

1st DECEMBER 2016

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 1st DECEMBER 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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 37 LOTS

Order of Sale

Comprising of a range of Residential and Commercial, Vacant and Investment Properties, Land and Development Opportunities. By instruction of a variety of Vendors including Coventry City Council, LPA Receivers, Liquidators, Solicitors, Joint Property Agents, Companies and Private Clients.

1	22 TURTON ROAD, WEST BROMWICH, WEST MIDLANDS B70 8LA	Freehold Vacant Residential
2	5 PETERSFIELD COURT, STRATFORD ROAD, HALL GREEN, B28 9BL	Leasehold Vacant Residential
3	752 WARWICK ROAD, TYSELEY, BIRMINGHAM, B11 2HG	Freehold Vacant Residential
4	139 SLADE ROAD, ERDINGTON, BIRMINGHAM B23 7QU	Freehold Vacant Residential
5	165 COOMBS LANE, LONGBRIDGE, BIRMINGHAM, B31 4QU	Freehold Vacant Residential
6	LAND ADJACENT 335 BALDWIN'S LANE, HALL GREEN, B28 0RQ	Freehold Land
7	36 ONSLOW ROAD, TYSELEY, BIRMINGHAM, B11 3PA	Freehold Residential Investment
8	60 CANTERBURY TOWER, ST. MARKS ST, BIRMINGHAM, B1 2UL	Leasehold Vacant Residential
9	103 THUNDERBOLT WAY, TIPTON, WEST MIDLANDS, DY4 9SG	Leasehold Vacant Residential
10	3 THE HOLLOW, CASTLE DONINGTON, DERBY, DE74 2PA	Freehold Residential Investment
11	123 BRIGHT STREET, WOLVERHAMPTON, WV1 4AS	Freehold Residential Investment
12	UNIT 10, THE ORB, TENBY ST, JEWELLERY QTR, BIRMINGHAM, B1 3EL	Leasehold Vacant Commercial
13	179/181 CHURCH ROAD, YARDLEY, BIRMINGHAM, B25 8UR	Freehold Commercial Investment
14	119 SYCAMORE ROAD, SMETHWICK, WEST MIDLANDS B66 4NS	Freehold Res/Comm Investment
15	FLAT 3, 78 PERSEHOUSE STREET, WALSALL, WS1 2AR	Leasehold Vacant Residential
16	547 BLOXWICH ROAD, WALSALL, WS3 2XD	Freehold Vacant Commercial
17	83 BRADES ROAD, OLDBURY, WEST MIDLANDS B69 2EB	Freehold Vacant Commercial
18	136 GORSEBROOK ROAD, WOLVERHAMPTON, WV6 0PE	Freehold Residential Investment
19	ROOKERY TAVERN, 41 WOOD STREET, LANESFIELD, WV4 6LH	Freehold Vacant Public House
20	1234 - 1238 COVENTRY ROAD, YARDLEY, BIRMINGHAM, B25 8BZ	Freehold Res/Comm Investment
21	261 LONDON ROAD, COVENTRY, CV3 4AR	Freehold Vacant Residential
22	30 HANDSWORTH CRESCENT, EASTERN GREEN, COVENTRY, CV5 7GE	Freehold Vacant Residential
23	48 COURTNEY, ST. CECILIA CLOSE, KIDDERMINSTER, DY10 1LN	Leasehold Vacant Residential
24	UNIT 1 QUARTZ, GREAT HAMPTON STREET, BIRMINGHAM, B18 6BX	Leasehold Vacant Commercial
25	LAND PLANET ROAD, ROUND OAK, WEST MIDLANDS, DY5 1HJ	Freehold Land
26	19 NIGEL ROAD, DUDLEY, WEST MIDLANDS, DY1 2SJ	Freehold Vacant Residential
27	187 RECTORY ROAD, SUTTON COLDFIELD, WEST MIDLANDS B75 7RU	Freehold Vacant Residential
28	42 CARNEGIE AVENUE, TIPTON, WEST MIDLANDS, DY4 8SX	Leasehold Vacant Residential
29	50 CARNEGIE AVENUE, TIPTON, WEST MIDLANDS, DY4 8SX	Leasehold Vacant Residential
30	IVY COTTAGE, HABBERLEY VALLEY, KIDDERMINSTER, DY11 5RH	Freehold Vacant Residential
31	LAND AT TENBURY ROAD, CLOWS TOP, KIDDERMINSTER, DY14 9PA	Freehold Land with Potential
32	289 LEACH GREEN LANE, REDNAL, BIRMINGHAM, B45 8EB	Freehold Vacant Residential
33	25 COSSINGTON ROAD, ERDINGTON, BIRMINGHAM, B23 5EL	Freehold Residential Investment
34	10 HENLOW ROAD, KINGS HEATH, BIRMINGHAM, B14 5DT	Freehold Vacant Residential
35	56 LEOMINSTER ROAD, BIRMINGHAM, B11 3BJ	Freehold Vacant Residential
36	59 GREEN PARK ROAD, NORTHFIELD, BIRMINGHAM, B31 5AX	Leasehold Vacant Residential
37	56 MARLPOL DRIVE, REDDITCH, WORCESTERSHIRE B97 4RX	Freehold Vacant Residential

Auctioneers

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

Valuers: Ian M. Axon, Stephen, D. Sutton B.Sc. (Est.Man.) FRICS
 Dan O'Malley B.Sc. (Hons.) HND

Auction Manager: Sue Worrall

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

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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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

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.

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

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

LOT 1

Freehold Vacant Three Bedroom House

*Guide Price: £80,000 - £88,000

22 Turton Road, West Bromwich, West Midlands B70 8LA

Property Description:

A mid terraced house of two storey brick construction surmounted by a pitched slate clad roof having a small front extension and benefiting from UPVC double glazed windows/external doors, gas fired central heating and off road parking but requiring modernisation and improvement throughout.

The property is set back from the road behind a foregarden and gated driveway and Turton Road comprises of a cul-de-sac which leads off Westbourne Road and the property is conveniently within approximately half a mile distance to the south west of West Bromwich Town Centre.

Accommodation:

Ground Floor

Reception Hall/Room, Entrance Hall, Dining Room, Lounge, Breakfast Kitchen with pantry, Rear Entrance Hall, Cloak Room with wc and wash basin.

First Floor

Stairs and Landing, Three Bedrooms, Shower Room with glazed shower enclosure, pedestal wash basin, bidet and wc

Outside:

Front: Foregarden and gated driveway
Rear: Shared pedestrian entry access to partly paved yard/garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 2

Leasehold Vacant Two Bedroom Flat

*Guide Price: £50,000 - £57,000

5 Petersfield Court, Stratford Road, Hall Green, Birmingham, West Midlands B28 9BL

Property Description:

A well laid out two bedroom flat situated on the second floor of a purpose built development known as Petersfield Court and set back from Stratford Road behind well maintained communal lawned gardens.

The property benefits from gas fired central heating and UPVC Double glazed windows but requires modernisation and cosmetic improvement.

The property is located at the junction with Staplehurst Road and forms part of a popular residential area located approximately four miles distance to the south east of Birmingham City Centre.

Accommodation:

Ground Floor

Communal Rear Entrance Hall, Stairs and Landing

Second Floor

Reception Hall and Store Cupboard, Lounge, Breakfast Kitchen, Bedroom One (double), Bedroom Two (double), Bathroom with panelled bath, pedestal wash basin and wc

Outside:

Front: Communal lawned gardens

Rear: Yard/Residents parking area



Leasehold Information

Lease Term: 75 Years from 29th September 1976

Ground Rent and Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LEGAL PACKS

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

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

The Legal Pack is available at the Auctioneers offices 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 3

Freehold Vacant Two Bedroom House

*Guide Price: £65,000 - £70,000

752 Warwick Road, Tyseley, Birmingham, West Midlands B11 2HG

Property Description:

A traditional, two-storey, mid-terraced house of brick construction surmounted by a pitched slate-clad roof and set back from the road behind a walled foregarden.

The property offers well laid out accommodation and benefits from UPVC double-glazed windows to the front elevation along with a useful attic room, but requires modernisation and refurbishment throughout.

The property fronts Warwick Road (A41) and is situated directly between the junctions of Wharfedale Road and Tyseley Hill Road, conveniently within half a mile distance from Tyseley Railway Station, one mile to the west of Acocks Green Shopping Centre and one and half miles to the east of Sparkhill Shopping Centre.

Accommodation:

Ground Floor

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

First Floor

Stairs, Landing, Two Bedrooms, Bathroom with wc.

Attic

Stairs to a useful Attic Room which may provide scope for conversion to a bedroom (subject to building regulation approval)

Outside:

Front: Walled Foregarden
Rear: Yard with Stores and wc.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Attic Room



LOT 4

Freehold Vacant Possession

*Guide Price: £85,000 - £89,000

139 Slade Road, Erdington, Birmingham, West Midlands B23 7QU

Property Description:

A mid-terraced property surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Slade Road close to the junction with Hillaries Road

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor

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

Outside:

Front: Walled foregarden
Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 5
Freehold Vacant Three Bedroom Semi Detached House

*Guide Price: £100,000 PLUS

165 Coombes Lane, Longbridge, Birmingham, West Midlands B31 4QU
Property Description:

A traditional semi detached house of two storey brick construction surmounted by a hipped interlocking tile clad roof and benefiting from mostly UPVC double glazed windows, three bedrooms and set within generous gardens which provide off road parking and may provide future potential for extension of the existing dwelling (subject to planning).

The property forms part of an established residential area and is located to the southern section of Coombes Lane at the junction with Edenhurst Road adjacent to the junction with Groveley Lane and conveniently within one mile distance from the newly developed Longbridge Town Centre.

Accommodation:
Ground Floor

Entrance Hall, Living Room, Kitchen and Pantry

First Floor

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

Outside:

Front: Large lawned foregarden, side garden with driveway providing off road car parking
 Rear: Paved yard and integral wc


Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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LOT 6

Freehold Land

*Guide Price: £22,000 - £28,000

Land Adjacent to, 335 Baldwins Lane, Hall Green, Birmingham, West Midlands B28 0RQ

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of approximately 600 sq.mtrs (6458 sq.ft). The land is currently overgrown and situated adjacent to 335 Baldwins Lane close to the junction with Gracemere Crescent.

The land may be suitable for a variety of uses however all interested parties must satisfy themselves in full, as to any proposals they may have, with Birmingham City Council Planning Department

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 7

Freehold Investment

*Guide Price: £92,000 - £97,000

36 Onslow Road, Tyseley, Birmingham, West Midlands B11 3PA

Property Description:

A mid-terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Onslow Road is a cul-de-sac located off Tyseley Lane which in turn is found off Warwick Road (A410) The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £550 pcm (£6,600 per annum)

Accommodation:

Ground Floor

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

First Floor

Landing, Three Bedrooms

Outside:

Front Paved foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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**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 8
Leasehold Vacant Two Bedroom Flat (114 Years Unexpired)

*Guide Price: £45,000 - £49,000

Flat 60 Canterbury Tower, St. Marks Street, Birmingham, West Midlands B1 2UL
Property Description:

A well laid out two bedroom flat located on the 10th floor of a purpose built block. The property benefits from having been refurbished and includes electric storage heating, UPVC double glazed windows which in addition are also secondary glazed, new carpets throughout and generously proportioned rooms. St. Marks Street is located off King Edwards Road which in turn is found off Ladywood Middleway (A4540). The property is approximately half a miles distance from Birmingham City Centre.

Accommodation:
Ground Floor

Secure Communal Entrance with lift and stair access to 10th floor,

Tenth Floor

Secure Communal Landing, Reception Hall, Lounge with access to Balcony, Kitchen with a range of fitted units, Two Double Bedrooms, Bathroom with a panel bath, pedestal wash basin, and wc.

Outside:

Communal parking area

Leasehold Information

Term: 125 years from 22 August 2005

Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233


LOT 9
Leasehold Vacant Possession

*Guide Price: £46,000 - £52,000

103 Thunderbolt Way, Tipton, West Midlands DY4 9SG
Property Description:

A modern ground floor flat situated in a purpose built block of brick construction surmounted by a tiled roof and set back from the road behind communal gardens. The flat benefits from having UPVC double glazing, electric heating and modern kitchen and bathroom fittings. Thunderbolt Way is located off Hurst Lane which in turn is found off Sedgley Road West (A457)

Accommodation:
Ground Floor

Communal Entrance with secure door entry system, Communal Hallway

Flat

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

Outside:

Communal Gardens and allocated parking at the rear of the block

Leasehold Information

Term 150 years from 1 July 2005

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 10

Freehold Investment Property

*Guide Price: £43,000 - £48,000

3 The Hollow, Castle Donington, Derby, DE74 2PA

Property Description:

A ground floor flat, forming part of a two-storey block of similar flats of traditional brickwork construction with a pitched tiled roof and occupying an elevated landscaped site.

The property is located on the edge of Castle Donington Town Centre and usual shopping, education and public transport facilities are available within a reasonable distance.

Tenancy Information:

The property is let on a Statutorily Protected (Regulated) Tenancy at a registered rent of £78 per week (£4,056 per annum), with effect from 24th January 2016.

Accommodation:

Ground Floor

Enclosed Porch with Store, Inner Lobby, Kitchen/Living Room, Bathroom/Toilet, Bedroom and Utility (Possible Kitchen or Second Bedroom).

Outside:

Greenhouse/Lean-to Store.
Front and Rear Gardens.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233.



LOT 11

Freehold Residential Investment

*Guide Price: £45,000 - £50,000

123 Bright Street, Wolverhampton, West Midlands WV1 4AS

Property Description:

A traditional two-storey, middle of terrace house of solid brickwork construction with a pitched interlocking concrete tiled roof. The house is set behind a small foregarden and there is also a garden at the rear.

The property is located in an established residential area and close to Wolverhampton City Centre, where comprehensive shopping, education and public transport facilities are available.

Tenancy Information:

The property is let on a Statutorily Protected (Regulated) Tenancy at a registered rent of £70 per week (£3,640 per annum) with effect from 2nd September 2015.

Accommodation:

We are informed by the Joint Auctioneers that the house has the following accommodation.

Ground Floor

Living Room (Front), Dining Room (Rear), Kitchen, Lobby and Bathroom/Toilet.

First Floor

Landing and Three Bedrooms.

Outside:

Small Front Garden and Rear Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233.

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LOT 12

Long Leasehold Vacant Possession
 *Guide Price: £95,000 - £105,000 Plus VAT

Unit 10 The Orb, Tenby Street, Jewellery Quarter, Birmingham, West Midlands B1 3EL
Property Description:

A retail/office unit located within The Orb Development. The Orb Development houses a mixed scheme located on Albion Street in the heart of Birmingham's Jewellery Quarter. The unit provides an open plan space and benefits from full height glazing overlooking Tenby Street. The accommodation is well presented and benefits from Cat 11 lighting and electric panel heaters. The accommodation also benefits from having a secure parking space situated in The Orb garage.

Accommodation:
Ground Floor

Open plan office 72.7 sq.mtrs (782 sq.ft),
 Kitchenette and WC

Outside:

Secure parking space situated within the Orb garage.

Leasehold Information

Term 125 years from 17 December 2004

Ground Rent and Service Charge Please refer to legal pack

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

Viewings:- Via Cottons - 0121 247 2233



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LOT 13

Freehold Retail/Office Investment (Rental Income: £17,800 pa)
 *Guide Price: £150,000 - £170,000

179/181 Church Road, Yardley, Birmingham, West Midlands, B25 8UR



Property Description:

An attractive investment opportunity comprising a double fronted premises of two storey brick construction surmounted by a pitched slate clad roof and having been substantially extended to the rear. The property contains a ground floor retail shop with a well presented self contained office premises over and the offices benefit from UPVC double glazed windows, gas fired central heating and direct access of Church Road.

The property is set back from Church Road behind a tarmacadam forecourt and forms part of the busy Yardley Shopping Centre serving the surrounding predominantly residential catchment area.

Lease Information

179 Church Road

Ground Floor Retail Shop: Let to Sense; The National Deaf, Blind and Rubella Association who have been in occupation for several years on a current lease for a term of 12 years from 25th June 2005 at a rent of £13,000 per annum.

181 Church Road

First Floor Offices: Let to Debt Relief Solutions on a lease for a term of 5 years from 1st August 2013 at a rental of £4,800 per annum

Total Rental Income: £17,800 per annum

Accommodation:

179 Church Road

Ground Floor

Retail Shop: 63sq.mtrs (679sq.ft) with changing room, Kitchen: 6.31sq.mtrs (68sq.ft), Middle Store Room: 24.93sq.mtrs (268sq.ft), Rear Store Room: 10.59sq.mtrs (114sq.ft), Rear Entrance Hall, WC and store cupboard

181 Church Road

Ground Floor

Private Entrance directly off Church Road

First Floor

Stairs to Reception Office 16.06sq.mtrs (172sq.ft), Office One: 10.78sq.mtrs (116sq.ft), Office Two: 11.76sq.mtrs (126sq.ft), Office Three/Board Room: 15.94sq.mtrs (171sq.ft), Kitchen/Store Room, Lobby and Cloak Room with wash basin and wc

Outside:

Front: Tarmacadam forecourt

Rear: Yard, concrete store and garden

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 14
Freehold Investment (Three Bed House and Workshop Circa 2,090 sq.ft)

*Guide Price: £142,000 - £152,000

119 Sycamore Road, Smethwick, West Midlands, B66 4NS

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and having vehicular access adjacent leading to a garage/workshop. The house benefits from having UPVC double glazing and gas fired central heating. The workshop extends to approximately 194.2 sq.mtrs (2,090 sq.ft.). Sycamore Road is located off Waterloo Road, Grange Road and Dorset Road. The property is let as follows:

Tenancy Information

The Property is let on an assured shorthold tenancy agreement producing a rental of £600 per calendar month (£7,200 per annum)

The Garage/Workshop is let producing a rental of £500 per calendar month (£6,000 per annum)

Total Rental Income £1,100 per calendar month (£13,200 per annum)

Accommodation:
Ground Floor

Entrance Hallway, Through Lounge, Kitchen/Diner, Utility Area, Cloak Room with WC and wash basin

First Floor

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

Workshop/Garage

Having gated vehicular access,

Total Area 194.2 sq.mtrs (2080 sq.ft)

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

Viewings – Via Cottons – 0121 247 2233



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



LOT 15

Leasehold Vacant Possession

*Guide Price: £30,000 - £35,000

Flat 3, 78 Persehouse Street, Chuckery, Walsall, WS1 2AR

Property Description:

A one bedroom self-contained flat situated and accessed to the rear of 78 Persehouse Street. The flat benefits from having private access to the rear of the property, UPVC double glazing, electric heating and modern kitchen and Shower fittings. Persehouse Street is situated off Broadway North and is located within approximately one quarter of a mile distance from Walsall Town Centre. The property has previously been let producing a rental of £380 per calendar month (£4,560 per annum).

Accommodation:

Ground Floor

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

Outside:

Front Walled foregarden
Rear Garden

Leasehold Information

Term : 99 years from 25th March 2005
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 16

Freehold Shop and Residential Property with Vacant Possession

*Guide Price: £60,000 - £70,000

547 Bloxwich Road, Walsall, West Midlands WS3 2XD

Property Description:

A two-storey, end of terrace Freehold property, providing a ground floor lock-up shop with a self-contained flat above, located within a neighbourhood shopping parade in a predominantly residential area, approximately 1.5 miles north of Walsall Town Centre.

The property forms part of a parade of shops and is of two-storey brickwork construction, part-cement rendered with a pitched slate roof. Adjacent or nearby traders include a newsagents/off-licence, clothes bank store, two hot food takeaways, in the form of a pizza takeaway and Chinese takeaway and a DIY shop.

The property is located approximately one mile south of Bloxwich Centre, on the western side of Bloxwich Road (B4210), occupying a prominent corner site at the junction with Cope Street. The National Motorway Network is accessible at junction 10 of the M6, approximately two miles to the south east.

The ground floor provides retail premises with ancillary storage and kitchen facilities, whilst there is a self-contained one-bedroom flat above, with separate access at the rear of the building.



Accommodation:

Ground Floor: Shop

Retail Area: 16.9 sq m (182 sq ft)

Store: 8.2 sq m (88 sq ft)

Kitchen: 6.3 sq m (68 sq ft)

Total Net Internal Area: Ground Floor:
31.4 sq m (338 sq ft)

First Floor (Self-contained Flat)

Living Room, Kitchen, Bedroom and Bathroom/Toilet.



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 17

Freehold Vacant Possession

*Guide Price: £22,000 - £28,000

83 Brades Road, Oldbury, West Midlands B69 2EB

Property Description:

A single storey semi-detached retail unit of brick construction surmounted by a mono pitched roof and forming part of a mixed residential/ industrial area located directly between Wolverhampton Road (A4123) and Dudley Road (A457) and within approximately half a mile of Oldbury Town Centre.

Planning History

Planning Permission was granted by Sandwell Metropolitan Borough Council (Ref: DC/06/46789 and dated 20th October 2006) for change of use to a Hot Food Takeaway with opening hours between 5pm and 11pm on Monday to Saturday (inclusive).

Planning Permission was further granted (Ref: DC/09/51190 and dated 4th September 2009) to include additional opening hours of 7am to 2pm on Monday to Saturday (inclusive).

All interested parties are advised to satisfy themselves of the current planning status prior to bidding.



Accommodation

Ground Floor

Retail Shop with UPVC Shop Front and Door, Tiled Walls and Floor, Rear Lobby, leading Room with wc and wash basin Gross Internal Area: 21.8sq.mtrs(235sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 18

Freehold Residential Investment

*Guide Price: £55,000 - £60,000

136 Gorsebrook Road, Wolverhampton, West Midlands WV6 0PE

Property Description:

A traditional two/three-storey, semi-detached house of solid brickwork construction with a pitched inter-locking concrete tiled roof and gardens to the front and rear.

The house is located on the south side of Gorsebrook Road, close to its junction with Stafford Road (A449) within an established residential area, close to Wolverhampton Racecourse, Dunstall Park and approximately one mile north of Wolverhampton City Centre.

Tenancy Information:

The property is let on a Statutorily Protected (Regulated) Tenancy at a registered rent of £82 per week (£4,264 per annum) with effect from 2nd September 2015.

Accommodation:

We are informed by the Joint Auctioneers that the accommodation of the house is as follows.

Ground Floor

Hall, Living Room (Front), Dining Room (Rear) and Kitchen.

First Floor

Landing, Two Bedrooms and Bathroom/Toilet.

Second Floor

Attic Bedroom No. 3.

Outside:

Small Front Garden and Rear Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233.

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LOT 19

Freehold Vacant Public House with Redevelopment Potential (0.55 Acres)

*Guide Price: £150,000 - PLUS (+ VAT)

By Instruction of the Joint LPA Receivers

Rookery Tavern, 41 Wood Street, Lanesfield, Wolverhampton, West Midlands, WV4 6LH



Property Description:

A detached part two-storey Public House constructed circa. 1970 and occupying a large 'L' shaped plot, extending to a site area of approximately 0.55 acres which includes a large customer car park and garden area.

Wood Street is a cul-de-sac containing a range of modern detached and semi-detached dwellings and leads directly off Spring Road which in turn leads off Birmingham New Road (A4123) conveniently within less than 3 miles to the south east of Wolverhampton City Centre.

Planning:

We understand the property has an established Public House use with ancillary residential accommodation. The property may be suitable for a range of alternative uses including residential redevelopment, and all interested parties should

discuss their proposals with the Local Planning Department at Wolverhampton City Council prior to bidding.

Accommodation

Ground Floor

Main Entrance Lobby, Front Bar Area, Games Room, Kitchen, Toilet Facilities, Function Room and Ancillary Store Room, Boiler Room and additional Toilets.

Basement Storage/Beer Cellar.

First Floor

Living Accommodation including Three Bedrooms.

Total Floor Area: 546.37 sq m (5,881 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 20

Freehold Investment (Retail Unit and Four Flats)

*Guide Price: £330,000 - £360,000

1234-1238 Coventry Road, Yardley, Birmingham, B25 8BZ



Property Description:

A substantial two storey detached property of brick construction surmounted by a tiled roof and occupying a corner position with the junction of Flora Road. The property comprises of a full width ground floor retail unit with four separate self contained flats accessed via the rear of the property. All of the flats are separately metered with three out of the four having UPVC double glazing and electric heating. The property is fully let producing a rental of £27,600 per annum and a Schedule of Tenancies are detailed below

Schedule of Tenancies

Ground Floor Retail Unit

Let producing a rental of £9,600 per annum

Flat 1234

Let on a Regulated Tenancy producing a rental of £280 pcm (£3,360 per annum)

Flat 1236a

Let on a Assured Shorthold Tenancy Agreement producing a rental of £400 pcm (£4,800 per annum)

Flat 1236b

Let on a Assured Shorthold Tenancy Agreement producing a rental of £400 pcm (£4,800 per annum)

Flat 1238

Let on a Assured Shorthold Tenancy Agreement producing a rental of £420 pcm (£5,040 per annum)

Total Rental Income - £27,600 per annum

Accommodation

Ground Floor Retail Unit

Open plan Retail Unit 114.93 mtr.sq (1,237 sq.ft), WC,

Flat rear of 1234

Ground Floor

Kitchen, Lounge, Stairs to

First Floor

Three Bedrooms and Bathroom

Outside:

Rear Private Lawned garden

Flat 1236 a - Ground Floor

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

Flat 1236 b - First Floor

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

Flat 1238- First Floor

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

Rear Enclosed yard

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

Viewings – Via Cottons – 0121 247 2233



LOT 21
Freehold Vacant End Terraced House with Three Bedrooms

*Guide Price: £110,000 - £125,000

261 London Road, Coventry, West Midlands, CV3 4AR

Property Description:

A traditional built end of terraced cottage of two-storey brick construction surmounted by replacement tiled clad roof, set back behind a walled foregarden and providing well laid out accommodation benefitting from gas-fired central heating, mostly UPVC double glazed windows and three bedrooms.

The property is situated fronting London Road in a small parade of similar dwellings situated adjacent to an Asda Superstore and conveniently within approximately one and a half miles to the south of Coventry City Centre and two miles to the north of Coventry Airport.

Accommodation:
Ground Floor

Reception Hall, Lounge, Dining Room, Pantry/Store, Kitchen with range of units, Verandah/Lobby with separate wc and Store.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Large Single), Bathroom with modern suite comprising panel bath, vanity wash basin and wc.

Outside:

Front:Walled Foregarden

Rear:Pedestrian side access to enclosed rear yard/garden and brick store.

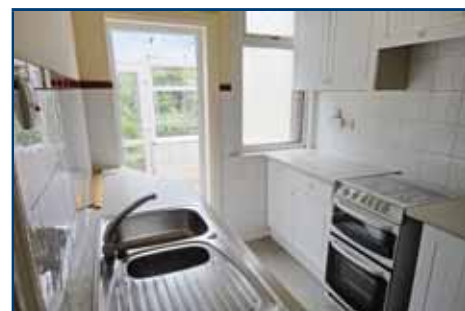
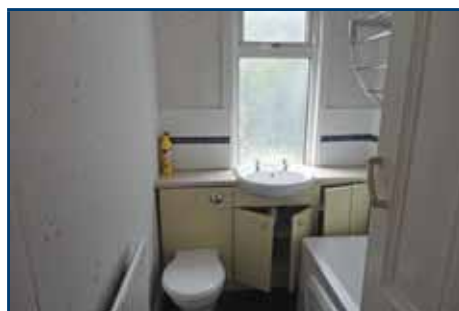
Note: The garden area to the left hand side of the property is excluded from the sale.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 22

Freehold Vacant Three Bedroom House

*Guide Price: £140,000 - £150,000

30 Handsworth Crescent, Eastern Green, Coventry, West Midlands, CV5 7GE



Property Description:

An end terraced house of two-storey brick construction, surmounted by pitched inter-locking tile clad roof, occupying a sizeable plot set back from the road behind a driveway and foregarden and requiring modernisation and improvement.

Handsworth Crescent forms part of a popular residential estate in the well-regarded residential area of Eastern Green, located on the western edge of Coventry, within approximately three miles distance from the City Centre and less than one mile from open countryside and the boundary with Solihull Borough.

Accommodation:

Ground Floor

Porch, Reception Hall, Lounge opening to Dining Room, Kitchen.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Single), Bedroom Three (Double), Bathroom with panel bath, pedestal wash basin, separate wc.

Outside:

Front: Foregarden and Driveway providing off-road car parking. Gated side driveway to car port.
Rear: Free-standing garage (with restricted access), yard and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 23

Leasehold Vacant Two Bedroom Flat

*Guide Price: £32,000 - £36,000

Flat 48 Courtney, St. Cecilia Close, Kidderminster, Worcestershire DY10 1LN

Property Description:

A well laid out two bedroom flat located on the 8th floor of a purpose built block situated in an established residential area. The property benefits from electric storage heating, UPVC double glazed windows, generously proportioned rooms, security door entry system, lift access and allocated car parking space. The flat development is located on St. Cecilia Close which comprises of a cul-de-sac leading directly off Hoo Road which in turn leads off Chester Road (A449) and is conveniently located approximately one mile distance from Kidderminster Town Centre which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Secure Communal Entrance with lift and stair access to 8th floor,

Eighth Floor

Secure Communal Landing, Reception Hall, Two Built-in Store Cupboards, Lounge/Dining Room, Kitchen with a range of fitted units, Two Double Bedrooms, Bathroom with a panel bath, pedestal wash basin, Separate Toilet with wc and wash basin.

Outside:

Communal gardens and allocated parking space

Leasehold Information

Lease Term: From 1st November 1991
 expiring on 1st July 2115
 Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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LOT 24

Long Leasehold Vacant Ground Floor Retail Unit (501sq.mtrs/5,401sq.ft) *Guide Price: £225,000 PLUS

**On The Instructions of The Administrators of Mar City Developments Limited
Unit 1, Quartz, Great Hampton Street, Birmingham, West Midlands, B18 6BB**



Property Description:

A substantial ground floor retail unit/showroom forming part of a modern seven storey residential and retail development known as the Quartz, prominently located fronting Great Hampton Street with full length return frontage to the access way serving the development and benefitting from two basement car parking spaces.

The property is currently in shell condition ready for fitting out and may have potential for subdivision into smaller retail units or change of use to offices or similar, subject to obtaining any necessary planning or freeholder's consents.

The property is located opposite the junction with Harford Street on the edge of the Jewellery Quarter and in an area undergoing significant regeneration and redevelopment which includes a number of modern apartment schemes, retail and leisure uses. Great Hampton Street (B4100) provides direct access to Birmingham City Centre lying within approximately half a mile distance to the south east.

Planning

The property was developed as part of a scheme on a site known as the Former Lucas Buildings, following the granting of planning consent on 10th March 2003 for residential development with ground floor retail (Use Class A1) and food and drink (Use Class A3). The property may be suitable for a variety of uses and all interested parties should contact the planning department at Birmingham City Council to discuss any proposals prior to bidding.

Ground Floor

Predominantly Rectangular Retail Unit in shell condition with predominantly glazed frontage/return frontage, extending to a gross internal area of 501sq.mtrs (5,401sq.ft)

Car Parking

The sale includes two car parking spaces known as Parking Space A & B located within a basement car parking area below the development.

Leasehold Information

Unit 1 The Quartz and Car Parking Space A & B are all held on separate Land Registry Titles on Lease Terms for 125 Years from 1 January 2005
Ground Rent & Services Charge: Refer to Legal Pack

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

NOTE: THE PROPERTY IS BEING OFFERED FOR SALE ON THE INSTRUCTIONS OF THE ADMINISTRATORS OF MAR CITY DEVELOPMENTS LTD BEING SARAH RAYMENT AND SHAY BANNON OF BDO LLP WHO ACT AS AGENTS AND WITHOUT PERSONAL LIABILITY



LOT 25

Freehold Land

*Guide Price: £5,000 - £10,000

Land at Planet Road, Brierley Hill, West Midlands DY5 1HJ

Property Description:

Two parcels of freehold land roughly rectangular in shape and extending to a combined area of approximately 0.45 acres (1801 sq.m). The land is currently overgrown and situated adjacent to Planet Road.

The land may be suitable for a variety of uses however all interested parties must satisfy themselves in full, as to any proposals they may have, with Dudley Metropolitan Borough Council Planning Department

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 26

Freehold Vacant Two Bedroom Bungalow

*Guide Price: £90,000 - £100,000

19 Nigel Road, Dudley, West Midlands DY1 2SJ

Property Description:

A modern semi detached bungalow of brick/block construction surmounted by a pitched interlocking tile clad roof, set back behind a lawned foregarden and benefiting from UPVC double glazed windows/external doors, gas fired central heating, two bedrooms and garage but requires modernisation and cosmetic improvement throughout.

The property is situated in a popular residential road containing a range of similar dwellings and Nigel Road leads off Dibdale Street which is situated between Dibdale Road and Himley Road (B4176), conveniently within one mile to the West of Dudley Town Centre.

Accommodation:

Ground Floor

Reception Hall, Kitchen with a range of units and pantry cupboard, Lounge, Two Bedrooms, Wet Room with shower, wash basin and wc

Outside:

Front: Lawned foregarden, shared tarmac driveway to rear

Rear: Brick built garage and gated access to patio/yard area and raised lawned garden

Viewings: Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 27

Freehold Vacant Detached Bungalow with Redevelopment Potential

*Guide Price: £240,000 - £260,000

187 Rectory Road, Sutton Coldfield, West Midlands, B75 7RU



Property Description:

A detached bungalow constructed in 1953 of brick surmounted by a pitched interlocking clad roof and occupying a sizeable L-shaped plot extending to approximately 0.24 acres (968.25sq.mtrs) and prominently situated at the junction of Rectory Road and West View Road.

The property requires modernisation and refurbishment throughout and the plot may offer scope for extension of the existing dwelling or redevelopment of the land immediately to the junction of Rectory Road and West View Road and all interested parties should consult the local planning department at Birmingham City Council to discuss their proposals prior to bidding.

The property benefits from gas fired central heating, three bedrooms, separate garage and extensive

gardens and forms part of a popular and well regarded residential area.

Accommodation

Ground Floor

Covered Entrance, Reception Hall, Lounge, Breakfast Kitchen, Dining Room, Bedroom One (double), Bedroom Two (double), Bedroom Three (large single), Bathroom with panelled bath, pedestal

wash basin, Separate WC

Outside:

Front: Very Large foregarden with driveway providing off road parking and access to garage
Rear: Side pedestrian access to rear garden, brick stores and wc

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 28

Leasehold Vacant Possession

*Guide Price: £25,000 - £29,000

42 Carnegie Avenue, Tipton, West Midlands DY4 8SX

Property Description:

A purpose built ground floor apartment forming part of a modern two storey block set back behind a communal car parking area. The property benefits from electric heating. Carnegie Avenue comprises of a cul-de-sac which leads off Park Lane East. The property is vacant however until recently had been let on an Assured Shorthold Tenancy at a rental of £375 per Calendar Month (£4,500 per annum)

Accommodation:

Ground Floor

Communal Entrance Hall, Stairs, Bed/Living Room, Kitchen, Wash Room with vanity wash basin, Bathroom with panelled bath having electric shower over and WC

Outside:

Communal gardens and car parking area

Leasehold Information

Lease Term: 120 Years from 24 June 1982
 Ground Rent & Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 29

Leasehold Vacant Possession

*Guide Price: £25,000 - £29,000

50 Carnegie Avenue, Tipton, West Midlands DY4 8SX

Property Description:

A purpose built first floor apartment forming part of a modern two storey block set back behind a communal car parking area. The property benefits from electric heating. Carnegie Avenue comprises of a cul-de-sac which leads off Park Lane East. The property is vacant however until recently had been let on an Assured Shorthold Tenancy at a rental of £375 per Calendar Month (£4,500 per annum)

Accommodation:

Ground Floor

Communal Entrance Hall, Stairs,

First Floor

Bed/Living Room, Kitchen, Wash Room with vanity wash basin, Bathroom with panelled bath having electric shower over and WC

Outside:

Communal gardens and car parking area

Leasehold Information

Lease Term: 120 Years from 24 June 1982
 Ground Rent & Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233

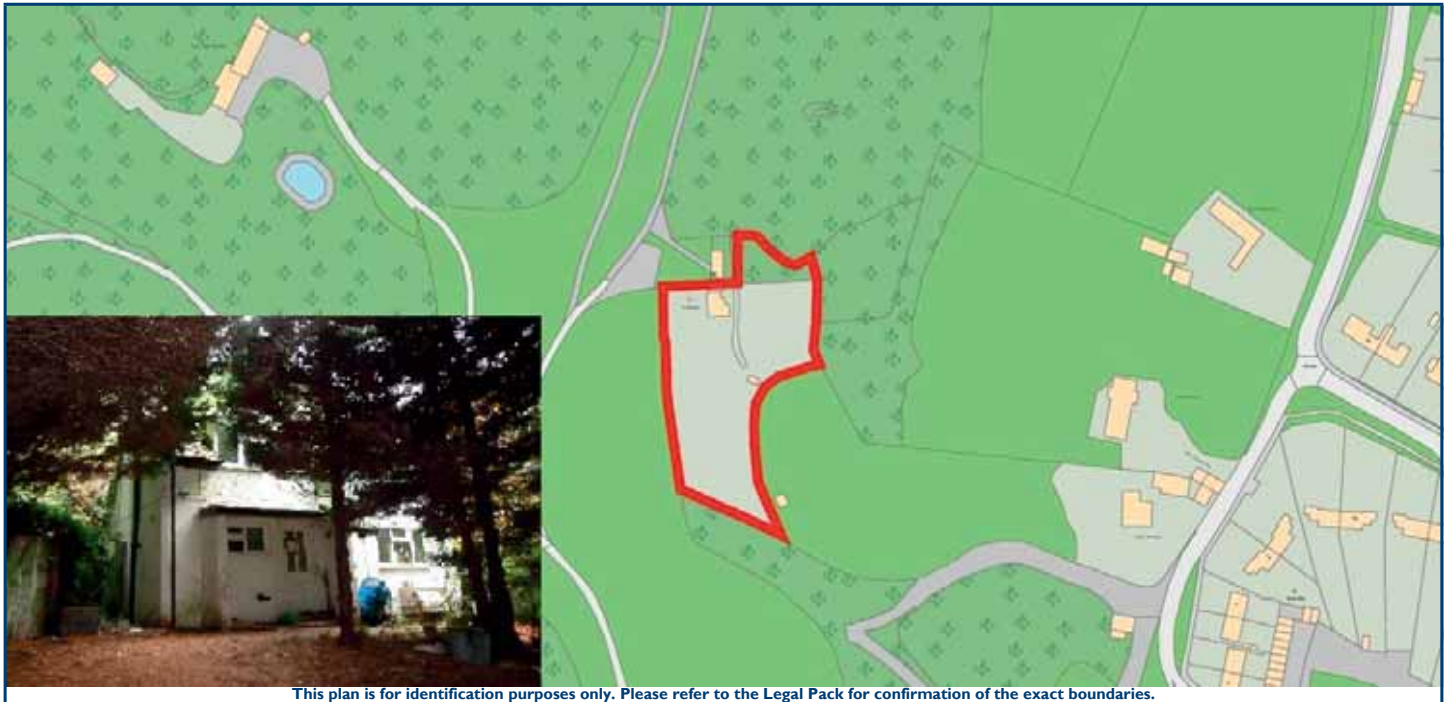


LOT 30

Freehold Vacant Possession (Detached House with 0.75 Acres of Land)

*Guide Price: £125,000 - £150,000

Ivy Cottage, Habberley Valley, Kidderminster, Worcestershire, DY11 5RH



Property Description:

A three bedroom detached cottage of brick construction situated in a large plot of land extending to an area of approximately 0.75 acres. The property is accessed and located in Habberley Valley Nature Reserve and set in a secluded location.

The property is of brick construction surmounted by a tiled roof set back behind tree lined borders and having a tarmac driveway allowing for secure parking and access to a dilapidated garage. The property is in a poor condition overall and will require modernisation and improvement throughout. The property does benefit from having UPVC double glazed windows and electric heating.

Directions For Access

From Kidderminster follow the A442 Franche Rd for approximately 1 mile then turn Left onto Habberley Lane B4190. Follow the B4190 straight over the island onto Habberley Road. Barchester High Habberley House will be the first turning on the right, carry on straight and take the next right turn it is sign posted Habberley Valley (see photo Below). Bewdley Pines golf course will be on the left. Continue straight on, you will pass an opening for a car park on the right, continue straight on and follow the road into the nature reserve, follow the road until it opens up and turns to the right from there you should see the gate to the front of the house.

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

Viewings – Via Cottons – 0121 247 2233

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen, Shower Room having shower cubicle, wash basin, WC and sink unit, Stairs to

First Floor

Three Bedrooms

Outside:

Tarmac driveway giving access to a dilapidated garage and approximately 0.75 acres of woodland



LOT 31
Freehold Land with Potential

*Guide Price: £100,000 - PLUS

**On The Instructions of The Administrators of Mar City Developments Limited
 Land at Tenbury Road, Clows Top, Kidderminster, Worcestershire DY14 9PA**
Property Description:

A parcel of freehold land irregular in shape and extending to an area of approximately 0.86acres (0.35 hectares) and prominently situated at the junction of Tenbury Road (A456) and The Terrace (B4202).

The site comprises of a tarmacadam car park to the northern section sloping to overgrown scrub to the southern section and is situated in the centre of the Village of Clows Top adjacent to the local Village Hall known as Victory Hall.

Clows Top comprises of a popular Village containing local amenities including a shop and butchers and is located approximately 10 miles to the south west of Kidderminster and 17 miles to the east of Ludlow.

Planning

The site may be suitable for a variety of uses and all interested parties should contact the local planning department at Wyre Forest District Council prior to bidding.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

THE PROPERTY IS BEING OFFERED FOR SALE ON THE INSTRUCTIONS OF THE ADMINISTRATORS OF MAR CITY DEVELOPMENTS BEING SARAH RAYMENT AND SHAY BANNON OF BDO LLP WHO ACT AS AGENTS AND WITHOUT PERSONAL LIABILITY.



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


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LOT 32

Freehold Vacant Semi Detached House

*Guide Price: £90,000 - £98,000

On The Instruction of the Liquidators for Elbon Wellbeing Limited

289 Leach Green Lane, Rednal, Birmingham, B45 8EB

Property Description:

A freehold semi detached house of traditional two storey brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating.

The property forms part of an established residential area and Leach Green Lane leads directly off Lickey Road (B4120) which in turn leads off Bristol Road South (A38).

The property is conveniently located within less than a mile from Cofton Park, Lickey Hills and Great Park Leisure Complex all providing valuable amenity and in addition is located within two miles distance to the north east of the M5 Motorway (Junction 4) and six miles to the south of Birmingham City Centre.

Accommodation:

Ground Floor

Enclosed Porch, Entrance Hall, Through Lounge/Dining Room, Kitchen

First Floor

Stairs and Landing, Two Bedrooms, Bathroom with bath, separate shower, wash basin, wc

Outside:

Front: Garden
Rear: Lawned garden and separate garage accessed by a shared rear driveway

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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ONE OF OUR PLANNERS WILL BE AVAILABLE TO GIVE
ADVICE AT THE AUCTION BETWEEN 11.30am and 1.30pm

LOT 33
Freehold Investment

*Guide Price: £84,000 - £88,000

25 Cossington Road, Erdington, Birmingham, West Midlands B23 5EL
Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Cossington Road is located off both Gretton Road and Flackwell Road which are both found off Chipstead Road. The property is currently let producing a rental of £500 pcm (£6,000 per annum)

Accommodation:
Ground Floor

Entrance Hallway, Lounge, Kitchen, Stairs to

First Floor

Having Two Bedrooms and Bathroom with panelled bath, 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 34
Freehold Vacant Three Bedroom Semi-Detached House

*Guide Price: £130,000 - £140,000

10 Henlow Road, Kings Heath, Birmingham, West Midlands B14 5DT
Property Description:

A traditional semi-detached house of two-storey brick construction, surmounted by a hipped tile clad roof, benefitting from a side extension providing garage and utility accommodation, off-road car parking, UPVC double glazed windows, gas-fired central heating and three bedrooms. In addition, the adjacent side driveway is included in the sale (subject to right's of way over).

The property provides well laid out accommodation and may provide scope for a side extension over the existing garage (subject to planning consent).

The property forms part of a popular residential area and Henlow Road is located directly off Maypole Lane which, in turn, leads off Alcester Road South (A435) and the property is conveniently within approximately 250 metres from modern retail facilities at The Maypole, including Sainsburys and Aldi Supermarkets. Birmingham City Centre lies approximately 6 miles to the north and the M42 Motorway (Junction 3) is within 4 miles to the south.

Accommodation:
Ground Floor

Porch, Reception Hall, Lounge, Dining Room, Kitchen, Utility Room and Side Garage.

First Floor

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

Outside:

Front: Foregarden and block paved driveway, providing off-road car parking.

Rear: Pedestrian side access to yard with dilapidated store and wc and lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 35

Freehold Vacant Possession
*Guide Price: £110,000 - £116,000

56 Leominster Road, Birmingham, West Midlands B11 3BJ

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road a lawned foregarden and shared driveway giving access to rear garage providing secure off road parking. The property benefits from having double glazed windows and gas fired central heating. Leominster Road is located off both Formans Road and Shaftmoor Lane the latter being found off Stratford Road (A34)

Accommodation:

Ground Floor

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

First Floor:

Landing, Three Bedrooms

Outside:

Front Lawned foregarden and shared driveway giving access to garage

Garden Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 36

Leasehold Vacant Possession
*Guide Price: £72,000 - £78,000

59 Green Park Road, Northfield, Birmingham, West Midlands B31 5AX

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Green Park Road is located off West Park Avenue which in turn can be found off Bristol Road South (A38)

Accommodation:

Ground Floor

Entrance Hallway, Through Lounge, Kitchen/Diner and converted Garage (Utility/Store Room), Stairs to

First Floor

Landing, Three Bedrooms, Bathroom/Wet Room with shower area, panelled bath, wash basin and WC

Outside:

Front Walled foregarden

Rear Lawned overgrown garden

Leasehold Information

Term 99 years (less 6 days) from 24th June 1935

Rent £10

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

Viewings – Via Cottons – 0121 247 2233



LOT 37
Freehold Vacant Four Bedroom House with Structural Damage

*Guide Price: £35,000 - £45,000

For sale in conjunction with the Building Insurers
56 Marlpool Drive, Redditch, Worcestershire, B97 4RX

Property Description:

A four bedroomed modern detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned garden and tarmac covered driveway allowing for off road parking and access to garage. The property has structural damage and is being sold as a consequence of an insurance claim. The property benefits from having UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and conservatory. Marlpool Drive is located off Vicarage Crescent which in turn is found off Bromsgrove Road and the property is within approximately a miles distance from The Kingfisher Shopping Centre.

Accommodation:
Ground Floor

Entrance Hallway, Lounge, Dining Area, Kitchen, Conservatory and Garage, Stairs to

First Floor

Having Four Bedrooms, The Master Bedroom having en-suite shower room with shower cubicle, wash basin and WC, Family Bathroom with panelled bath with electric shower over, wash basin and WC

Outside:

Front Lawned garden and tarmac covered driveway allowing for off road parking and access to garage

Rear Garden and decking area

Legal Documents:

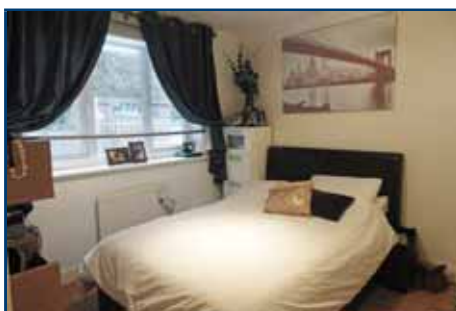
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Notes :

1. There is a copy of the Insurers Structural Engineers Report included within the legal pack and all interested parties will be responsible for making there own enquirers.
2. Inspection of this property is strictly in accordance with the viewings contained in the auction viewing shedule.
3. No Offers will be accepted prior to Auction



Merry Christmas
&
Happy New Year



We look forward to seeing you in 2017 on the following dates

Tuesday 28th February

Thursday 6th April



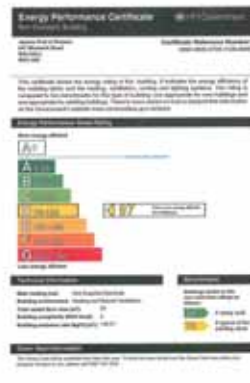

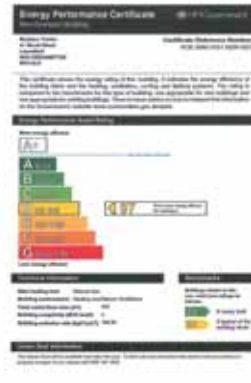

Thursday 25th May

Thursday 13th July

Thursday 7th September

Thursday 19th October

Thursday 7th December

				
Lot 12	Lot 13	Lot 16	Lot 17	Lot 19
<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 11.11.2016</p> <p>This will be added to the Legal Pack and available on our website.</p>				
Lot 20	Lot 24			

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MAILING LIST

We are currently updating our mailing list so,
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TUESDAY 28th FEBRUARY 2017

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

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

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

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