

2016

JULY

14th

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 14th JULY 2016

11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB

VILLA PARK

BIRMINGHAM

B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

Credit card or Business card Payments

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

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

ID

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

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

Third Party Bidding

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

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

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.

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

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

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

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

13. The successful bidder will be required to pay an Administration Fee of £695 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £195 + VAT.

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

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

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

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

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

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

Misrepresentation Act

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

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

Definition

Definition of Guide Prices

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

Definition of Reserve Price

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

A Collective Auction Sale of 45 LOTS

Order of Sale

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

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

1	11 COLMORE DRIVE, SUTTON COLDFIELD, WEST MIDLANDS	B75 7RQ	Freehold Vacant Residential	37	80 NEWBURY LANE, OLDBURY, WEST MIDLANDS	B69 1HF	Freehold Vacant Residential
2	129 WHARFDALE ROAD, TYSELEY, BIRMINGHAM	B11 2DB	Freehold Vacant Residential	38	71 REGENCY HOUSE, NASH SQUARE, BIRMINGHAM,	B42 2EX	Leasehold Vacant Residential
3	296 NEWBURY LANE, OLDBURY, WEST MIDLANDS	B69 1JJ	Freehold Vacant Residential	39	46 PARK STREET SOUTH, WOLVERHAMPTON,	WY2 3JG	Freehold Commercial Investment
4	127 WRIGHTS LANE, CRADLEY HEATH, WEST MIDLANDS	B64 6RH	Freehold Vacant Residential	40	FORMER SWAN HOTEL, BRIDGE STREET, KNIGHTON, POWYS	LD7 1BG	Freehold Commercial Investment
5	9 LAND LANE, MARSTON GREEN, BIRMINGHAM,	B37 7DE	Freehold Commercial Investment	41	84 SANDWELL ROAD, HANDSWORTH, BIRMINGHAM,	B21 8PS	Freehold Vacant Residential
6	37 FARNDALE AVENUE, WOLVERHAMPTON,	WV6 0TG	Freehold Vacant Residential	42	53 HARROWBY PLACE, WILLENHALL, WEST MIDLANDS	WV13 2RA	Freehold Vacant Residential
7	3 LLOYD STREET, DUDLEY, WEST MIDLANDS	DY2 8NG	Freehold Vacant Residential	43	70 NURSERY ROAD, HOCKLEY, BIRMINGHAM,	B19 2YA	Freehold Vacant Commercial
8	92 TALBOT STREET, HOCKLEY, BIRMINGHAM,	B18 5DG	Freehold Vacant Residential	44	11 SHIPWAY ROAD, HAY MILLS, BIRMINGHAM,	B25 8DS	Freehold Residential Investment
9	22 PROVIDENCE LANE, WALSALL,	WS3 2AQ	Freehold Vacant Residential	45	25 EASTERN ROAD, SUTTON COLDFIELD, WEST MIDLANDS	B73 5PA	Freehold Vacant Residential
10	73 JUNCTION ROAD, LYE, STOURBRIDGE, WEST MIDLANDS	DY9 7NN	Freehold Pt Vacant Commercial				
11	32 & 33 BRADFORD STREET & 2 BRADFORD LANE, WALSALL,	WS1 3QA	Freehold Commercial Pt Investment				
12	11 ADAMS CLOSE, SMETHWICK, WEST MIDLANDS	B66 1HD	Leasehold Residential Investment				
13	4 WHEELER STREET, NEWTOWN, BIRMINGHAM,	B19 2ER	Leasehold Commercial Investment				
14	70 WYCKHAM ROAD, CASTLE BROMWICH, BIRMINGHAM,	B36 0HS	Freehold Vacant Residential				
15	2 RIAN COURT, SURFEIT HILL ROAD, CRADLEY HEATH,	B64 7DN	Freehold Vacant Residential				
16	27 BRADFORD STREET, WALSALL,	WS1 1PN	Freehold Vacant Commercial				
17	565 COVENTRY ROAD, SMALL HEATH, BIRMINGHAM,	B10 0LP	Freehold Commercial Investment				
18	33 MARKET PLACE, WILLENHALL, WEST MIDLANDS	WV13 2AA	Freehold Development Opportunity				
19	LAND R/O 16-22 SOUTHWICK ROAD, SHELL CORNER, HALESOWEN,	B62 9ET	Freehold Garage Yard Investment				
20	GARAGES 1 - 11 AULTON ROAD/SLADE ROAD, SUTTON COLDFIELD	B75 5PB	Leasehold Garage Yard Investment				
21	25 THORNE ROAD, WILLENHALL, WEST MIDLANDS	WV13 1AT	Freehold Vacant Residential				
22	1004 STRATFORD ROAD, HALL GREEN, BIRMINGHAM,	B28 8BJ	Freehold Residential Investment				
23	143 OSBORN ROAD, SPARKHILL, BIRMINGHAM,	B11 1TT	Freehold Vacant Residential				
24	17 LYSWAYS STREET, WALSALL,	WS1 3AG	Freehold Vacant Residential				
25	8 CREMORNE WALK, CREMORNE ROAD, SUTTON COLDFIELD,	B75 5AL	Leasehold Vacant Residential				
26	MEADOW COTTAGE, MEASHAM ROAD, PACKINGTON,	LE65 1WQ	Freehold Vacant Residential				
27	8 THE DRIVE, COUNTRESTHORPE, LEICESTER,	LE8 5PB	Freehold Vacant Residential				
28	169 BROOKSIDE LANE, STONE, STAFFORDSHIRE	ST15 0HZ	Leasehold Vacant Residential				
29	43 SMESTOW STREET, WOLVERHAMPTON, WEST MIDLANDS	WV10 9AB	Freehold Residential Investment				
30	151 DUDLEY ROAD, WINSON GREEN, BIRMINGHAM,	B18 7QY	Freehold Commercial Investment				
31	LAND REAR OF 58 OSMASTON ROAD, DERBY,	DE1 2HZ	Freehold Land/ Car Park				
32	8 WESTBOURNE ROAD, WALSALL, WEST MIDLANDS	WS4 2JA	Freehold Vacant Residential				
33	6 ORCHARD GROVE, DUDLEY, WEST MIDLANDS	DY3 2UU	Freehold Residential Investment				
34	6 OSBOURNE CLOSE, ASTON, BIRMINGHAM,	B6 5UL	Leasehold Residential Investment				
35	11 SPRIG CROFT, BROMFORD, BIRMINGHAM,	B36 8UT	Freehold Residential Investment				
36	179 WOLVERHAMPTON STREET, DUDLEY, WEST MIDLANDS	DY1 3AD	Freehold Vacant Restaurant				

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

Auction Manager: Sue Worrall

Auction Team: Richard Longden B.Sc.(Hons.) MRICS, Nada Turton B.A, Julie Murphy, Sharron Sheldon, John Askam B.A, Joanne Palmer, Laura Steventon B.A, Jason Coombes B.A, Andrew Smith, Nick Burton, Richard Gaines, Kevin Hogan, Trish Doyle.

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

ID REQUIREMENTS

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

DEPOSIT/PAYMENT METHODS

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

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

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

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

LOT 1

Freehold Vacant End Terraced House

*Guide Price: £90,000 - £100,000

11 Colmore Drive, Sutton Coldfield, West Midlands, B75 7RQ



Property Description:

An end terraced house of two storey brick construction surmounted by a pitched tile clad roof, situated in a cul-de-sac and offered for sale in a presentable condition, benefiting from gas fired central heating, UPVC double glazed windows and external doors, modern kitchen and bathroom fittings, off road parking, garage and pleasant rear garden.

Colmore Drive forms part of an established residential estate and leads directly off Horsfall Road which in turn leads off Falcon Lodge Crescent and is located approximately one and a half miles to the east of Sutton Coldfield Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Full Width Dining Kitchen with a range of wooden panelled units

First Floor

Stairs and Landing, Two Double Bedrooms,

Bathroom with modern suite having freestanding bath with shower attachment, pedestal wash basin and wc

Outside:

Front: Lawned foregarden and block paved driveway to car port and garage

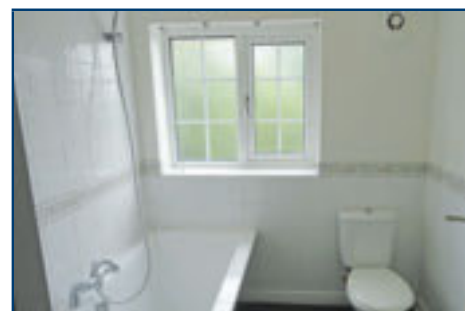
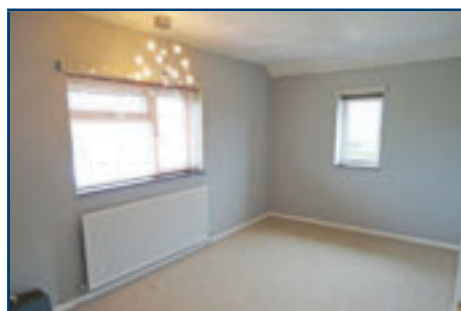
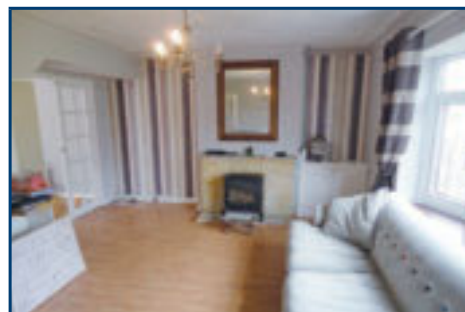
Rear: Paved patio with outside wc and a predominantly lawned garden

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 2

Freehold Vacant Possession

*Guide Price: £65,000 - £69,000

129 Wharfdale Road, Tyseley, Birmingham, West Midlands B11 2DB

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having gas fired central heating and part double glazing however does require some modernisation and improvement. The property is located on Wharfdale Road close to the junctions with both Rushey Lane and Blythswood Road

Accommodation:
Ground Floor

Entrance Hallway, Through Lounge, Inner Lobby and Kitchen, Stairs to

First Floor

Landing, Two Double Bedrooms and

Bathroom having panelled bath, wash basin and WC

Outside:

Front Walled foregarden

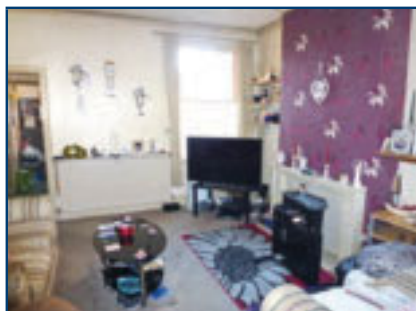
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

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

Auction deposits may be paid by the following methods

Debit/Credit Card

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

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

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LOT 3

Freehold Vacant Three Bedroom House

*Guide Price: £80,000 PLUS

296 Newbury Lane, Oldbury, West Midlands B69 1JJ

Property Description:

An end terraced house of two storey brick construction surmounted by a pitched tile clad roof benefiting from UPVC double glazed windows, gas fired central heating and three bedrooms but requiring modernisation and improvement throughout. The property forms part of an established residential area and Newbury Lane leads directly off Wolverhampton Road (A4123) and is conveniently located within approximately one mile distance from Oldbury Town Centre and the M5 Motorway (junction 2).

Accommodation:

Ground Floor

Entrance Hall, Lounge, Breakfast Kitchen, Pantry

First Floor

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

Outside:

Front: Foregarden with pedestrian side access
Rear: Yard, outside wc and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 4

Freehold Vacant Much Improved Semi Detached House

*Guide Price: £90,000 - £99,000

127 Wrights Lane, Cradley Heath, West Midlands B64 6RH

Property Description:

A traditional semi detached house of two storey brick construction surmounted by a recently replaced tile clad roof and offered for sale in a presentable and much improved condition, benefiting from UPVC Double Glazed windows and external doors, gas fired central heating, modern kitchen and bathroom fittings and having been recently redecorated with the provision of new floor coverings and tiling.

The property forms part of an established and predominantly residential area located opposite Temple Meadow Primary School and conveniently within approximately one third of a mile distance from Old Hill Railway Station providing commuting access to Birmingham City Centre and approximately one mile distance from Cradley Heath Town Centre.

Ground Floor

Reception Hall, Lounge, Breakfast Kitchen with a range of modern, units, Cellarette, Rear Entrance Hall/Utility Area.

First Floor

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

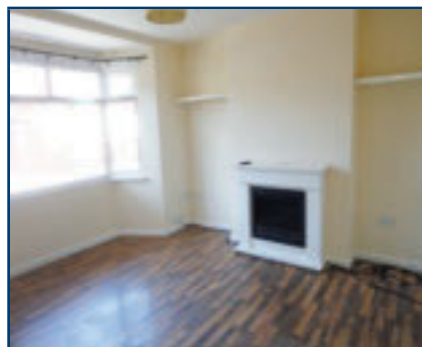
Outside:

Front: Gravelled foregarden

Rear: Pedestrian side gated access to a decked patio and gravelled garden.

Viewings: Via Cottons - 0121 247 2233

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



LOT 5
Freehold Hairdressing Salon Investment
 *Guide Price: £80,000 - PLUS

9 Land Lane, Marston Green, Birmingham, West Midlands B37 7DE
Property Description:

A single storey retail shop currently trading as a hairdressing salon, located in the popular commuter village of Marston Green and of brick construction surmounted by a felted roof benefiting from UPVC double glazed windows/external doors and rear car park providing ample customer parking. In addition, the rear car parking area may offer future redevelopment subject to obtaining appropriate planning consent.

Land Lane leads directly off Elmdon Road which provides direct access to the village centre containing a wide range of local shops and amenities, schools and Marston Green Railway Station which provides direct rail access to Birmingham Airport & NEC and the Cities of Birmingham & Coventry. The M42 Motorway is within approximately three miles distance and provides access to the Midlands Motorway Network.

Tenancy Information

The property is currently let on a lease until 31st March 2017 at a current rent of £7,000 per annum. The lease is excluded from the provisions of the Landlord and Tenant Act 1954.

Accommodation:
Ground Floor

Hairdressing Salon: 23.78sq.mtrs (256sq.ft) with modern fittings and UPVC double glazed shop front, Office/Kitchen: 12.02sq.mtrs (129sq.ft), Rear Treatment Room: 12.15sq.mtrs (130sq.ft), Toilet with wash basin and wc

Outside:

Front: Forecourt, vehicular side access

Rear: Car parking area providing potential for extension/development of the existing premises subject to obtaining planning consent

Total Site Area: 0.1 acres (412.7sq.mtrs)

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk


LEGAL PACKS

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale.

It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction.

The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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

LOT 6

Freehold Vacant Possession

*Guide Price: £35,000 - £40,000

37 Farndale Avenue, Wolverhampton, West Midlands WV6 0TG

Property Description:

A semi-detached property surmounted by a tiled roof, set back from the road behind both lawned side and foregardens. The property benefits from having UPVC double glazing, and gas fired central heating. The property is situated on a corner plot that may provide scope for an extension or redevelopment however all interested parties must satisfy themselves in full with Wolverhampton City Council regarding any proposals they have. Farndale Avenue is located off Hordern Road, and the property itself is situated close to the junction with Whernside Drive.

Accommodation:

Ground Floor

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

First Floor

Three bedrooms, Bathroom having panelled bath, wash basin, separate WC

Outside:

Front: Front and side lawned foregardens

Rear: Lawned garden



Legal Documents

Available at www.cottons.co.uk

Viewings: /

Via Cottons - 0121 247 2233



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

LOT 7

Freehold Vacant Possession

*Guide Price: £54,000 - £58,000

3 Lloyd Street, Dudley, West Midlands DY2 8NG

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having been extended to the rear and includes UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and is generally offered for sale in a presentable condition throughout. Lloyd Street is located off both Dando Road and Blackacre Road

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen/Diner, Stairs to

First Floor

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

Outside:

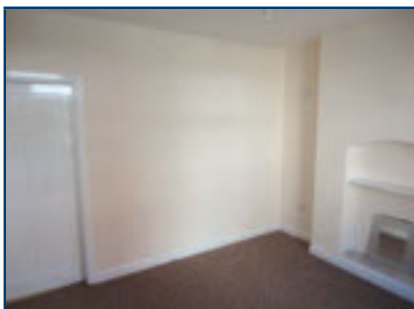
Rear Small yard area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 8

Freehold Vacant Possession

*Guide Price: £90,000 - £96,000

92 Talbot Street, Hockley, Birmingham, West Midlands B18 5DG

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing throughout but does require some modernisation. Talbot Street is located off both Lodge Road and Benson Road

Accommodation:

Ground Floor

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

First Floor Three Bedrooms and Bathroom having panelled bath with shower over, wash basin and WC

Outside:

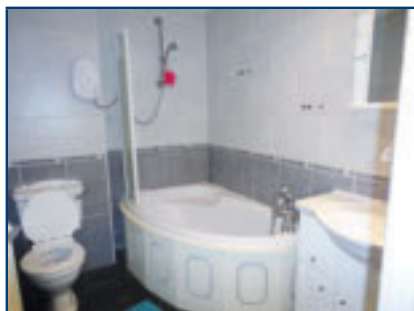
Front Lawned foregarden

Rear Patio with lawned garden

Legal Documents Available at

www.cottons.co.uk

Viewings Via Cottons - 0121 247 2233



Cottons

CHARTERED SURVEYORS

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

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

All bidders are required 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

LOT 9

Freehold Vacant Possession

*Guide Price: £35,000 - £40,000

22 Providence Lane, Walsall, West Midlands WS3 2AQ

Property Description:

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

The property requires modernisation and improvement throughout.

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

Accommodation:

Ground Floor

Entrance hallway, lounge, kitchen, bathroom and wc.

First Floor

Three bedrooms

Outside:

Front: Walled foregarden

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 10

Freehold Part Investment/Part Vacant Possession

*Guide Price: £98,000 - £106,000

73 Junction Road, Lye, Stourbridge, West Midlands DY9 7NN

Property Description:

A two storey building of brick construction surmounted by a hipped tile clad roof set back from the road behind a tarmac covered forecourt allowing for off road parking.

The property has been split to provide two separate self contained retail units, the ground floor is vacant previously operating as a Post Office and the first floor is currently let to a Hair Studio. The property is located close to the junction with both Hungry Hill and New Farm Road. The ground floor of the property is currently vacant however the first floor is currently let and the Tenant has been in occupation for in excess of five years at a rental of £525 pcm (£6,300 per annum)

Accommodation

Ground Floor

Retail Area 23.74 sq.mtrs, Store, Kitchen and WC.

First Floor

(Accessed via a side entrance)

Salon Area 16.13 sq.mtrs, Treatment Room 9.32 sq.mtrs,

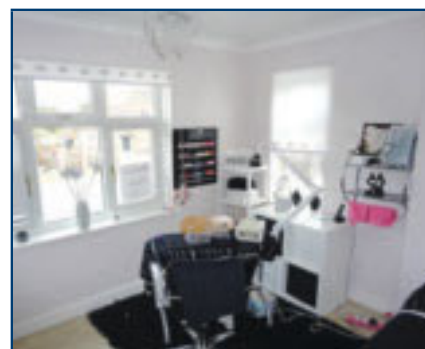
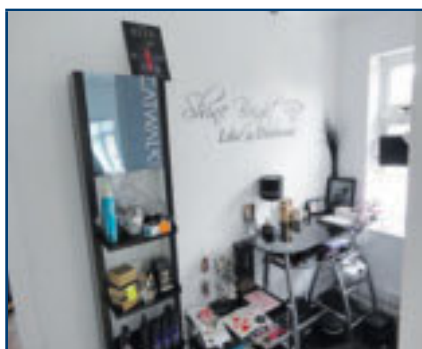
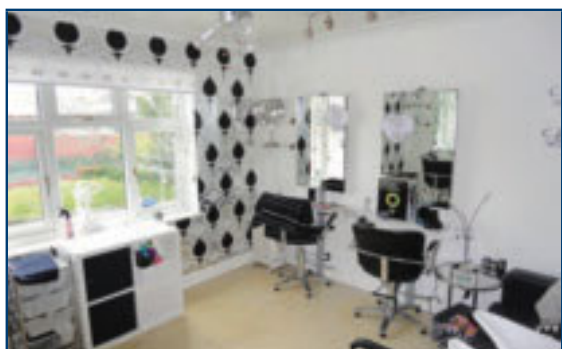
Store Room 6.43 sq.mtrs, Kitchen and WC

Outside:

Tarmac covered forecourt allowing for off road parking

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

Viewings - Via Cottons - 0121 247 2233



LOT 11

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



Property Description:

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

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

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

Planning

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

Tenancy Information

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

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

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

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

2 Bradford Lane: Vacant

Accommodation

32 Bradford Street

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

First Floor

Stairs and Landing, Two Separate Office

Second Floor

Stairs and Landing, Two Separate Offices

33 Bradford Street

Ground Floor

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

First Floor

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

Second Floor

Stairs and Landing, One Office/Store Room

Outside:

Rear: Internal covered yard area

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

2 Bradford Lane:

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

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

Legal Documents:

Available at www.cottons.co.uk

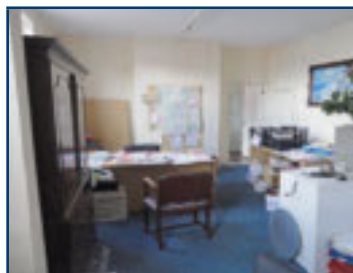
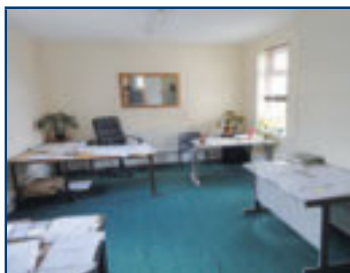
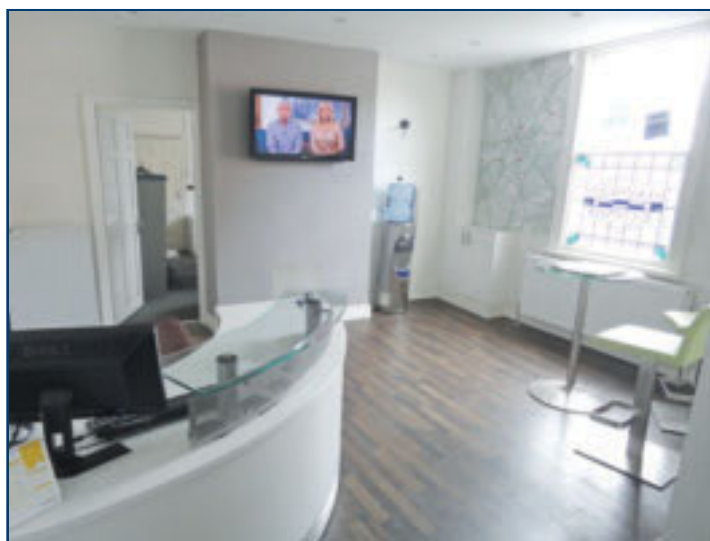
Viewings:

Via Cottons - 0121 2472233



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

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



LOT 12

Long Leasehold Flat Investment (967 Years Unexpired)

*Guide Price: £46,000 - £52,000

11 Adams Close, Smethwick, West Midlands B66 1HD

Property Description:

A ground floor one bedroomed flat of brick construction surmounted by a tiled roof set back from the road behind communal gardens and car park. The property benefits from having UPVC double glazing and is offered for sale in a presentable condition. Adams Close is located off St.Pauls Road (B4169). The property is let on an Assured Shorthold Tenancy producing a rental of £400.00 per calendar month (£4,800.00 per annum).

Accommodation:

Ground Floor

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

Outside:

Communal gardens and parking

Leasehold Information

Term 999 years from 1st January 1984

Ground Rent £10.00 per annum

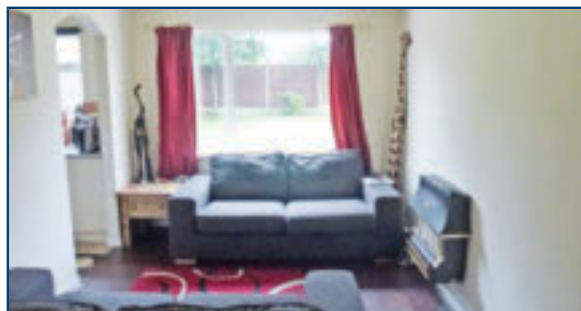
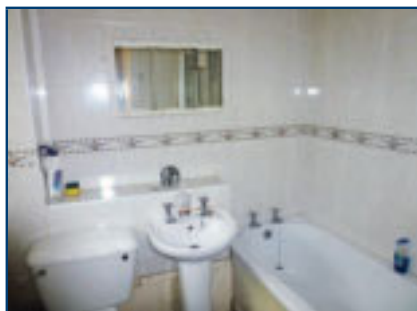
Service Charge Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 13**Leasehold Retail/Residential Investment - Gross Rental Income £16,500 p.a.*****Guide Price: £77,500 - £85,000****4 Wheeler Street, Newtown, Birmingham, B19 2ER****Property Description:**

The property is located on the western side of Wheeler Street, approximately 1½ miles north of Birmingham City Centre, in a predominantly residential area and forms part of a modern, purpose-built development, providing ground floor lock-up shops, with self-contained flats above.

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

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

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

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

The property comprises a ground floor lock-up shop, occupied as a hot food takeaway and trading as Newtown Fryer, with a self-contained three bedroomed flat to the first floor

Tenancy Details

Ground Floor Shop: Let at a rent of £800 per calendar month (£9,600 per annum).

First Floor Flat: Let on an Assured Shorthold Tenancy at a rent of £575 per calendar month (£6,900 per annum).

Total Gross Rental Income - £16,500 Per Annum.

Note: Interested parties should refer to the Legal Pack for confirmation of the current tenancy details.

Accommodation:**Ground Floor**

Shop: 45.0 sq m (485 sq ft)

Understairs Store: 1.3 sq m (14 sq ft)

Store: 2.8 sq m (30 sq ft)

Toilet with WC and wash basin.

Preparation Area: 10.2 sq m (109 sq ft)

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

First Floor (Self-contained Flat):

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

Outside:

Shared rear yard/loading area and single car garage.

Leasehold Information

Lease Term: 99 years (less 3 days) from 29th September 1968.

Ground Rent/Service Charge: Refer to legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons - 0121 247 2233

LOT 14

Freehold Vacant Semi Detached House/ Consent to Extend to 5 Bedrooms

*Guide Price: £150,000 - £160,000

70 Wyckham Road, Castle Bromwich, Birmingham, West Midlands, B36 0HS



Property Description:

An opportunity to purchase a residential development opportunity comprising a traditional semi detached house of two storey brick construction surmounted by a hipped tile clad roof forming part of the popular and well regarded residential area of Castle Bromwich and having the benefit of full planning permission for a two storey side and rear extension creating extensive family accommodation providing additional living space with a total of five bedrooms.

Wyckham Road leads off Green Lane which in turn leads off Water Orton Road. The property is conveniently located within half a mile of local shops and amenities on Chester Road (B4114) and is within less than two miles distance from the M6 Motorway (junction 5).

Planning

Full planning consent was granted by Solihull MBC (Ref: PL/2015/52411/MINHO) and dated 22 December 2015 for a two storey side and rear extension and Building Regulation working drawings and calculations have been prepared. The Architect's plans approved with the planning consent detailed the following:

Accommodation:

Proposed Accommodation Ground Floor

Porch, Reception Hall, Cloak Room with wc and wash basin, Lounge, Large L-Shaped Family Room including Dining Area and Kitchen, Integral Garage.

First Floor

Stairs and Landing, Master Bedroom (double) with En-suite Shower Room and wc, Bedroom Two (double), Bedroom Three (double), Bedroom Four (single), Bedroom Five/Box Room, Family Bathroom with wc

Outside:

Forecourt parking area and rear garden

A copy of the planning consent is available for inspection at the Auctioneers or by visiting Solihull MBC website.

Current Accommodation

Ground Floor

Reception Hall, Two Reception Rooms, Kitchen,

First Floor

Three Bedrooms and Bathroom

Outside:

Front and rear gardens

Viewings: Via Cottons – 0121 247 2233

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



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

LOT 15
Freehold Vacant Possession
 *Guide Price: £115,000 - £125,000

2 Rian Court, Surfeit Hill Road, Cradley Heath, West Midlands B64 7DN
Property Description:

A two bedroomed detached bungalow of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing, gas fired central heating and is offered for sale in a presentable condition throughout. The property further benefits from having a semi detached garage allowing for secure off road parking. Rian Court is a gated private cul-de-sac consisting of four detached bungalows located off Surfeit Hill Road which in turn is found off Corngreaves Road.

Accommodation:
Ground Floor

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

Outside:

Front Lawned foregarden and garage located in a separate block

Rear Garden

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233


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LOT 16

Freehold Vacant Office Premises with Potential for Alternative Use

*Guide Price: £185,000 - £200,000

27 Bradford Street, Walsall, West Midlands, WS1 1PN



Property Description:

An imposing Grade II Listed period building of three storey brick construction having rendered front elevation with pitched roof, set behind a parapet wall. The property provides extensive and well laid out accommodation arranged around a central stairway and is offered for sale in presentable condition benefiting from gas fired central heating with separate boiler to each floor and a rear tarmacadamed car park providing multiple car parking accessed from Little Newport Street. The property is located directly between the junctions of Caldmore Road and Newport Street forming part of Walsall Town Centre and within walking distance from a wide range of retail amenities and services.

Accommodation:

Ground Floor

Reception Hall, Reception Office, Three Additional Offices, Disabled Toilet with wc and wash basin, Kitchenette, Rear Entrance Hall with Cellar access comprising Two Rooms and Store Room

First Floor

Stairs and Landing, Four Offices, Toilet with 2 x WC's and wash basin

Second Floor

Stairs and Landing, Four Offices, Toilet and 2 x WC's and wash basin

Outside:

Rear: Tarmacadamed rear car park

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

Net Internal Area

Ground Floor: 86.48sq.mtrs (930sq.ft)

First Floor: 74.13sq.mtrs (798sq.ft)

Second Floor: 76.75sq.mtrs (826sq.ft)

Cellar: 35.81sq.mtrs (385sq.ft)

Total: 273.17sq.mtrs (2,940sq.ft)

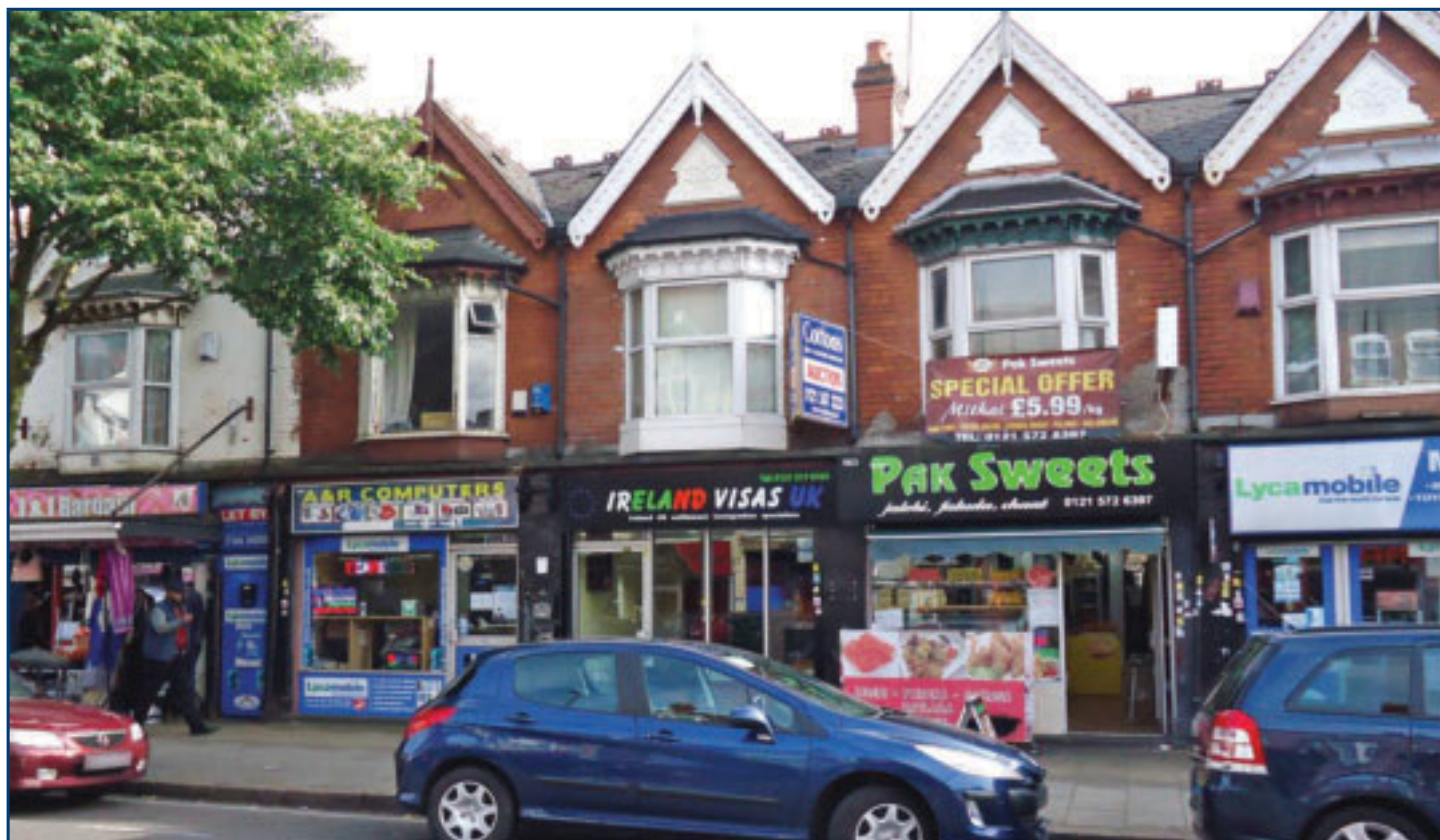
Completion Date: Completion will be eight weeks following exchange of contracts or sooner by mutual agreement.



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

LOT 17
Freehold Investment (Retail Unit and 3 Flats)

*Guide Price: £195,000 - £225,000

565 Coventry Road, Small Heath, Birmingham, West Midlands, B10 0LP

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property comprises of a ground floor retail unit along with three self-contained studio flats. The property is situated in amongst similar units forming part of a busy shopping parade. The property is within walking distance to Small Heath Park and is located close to the junction with Wordsworth Road. The property is fully let producing an income of £25,200 per annum, a schedule of tenancies are detailed below.

Schedule of Tenancies
Ground Floor
Retail Unit

The property is let on a Lease for 3 years from the 28th of April 2016 producing a rental of £10,800 per annum and trading as Ireland Visas UK

Flat A

Let on an Assured Shorthold Tenancy Agreement producing a rental of £350 pcm (£4,200 per annum)

First Floor
Flat B

Let on an Assured Shorthold Tenancy Agreement for a term of 3 years from 1st of January 2015 producing a rental of £425 pcm (£5,100 per annum)

Flat C

Let on an Assured Shorthold Tenancy Agreement producing a rental of £425 pcm (£5,100 per annum)

Total Rental Income £25,200 per annum
Accommodation
Ground Floor

Retail shop premises (35.30 sq.mtrs), Kitchen and WC

Flat A

Studio Apartment with Lounge/Bedroom/Kitchen and Shower Room with WC and wash basin

First Floor
Flat B

Studio Apartment with Lounge/Bedroom/Kitchen and Shower Room with WC and wash basin

Flat C

Studio Apartment with Lounge/Bedroom/Kitchen and Shower Room with WC and wash basin

Outside

Rear: Pedestrian access via Wordsworth Road and rear yard

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

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



LOT 18

33 Market Place, Willenhall, West Midlands WV13 2AA



Property Description:

The property comprises a substantial and imposing Grade II listed three-storey period building of traditional brickwork construction, with a pitched slate roof and is approached via the pedestrianised Market Place entrance at the front, where the towns retailing activity takes place, or a vehicular and pedestrian access to the rear, leading off Upper Lichfield Street and close to the newly constructed Morrisons Superstore.

The building provides self-contained office accommodation, with gas fired central heating and partial secondary glazing and contains a wealth of period features, including original internal joinery and, in particular, a spindle balustrade staircase, connecting the various floors. The accommodation benefits from good natural lighting within most rooms, supplemented by fluorescent strip lights, perimeter powerpoints, carpets and security grilles to the majority of the windows.

The property occupies a central location within Willenhall Town Centre. Willenhall is a medium sized town in the Black Country, located approximately 3 miles east of Wolverhampton and 4 miles west of Walsall. The National Motorway Network is readily accessible via the Black Country route (A454), at Junction 10 of the M6 Motorway, approximately 2 miles to the east.

Planning:

Planning Consent was granted by Walsall Council on 8th February 2016 (Ref: 15/1014/FULL) for change of use from offices to 8 apartments and associated parking and cycle shelter to the rear.

Accommodation

Ground Floor

Reception Hall/Waiting room: 58sq ft (5.4sq m)
 Reception Office (1): 180 sq ft (16.7 sq m)
 General Office (2): 144 sq ft (13.4 sq m)
 Computer Room/Store: 77 sq ft (7.2 sq m)
 Boiler Room/Store: 66 sq ft (6.1 sq m)
 Rear Access Lobby: 65 sq ft (6.0 sq m)
 Rear Office (3): 97 sq ft (9.0 sq m)
 Kitchen Area: 65 sq ft (6.0 sq m)
 Men's Toilets
 Ladies' Toilets

Cellar/Storage: 527 sq ft (49.0 sq m)

First Floor

Reception landing with doors radiating off to:
 Front Office (4): 196 sq ft (18.2 sq m)
 Front Office (5): 180 sq ft (16.7 sq m)
 Waiting Room/Office (6): 75 sq ft (7.0 sq m)
 Filing Room/Rear Office (7): 120 sq ft (11.1 sq m)
 Rear Office (8): 86 sq ft (8.0 sq m)
 Filing Room/Rear Office (9): 100 sq ft (9.3 sq m)

Second Floor

Access landing with doors off to:
 Front Office (10): 198 sq ft (18.4 sq m)
 Front Office (11): 185 sq ft (17.2 sq m)
 Office (12): 75 sq ft (7.0 sq m)
 Rear Office (13): 174 sq ft (16.2 sq m)
 Rear Office (14): 125 sq ft (11.6 sq m)

Total Net Internal Area: 2,127 sq ft (197.6 sq m), plus cellar and storage rooms.

Outside:

There is a car park to the rear of the property approached via Upper Lichfield Street, with approximately 15 car parking spaces.

Site Area: 0.16 acres (635.8 sq m)

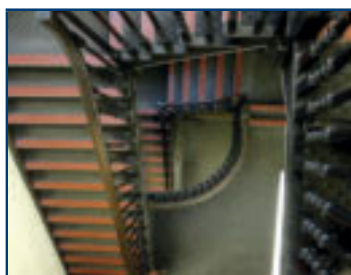
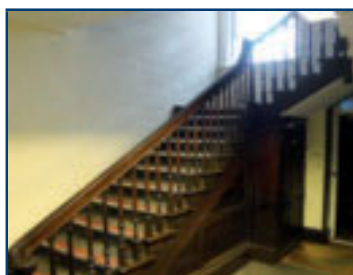
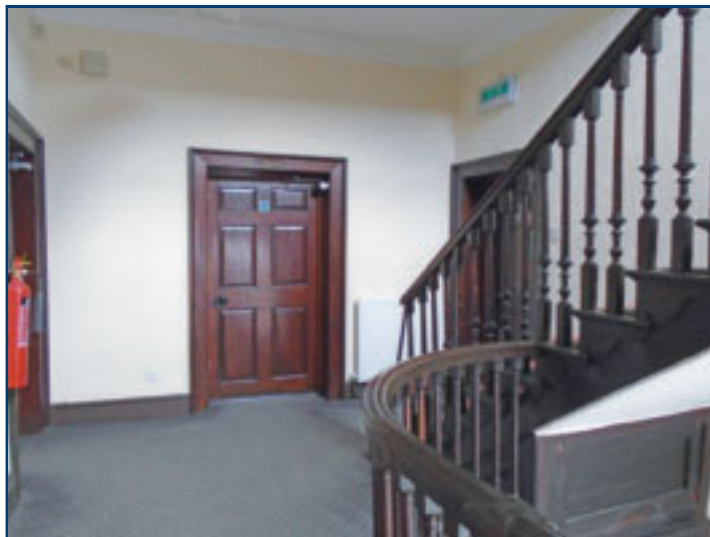
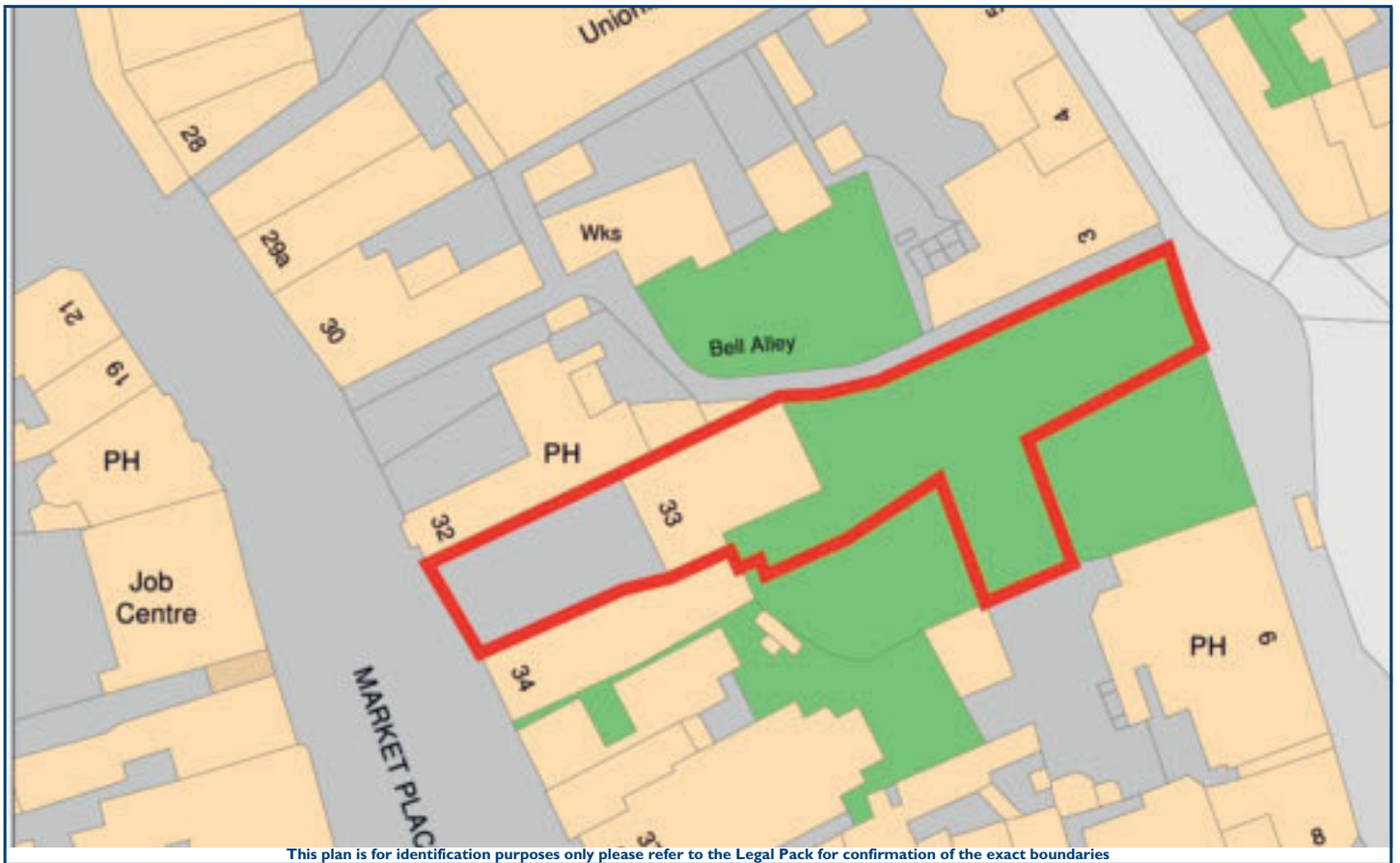
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233.

Freehold Vacant Office Premises/Redevelopment Opportunity - Consent for 8 Flats
*Guide Price: £145,000 - £160,000



LOT 19

Land Rear of, 16 - 22 Southwick Road, Halesowen, West Midlands B62 9ET



Property Description:

A valuable investment opportunity comprising of a freehold parcel of land containing two separate lock up garage yards with a combined total of 40 garages and each accessed by way of gated vehicular driveway leading off Southwick Road. The site also includes a substantial parcel of former garden land providing scope for the erection of additional garages to increase the investment income. In addition, part of the site benefits from planning consent granted in 2014 for the development of 3 x two bedroom and 2 x three bedroom residential dwellings.

The land forms part of an established residential area containing a range of predominantly traditional housing and Southwick Road is located directly off Long Lane (A4034) approximately one and a half miles distance to the north east of Halesowen Town Centre.

Planning

Part of the site benefits from planning consent granted by Dudley Metropolitan Borough Council on 30th September 2014 (Ref: P14/1060) for the demolition of the existing garages and erection of five dwellings. Architect's plans approved with the planning consent proposed a development comprising of a pair of semi detached houses and the development of three town houses with the following proposed accommodation:

Plot One

Two bedroom semi detached house: 88sq.mtrs (947.22sq.ft)

Plot Two

Two bedroom semi detached house: 75sq.mtrs (807sq.ft)

Plot Three

Two bedroom end terraced house: 75sq.mtrs (807sq.ft)

Plot Four

Two bedroom mid terraced house: 75sq.mtrs (807sq.ft)

Plot Five

Three bedroom end terraced house: 88sq.mtrs (947sq.ft)

Each property benefits from front and rear gardens and allocated car parking.

Scope may exist for a scheme to develop the whole site and all interested parties should discuss any proposals which they may have with the local planning department prior to bidding. A copy of the planning consent and Architect's plans are available either from the Auctioneers or Dudley Council website.

Investment Income

The site comprises two long established garage yards providing a regular and stable income and in addition provides scope for the erection of further garages on vacant garden land within the site.

Garage yard rear of 16 - 19 Southwick Road: 23 garages let at £10 per week

Rental Income: £11,960 per annum

garage yard rear of 21 - 22 Southwick Road: 17 garages let at £10 per week

Rental Income: £8,840 per annum

Total Current Rental Income: £20,800 per annum

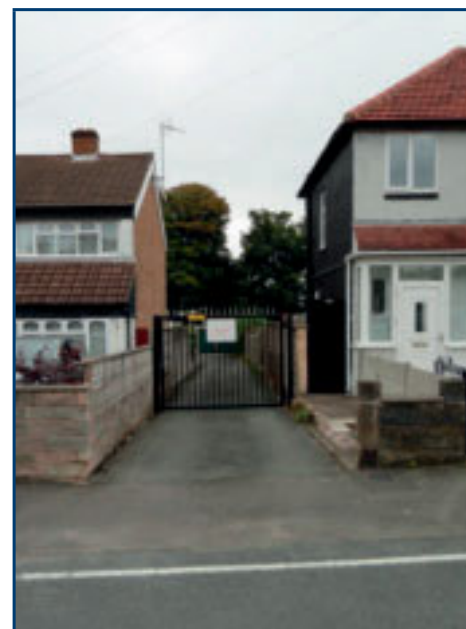
Note: Four Garages are excluded from the sale which belong to house numbers 16,17,18 & 19 Southwick Road (coloured Blue on the plan) and the site is subject to some third party rights of way which will be detailed in the legal pack.

Legal Documents:

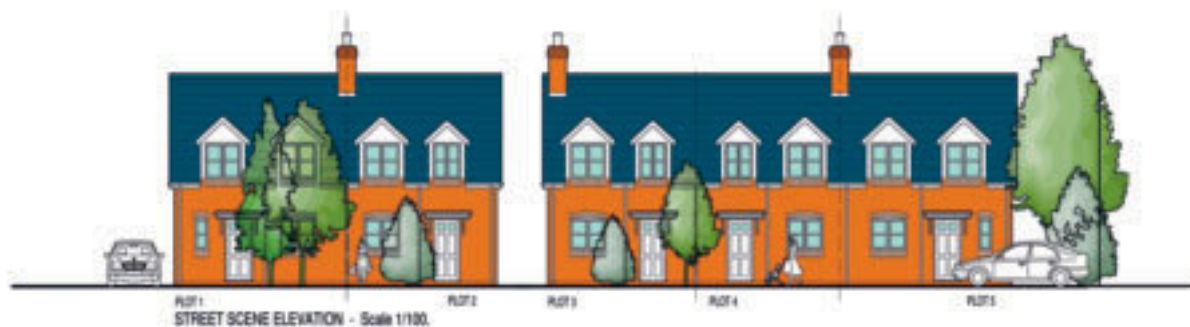
Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



Freehold Garage Investment (Income £20,800 p.a.) - Residential Development Opportunity
*Guide Price: £200,000 - £230,000



LOT 20

Leasehold Lock Up Garage Yard Investment (11 Garages)

*Guide Price: £30,000 - £37,000

Garages 1 - 11, Corner of Aulton Road/Slade Road, Sutton Coldfield, West Midlands B75 5PB

Property Description:

An attractive investment opportunity comprising of a well maintained lock up garage yard situated in the popular and well regarded Four Oaks/Mere Green residential area and containing a row of 11 garages of brick construction with modern up and over doors. The garage yard is tarmac surfaced and may provide scope for the erection of an additional garage and provision of some allocated car parking spaces. Access to the yard is located off a service road close to the junction of Aulton Road and Slade Road at the rear of an estate of maisonettes.

Rental Information:

Whilst the yard has been well managed, it is considered that scope exists for substantial increase in the current garage rentals increasing the investment return. Each garage is let on a licence agreement with rent paid quarterly as follows:

8 garages let at £240 per annum each

2 garages let at £300 per annum each

1 garage currently owner occupied and vacant possession will be provided on completion.

Total Current rental Income: £2,520 per annum

Leasehold Information

Lease Term: 99 Years less 3 days from 1st June 1964

Ground Rent: £5 per annum

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

Viewings: Via Cottons - 0121 2472233



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LOT 21

Freehold Vacant Possession

*Guide Price: £58,000 - £62,000

25 Thorne Road, Willenhall, West Midlands WV13 1AT

Property Description:

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

The property benefits from having part UPVC double glazing and part gas-fired central heating.

The property is located on Thorne Road close to the junction with Barrow Street. Thorne Road is located off Bloxwich Road South and Monmer Lane.



Accommodation

Ground Floor

Entrance Porch, Lounge, Kitchen, WC, Rear Hall and Stairs.

First Floor

Three Bedrooms and Shower Room having shower cubicle, wash basin and WC.

Outside:

Front: Lawned foregarden.

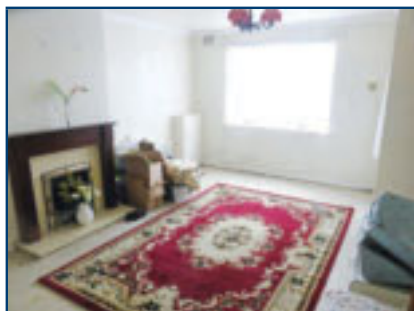
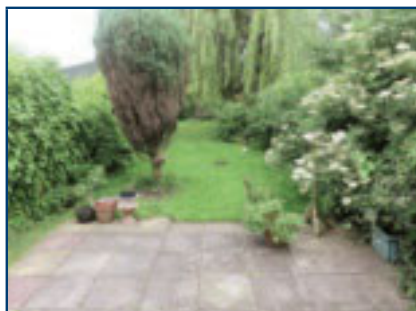
Rear: Lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 22

Freehold Investment - 2 Self Contained Flats

*Guide Price: £120,000 - £127,000

1004 Stratford Road, Hall Green, Birmingham, West Midlands B28 8BJ

Property Description:

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

Tenancy Information

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

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

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

Accommodation:

Ground Floor

Shared Entrance Hall

Flat A: Lounge, Inner Hall, Double Bedroom, Shower Room with glazed shower enclosure,

pedestal wash basin and wc, Kitchen

First Floor

Flat B: Stairs and Landing, Lounge/Dining Room, Double Bedroom, Kitchen, Bathroom with panelled bath having shower over, pedestal wash basin and wc

Outside:

Front: Paved forecourt providing off road car parking

Rear: Paved rear yard/garden and brick stores

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 23

Freehold Vacant Possession

*Guide Price: £125,000 - £135,000

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

Property Description:

A substantial end terrace property of brick construction, surmounted by a tiled roof, directly fronting the pavement. The property benefits from having majority UPVC double glazing. The property has been informally converted to provide four studio flats.

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

Accommodation:

Side Entrance:

Entrance Hallway,

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

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

First Floor

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

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

Stairs to



Second Floor

Loft Room.

Outside:

Rear yard.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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

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LOT 24**Freehold Substantial Three Storey Dwelling House with Vacant Possession**

*Guide Price: £180,000 - £195,000

17 Lysways Street, Walsall, West Midlands, WSI 3AG**Property Description:**

A substantial three storey semi detached dwelling of traditional brick construction surmounted by a pitched tile clad roof providing extensive and well laid out accommodation which includes three reception rooms and six bedrooms. In addition, the property benefits from off road car parking by way of a front driveway which extends along the side of the property to the rear which contains a two storey traditional built coach house currently providing garaging and workshop space. The property benefits from mostly UPVC double glazed windows and gas fired central heating. Lysways Street forms part of an established residential area and the property is located between Sandwell Street and Hanch Place and Walsall Town Centre is conveniently located within approximately one quarter of a mile distance.

Accommodation:**Ground Floor**

Entrance Hall, Reception Hall with Cellar access containing One Room, Front Reception Room, Rear Reception Room, Lobby Area, Dining Room, Kitchen with a range of fitted units, Rear Entrance Hall, Bathroom with corner bath, glazed shower enclosure, wash basin and wc

First Floor

Stairs and Landing, Bedroom One (double) with walk-in store, Bedroom Two (double), Bedroom Three (small double), Bathroom with corner bath, pedestal wash basin and wc, Bedroom Four (large double), Bedroom Five (single)

Second Floor

Stairs and Landing, Store Cupboard, Bedroom Six (double)

Outside:

Front: Foregarden and driveway providing off road car parking extending to the side with car port
 Rear: Tarmacadamed rear driveway/yard area, partly paved garden and a two storey coach house comprising a double width garage and a single width garage with first floor above (no access available)

Viewings: Via Cottons – 0121 247 2233**Legal Documents:** Available at www.cottons.co.uk

Completion Date: Completion will be eight weeks following exchange of contracts or sooner by mutual agreement.



LOT 25

Leasehold Vacant Possession

*Guide Price: £130,000 - £140,000

8 Cremorne Walk, Four Oaks, Sutton Coldfield, West Midlands, B75 5AL



Property Description:

A three bedroom duplex flat situated on the first and second floors of a purpose built block. The flat benefits from having UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in a presentable condition throughout. The flat is situated at the junction with Cremorne Walk and Lichfield Road (A5127) and is within walking distance of Four Oaks train station and Mere Greens's shopping facilities.

Accommodation:

Ground Floor

External Staircase to

First floor

Entrance Hallway, Kitchen, Lounge/Diner, Stairs

Second Floor

Landing, Three Bedrooms and Bathroom, having panel bath, wash basin, wc and shower cubicle.

Outside:

Communal parking

Leasehold Information:

Term: 125 Years from 24 June 2004

Ground Rent: Refer to Legal Pack

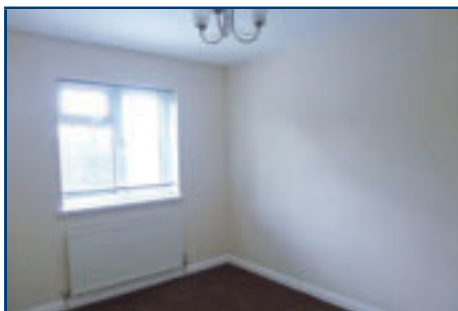
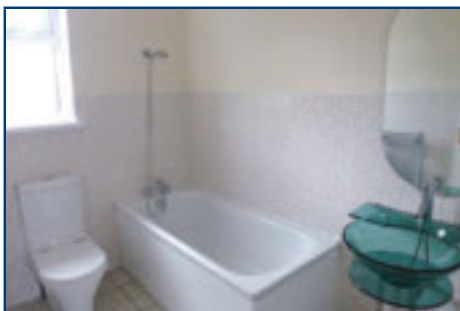
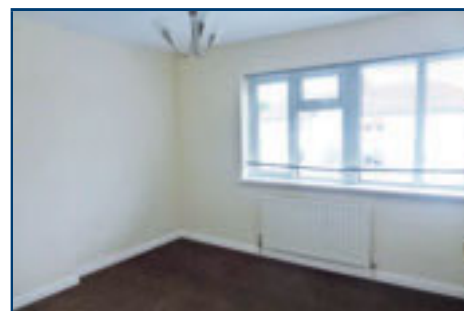
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 26
Freehold Vacant Detached House with Potential

*Guide Price: £150,000 PLUS

Meadow Cottage, Measham Road, Packington, Ashby-de-la-Zouch, Leicestershire, LE65 1WQ

Property Description:

A modern detached house of two storey brick construction surmounted by a pitched tile clad roof, occupying a sizeable plot extending to an area of approximately 0.23 acres (941.56sq.mtrs) with surrounding lawned gardens and ample off road car parking. The property is accessed from Measham Road by way of a right of way over a driveway and benefits from UPVC double glazed windows, oil fired central heating and garage. The accommodation requires modernisation and improvement and there may be potential for extension of the existing dwelling subject to obtaining appropriate planning consent. The property is situated to the south of the popular village of Packington within approximately two miles to the south of the highly regarded market town of Ashby-de-la-Zouch and occupies a highly commutable location being within approximately one mile distance from the A42 which provides direct access to the M42 and M1 Motorways.

Accommodation:
Ground Floor

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

First Floor

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

Outside:

Surrounding lawned gardens with tarmacadam driveway providing ample off road car parking, brick store and garage.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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

LOT 27

8 The Drive, Countesthorpe, Leicestershire LE8 5PB



Property Description:

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

Number 8 The Drive is situated to the northern section of the cul-de-sac on a large plot surrounded by lawned gardens and residents parking area. The property is currently laid out to provide six separate self-contained flats, all separately metered and requiring refurbishment.

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

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

Accommodation:

Ground Floor

Entrance Porch, Communal Reception Hall,

Flat 1

Entrance Hall, Double Bedroom, Open Plan Lounge/Kitchen, Bathroom with bath, wash basin and wc

Flat 2

Entrance Hall, Double Bedroom, Open Plan Lounge/Kitchen, Shower Room with wc and wash basin

First Floor

Stairs and Landing

Flat 5

Reception Hall, Bathroom with bath, wash basin and wc, Open Plan Lounge/Kitchen, Double Bedroom

Flat 6

Entrance Hall, Double Bedroom, Open Plan Lounge/Kitchen, Lobby and Bathroom with bath, wash basin and wc

Flats 3 & 4

Are accessed separately from the rear of the building and have not been inspected at the time of preparing the catalogue details.

Outside:

Surrounding lawned gardens and car parking area

Note: The property is currently held on a land registry title with an adjacent property (number 9) which will not be included in the sale. A boundary line will be created between the two properties and all interested parties should refer to the legal documents for confirmation of the exact site boundary. The catalogue plan is approximate and for identification only.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



Freehold Period Residence Converted to Six Flats/ Potential for Reversal to Dwelling House
*Guide Price: **£325,000 - PLUS**



LOT 28

Leasehold Vacant Possession

*Guide Price: £38,000 - £44,000

169 Brookside Lane, Stone, Staffordshire ST15 0HZ

Property Description:

A ground floor one bedroom flat situated in a purpose built block. The property benefits from having UPVC double glazing, gas fired central heating and a private rear gravelled garden. The property further benefits from having a detached garage forming part of a garage yard located off West Close which is found off St Vincent Road, the entrance of the yard being adjacent to number 23.

Brookside lane is located off Manor Rise, which in turn is found off St Vincent Road. The property is within approximately a miles distance from the main shops and amenities in Stone.

Accommodation:

Ground Floor

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

Outside:

Rear gravelled garden with storage shed

Single detached garage accessed off West Close

Leasehold Information

Lease Term: 99 years from 12th February 1976

Ground Rent and Service Charge: Refer to Legal Pack

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 29

Freehold Investment

*Guide Price: £52,000 - £56,000

43 Smestow Street, Wolverhampton, West Midlands WV10 9AB

Property Description:

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

The property benefits from UPVC double glazing and gas-fired central heating.

Smestow Street is located off Prowles Street which, in turn is found off Cannock Road (A460). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £450 per calendar month (£5,400 per annum).

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen and Bathroom, with panelled bath, wash basin and WC, Stairs.

First Floor

Two Bedrooms.

Outside:

Front: Walled foregarden.

Rear: Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 30

Freehold Investment
 *Guide Price: £155,000 - £165,000

151 Dudley Road, Winson Green, Birmingham, West Midlands B18 7QY

Property Description:

A substantial four storey mid terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property consists of a ground floor retail unit, a 1 bedroomed flat on the first floor and a 3 bedroomed flat on the second and third floors. Both flats benefit from having UPVC double glazing and gas fired central heating as well as parking to the rear accessed from Heath Street. The property forms part of a parade of shops located on the Dudley Road close to the junctions with both Heath Street and Winson Green Road. The property is within walking distance from City Hospital. The property is fully let producing a total rental of £17,000 per annum a schedule of tenancies are detailed below

Schedule of Tenancies

Ground Floor Retail Unit

Currently let on a Lease until the 11th of September 2020 producing a rental of £8,600 per annum

First Floor Flat

Currently let on an Assured Shorthold Tenancy Agreement producing a rental of £3,600 per annum

Second and Third Floor Flat

Currently let on an Assured Shorthold Tenancy producing a rental of £4,800 per annum

Total Rental Income: £17,000 per annum

Accommodation

Ground Floor

Retail Shop 32.19 sq.mtrs (350 sq.ft), Kitchenette, WC and wash basin, Cellar

First Floor

Flat 1 - Accessed via the rear having Lounge, Kitchen, Bedroom and Bathroom

Second Floor

Flat 2 - Accessed via the rear having Lounge/Kitchen, Bedroom and Bathroom, stairs to

Third Floor

Two Bedrooms

Outside

Rear Communal parking



Legal Documents – Available at

www.cottons.co.uk

Viewings - Via Cottons – 0121 247 2233



LOT 31

Freehold Land/Car Park
 *Guide Price: £10,000 - £15,000

Land Rear of, 58 Osmaston Road, Derby, Derbyshire DE1 2HZ

Property Description:

A parcel of freehold land square in shape, located to the rear of the property known as 58 Osmaston Road and situated at the junction of Sacheverell Street and Back Sitwell Street.

The land extends to an area of 55.72sq.mtrs (599sq.ft) and is hard surfaced and has been used for car parking although there may be scope for the erection of a small workshop unit subject to obtaining planning consent and it is recommended that all interested parties contact the planning department at Derby Council to discuss any proposals prior to bidding.

Back Sitwell Street leads off Wilmot Street which in turn leads off Osmaston Road and the land is in close proximity to the City Centre being located a short distance to the north of the Ring Road/Lara Croft Way (A601) and forming part of a mixed commercial and residential area.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



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

LOT 32

8 Westbourne Road, Walsall, West Midlands WS4 2JA



Property Description:

A substantial three storey detached property of traditional brick construction surmounted by a pitched tile clad roof set back from the road behind a gravelled driveway allowing for road parking and giving access to gated car port, the property further contains a detached bungalow with separate mains supply located to the rear.

The main property offers extensive accommodation which includes five bedrooms two with en-suite shower rooms, family bathroom, Lounge and a large kitchen/dining area.

The property has been refurbished within the last three years and includes majority UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings.

The property has been granted a HMO Licence for six people (Ref: 39) issued by Walsall Council on the 11/01/2016 expiring on the 10/01/2020.

The detached one bedroom bungalow located in the rear garden has a separate mains supply from 8 Westbourne road and includes UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings.

The Main five bedroom property is offered for sale with vacant possession however the Bungalow to the rear is currently let on an assured shorthold tenancy agreement producing a rental of £425 per calendar month (£5,100 per annum).

Westbourne road is located off Borneo Street which in turn is found off Mill lane, the property is approximately within half a miles distance to Walsall Town Centre.

Accommodation

Ground Floor

Entrance Hallway, Lounge, WC, Kitchen/Diner with access to rear

First Floor

Stairs and Landing, Bedroom 1 and 2 both with en suite shower rooms containing shower cubicle, wash basin and WC, Bedroom 3 and store cupboard.

Second Floor

Family bathroom having bath, wash basin, shower cubicle and WC, Bedrooms 4 and 5.

Bungalow

Lounge, Kitchen, Bedroom and Bathroom having bath, wash basin and WC.

Outside

Front: Gravelled driveway allowing for road parking and giving access to gated car port.

Rear: Patio area and lawned garden containing a 1 bedroom bungalow

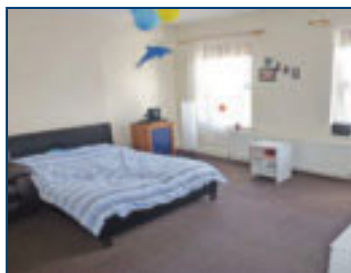
Legal Documents- Available at www.cottons.co.uk

Viewings- Via Cottons - 0121 247 2233



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

Freehold Vacant Possession /Investment (Five Bed House and One Bed Bungalow).
*Guide Price: **£220,000 - £240,000**



LOT 33

Freehold Investment

*Guide Price: £74,000 - £78,000

6 Orchard Grove, Dudley, West Midlands DY3 2UU

Property Description:

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

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

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

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front: Foregarden.

Rear: Lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 34

Leasehold Investment

*Guide Price: £44,000 - £48,000

6 Osbourne Close, Birmingham, West Midlands B6 5UL

Property Description:

A ground floor flat situated in a purpose built block of brick construction surmounted by a tiled roof. The property is set back from the road behind communal gardens to the front and allocated parking space to the rear. The property benefits from having UPVC double glazing and electric heating. Osbourne Close is located off Park Road North. The property is currently let on an Company Lease at a net rent of £98.07 per week (£5,099.64 per annum).

secure door entry system, Lounge/Bedroom, Kitchen, Dressing Area and Shower Room having shower cubicle, wash basin and WC,

Outside:

Front: Communal gardens

Rear: Allocated parking space

Leasehold Information

Lease Term: 120 Years from 24th June 1983

Ground Rent and Service Charge: Refer to Legal Pack

Accommodation

Ground Floor:

Communal Entrance and Hallway with

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

Viewings: Via Cottons - 0121 247 2233



LOT 35

Freehold Residential Investment

*Guide Price: £80,000 - £88,000

11 Sprig Croft, Hodge Hill, Birmingham, West Midlands B36 8UT

Property Description:

A modern mid terraced house benefiting from well laid out accommodation including three bedrooms and having UPVC double glazed windows and gas fired central heating. The property forms part of an established residential area and Sprig Close comprises a cul-de-sac leading off Reynoldstown Road which in turn leads off Bromford Drive and the property is conveniently within approximately one mile from the Fort Shopping Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum).

Accommodation

Ground Floor

Porch Entrance, Full Length Dining Kitchen, Rear Entrance Hall with under stairs cupboard, Through Lounge.

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bathroom with bath having shower over, wash basin, Separate Toilet with wc

Outside:

Front: Foregarden

Rear: Lawn garden with pedestrian access

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

Viewings: Via Cottons - 0121 2472233



LOT 36
Freehold Vacant Restaurant Premises & Two Investment Flats

*Guide Price: £160,000 - £168,000

179 Wolverhampton Street, Dudley, West Midlands, DY1 3AD

Property Description:

A two storey double fronted property of traditional brick construction surmounted by a pitched tile clad roof comprising of a ground floor restaurant premises with substantial basement storage along with two investment flats located to the first floor. The restaurant premises are long established and provide well laid out accommodation benefiting from gas fired central heating, large dining area with in excess of 50 covers and the property is situated directly fronting Wolverhampton Street within approximately one third of a mile distance from Dudley Town Centre.

Tenancy Information
Ground Floor

Restaurant Premises: The property is owner occupied and offered with vacant possession

First Floor

Flats 1 & 2: Currently let on an Assured Shorthold Tenancy at a total rental income of £800 per calendar month (£9,600 per annum)

Accommodation:
Ground Floor

Restaurant Premises: 68.53sq.mtrs (737sq.ft) with roller shutter front, Entrance Hall, Customer Waiting Area, Bar, Store Cupboard and 28 Covers, Rear Dining Room: 29sq.mtrs (312sq.ft) with 22 Covers, Ladies and Gents Toilets, Kitchen: 24.38sq.mtrs (262sq.ft), Front Basement Storage (accessed from side passageway) having Two Rooms: 25.73sq.mtrs (277sq.ft), Rear Basement Storage: 62.25sq.mtrs (670sq.ft) with Staff Toilet

First Floor

This accommodation has not been inspected by the auctioneers and the vendor advises it comprises the following:

Private Entrance Hall directly off Wolverhampton Street, Stairs and Landing,

Flat One: Lounge, Kitchen, Two Bedrooms,

Bathroom with wc

Flat Two: Lounge, Kitchen, Two Bedrooms,

Bathroom with wc

Outside:

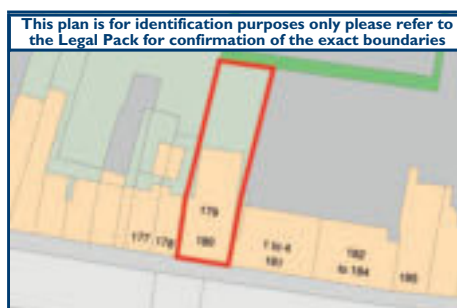
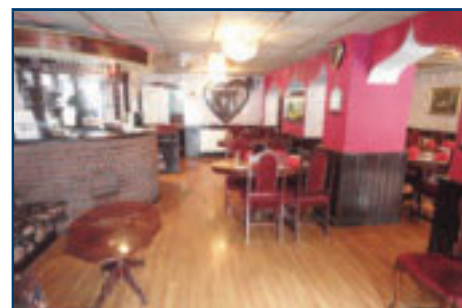
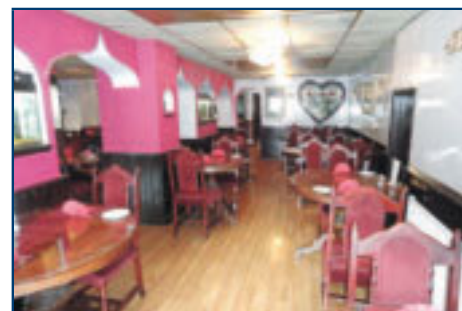
Rear: Garden area which we are advised by the vendor has vehicular access over a shared right of way providing scope for parking

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 37

Freehold Vacant Semi Detached House

*Guide Price: £78,000 - £84,000

80 Newbury Lane, Oldbury, West Midlands B69 1HF

Property Description:

A two storey semi detached house of brick construction surmounted by a pitched interlocking tile clad roof, set back behind a foregarden and shared driveway and benefiting from three bedrooms and a ground floor kitchen extension but requiring modernisation and improvement throughout. The property is situated west of the junction with Ascot Close and within a quarter of a mile distance from Wolverhampton Road (A4123) which provides direct access to the M5 Motorway (junction 2) and commuting access to Dudley, Birmingham and Wolverhampton. Oldbury Town Centre is within approximately one mile distance providing local services and amenities.

Accommodation

Ground Floor

Porch, Reception Hall, Lounge, Dining Room, Extended Kitchen

First Floor

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

Outside:

Front: Foregarden and shared driveway
Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 38

Leasehold Vacant Two Bedroom Flat

*Guide Price: £45,000 - PLUS

By Instruction of the Mortgagees In Possession

71 Regency House, Nash Square, Perry Barr, Birmingham, West Midlands B42 2EX

Property Description:

A well laid out two bedroom flat located on the first floor of a purpose built block known as Regency House and benefiting from UPVC double glazed Windows and Gas Fired Central Heating but requiring complete internal modernisation and refurbishment throughout.

Nash Square comprises of a cul-de-sac containing a range of similar flat developments and town houses and leads directly off Aldridge Road, approximately half a mile to the north of the junction with Walsall Road (A34) which provides access to local shops, amenities and railway station at Perry Barr including The One Step Shopping Centre.

Accommodation:

Ground Floor

Communal Entrance Hall

First Floor

Entrance Hall, Lounge/Dining Room, Kitchen, Inner Hall, Bedroom One (double), Bedroom Two (large single), Bathroom with panelled bath having shower over, pedestal wash basin and wc

Outside:

Communal gardens and parking



Leasehold Information

Lease Term: 99 Years from 25th December 1964

Ground Rent & Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 39**Freehold Investment (Retail Shop and 3 Self Contained Flats)**

*Guide Price: £142,000 - £152,000

46 Park Street South, Wolverhampton, WV2 3JG**Property Description:**

A substantially extended end terrace property comprising of a ground floor retail unit, along with three separate self contained flats located to the rear, first and second floors.

The property benefits from having UPVC double glazing, gas fired central heating in both the shop and flats.

Park Street South is located off Goldthorn Hill and the property itself is located on the junction with Haggard Street.

The property is fully let and produces a total income of £18,100 per annum.

A schedule of tenancies are detailed below.

Accommodation**Ground Floor****Retail Shop and Off Licence**

Retail Area (46.97 sq.mtr)

Store Room (5 sq.mtr)

Store number 2 (3 Sq.mtr) wc and wash basin

Rear:**Flat 46c**

Having Lounge/Bedroom, Kitchen and Bathroom with panelled bath, washbasin and WC

First Floor**Flat 46a**

Having Lounge, Dining Room, Kitchen, Bedroom and Bathroom having panelled bath, washbasin and WC

Flat 46b

Having Lounge, Kitchen and Bathroom, with panelled bath washbasin and WC, Stairs to

Second Floor

Having Bedroom

Outside:

Small yard area (access to flats)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Schedule of Tenancies**Retail Shop/Off Licence**

Let on a 10 year Lease from March 2013 producing a rental of £7,000 per annum.

Flat 46a

Let on an Assured Shorthold Tenancy Agreement producing a rental of £325 pcm (£3,900 per annum)

Flat 46b

Let on an Assured Shorthold Tenancy Agreement producing a rental of £350 pcm (£4,200 per annum)

Flat 46c

Let on an Assured Shorthold Tenancy Agreement producing a rental of £250 pcm (£3,000 per annum)

Total Rental Income: £18,100 per annum



LOT 40

Freehold Investment (Restaurant and 4 Flats)

*Guide Price: £220,000 - £240,000

Former Swan Hotel, Bridge Street, Knighton, Powys, LD7 1BG



Property Description:

A Grade II listed three storey, double fronted former hotel surmounted by a tiled roof and directly fronting the pavement. The property comprises of a ground floor restaurant, with 2 two bedroomed flats and 2 three bedroomed flats laid over the two floors above. The property is situated in the centre of the market town of Knighton, which contains similar properties along with a range of amenities including local shops, pubs and restaurants. Knighton is approximately 20 Miles to the west of Ludlow. The property is fully let producing £24,780 per annum, a schedule of tenancies are detailed below

Schedule of Tenancies

Restaurant and Flat 1

Let on a Lease producing a rental of £1,000 pcm (£12,000 per annum)

Flat 2

Let on an Assured Shorthold Tenancy Agreement producing £350 pcm (£4,200 per annum)

Flat 3

Let on an Assured Shorthold Tenancy Agreement producing £365 pcm (£4,380 per annum)

Flat 4

Let on an Assured Shorthold Tenancy Agreement producing £350 pcm (£4,200 per annum)

Total Rental Income £24,780 per annum

Accommodation

Ground Floor

Restaurant, Bar Area, Kitchen and Wc's 153.13 sq.m. (1,648sq.ft.)

First Floor

Flat 1

Having Lounge, Kitchen, 3 Bedrooms and Bathroom with panelled bath with shower over, wash basin and WC

Flat 2

Having Lounge, Kitchen, 2 Bedrooms and Bathroom with panelled bath, wash basin and WC

Second Floor

Flat 3

Having Lounge, Kitchen, 3 Bedrooms and Bathroom with panelled bath with shower over, wash basin and WC

Flat 4

Having Lounge, Kitchen, 2 Bedrooms and Bathroom with panelled bath, wash basin and WC

Legal Documents-

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 41
Freehold Residential Potential Investment - Four Flats

*Guide Price: £150,000 PLUS

By Instruction of the Joint LPA Receivers
84 Sandwell Road, Birmingham, West Midlands, B21 8PS

Property Description:

A detached three storey residence of part rendered brick construction surmounted by a pitched tile clad roof occupying a substantial plot fronting Sandwell Road. The property has been converted into four self contained flats having some UPVC double glazed windows and security door entry system. The property is conveniently situated within half a mile from Soho Road providing access to a wide range of shops and local amenities and approximately one mile from The M5 Motorway (junction 1)

Important Note

The Auctioneers have not inspected the property internally prior to preparing the catalogue details. We offered the property for sale by auction on 26th October 2006 and our file information contains details of the accommodation which is stated below whereby there were four separate flats let on Assured Shorthold Tenancies. This information should be used as a guide only and should not be relied upon. The property currently appears to be in external disrepair and no comment can be made on the internal condition. The current situation is that whilst the flats appear to be occupied neither the vendors nor the auctioneers can provide any confirmation relating to any specific tenancies or occupancy of the premises and all interested parties must undertake their own enquiries prior to bidding.

Accommodation:
Ground Floor

Reception Hall with security door entry system, Shared Laundry Room and Store

Flat 1

Reception Hall, Lounge, Cloak Room with wc, Kitchen, Two Bedrooms, Shower Room.

First Floor
Flat 2

Reception Hall, Lounge, Kitchen, Bathroom with wc, Double Bedroom

Flat 3

Reception Hall, Shower Room with wc, Lounge, Kitchen, Two Bedrooms

Second Floor
Flat 4

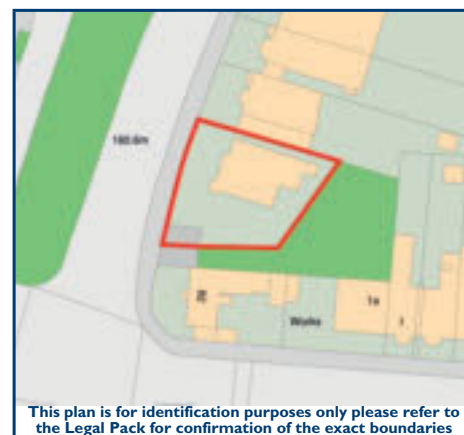
Reception Hall, Bed/Living Room, Breakfast Kitchen, Bathroom with wc

Outside:

Foregarden, driveway, gardens to side and rear

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

Viewings: Via Cottons - 0121 2472233



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



LOT 42

Freehold Vacant Possession

*Guide Price: £55,000 - £60,000

53 Harrowby Place, Willenhall, West Midlands WV13 2RA

Property Description:

A three bedroomed extended semi-detached property surmounted by a tiled roof situated on a corner plot and set back from the road behind a walled foregarden and paved driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating however does require some modernisation and improvement. Harrowby Place is located off The Crescent which in turn is found off Wolverhampton Road West (B4464)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Extended "L" Shaped Kitchen, Stairs

First Floor

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

Outside:

Front Walled foregarden and paved driveway allowing for off road parking

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 43

Freehold Vacant Retail Shop/ Flat Investment

*Guide Price: £80,000 - £88,000

70 Nursery Road, Hockley, Birmingham, West Midlands B19 2YA

Property Description:

A traditional mid terraced three storey premises of brick construction surmounted by a pitched slate clad roof and comprising of a ground floor lock up retail shop with separate flat located on the upper floors. The property has shared services including gas fired central heating and is situated directly fronting the pavement located between the junctions of Church Street and Anglesey Street. The property occupies a convenient location and Nursery Road leads off Hunters Road which in turn leads off the junction off Soho Hill (A41) and New John Street West providing access to Handworth Shopping Centre on Soho Road, Birmingham Ring Road and the City Centre.

Tenancy Information

Retail Shop: Vacant

Flat: Let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum)

Accommodation:

Ground Floor

Retail Shop: 27.75sq.mtrs (298sq.ft) with roller shutter door, built in under stair cupboard and cellar access, Rear Room: 6.87sq.mtrs (74sq.ft), Wash Room:

5.02sq.mtrs (54sq.ft) including Toilet with wc and wash basin

Flat Accommodation

Rear Entrance Hall and Stairs to;

First Floor

Breakfast Kitchen, Inner Hall, Shower Room with wash basin and wc, Lounge/Bedroom Two

Second Floor

Stairs to Bedroom One

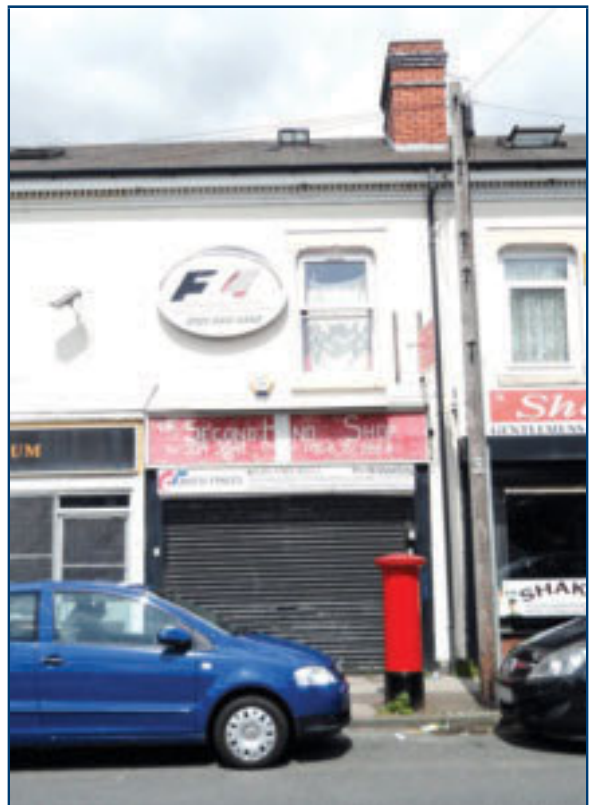
Outside:

Rear: Yard and garden with rear pedestrian right of way

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 44

Freehold Regulated Tenancy Investment

*Guide Price: £50,000 - £60,000

11 Shipway Road, Hay Mills, Birmingham, West Midlands B25 8DS

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched interlocking clad roof, benefiting from part Double Glazed Windows and Gas Fired Central Heating.

Shipway Road comprises of a cul-de-sac leading directly off Coventry Road (A45) which provides access to a range of local amenities.

Tenancy Information

The property is let on a Statutory Protected (Regulated) Tenancy at an unregistered rent of £55 per week (£2,860 per annum)

Accommodation:

Whilst the accommodation has not been internally inspected by the Auctioneers, we understand it comprises of the following:

Ground Floor

Two Reception Rooms/Kitchen and Bathroom

First Floor

Two Bedrooms

Outside:

Rear: Yard/garden with shared pedestrian right of way and outbuilding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only




HARRY R. BARBER, FRICS.

CHARTERED SURVEYOR
ESTATE AGENT, VALUER AND AUCTIONEER

--- Legal Documents Online ---



Legal Documents

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

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

LOT 45

Freehold Vacant Possession
*Guide Price: £240,000 - £260,000

25 Eastern Road, Sutton Coldfield, West Midlands B73 5PA

Property Description:

A four bedroom detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway allowing access to garage and providing off road parking.

The property benefits from having gas fired central heating, however does require modernisation and improvement throughout

Eastern Road is set in a popular and established residential area and is located between both Highbridge Road and Station Road. The property is within a quarter of a miles distance from Wylde Green Railway Station.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Dining Kitchen, Pantry, Rear Lobby, Store and WC

First Floor

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

Outside

Front: Lawned foregarden and paved driveway giving access to garage allowing for off road parking

Rear: Overgrown Garden

Viewings: Via Cottons – 0121 247 2233

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



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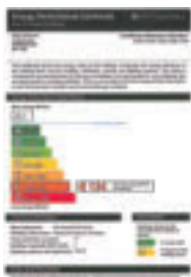

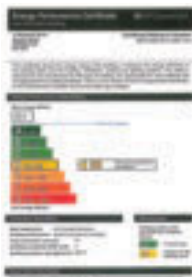

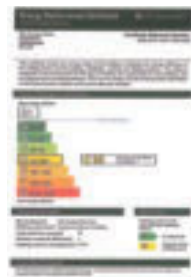
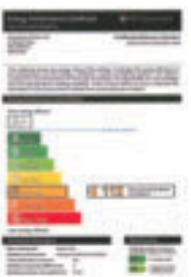
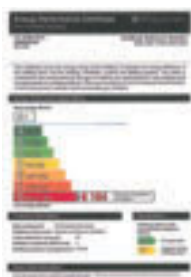
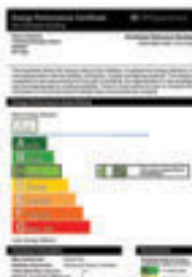
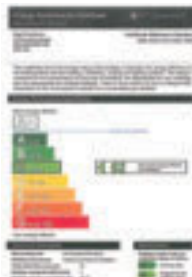
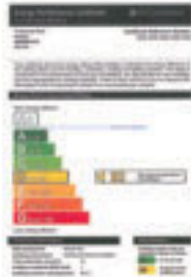
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Lot 5	Lot 10	Lot 13	Lot 16	Lot 17
				<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on</p> <p>28th June 2016</p> <p>This will be added to the Legal Pack and available on our website.</p>
Lot 18	Lot 30	Lot 36	Lot 39	
				
Lot 43				

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MAILING LIST

We are currently updating our mailing list so,
if you require a catalogue for our next auction on

TUESDAY 6th SEPTEMBER 2016

at Aston Villa Football Club, Aston Villa, Birmingham.

Please complete the slip found at the back of this Viewing Schedule,
and hand it to us at the auction or post it to us at the address provided.

PROXY BID FORM / TELEPHONE BID FORM

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

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

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

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

TYPE OF BID

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

BIDDER INFORMATION

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

SOLICITOR INFORMATION

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

BIDDER INFORMATION

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

DEPOSIT

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

TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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






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



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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

**A full copy of the Common Auction Conditions including the Glossary can be found at:
www.rics.org/commonauctionconditions**



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Auction Department

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

t 0121 247 2233

f 0121 247 1233

auctions@cottons.co.uk

www.cottons.co.uk

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