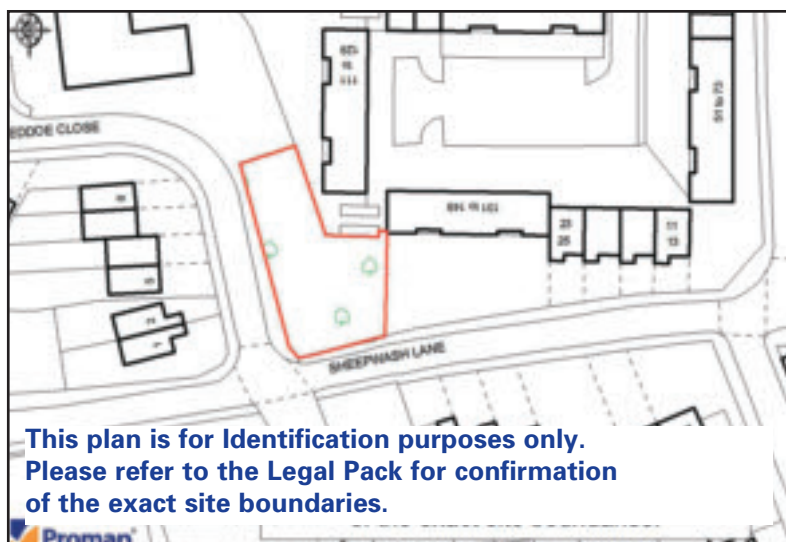
Viewings:

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 12th July 2012** 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.







Residential Development Site, Ironbridge Way, Longford, Coventry CV6 6DP

Description:

A parcel of freehold irregular shaped land having planning consent for the erection of 8 two and a half storey townhouses, set out in two separate blocks and having a central car parking area. The site extends to an area of 0.263 acres and is generally level and currently secured with palisade fencing.

The site has a wide frontage along Ironbridge Way and forms part of a modern housing estate located off Blackhorse Road which in turn leads off Longford Road (B4113). The site is conveniently within approximately one and half miles distance from the M6 Motorway (junction 3).

Planning:

The site benefits from planning consent granted by Nuneaton and Bedworth Borough Council (Ref: 031200) and dated 27th February 2012 for the erection of 8 Townhouses with associated car parking. The Architects' plans submitted with the planning application detailed the following proposed accommodation for each unit.

Proposed Accommodation:

Ground Floor:

Reception Hall with Cloak Room, Dining Kitchen, Lounge

First Floor:

Stairs and Landing, Two Bedrooms, Bathroom

Second Floor

Stairs to Master Bedroom, Dressing Room and En-suite Shower Room.

A copy of the planning documents are available for inspection from the auctioneers' offices.

Legal Documents:

Available at www.cottons.co.uk

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.

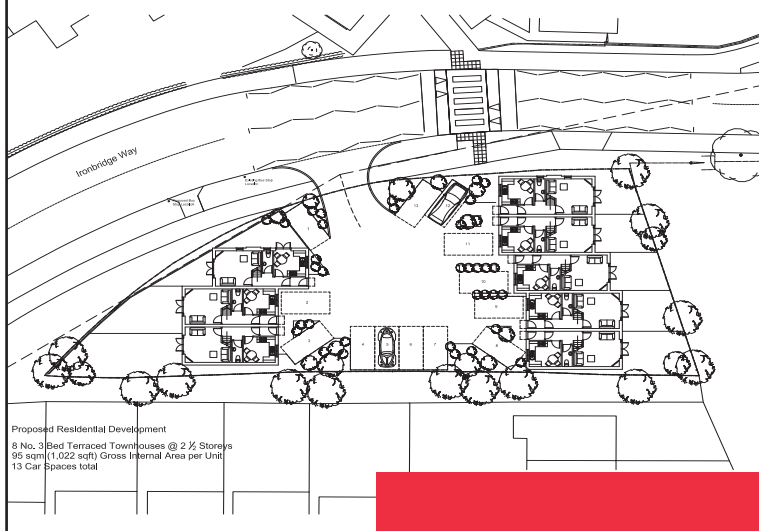
Thank you in advance for your co-operation.

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





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



Connells



COTTONS
THE AUCTIONEERS





65 William Cook Road, Ward End, Birmingham, B8 2HS

Property Description:

The property is located approximately 4 miles east of Birmingham City Centre within a predominately residential area.

The property currently comprises a yard, with single storey storage buildings, formerly used as a builders yard and premises.

Planning:

The local planning authority, Birmingham City Council, granted full planning permission (2001/06218/PA) on 15th November 2011, subject to conditions, for the demolition of the existing light industrial workshops/garages occupying this site and the erection of a detached two bedroom dwelling, and two, two bedroom semi-detached dwelling houses.

Existing Accommodation:

The property has a site area of approximately 3,964 sq.ft (368 sq.m) (0.091 acres)

The site is currently developed to provide a range of single storey light industrial or storage buildings. These buildings have a total gross internal area of approximately 1,034 sq.ft (96.1 sq.m)

New Development:

A copy of the planning consent and architects drawings relating to the proposed residential development are available for inspection on Birmingham City Councils website.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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







**38 Lees Street, Winson Green,
Birmingham B18 5DB**

Property Description:

A ground floor maisonette part of a purpose built development of brick construction surmounted by a tiled roof. Lees Street is located off Lodge Road which leads westbound to Winson Green Road (A4040).

Accommodation:

Living Room, Kitchen, Bedroom and Bathroom having bath with shower over, wash basin and W.C

Outside:

Fore-garden and allocated parking space

Leasehold Information:

Term: 99 Years from 25th December 1982

Ground Rent: £45 rising to £180 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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





19 Bromford Road, Hodge Hill, Birmingham B36 8HU

Property Description:

A three bedroomed semi-detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a block paved driveway allowing for off road parking. The property benefits from having double glazing and gas fired central heating. The property is located on Bromford Road close to the junction of Bromford Lane (A4040). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental income of £575.00 pcm (£6,900.00 per annum)

First Floor:

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

Outside:

(Front) Block paved driveway allowing for off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

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

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COTTONS
THE AUCTIONEERS



**By Instruction of the Joint Liquidator of
Vango Ventures LLP
Freehold Public House/ Restaurant Premises
with Substantial Car Park to the Rear**



**The Station Inn, Station Road, Horsehay, Telford,
Shropshire TF4 2NJ**

Property Description:

A detached public house of brick construction surmounted by a pitched tile clad roof situated directly fronting Station Road and benefiting from sizeable living accommodation, beer garden and extensive rear car park. The property forms part of a predominantly residential area located approximately two and a half miles to the south west of Telford Town Centre and situated within easy access to the M54 Motorway via the A442 Queensway. Shrewsbury is located within approximately thirteen miles distance to the west and Birmingham and Wolverhampton are approximately thirty five miles and eighteen miles to the east respectively.

Planning:

The property may be suitable for a range of alternative commercial or residential uses and all interested parties should discuss any proposals which they may have prior to bidding, with the local planning department at Telford and Wrekin Council on: 01952 380000.

Accommodation:

Ground Floor:

L-shaped Bar and Dining Room, Kitchen and Preparation Room, Rear Veranda/Entrance with Store Room, Ladies and Gents Toilets and access to Cellar

First Floor:

Function Room with Bar, Separate Stair Access to Living Accommodation comprising Five Double Bedrooms, Lounge, Bathroom with panelled bath having shower over, wash basin and separate wc

Dimensions:

Ground Floor: 123sq.mtrs (1,325sq.ft) approximately

First Floor: 123sq.mtrs (1,325sq.ft) approximately

Total: 246sq.mtrs (2,648sq.ft) approximately

Outside:

(Front) Tarmacadam Forecourt with side yard, pedestrian access to rear yard with paved/lawned beer garden.

(Rear) Vehicular right of way to an extensive car parking area for 24 cars.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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



COTTONS
THE AUCTIONEERS





8 Petersfield Court, Stratford Road, Hall Green, Birmingham B28 9BL

Property Description:

A well laid out two bedroom flat situated on the first floor of a purpose built development, set back from Stratford Road behind communal lawned gardens. The property benefits from gas fired central heating, UPVC double glazed windows, communal car parking and a lock up garage located in an adjacent block. The property is located close to the junction with Staplehurst Road and forms part of a popular residential area located approximately four miles distance to the south east of Birmingham City Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum)

Accommodation:

The following information has been provided by the Joint Auctioneers:

Ground Floor:

Communal Entrance Hall, Stairs and Landing

First Floor:

Hallway, Lounge/Dining Room, Breakfast Kitchen, Two Double Bedrooms, Bathroom with bath having shower over, wash basin and wc

Outside:

Surrounding communal gardens, communal car parking and a lock up garage located in an adjacent block

Leasehold Information

Term: 75 years from 29th September 1970

Ground Rent: £25 per annum

Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





1 Halesowen Street, Rowley Regis, West Midlands, B65 0HG

Property Description:

The premises are located within Rowley Regis or Blackheath Town Centre on the southern side of Halesowen Street, close to its junction with Market Place and High Street.

The retail core of Rowley Regis Town Centre is represented by several national multiple retailers, combined with regional multiples and independent traders. There is a Sainsbury's Superstore located within the Town Centre at the junction of Halesowen Street and Horner Way.

The property comprises a middle of terrace two storey building, with cellar or basement storage space. There is also an attic, which may offer conversion or development potential, subject to statutory consents.

The premises briefly comprise a former public house which was last used as a double-fronted shop. The first floor comprises generously proportioned three bedroom living accommodation.

Accommodation:

Ground Floor:

Double fronted shop
88.6 sq.m (954 sq.ft)
Inner Lobby
Gents Toilets (requires re-commissioning)
Ladies Toilets (requires re-commissioning)



Outside:

Covered yard
Boiler Room with gas fired central heating boiler
Shed 33.7 sq.m (363 sq.ft)
Shed 14.3 sq.m (154 sq.ft)

First Floor:

Living accommodation with Inner Lobby, Living/Dining Room, Kitchen, Bathroom/toilet and Three Bedrooms

The living accommodation has a gross internal area of approximately 133.4 sq.m (1,436 sq.ft)

There is an open yard at the rear of the property which may be used for parking or future development (subject to statutory consents)

Tenure:

The property is offered freehold, with vacant possession upon completion

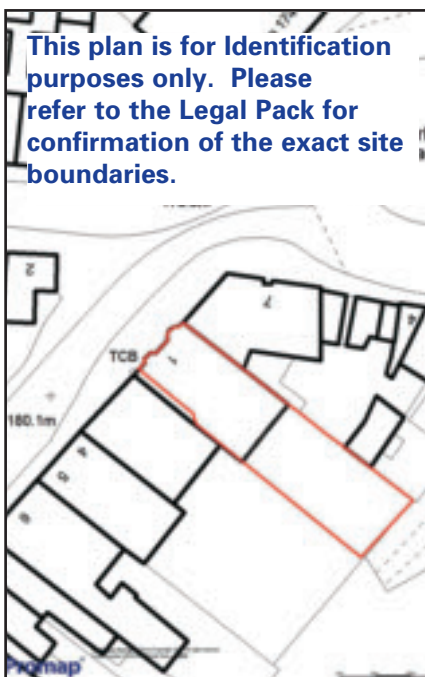
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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





Brickhouse Mews, 1857a Pershore Road, Kings Norton, Birmingham, B30 3DJ

Property Description:

The property is located approximately 6 miles south of Birmingham City Centre.

The property comprises a rectangular shaped parcel of land, approached via a driveway between shops fronting Pershore Road. The land is currently developed to provide two office or light industrial buildings. There is potential to redevelop the site, or provide further buildings, subject to statutory consents.

The building towards the front of the site is of two storey brickwork construction with a slate roof.

The building towards the rear of the site is of single storey construction with a pitched tiled roof.

The buildings have previously been used for B1 (a), B1 (c), and B8 purposes. The buildings and indeed the site have potential for alternative uses, subject to the grant of planning permission

Accommodation:

Building One (front of site):

Ground floor partitioned to provide office/workshop, lobby, kitchen and toilet.

Net Internal Area 456 sq.ft (42.4 sq.m)

First Floor:

Partitioned to provide landing with kitchen area, open plan office and toilet.

Net internal area 409 sq.ft (38.0 sq.m)

Total Net Internal Area, Building One 865 sq.ft (80.4 sq.m)

Building Two (rear of site):

Suite One:

Partitioned to form two offices and toilet, with shower cubicle.

Net internal area 388 sq.ft (36.0 sq.m)

Suite Two:

Partitioned to provide office and toilet, with shower cubicle.

Net internal area 217 sq.ft (20.2 sq.m)

Total Net Internal Area Building Two 605 sq.ft (56.2 sq.m)

Outside:

The property has a total site area of approximately 0.231 acres providing scope for redevelopment or on site expansion.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**4 Wattville Avenue,
Off Green Lane,
Handsworth,
Birmingham B21 0DJ**

Property Description:

A two bedroomed mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating and newly fitted bathroom and kitchen fitments. Wattville Avenue is located off Green Lane which in turn is found off Holyhead Road (A41)

Accommodation:

Ground Floor:

Lounge, Kitchen/Dining Room

First Floor:

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

Outside:

(Front) Walled foregarden

(Rear) Garden

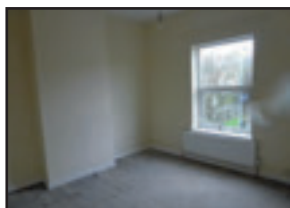


Legal Documents:

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Viewings:

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Garage Yard, Ebrington Avenue, Solihull, West Midlands B92 8HU

Property Description:

An L-shaped yard extending to an area of approximately 0.195 acres and accessed by way of a secure gated tarmacadam driveway located between numbers 72 and 74 Ebrington Avenue. The yard contains a total of 20 lock up garages set back behind a gravelled forecourt having been owned by the existing vendor for approximately 30 years and during this time the yard has provided a good stable investment. Ebrington Avenue forms part of a popular residential area and leads directly off Old Lode Lane which in turn leads off Hobbs Moat Road (B425).

Rental Income:

Each garage is currently let on a licence at a rental of £8.50 per week (£442 per annum)

Total Rental Income: £8,840 per annum

Note: At the time of printing we understand that all garages are currently let

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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



ACRES





13 Kenpas Highway, Coventry CV3 6AZ

Property Description:

A traditional end terraced house of rendered brick construction surmounted by a pitched interlocking tile clad roof, situated at the junction with Woodside Crescent North and set back from the road behind a lawned foregarden. The property is in need of some repair and benefits from gas fired central heating, UPVC double glazed windows along with potential for rear off road car parking with drop curb access off Woodside Avenue North.

Accommodation:

Ground Floor:

Vestibule Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with Utility Cupboard

First Floor:

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

Outside:

(Front) Lawned foregarden extending to the side of the property

(Rear) Garden area with tarmacadam hard standing providing potential for off road car parking, paved patio and brick built stores.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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



45 Corporation Street, Walsall, WS1 4EZ

Property Description:

A refurbished three bedroomed mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has been refurbished to include new UPVC double glazing and gas fired central heating throughout and further benefits from new kitchen and bathroom fittings. Corporation Street can be

located off Wednesbury Road and is approximately a quarter of a mile from Walsall Town Centre.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen

First Floor:

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

Outside:

(Front) Walled Foregarden

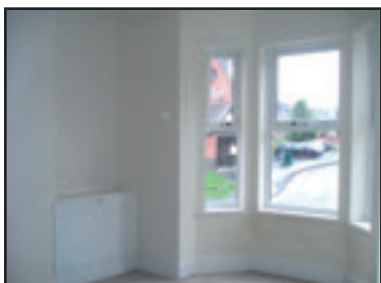
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



ID

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 any questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the Auction Team prior to the sale day.



10 Linford Grove, Yardley, Birmingham B25 8SY

Property Description:

A mid terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a block paved driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Linford Grove can be found off Debenham Road which in turn is located off Fieldhouse Road.

Accommodation:
Ground Floor:

Hallway, Lounge, Kitchen, Bathroom having panelled bath and wc

First Floor:

Three Bedrooms

Outside:

(Front) Block paved driveway allowing for off road parking

(Rear) Garden


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

A Portfolio of Freehold Ground Rent Investments

Freehold Ground Rents 115, 117, 119 and 125 Longfellow Road, Caldicot, Gwent NP26

Description:

A portfolio of freehold ground rents secured upon a range of modern terraced houses situated in the town of Caldicot and located approximately six miles distance to the south west of Chepstow.

The properties are each subject to a long lease for a term of 99 years from 1st January 1964 with each lessee paying a ground rent of £13 per annum.

Total Ground Rent Income:

£52 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

ADMINISTRATION FEE

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. 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. Should the purchaser not be able to pay the required fee on the day then the fee will be added to the completion balance.

If you have any questions then please do not hesitate to contact the Auction Team prior to the sale day on 0121 247 2233.





Freehold Ground Rent, 254 Station Road, Stechford, Birmingham B33 8QR

Description:

A freehold ground rent secured upon a traditional semi detached house of brick construction surmounted by a pitched tile clad roof and set back from the road behind a service road and verge area.

The property is subject to a long lease for a term of 99 years from 25th March 1929 with the lessee paying a ground rent of £7.25 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

69a Slade Road, Erdington, Birmingham B23 7PN

Property Description:

A first floor flat located in a converted terraced house of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The flat has the benefit of its own separate entrance at the rear and the property further benefits from having UPVC double glazing and gas fired central heating. The property is located on Slade Road close to the junction with Hillside Road. The property is within approximately a quarters of a miles distance of junction 6 of the M6 Motorway

Accommodation:

Ground Floor:

Side Entrance to rear, stairs

First Floor:

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



Outside:

(Front) Walled foregarden
(Rear) Lawned Garden

Lease Information:

Term: 99 years from 25th March 1990
Ground Rent: £1.00 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





**Freehold Ground Rent,
Land to side & rear
195 Washwood Heath Road,
Saltley, Birmingham B8**

Description:

A Freehold Ground Rent secured upon a parcel of land, roughly triangular in shape, extending to an area of approximately 503 sq m (0.124 acres) accessed by way of a driveway located adjacent to number 195 Washwood Heath Road. The land borders the rear of a number of residential properties located in Washwood Heath Road, Wright Road and Herrick Road and may be suitable in the future for car parking and rear access to the adjacent properties.

Lease Information:

The land contains an electricity substation and is subject to a long lease, granted to Midlands Electricity Board, which expires on the 25 March 2033.

Ground Rent £5.00 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

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





47 Summerhill Road, Coseley, West Midlands, WV14 8RE

Property Description:

The property is located on the western side of Summerhill Road (B4163), between its junctions with Yew Tree Lane (B4483), and Philip Street.

The property is located within a predominately residential area although there are a few individual retail properties located close by.

The property comprises a cleared, vacant site ready for redevelopment, and was previously developed to provide a public house known as The Earl of Wessex.

Site Area:

The property comprises a vacant site, having a total area of approximately 1,445 sq.m (0.357 acres)

Planning:

Planning permission was granted, subject to conditions, on 21st September 2010 for the demolition of the existing public house and erection of 8 dwellings. The relevant application number is P10/1104

Tenure:

The property is offered with freehold, with vacant possession upon completion.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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





**49 Yardley Road, Acocks Green,
Birmingham B27 6HG**

Property Description:

A three storey mid-terraced property of brick construction surmounted by a tiled clad roof set back from the road behind a block paved forecourt. The property comprises of a ground floor retail unit, a self-contained ground floor flat and further living accommodation/flat to the first and second floors accessed via separate entrances to the rear of the property. The property benefits from having UPVC double glazing and gas fired central heating throughout. The property is located on a parade of shops located on Yardley Road (B4146) close to the junction with Douglas Road and Alexander Road.

Accommodation:

Ground Floor:

Retail Unit:

Front Office 21.22sq.mtrs, Rear Office/
Kitchen 12.62sq.mtrs and wc.

Ground Floor Flat:

Accessed via the rear having Entrance Hallway, Kitchen, Bedroom/lounge and Shower Room having Shower Cubicle, WC and Washbasin.

First Floor:

Accessed via the rear stairwell having Kitchen, Bathroom having panelled bath and washbasin, a separate WC, Rooms 1 and 2. stairs to

Second Floor:

Rooms 3 and 4

Outside

(Front) Block paved forecourt

(Rear) Garage providing off road parking and driveway allowing access to flat and first and second floors

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





9 Cheniston Road, Willnehall, West Midlands WV12 5QR

Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a foregarden and driveway and requiring complete modernisation and repair throughout. The property forms part of an established residential area and leads off Wesley Road (A462).

Accommodation:

Ground Floor:

Entrance Hall, Dining Room/Kitchen with Pantry, Full Width Lounge, Small Conservatory

First Floor:

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

Outside:

(Front) Lawned foregarden and side driveway providing off road parking

(Rear) Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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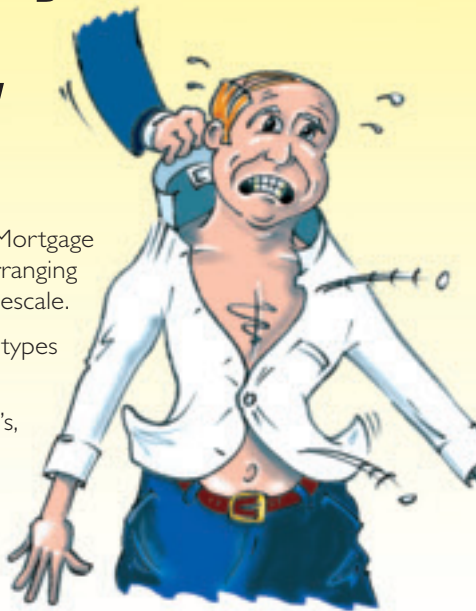
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**9 Yew Tree Road,
Sutton Coldfield,
West Midlands
B73 5HN**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, requiring modernisation and improvement. Yew Tree Road forms part of a popular and established residential area and comprises of a cul-de-sac located off Sheffield Road which in turn leads off Boldmere Road (B4142). Chester Road Railway Station is within approximately 200 metres distance and Sutton Coldfield Town Centre lies within approximately two miles distance to the north.

Accommodation:

Ground Floor:

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

First Floor:

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



Outside:

(Front) Small paved foregarden

(Rear) Yard with shared pedestrian access, brick stores and wc and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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169 Green lawns, St. Marks Road, Tipton, DY4 0SU

Property Description:

A well laid out first floor flat forming part of a purpose built development and offered for sale in a presentable internal condition benefiting from gas fired central heating. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £100.00 per week (£5,200.00 pa). Greenlawns is located off St.Marks Road which is located off Upper Church Lane (B4163). The exterior of all other blocks on Greenlawns have been re-clad. This block is the last one to be completed & exterior UPVC Cladding redecoration works are due to commence.

Accommodation:

Ground Floor:

Communal Entrance Hall with security

entry system, stairs and landing

First Floor:

Reception Hall, Lounge, Kitchen, Bedroom and Bathroom having panelled bath, washbasin and wc

Outside:

Communal Gardens

Leasehold Information:

Term: 99 Years from 25th December 1986

Ground Rent: £40

Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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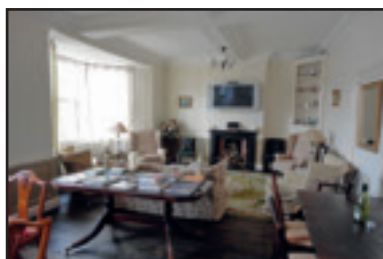
COTTONS



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Freehold Hotel Premises/ Business Opportunity with Vacant Possession



The Hop Pole Hotel, 9 Market Square, Bromyard, Herefordshire HR7 4BP

Property Description:

An attractive and prominent freehold town centre hotel premises located in the well regarded market town of Bromyard and set back behind Market Square which provides informal car parking. The property is of three storey brick construction surmounted by a pitched tile clad roof and trades as a Public House/Restaurant and Hotel having 11 let-able rooms with ancillary staff accommodation. We understand from the vendors that it is currently popular as an exclusive use weekend venue. Bromyard comprises of a popular town located off the A44 approximately ten miles distance from both Worcester and Hereford County Towns.

Accommodation:

Ground Floor:

Entrance leading to Bar with Restaurant Area, Commercial Kitchen with Wash up Area, Ladies and Gents Toilets, Inner Hallway with Stairs to

First Floor:

Function Room, Ladies and Gents Toilets, Double Guest Bedroom with wash basin, Managers Flat having Two Double Bedrooms, Bathroom with bath, wc and wash basin

Second Floor:

Stairs and Landing, Ten Large Double Bedrooms all with wash basins, Bathroom with bath, wash basin and wc.

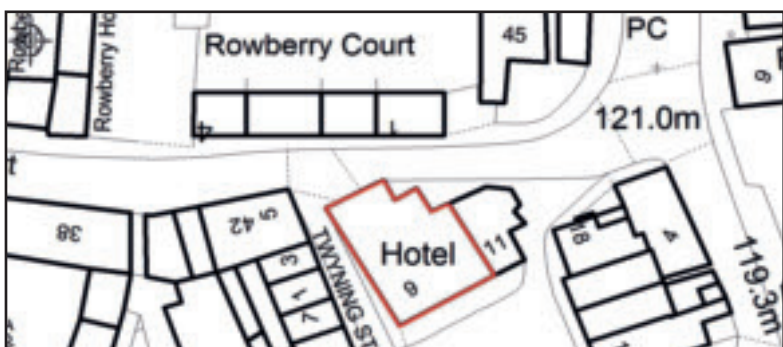
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Note: The purchase price will attract VAT at the current rate



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



By Instruction of the Mortgagees Not in Possession Long Leasehold Public House/ Restaurant/Nightclub Premises



Jessons Well Public House, 1 New Street, Daventry, Northamptonshire NN11 4BT

Property Description:

An attractive Grade II Listed public house/restaurant/nightclub premises of two storey rendered brick/stone construction surmounted by a pitched roof and occupying a prominent Town Centre position adjacent to Tesco Superstore. The property is set back behind a paved beer garden and provides flexible accommodation which may be suitable for a variety of alternative uses (subject to obtaining the relevant planning consents). We understand that the business ceased trading in January 2011 and that the Premises Licence has been maintained and all interested parties should satisfy themselves, prior to bidding, of the current status by contacting the Licensing Officer at Daventry Police Station. Daventry comprises of a well regarded market town located approximately ten miles distance to the west of Northampton and approximately seven miles distance from both the M45 Motorway and the M1 Motorway (junction 18).

Accommodation:

Ground Floor:

Hallway, Lobby, Ladies and Gents Toilets, Bar and Lounge Area, walk-in Store, Disabled Toilet, Side Entrance with secondary access to First Floor, Kitchen and Beer Cellar

First Floor:

Public Stair Access to Nightclub/ Function Room and further stair access to Loft Storage

Outside:

(Front) Block paved beer garden
(Side) Paved car parking/ loading area

Gross Internal Area:

Ground Floor:

192.19 sq. mtrs. (2,068 sq. ft.)

First Floor:

165.37 sq. mtrs. (1,780 sq. ft.)

Total: 357.56 sq. mtrs. (3,848 sq. ft.)

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 all access arrangements are subject to the co-operation of the debtor.

No warranty can be provided that 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.

All interested parties must satisfy themselves as to the exact property that they are purchasing by referring to the Title Register and Plan located in the legal pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





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



Energy Performance Certificate

Non-Domestic Building

Address: 100-102, 104-106, 108-110, 112-114, 116-118, 120-122, 124-126, 128-130, 132-134, 136-138, 140-142, 144-146, 148-150, 152-154, 156-158, 160-162, 164-166, 168-170, 172-174, 176-178, 180-182, 184-186, 188-190, 192-194, 196-198, 200-202, 204-206, 208-210, 212-214, 216-218, 220-222, 224-226, 228-230, 232-234, 236-238, 240-242, 244-246, 248-250, 252-254, 256-258, 260-262, 264-266, 268-270, 272-274, 276-278, 280-282, 284-286, 288-290, 292-294, 296-298, 300-302, 304-306, 308-310, 312-314, 316-318, 320-322, 324-326, 328-330, 332-334, 336-338, 340-342, 344-346, 348-350, 352-354, 356-358, 360-362, 364-366, 368-370, 372-374, 376-378, 380-382, 384-386, 388-390, 392-394, 396-398, 400-402, 404-406, 408-410, 412-414, 416-418, 420-422, 424-426, 428-430, 432-434, 436-438, 440-442, 444-446, 448-450, 452-454, 456-458, 460-462, 464-466, 468-470, 472-474, 476-478, 480-482, 484-486, 488-490, 492-494, 496-498, 500-502, 504-506, 508-510, 512-514, 516-518, 520-522, 524-526, 528-530, 532-534, 536-538, 540-542, 544-546, 548-550, 552-554, 556-558, 560-562, 564-566, 568-570, 572-574, 576-578, 580-582, 584-586, 588-590, 592-594, 596-598, 600-602, 604-606, 608-610, 612-614, 616-618, 620-622, 624-626, 628-630, 632-634, 636-638, 640-642, 644-646, 648-650, 652-654, 656-658, 660-662, 664-666, 668-670, 672-674, 676-678, 680-682, 684-686, 688-690, 692-694, 696-698, 700-702, 704-706, 708-710, 712-714, 716-718, 720-722, 724-726, 728-730, 732-734, 736-738, 740-742, 744-746, 748-750, 752-754, 756-758, 760-762, 764-766, 768-770, 772-774, 776-778, 780-782, 784-786, 788-790, 792-794, 796-798, 800-802, 804-806, 808-810, 812-814, 816-818, 820-822, 824-826, 828-830, 832-834, 836-838, 840-842, 844-846, 848-850, 852-854, 856-858, 860-862, 864-866, 868-870, 872-874, 876-878, 880-882, 884-886, 888-890, 892-894, 896-898, 900-902, 904-906, 908-910, 912-914, 916-918, 920-922, 924-926, 928-930, 932-934, 936-938, 940-942, 944-946, 948-950, 952-954, 956-958, 960-962, 964-966, 968-970, 972-974, 976-978, 980-982, 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307 Groveley Lane, West Heath, Birmingham B31 4PS

Property Description:

A four bedroomed mid-terraced property surmounted by a tiled roof set back from the road behind a foregarden. The property benefits from having UPVC double glazing, gas fired central heating and is offered for sale in a presentable condition throughout. Groveley Lane can be found off Longbridge Lane which in turn can be found off Bristol Road (A38) and is within walking distance to the newly built Bournville College.

Accommodation:

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

First Floor:

Four bedrooms and bathroom having panelled bath, washbasin and wc

Outside:

(Front) Foregarden and bedded area

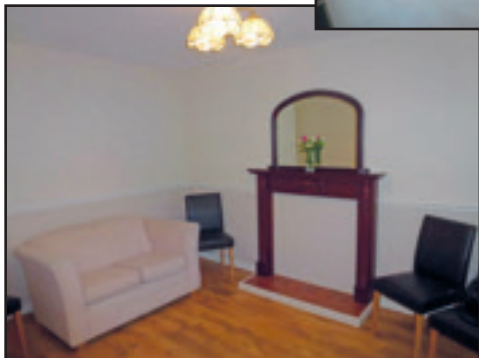
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





69 Beacon View Road, West Bromwich, West Midlands B71 3NL

Property Description:

A modern three storey semi detached house of cavity brick construction surmounted by a pitched tile clad roof having dual elevations, fronting Beacon View Road but having rear access and car parking located off Farm End Close which comprises of a cul-de-sac located to the rear. The property forms part of a modern housing development known as Park Mews which is located at the junction of Beacon View Road and Smithmoor Crescent. The property provides well laid out accommodation which includes three bedrooms and benefits from double glazed windows and gas fired central heating.

Accommodation:

Ground Floor:

Lounge/Dining Room, Breakfast Kitchen, Stairs to:

First Floor:

Reception Hall/Room, Inner Hallway, Bathroom with panelled bath, pedestal wash basin and wc, Bedroom Three

Second Floor:

Stairs and Landing, Bedroom One, Bedroom Two and shared Ensuite Shower Room with glazed shower enclosure, wash basin and wc

Outside:

(Front) Yard/Drying Area and pedestrian side access to rear
(Rear) Parking space and small garden area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Unit 1, Bilston Industrial Estate, Oxford Street, Bilston, West Midlands, WV14 7EG

Property Description:

The premises are located in a predominantly industrial area on Oxford Street (A41), approximately 10 miles north west of Birmingham City Centre and 3 miles south of Wolverhampton City Centre.

The National motorway network is accessible at junctions 9 and 10 of the M6 motorway approximately 4 miles to the east.

The property comprises a detached 3 bay industrial or warehouse building of steel frame construction, with brickwork and corrugated iron sheet wall cladding. The roofs are of the light steel trussed type, clad in corrugated asbestos cement sheets, part lined and with glazed roof lights. The floor is of solid concrete construction throughout. The building includes a mezzanine.

The property includes a detached toilet block which requires re-commissioning.

The building provides clear open workshop or warehouse accommodation which has currently been partitioned using blockwork to form a series of individual units, which are the subject of tenancy agreements. There is potential to divide the remaining space in a similar manner, or

equally the opportunity for an occupier to take possession of the available space and derive a rental income.

Accommodation:

Ground Floor:

The main workshop/warehouse has a gross internal area of approximately 31,193 sq.ft (2,897.8 sq.m). Approximately one third of the accommodation is currently let, with the remaining space available with vacant possession.

First Floor:

The building includes a mezzanine, having an area approximately 3,192 sq.ft (296.5 sq.m).

The Total Gross Internal Area of the building including the mezzanine, is therefore approximately 34,385 sq.ft (3,194.4 sq.m).

The eaves height of the building varies through the individual bays, ranging from approximately 4.85 meters to 5.55 meters.

Tenure/Tenancies:

The building is offered freehold, with vacant possession of part of the premises and with the remainder let under a series of tenancy agreements and income producing.



The vendor states that the building is currently part let under 6 tenancy agreements, producing a gross monthly rent of £1,885.00 inclusive of business rates, repairs, insurance, utilities and usual outgoings. Please see legal pack for details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





**Land to the South of
26 – 38 Lye Cross Road, Rowley Regis,
Near Oldbury
(Ref: LYE CROSS LAND B)**

Description:

The property comprises irregular shaped unfenced site of about 3272sq. mtrs (0.8 acres) on average 60m wide x 45 metres deep. The site is part of a large area of public open space bounded by housing.

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

The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is to the south of 26 – 38 Lye Cross Road is approached via a right of way from Portway Hill.

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.

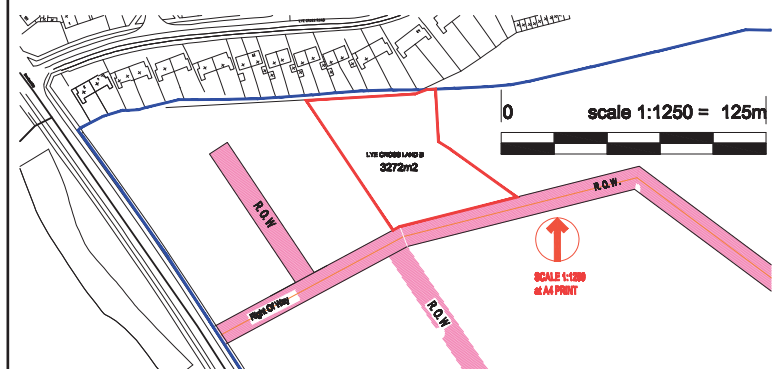
Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

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





10 Cutshill Close, Castle Bromwich, Birmingham B36 9SQ

Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road behind a block paved foregarden allowing for off road parking and access to garage. The property benefits from having double glazing and gas fired central heating. Cutshill Close is located off Park Hall Crescent.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, WC, Lounge and Kitchen

First Floor:

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

Second Floor:

Loft Room

Outside

(Front) Paved foregarden with garage

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk



By Instruction of the Mortgagees Not In Possession Freehold Retail Unit with Residential Accommodation Above



612 Coventry Road, Small Heath, Birmingham B10 0UT

Property Description:

A traditional built three storey property of brick construction surmounted by a pitched tile clad roof occupying a corner position prominently situated at the junction with St Oswald's Road and benefiting from vehicular access located to the rear. Coventry Road contains a wide range of retail amenities and services serving the surrounding densely populated residential catchment area.

Planning:

Records contained on the Birmingham City Council Planning website state the following:

Planning consent was granted on 17th February 1997 (ref: 1996/04552/PA) for the erection of a storage building at the rear with rear first floor bedroom extension to flat and provision of a new vehicular access.

Accommodation:

Whilst the property has not been inspected internally, we have referred to records contained on the Valuation Office Agency website.

Ground Floor:

Retail Shop and Internal Storage

First Floor:

Flat/Living Accommodation

Outside:

(Rear) Yard Area/Parking with access from St Oswald's Road

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 that 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.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



By Instruction of the Joint Administrators of Workspace (North West) Ltd Freehold Land with Development Potential



Land Adjacent to West Midlands House, Gipsy Lane, Willenhall WV13 2HA

Description:

A parcel of freehold land roughly rectangular in shape and extending to a site area of approximately 0.249 acres (1,007sq.mtrs) and having a frontage of 28.2mtrs (92ft). The land parcel directly fronts Gipsy Lane adjacent to a serviced office building known as West Midlands House and the rear boundary abuts the former Willenhall Leisure Centre. Gipsy Lane is located off Walsall Street and forms part of a mixed area containing a wide range of residential, commercial and retail properties.

planning department at Walsall Council. It is assumed that all interested parties have discussed their proposals for the site with the local planning department prior to bidding.

Total Site Area: 0.249 acres
approximately (1,007sq.mtrs)
Frontage: 28.2mtrs (92ft)

Legal Documents:

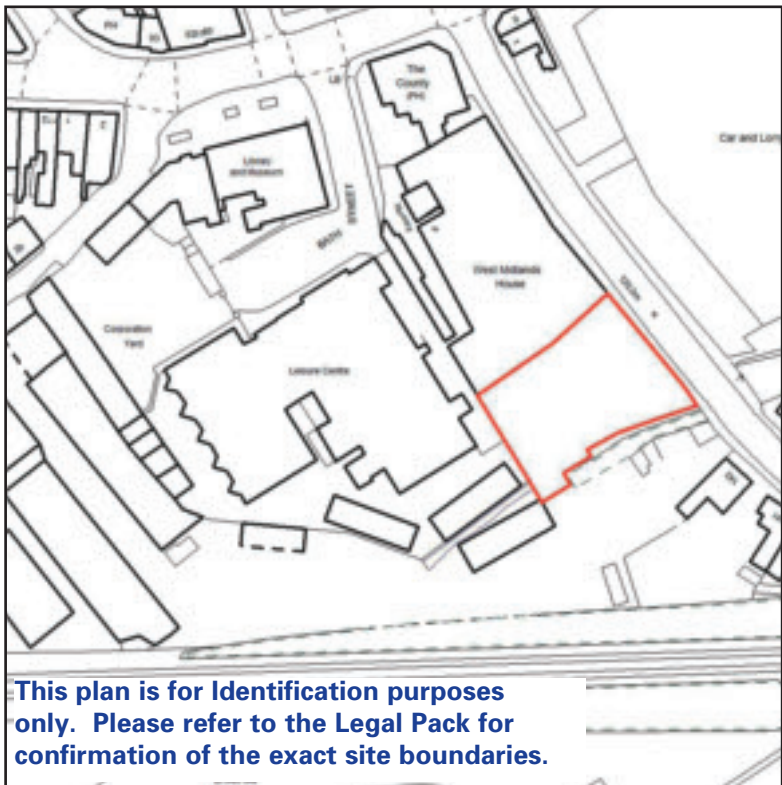
Available at www.cottons.co.uk

Viewings:

External Only

Planning:

The site may be suitable for redevelopment of a wide range of uses subject to obtaining the appropriate planning consent from the local





4/4A High Street, Droitwich, Worcestershire WR9 8ES

Property Description:

A Grade II Listed two storey mid terraced ground floor retail premises with self contained offices located to the first floor over, situated directly fronting High Street and forming part of the popular Droitwich Spa Town Centre which contains a wide range of both local and multiple retailers serving the surrounding catchment area. High Street leads off Priory Lane which in turn leads off Saltway and the property is within approximately two miles distance from The M5 Motorway (junction 5) which provides access to the Midlands Motorway Network.

Lease Information:

We have only briefly inspected the ground floor retail shop and the occupant advises that he is a tenant. We are not in possession of a copy lease and cannot confirm the current

rental or term nor can we provide any warranty in respect of this information and all interested parties should make their own enquiries prior to bidding. We have not inspected the first floor offices and have no knowledge as to whether these are let or vacant.

Accommodation:

The accommodation has not been fully inspected and we refer all interested parties to the Valuation Office Agency website which states that the property contains the following accommodation:

Ground Floor:

Retail Shop, Shop Premises with Internal Storage and Staff Toilets: 52.8sq.mtrs (568sq.ft) approx.

First Floor:

Offices, Internal Storage and Toilets: 54.9 sq.mtrs (590 sq.mtrs) approx.



The Old Town Hall, 31 St. Andrews Street, Droitwich, Worcestershire WR9 8DY

Property Description:

The Old Town Hall is an Historic Grade II Listed Building that comprises of a two storey mid-terraced building of traditional brick construction surmounted by a pitched tiled roof. We have been unable to inspect the property although we believe that it is let to a number of tenants within separate units both on the ground and first floor. The Old Town Hall occupies a prominent position at the top of the main High Street at the point where St. Andrews Street and Friar Street meet. The property is also located within the Droitwich Conservation Area.

Accommodation:

Please note the Auctioneers have been unable to gain access to inspect the property.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewings

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 that 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.



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





**100 Highfield Road, Saltley,
Birmingham B8 3QU**

Property Description:

A modern three storey five bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Highfield Road is located off both Alum Rock Road and Washwood Heath Road

Accommodation:
Ground Floor:

Hallway, Lounge, Dining Room, Kitchen, Veranda, WC

First Floor:

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

Second Floor:

Two Bedrooms, Shower Room having shower cubicle, wash basin and wc

Outside

(Front) Walled Foregarden

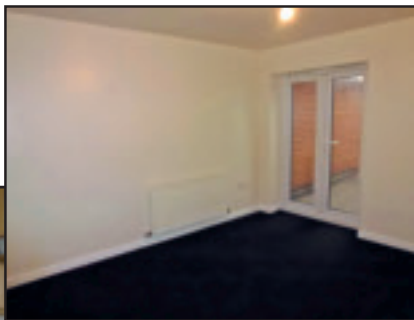
(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





981 Tyburn Road, Erdington, Birmingham, B24 0TJ

Property Description:

The property is located on the northern side of Tyburn Road (B4148), close to its junction with Kingsbury Road (A38) approximately 5 miles north east of Birmingham City Centre.

The National motorway network is accessible at junction 6 (Spaghetti Junction) of the M6 motorway, approximately 1 ½ miles to the east.

Adjacent or nearby traders or occupiers include a Convenience Store, Florists, Hairdresser, Accountant and Lloyds Bank.

The premises comprise a ground floor lock up shop, forming part of an end of terrace three storey building, with separately owned or occupied self-contained residential accommodation above. The shop may be serviced via a small yard at the rear of the premises approached via Kingsbury Road.

Accommodation:

The premises comprise a shop with a net internal area of approximately 718 sq.ft (66.7 sq.m)

There is a toilet and small kitchen area towards the rear of the shop.

Tenure:

We are informed the property is held Leasehold for a term of 99 years from 25th March 1985 at a current annual ground rent of £100.

The lease also incorporates service charge provisions, subject to a current quarterly collection of £111.36, plus the annual insurance premium.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





30 Wood End Road, Erdington, Birmingham B24 8AD

Property Description:

A three storey semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property benefits from having majority UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition.

The property is currently being used as a House in Multiple Occupation (HMO) providing 7 lettable rooms (Licence No: 21042). Four of the rooms are currently let on Assured Shorthold Tenancy Agreements providing a rental income of £1,225 per month. A schedule of tenancies are detailed below. Wood End Road is located close to the junction with Gravelly Hill North (A5127)

Schedule of Tenancies:

Room 1 - £380 pcm

Room 2 - Currently Vacant (Previously let at £325 pcm)

Room 3 - £295 pcm

Room 4 - £280 pcm

Room 5 - Currently Vacant (Previously let at £255 pcm)

Room 6 - Currently Vacant (Previously let at £285 pcm)

Room 7 - £270 pcm

Total current rental income:

£1,225 per month (£14,700 per annum)

Potential rental income when fully

let: £2,090 per month (£25,080 per annum)

Accommodation:

Ground Floor:

Hallway, Two Bedrooms, Lounge, Kitchen, WC

First Floor:

Three bedrooms, Shower Room having shower cubicle, wash basin and wc

Second Floor:

Two Bedrooms, Shower Room having shower cubicle wash basin and wc

Outside:

(Front) Walled foregarden

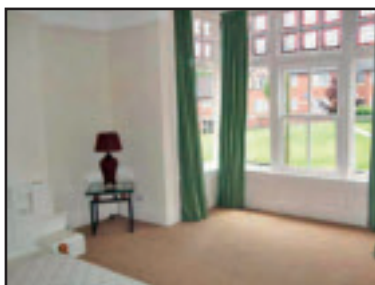
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





**14 Wilkinson Avenue, Bilston,
West Midlands, WV14 8PS**

Property Description:

A semi detached property surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from UPVC double glazing and gas fired central heating. Wilkinson Avenue is located off Rose Street, which in turn leads off Brierley Lane.

Accommodation:

Ground Floor:

Hallway, Lounge, Kitchen

First Floor:

Two Bedrooms, Bathroom with low level WC, panelled bath and wash hand basin on pedestal

Outside:

(Front) Paved foregarden allowing for off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

PLANNING PERMISSION

BUILDING PLANS

BUILDING SURVEYS

planning headaches removed...

STOP PRESS: Reduced fees for renewing planning permissions were introduced by the Government on 26th February 2010:

- £50 for householder applications.
- £500 for major applications.
- £170 in any other case.

Contact John Wilson or Glenda Parkes on 0121-777-1333

EXTENSIONS - ALTERATIONS - NEW BUILD

thetylerparkespartnership

architecture town planning design

ONE OF OUR PLANNERS WILL BE AVAILABLE DURING THE MORNING AT THE AUCTION TO GIVE ADVICE





7 Willenhall Road, Bilston, West Midlands WV14 6NL

Property Description:

A traditional detached house of brick construction surmounted by a hipped slate clad roof, offered in a very presentable and well maintained condition and benefiting from gas fired central heating, mostly UPVC double glazed windows and ample off road parking. Willenhall Road forms part of an established residential area and leads via Bilston Road off the Keyway (A454) and the property is conveniently within half a mile distance from Bilston Town Centre and two miles distance from the M6 Motorway (junction 10)

Accommodation:

Ground Floor:

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Breakfast Kitchen with an attractive range of wooden fitted units, Side Passageway/Utility Room

First Floor:

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

Outside:

(Front) Tarmacadam driveway and paved forecourt providing ample off road parking

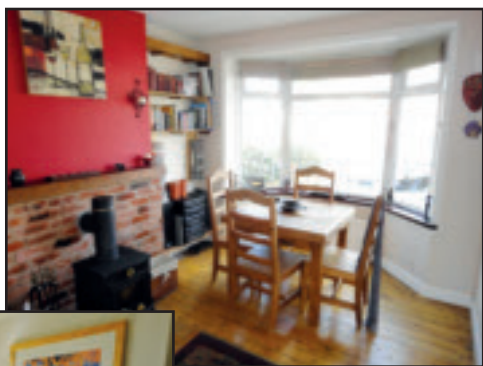
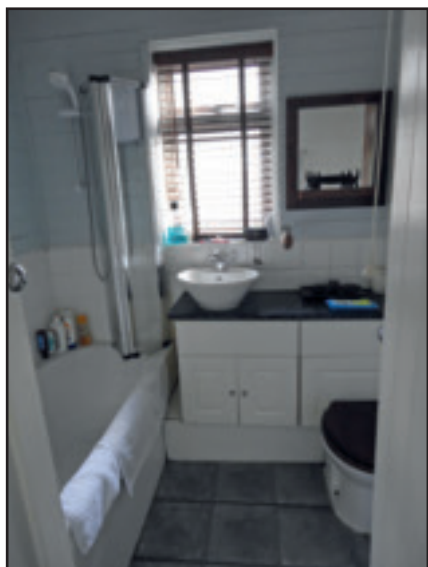
(Rear) Paved/gravelled patio and a lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS



Freehold Vacant Retail Premises with Consent for Hot Food Takeaway



**58 Reddal Hill Road, Cradley Heath,
West Midlands B64 5JT**

Property Description:

An end terraced retail unit of brick construction surmounted by a pitched tile clad roof forming part of a local shopping parade and requiring modernisation and repair throughout. Reddal Hill Road forms part of an established area containing a wide range of commercial and residential properties and is located off Halesowen Road (A458)

Planning:

Planning consent was granted by Sandwell MBC (Ref: DC/11/53123) and dated 3rd March 2011 for Change of Use to a Hot Food Takeaway. A copy of the planning consent is available for inspection from either the Auctioneers offices or from Sandwell MBC website.

Ground Floor:

Retail Shop with roller shutter protection: 92.15sq.mtrs (991sq.ft)

First Floor:

External Rear Stairs to Two Rooms

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





67 & 67A Peak House Road, Great Barr, Birmingham B43 7RY

Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road behind a gravelled foregarden and driveway allowing for off road parking. The property has been converted to provide two self-contained flats. The property benefits from having UPVC double glazing and gas fired central heating. Peak House Road is located off Birmingham Road (A34). Both flats are currently let on Assured Shorthold Tenancies producing a total rental of £10,500 per annum, a schedule of tenancies are detailed below.

Schedule of Tenancies:

Flat 67: £425 pcm (£5,100 per annum)
Flat 67a: £450 pcm (£5,400 per annum)

Accommodation:

Ground Floor Flat 67

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

First Floor Flat 67a

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

Outside:

(Front) Gravelled foregarden and driveway allowing for off road parking

(Rear) Communal Garden

Legal Documents:

Available at www.cottons.co.uk

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 12th July 2012** 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.





12B Castle Hill, Dudley, West Midlands, DY1 4QQ

Property Description:

The property is located on the southern side of Castle Hill (A459), which is the main route leading out of Dudley Town Centre to the north west, towards Sedgeley.

The National motorway network is accessible at junction 2 of the M5 motorway approximately 4 miles to the south east.

The property occupies a prominent location opposite the entrance to Dudley Zoo, and within a few hundred metres of Dudley's main retail area.

The property comprises a two storey building of brickwork construction, with a flat mineral felt roof. The ground floor comprises a recently re-furnished A3/A5 restaurant/takeaway with a stainless steel lined kitchen at the rear, with extraction equipment, as well as usual ancillary accommodation.

The first floor comprises a self-contained office suite, approached via a door facing Castle Hill, and providing three separate offices and usual ancillary toilet and kitchen accommodation. At the rear of the property, there is a car park with space for approximately 6 cars.

Accommodation

Restaurant/Takeaway
389 sq.ft (36.1 sq.m)
Male/Female and Disabled Toilet with WC and basin

Office
95 sq.ft (8.8 sq.m)

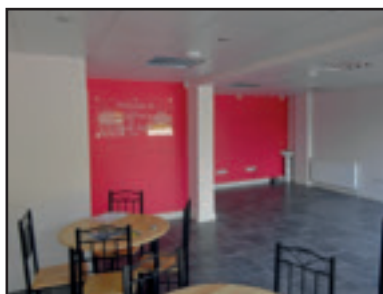
Kitchen
192 sq.ft (17.8 sq.m)
Rear Lobby and Toilet with WC
Total Net Internal Area, Ground Floor
676 sq.ft (62.8 sq.m)

First Floor:

Landing
Office 1 (front) 167 sq.ft (15.5 sq.m)
Office 2 (front) 193 sq.ft (17.9 sq.m)
Office 3 (rear) 194 sq.ft (18.0 sq.m)
Kitchen 40 sq.ft (3.7 sq.m)
Male Toilet with WC
Female Toilet with WC
Lobby with wash basin

Total Net Internal Area, First Floor
594 sq.ft (55.2 sq.m)

Auctioneers Note:-
This property presents a good opportunity for a purchaser to acquire a recently re-furnished



restaurant/takeaway finished to a high standard in a busy prominent location. Although the premises have relevant statutory consents, and are capable of early occupation, the owners have chosen not to open the restaurant for personal reasons.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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14 Cheslyn Grove, Warstock, Birmingham B14 4NG

Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a foregarden and benefiting from part UPVC double glazed windows and gas fired central heating but requiring modernisation and cosmetic improvement. The property is situated in a cul-de-sac which leads directly off Highters Road and which in turn leads off Highters Heath Lane.

Accommodation:

Ground Floor:

Porch, Entrance Hall, Lounge, Breakfast Kitchen, Rear Entrance Hall, Store, Cloak Room with wc and wash basin

First Floor:

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

Outside:

(Front) Foregarden, pedestrian side access to rear

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

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.





26 Gervase Drive, Dudley, West Midlands DY1 4AT

Property Description:

A traditional semi detached house of rendered brick construction surmounted by a hipped tile clad roof, benefiting from gas fired central heating and part UPVC double glazed windows but requiring modernisation and cosmetic improvement throughout. The property forms part of an established and well regarded residential road and occupies a generous plot with large rear garden which abuts Woodland to the rear boundary. Gervase drive leads off Paganel Drive which in turn leads off The Broadway (A459) and the property is conveniently within approximately half a mile distance from Dudley Town Centre.

Accommodation:

Ground Floor:

Vestibule Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with Pantry

First Floor:

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

Outside:

(Front) Lawned foregarden and concrete driveway to freestanding side garage

(Rear) Brick store, paved patio and a well maintained generous lawned garden abutting woodland to the rear boundary.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**42 Harnall Lane West,
Coventry CV1 4EZ**

Property Description:

A traditional mid terraced house of rendered brick construction surmounted by a pitched tile clad roof requiring modernisation and improvement throughout. The property directly fronts the pavement and is located close to the junction with Lincoln Street. Harnall Lane West leads off Foleshill Road (B4113) and is conveniently located within approximately one third of a mile distance of Coventry City Centre.

Accommodation:

Ground Floor:

Front Reception Room, Inner Hall, Rear Reception Room/Kitchen, Lobby, Bathroom (subject to flying freehold)

First Floor:

Stairs and Landing, Two Double Bedrooms

Outside:

(Rear) Enclosed yard, shared pedestrian access and a separate rear garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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604 Broad Lane, Coventry, CV5 7BB

Property Description:

A two bedroomed detached bungalow of brick construction surmounted by a tiled roof set back from the road behind a dual entrance driveway and lawned garden. The property benefits from having UPVC double glazing and part gas fired central heating. Broad Lane is located off Dunchurch Highway (A45).

Accommodation:

Ground Floor:

Entrance Porch, Hallway, Lounge, Kitchen, Two Bedrooms, Conservatory, Bathroom having wc with no further fitments

Outside:

(Front) Lawned garden with dual entrance driveway

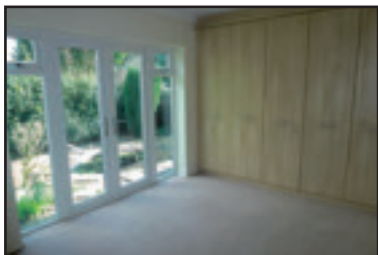
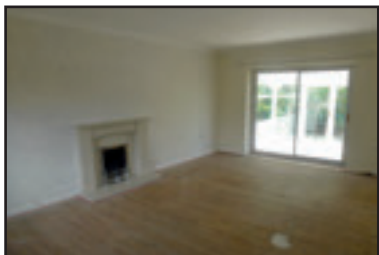
(Rear) Lawned and gravelled with brick built stores

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





38 The Broadway, Dudley, West Midlands DY1 3EE

Property Description:

A traditional detached house of part rendered brick construction surmounted by a hipped tile clad roof, occupying a corner plot at the junction with Hazel Road and set back from the road behind a lawned foregarden and tarmac driveway. The property benefits from gas fired central heating and a full length side garden which runs adjacent to Hazel Road. The Broadway leads off Priors Road and the property is located within approximately a third of a mile distance from Dudley Town Centre.

Outside:

(Front) Lawned foregarden and tarmac driveway leading to a side garage

(Side/Rear) Full length side garden and a gravelled yard/patio area with brick store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Rear Hallway and Separate WC

First Floor:

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

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





14 Redbank Avenue, Erdington, Birmingham B23 7JR

Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating but requiring some modernisation and cosmetic improvement throughout. The property is situated in a cul-de-sac which leads off Queens Road and which in turn leads off Mere Road. Both Erdington High Street and the M6 Motorway (junction 6) are conveniently within approximately one mile distance.

Accommodation:

Ground Floor:

Reception Hall, Lounge/Dining Room, Extended Breakfast Kitchen, Veranda

First Floor:

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

Outside:

(Front) Lawned foregarden and paved driveway providing off road parking and leading to Garage

(Side/Rear) Full length garden providing scope for side extension/ further parking area and a paved garden to the rear

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





7 Sherbourne Road, Cradley Heath, Birmingham B64 7PN

Property Description:

A three bedroomed detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned garden and driveway giving access to garage. The property benefits from having majority double glazing and gas fired central heating. The property is in need of modernisation and improvement. Sherbourne Road is located off Station Road.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Through Lounge, L Shaped Kitchen/ Dinning Room, Shower Room having shower cubicle, wash basin and wc

First Floor:

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

Outside:

(Front) Lawned Garden and Driveway allowing for off road parking and access to garage

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

96 Sladefield Road, Ward End, Birmingham B8 3PE

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof and requiring complete modernisation and repair throughout. Sladefield Road forms part of an established residential area and leads directly off Washwood Heath Road (B4114) which contains a wide range of local retail amenities and services.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bedroom Three intercommunicating with Bathroom

Outside:

(Front) Foregarden

(Rear) Yard and garden with integral store and wc



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note: The property is in a very poor state of repair and all parties viewing do so entirely at their own risk. Neither the auctioneers nor the vendors accept any liability for any injury or harm that may be caused.



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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

No responsibility for loss occasioned to any person acting or refraining.

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

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

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

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

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

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

G23. Rent reviews

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

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

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

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

- (a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

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

G25. Warranties

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

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

- (a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
- (b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

- (a) procure that it becomes registered at Land Registry as proprietor of the **lot**;
- (b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
- (c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

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

- (a) apply for registration of the **transfer**;
- (b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
- (c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

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