

7th DECEMBER 2017

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 7th DECEMBER 2017

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 £850 (inclusive of 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 £250 (inclusive of 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 68 LOTS

Order of Sale

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Freehold Ground Rents, Land and Development Opportunities. By instruction of a variety of Vendors including, Administrators, LPA Receivers, Solicitors, Joint Property Agents, Companies, Private Clients and including 9 surplus properties by kind Instruction of Black Country Housing Group.



| | | | | | |
|----|--|----------------------------------|----|---|-----------------------------|
| 1 | 234 SCHOOL ROAD, HALL GREEN, B28 8PF | Freehold Vacant Residential | 55 | 132 HAMSTEAD HALL RD, HANDSWORTH WOOD, B20 1JB | Freehold Vacant Residential |
| 2 | 78 BIRMINGHAM ROAD, GREAT BARR, B43 6NT | Freehold Residential Investment | 56 | 95 SOUTHWELL ROAD WEST, MANSFIELD,, NG18 4EX | Freehold Vacant Commercial |
| 3 | 13 MARY ROAD, TIVIDALE, OLDBURY, B69 1RR | Freehold Vacant Residential | 57 | THE CHRISTADELPHIAN HALL, DUDLEY, DY2 9BP | Freehold Vacant Church |
| 4 | 29 BEECHES ROAD, ROWLEY REGIS, B65 0AT | Freehold Vacant Residential | 58 | YEW TREE COTTAGE, PRINCES RISBOROUGH, HP27 0NY | Freehold Vacant Residential |
| 5 | 355 STOCKFIELD ROAD, YARDLEY, B25 8JP | Freehold Vacant Residential | 59 | FORMER POLICE STN, TREMELAY DR, COVENTRY, CV4 9YA | Freehold Vacant Commercial |
| 6 | FLAT 3, WARLEY COURT, MOAT ROAD, OLDBURY, B68 8EL | Leasehold Vacant Residential | 60 | 4 DALE END COURT, TELFORD, SHROPSHIRE TF8 7DG | Freehold Vacant Residential |
| 7 | 43 HAMPTON ROAD, ERDINGTON, B23 7JJ | Freehold Vacant Residential | 61 | 82 NIMMINGS ROAD, HALESOWEN, B62 9JG | Freehold Vacant Residential |
| 8 | 115 MONTAGUE ROAD, SMETHWICK, B66 4PW | Freehold Vacant Residential | 62 | 109 NIMMINGS ROAD, HALESOWEN, B62 9JH | Freehold Vacant Residential |
| 9 | 90 CEMETERY ROAD, LYE, STOURBRIDGE, DY9 8AB | Freehold Vacant Residential | 63 | 21 CRAWFORD AVENUE, WOLVERHAMPTON, WV4 6PL | Freehold Vacant Residential |
| 10 | 87 CEMETERY ROAD, LYE, STOURBRIDGE, DY9 8AD | Freehold Vacant Residential | 64 | 178 SOUTHGATE ROAD, GREAT BARR, B44 9AJ | Freehold Vacant Residential |
| 11 | 126 BIRCHFIELD LANE, OLDBURY, B69 2AY | Freehold Vacant Residential | 65 | 29 ALBERT STREET, LYE,, STOURBRIDGE, DY9 8AG | Freehold Vacant Residential |
| 12 | 55 ROWOOD DRIVE, SOLIHULL, B92 9NG | Leasehold Vacant Residential | 66 | 47 ALBERT STREET, LYE,, STOURBRIDGE, DY9 8AQ | Freehold Vacant Residential |
| 13 | 20 FARCROFT GROVE, HANDSWORTH, B21 8PU | Freehold Vacant Residential | 67 | 35 SHAFTESBURY STREET, WEST BROMWICH, B71 1LP | Freehold Vacant Residential |
| 14 | LAND DUNSTALL LANE, TAMWORTH, B78 3AX | Freehold Vacant Land | 68 | 12 CATHEL DRIVE, GREAT BARR B42 1HH | Freehold Vacant Residential |
| 15 | 232 GOODMAN STREET, BURTON-ON-TRENT, DE14 2RG | Freehold Vacant Residential | | | |
| 16 | 57 BARLOW ROAD, WEDNESBURY, WS10 9QB | Freehold Vacant Residential | | | |
| 17 | LAND ADJ. 8 OAKLANDS WAY, WALSALL, WS3 4BG | Freehold Building Plot | | | |
| 18 | 189 ST. GEORGES ROAD, REDDITCH, B98 8EE | Freehold Residential Investment | | | |
| 19 | 1 MILL STREET, BRIERLEY HILL, DY5 2RG | Freehold Vacant Commercial | | | |
| 20 | THE COACH HOUSE, CASTLE BROMWICH, B36 9DE | Freehold Vacant Commercial | | | |
| 21 | 11 HAZELBEECH ROAD, WEST BROMWICH, B70 8QF | Freehold Vacant Residential | | | |
| 22 | 70 HIGHBURY AVENUE, ROWLEY REGIS,, B65 9PP | Freehold Vacant Residential | | | |
| 23 | 80 CANNOCK ROAD, HEATH HAYES, WS12 3HG | Freehold Vacant Residential | | | |
| 24 | THE PARADE PUBLIC HOUSE, NUNEATON, CV11 5TJ | Freehold Vacant Public House | | | |
| 25 | 50 CRANMORE BOULEVARD, SOLIHULL, B90 4RU | Freehold Vacant Residential | | | |
| 26 | 35 BLEWS STREET, BIRMINGHAM, B6 4HN | Freehold Comm/Res Investment | | | |
| 27 | 37 LUCE ROAD, WOLVERHAMPTON, WV10 9NF | Freehold Vacant Residential | | | |
| 28 | LAND REAR OF 65 - 97 IVY HOUSE ROAD, ROWLEY REGIS, | Freehold Land | | | |
| 29 | 1 KING STREET, LYE,, STOURBRIDGE,, DY9 8UT | Freehold Vacant Residential | | | |
| 30 | 19 KING STREET, LYE,, STOURBRIDGE, DY9 8UT | Freehold Vacant Residential | | | |
| 31 | 27 TENTH STREET, PETERLEE, COUNTY DURHAM SR8 4NE | Freehold Vacant Residential | | | |
| 32 | 67 BELTON AVENUE, WOLVERHAMPTON, WV11 1AN | Freehold Vacant Residential | | | |
| 33 | 2174 COVENTRY ROAD, SHELDON,, BIRMINGHAM, B26 3JE | Freehold Commercial/Flat | | | |
| 34 | 179 WOLVERHAMPTON STREET, DUDLEY, DY1 3AD | Freehold Vacant Restaurant | | | |
| 35 | 3 HARPER ST, OFFICES AND LAND, WILLENHALL WV13 1SD | Freehold Land with Potential | | | |
| 36 | LAND AND BLS, TEMPLE BAR, WILLENHALL WV13 1SD | Freehold Vacant Industrial | | | |
| 37 | LAND, THOMPSON CLOSE, WILLENHALL, WV13 1SY | Freehold Land | | | |
| 38 | LAND R/O THOMPSON STREET, WILLENHALL, WV13 1SY | Freehold Land | | | |
| 39 | FLAT 4, 78 PERSEHOUSE STREET, WALSALL, WS1 2AR | Leasehold Residential Investment | | | |
| 40 | FLAT 1, 78 PERSEHOUSE STREET, WALSALL, WS1 2AR | Leasehold Residential Investment | | | |
| 41 | FGR 19 SPRINGS AVENUE, BROMSGROVE, B61 0NU | Freehold Ground Rent | | | |
| 42 | FGR 21 SPRINGS AVENUE, BROMSGROVE,, B61 0NU | Freehold Ground Rent | | | |
| 43 | 48 JUBILEE ROAD, DAVENTRY, NN11 9HB | Freehold Vacant Residential | | | |
| 44 | 344 - 346 GILLOTT ROAD, EDGBASTON, B16 0RS | Freehold Residential Investment | | | |
| 45 | 51 HARROWBY PLACE, WILLENHALL, WV13 2RA | Freehold Vacant Residential | | | |
| 46 | 22 FRANCES ROAD, ERDINGTON,, B23 7LE | Freehold Vacant Residential | | | |
| 47 | 86 NASH SQUARE, PERRY BARR, BIRMINGHAM, B42 2EX | Freehold Vacant Residential | | | |
| 48 | 18 HAY ROAD, HAY MILLS, BIRMINGHAM, B25 8HY | Freehold Residential Investment | | | |
| 49 | 22 HAY ROAD, HAY MILLS, BIRMINGHAM, B25 8HY | Freehold Residential Investment | | | |
| 50 | 107 LYNCROFT ROAD, TYSELEY, BIRMINGHAM, B11 3EJ | Freehold Vacant Residential | | | |
| 51 | 2A HIGH STREET, LYE, STOURBRIDGE, DY9 8JT | Leasehold Vacant Residential | | | |
| 52 | 3B HIGH STREET, LYE, STOURBRIDGE,, DY9 8JT | Leasehold Vacant Residential | | | |
| 53 | 504 STAFFORD ROAD, WOLVERHAMPTON, WV10 6AN | Freehold Comm/Flat Investment | | | |
| 54 | 3 JACKSON CLOSE, OLDBURY, B68 8QA | Freehold Vacant Residential | | | |

Auctioneers

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

Valuers: Ian M. Axon, Sam Moxon ANAVA, 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, Mark Cullen, Rachael Sheldon, Jason Coombes B.A, Andrew Smith, Nick Burton, Richard Gaines, Kevin Hogan, Trish Doyle.

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

ID REQUIREMENTS

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

DEPOSIT/PAYMENT METHODS

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

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

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

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

IMPORTANT NOTICE RELATING TO FEES / COSTS / CHARGES PAYABLE BY THE BUYER IN ADDITION TO THE PURCHASE PRICE

AUCTION ADMINISTRATION FEE

All buyers will be required to pay an Auction Administration Fee of £850 (Inclusive of VAT) payable on each Lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, in which case the fee will be £250 (Inclusive of VAT).

ADDITIONAL FEES / COSTS / CHARGES

Additional Fees / Costs / Charges **MAY** be payable by the buyer in addition to the purchase price. These **MAY** include sellers search costs/disbursements, reimbursement of sellers solicitors & auctioneers costs, outstanding service charge, ground rent payments, rent arrears / apportionment of rent, Value Added Tax (VAT), Stamp Duty, etc. and all prospective purchasers are advised to inspect the Legal Documents including the Sale Contract / Special Conditions and seek their own independent legal advice as to the full cost of purchasing a specific property.

It is assumed all bidders have inspected the Legal Packs available on our website and in the Auction Room prior to bidding and are fully aware of all terms and conditions including any Fees / Costs / Charges 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.

LOT 1
Freehold Vacant Semi-Detached House with Three Bedrooms

*Guide Price: £100,000 - PLUS (+Fees)

234 School Road, Hall Green, Birmingham, West Midlands B28 8PF
Property Description:

A traditionally constructed semi-detached house of two storey brick surmounted by a hipped tile clad roof set back from the road behind a foregarden and driveway, benefitting from three bedrooms and off road parking but requiring complete refurbishment and modernisation.

The property is situated in the popular residential suburb of Hall Green, located to the south eastern section of School Road, close to its junction with Lakey Lane and conveniently within one mile from local services and amenities on Stratford Road (A34) and Acocks Green shopping centre.

Accommodation:
Ground Floor

Vestibule Porch, Reception Hall, Front Reception Room, Rear Reception Room and Kitchen.

First Floor

Landing, Three Bedrooms, Bathroom and separate wc.

Outside:

Front: Lawned front garden with drop kerb to gated driveway providing off road parking and timber side garage/store (Not: The garage/store is too narrow for a modern car but, subject to the necessary planning consent, may provide potential for conversion into additional accommodation.

Rear: Good sized lawned garden with shed.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233.



NRT
 PROPERTY CONSULTANTS

LOT 2
Freehold Residential Investment

*Guide Price: £80,000 - £86,000 (+Fees)

78 Birmingham Road, Great Barr, Birmingham, West Midlands B43 6NT
Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from well laid out accommodation, UPVC double glazed windows and gas fired central heating the property further benefits from having the potential for off road parking via the rear accessed via a right of way and service road. The property is located close to Junction 7 of the M6 Motorway and approximately half a miles distance from Great Barr Park. Birmingham Road (A34) itself also provides direct access to Walsall Town Centre and Birmingham City Centres. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £475 per calendar month (£5,700 per annum).

Accommodation
Ground Floor

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

First Floor

Landing, Bedroom 1, Bedroom 2 (intercommunicating with) Bedroom 3

Outside:

Front Walled foregarden

Rear Garden and the potential for off road parking accessed via a right of way and service road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 3

Freehold Vacant Semi Detached House

*Guide Price: £49,000 - £59,000 (+Fees)

13 Mary Road, Tividale, Oldbury, West Midlands B69 1RR

Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof, occupying an elevated position set back from the road behind a lawned foregarden and benefiting from aluminium double glazed windows and electric storage heating.

Mary Road forms part of an established residential area and leads off Poplar Avenue which leads via City Road off Birmingham New Road (A4123) and the property is conveniently within approximately one and a half miles from both Dudley Town Centre and The M5 Motorway (junction 2)

Accommodation

Ground Floor

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

First Floor

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

Outside:

Front: Lawned foregarden, pedestrian side access to rear

Rear: Concrete yard, brick stores and a lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £850 (inclusive of 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 £250 (inclusive of VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits may be paid by the following methods

Debit/Credit Card

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

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

Cottons
CHARTERED SURVEYORS

LOT 4
Freehold Vacant Converted Terraced House - Two Self-contained Flats

*Guide Price: £65,000 - £70,000 (+Fees)

By Instruction of Black Country Housing Group
29 Beeches Road, Rowley Regis, West Midlands B65 0AT
Property Description:

A traditional two storey end terraced former house situated on the corner of Beeches Road and Darby Street and forming part of an established predominantly residential area. The property contains two self-contained flats, each benefiting from well laid out accommodation having UPVC double glazed windows, gas fired central heating and separate meters and provides excellent investment potential subject to some cosmetic improvement. Beeches Road leads off Halesowen Road (A4099) and the property is within one third of a mile from Blackheath Town Centre providing a wide range of retail amenities and services and half a mile from Rowley Regis Railway Station.

Accommodation:
Ground Floor

Flat 29A: Lounge, Inner Hall, Kitchen, Double Bedroom, Shower Room with shower enclosure, pedestal wash basin, wc.

First Floor

Flat 29B: Entrance Hall, Stairs and Landing, Lounge, Kitchen, Double Bedroom, Shower

Room with shower enclosure, pedestal wash basin, wc.

Outside:

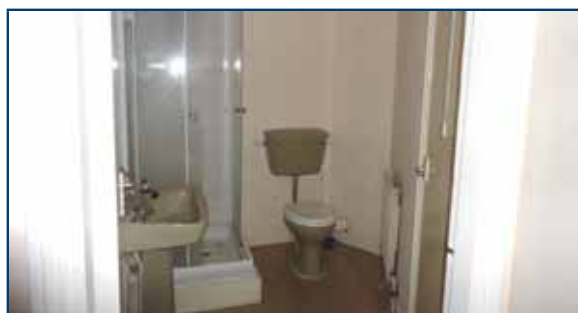
Rear: Gated access to a paved yard (subject to right of way)

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 5

Freehold Vacant Mid Terraced House

*Guide Price: £80,000 - £88,000 (+Fees)

355 Stockfield Road, Yardley, Birmingham, West Midlands B25 8JP

Property Description:

A traditional two storey mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, requiring completion modernisation and repair and set back from the road behind a walled foregarden.

The property is situated close to the junction with Waterloo Road, conveniently within a quarter of a mile from Coventry Road (A45) which provides direct access to Birmingham City Centre and The M42 Motorway (junction 6). Both Acocks Green and Yardley Shopping Centres are within approximately one mile distance.

Accommodation:

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen with pantry

First Floor

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

Outside:

Front: Walled foregarden
Rear: Yard with brick store, wc and shed, pedestrian right of way and garden

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



COLIN BOWATER & CO., LLP
Valuers - Surveyors

LOT 6

Leasehold (New 99 Year Lease) Vacant One Bedroom Flat

*Guide Price: £36,000 - £40,000 (+Fees)

Flat 3 Warley Court, Moat Road, Oldbury, West Midlands B68 8EL

Property Description:

A well laid out purpose built one bedroom flat situated in a prominently located development known as Warley Court which contains a range of neighbourhood retail units and with flats over, accessed by way of a communal entrance. The property is situated at the junction of Moat Road and Pound Road forming part of a well regarded residential area conveniently located within approximately one and a half miles from Bearwood Shopping Centre and the M5 Motorway (junction 2).

Accommodation:

Ground Floor

Secure Communal Front Entrance, Stairs and Landing

First Floor

Reception Hall, Bathroom with bath having shower over, pedestal wash basin and wc, Lounge, Dining Kitchen with a range of units, Double Bedroom

Outside:

Communal forecourt parking area

Leasehold Information

Lease Term: A new lease to be issued by the freeholder for a term of 99 years from completion

Ground Rent & Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 7
Freehold Vacant Mid Terraced House

*Guide Price: £85,000 - £90,000 (+Fees)

43 Hampton Road, Erdington, Birmingham, West Midlands B23 7JJ
Property Description:

A mid terraced house directly fronting the pavement, of traditional two storey brick construction surmounted by a pitched tile clad roof, benefitting from gas fired central heating, Upvc double glazed windows and two double bedrooms.

The property is located in an established residential area and Hampton Road comprises a cul-de-sac which leads off Slade Road, close to its junction with Marsh Hill/Reservoir Road and is conveniently with approximately one mile from Erdington High Street which provides access to a wide range of local retail amenities and services and from the M6 Motorway (junction 6).

Accommodation
Ground Floor

Entrance Hall with access to Cellar, Front Reception Room, Rear Reception Room, Breakfast Kitchen,

First Floor

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

Outside:

Paved rear yard/garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 8
Freehold Vacant Three Bedroom Mid Terraced House with Parking

*Guide Price: £85,000 - £90,000 (+Fees)

115 Montague Road, Smethwick, West Midlands B66 4PW
Property Description:

A mid-terraced house of brick construction, surmounted by a slate clad roof, set back from the road behind a walled foregarden benefitting three bedrooms, UPVC double glazed windows and rear access via a gated vehicular right of way to a parking space offering potential for erection of a garage. The property provides well laid out accommodation but is in need of complete refurbishment and improvement.

Montague Road, leads off Shireland Road and Cape Hill offering great transport routes into the City (approx. 4 miles away) and other surrounding areas as well as local schools, shops and amenities.

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen and Bathroom with bath, wash basin and wc.

First Floor

Stairs and Landing, Three Bedrooms.

Outside:

Front: Walled foregarden.

Rear: Garden, Parking Space accessed by a gated vehicular right of way.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



Rear Access - Vehicular Right of Way



LOT 9

Freehold Vacant Terrace House
*Guide Price: £55,000 - £60,000 (+Fees)

By Instruction of Black Country Housing Group

90 Cemetery Road, Stourbridge, West Midlands DY9 8AB

Property Description:

A terraced property of rendered brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating. Cemetery Road can be found off Pedmore Road (A4036). The property is within approximately half a miles distance to Lye High Street which provides a wide range of shops and amenities.

Accommodation:

Ground Floor

Entrance Hallway, Kitchen, Lounge

First Floor

Landing, 3 Bedrooms and Bathroom having panelled bath, wash basin and WC, Stairs

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 10

Freehold Vacant Mid Terraced House
*Guide Price: £62,000 - £67,000 (+Fees)

By Instruction of Black Country Housing Group

87 Cemetery Road, Stourbridge, West Midlands DY9 8AB

Property Description:

An mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having timber framed double glazing and gas fired central heating. Cemetery Road can be found off Pedmore Road (A4036). The property is within approximately half a miles distance to Lye High Street which provides a wide range of shops and amenities.

Accommodation:

Ground Floor

Lounge, Dinning Room, Cellar, Kitchen, Stairs

First Floor

Landing, 2 Bedrooms and Bathroom having panelled bath, wash basin and WC, Stairs

Second Floor

Bedroom 3

Outside:

Front Walled Foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Cottons

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(as proof of your residential address)

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Tel 0121 247 2233

LOT 11
Freehold Detached House and Workshop Buildings with Vacant Possession

*Guide Price: £150,000 - £165,000 (+Fees)

126 Birchfield Lane, Oldbury, West Midlands, B69 2AY

Property Description:

A substantial two-storey detached house and garage with a range of part single-storey, part two-storey purpose-built workshops at the rear.

The property has previously been owner-occupied in its entirety for residential and commercial purposes and, accordingly, the property may suit a purchaser with a hybrid requirement for domestic and commercial accommodation. Alternatively, the property may be redeveloped, converted or adapted for various other uses, subject to statutory consents or, perhaps split or divided so that the separate parts are individually occupied.

The property is located approximately half a mile south of Oldbury Town Centre, in a mixed-use residential and commercial area, within approximately quarter of a mile of Junction 2 of the M5 Motorway.

The house is of traditional two-storey brickwork construction, with a pitched tiled roof with hipped ends and an integral garage, with doors at the front and rear, providing access to the rear yard and workshop. The house is in need of modernisation and improvement.

The rear workshop buildings are of brickwork construction with a pitched corrugated asbestos cement sheet roof, and are split-level with the rear section, being two-storey. The property is likely to be of interest to owner-occupiers, investors and developers.

Accommodation:
Detached House
Ground Floor

Hall, Dining Room, Living Room, Kitchen and Integral Garage.

First Floor

Four Bedrooms and Bathroom/Toilet.

Rear Buildings
Ground Floor

Workshop: 76.7 sq m (825 sq ft), Side Passageway: 22.3 sq m (240 sq ft), Rear Workshop: 50.4 sq m (542 sq ft), and Office 7.0 sq m (76 sq ft)

First Floor

Office/Storage Area (over Rear Workshop): 50.4 sq m (542 sq ft)

Gross Internal Area of Commercial Buildings:
206.8 sq m (2,226 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 12

Leasehold (109 Years Unexpired) Vacant Two Bed Duplex Maisonette *Guide Price: £80,000 - £88,000 (+Fees)

55 Rowood Drive, Solihull, West Midlands B92 9NG

Property Description:

A well laid out duplex maisonette benefiting from UPVC double glazed windows, gas fired central heating, two bedrooms, lock up garage and having recently undergone some redecoration and re-carpeting.

The property is situated over a retail shop in a neighbourhood shopping parade and Rowood Drive leads directly off Lode Lane (B425) providing convenient access to the Jaguar Land Rover car plant and is approximately one and a half miles from Solihull Town Centre which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

External Stairs to Communal Forecourt

First Floor

Reception Hall, Kitchen with a range of fitted units, Lounge with built in store cupboard.

Second Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (small double), Bathroom with panelled bath having electric shower over, pedestal wash basin and wc.

Outside:

Rear: Communal service yard and lock up garage in an adjacent block

Leasehold Information

Lease Term: 125 years from 28 June 2002
Ground Rent: Currently £150 per annum (reviewed every 25 years)

Declaration of Interest

(The Estate Agents Act 1979 - Section 21)
The Seller is an employee of Cottons.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 13

Freehold Vacant Possession *Guide Price: £105,000 to £110,000 (+Fees)

20 Farcroft Grove, Handsworth, Birmingham, West Midlands B21 8PU

Property Description:

A mid terraced property of brick construction set back from the road behind a gated and paved foregarden. The property benefits from having UPVC double glazing and gas fired central heating and further benefits from off road parking. The property is being sold in a presentable condition. The property is located within a popular cul-de-sac within Handsworth. Farcroft Grove is located off Farcroft Road which in turn can be found off Sandwell Road (A4040)

Accommodation:

Ground Floor

Entrance Hallway, Front Reception Room, Dining Room, Kitchen, Stairs to

First Floor

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

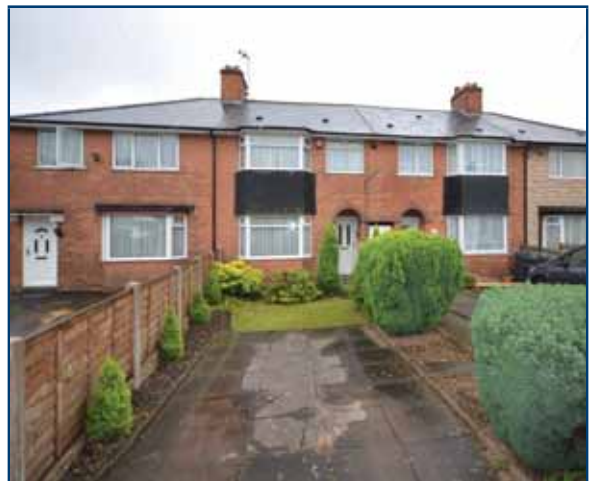
Outside:

Front : Gated and paved foregarden providing off road parking

Rear : Well presented and landscaped garden

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

Viewings -Via Cottons – 0121 247 2233



LOT 14
Freehold Vacant Land with River Frontage extending to approx. 17 acres
 *Guide Price: £150,000 PLUS (+Fees)

Land (17 acres), Dunstall Lane, Hopwas, Tamworth, Staffordshire, B78 3AX


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

Property Description:

A parcel of freehold agricultural land irregular in shape which extends to approximately 17 acres (6.87 hectares) and is located on Dunstall Lane within the Borough of Tamworth. The land comprises predominantly of a rough grassed area and is accessed along its southern boundary with Dunstall Lane and has full length frontage to the River Tame along with its northern boundary and is subject to an established public right of way over. The land is located approximately one third of a mile to the north of land at Dunstall Farm on Dunstall Lane which is earmarked for substantial redevelopment having recently obtained planning consent on 27th September 2017 for residential development of up to 800 homes, the construction of commercial buildings, a primary school and associated works. The land and is located to the western edge of

Tamworth approximately half a mile south of the popular Village of Hopwas and approximately one mile to the west of both Tamworth Town Centre and Ventura Retail Park.

Planning

The land use is currently agricultural and may have potential for future alternative use and all interested parties should discuss any proposals with the planning department at Tamworth Borough Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only

Note: The postcode relates to Dunstall Farm and is for location purposes only



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

LOT 15

Freehold Vacant Three Bedroomed Mid-Terraced House

*Guide Price: £65,000 - PLUS (+Fees)

232 Goodman Street, Burton-on-Trent, Staffordshire DE14 2RG

Property Description:

A traditional mid-terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, benefitting from UPVC double glazed windows, gas-fired central heating and three bedrooms.

Goodman Street is a popular street conveniently located about a mile from the town centre and close to local shops.

Accommodation:

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Bathroom.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single).

Outside:

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 16

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £49,000 - £59,000 (+Fees)

57 Barlow Road, Wednesbury, West Midlands WS10 9QB

Property Description:

A two storey semi detached house surmounted by a pitched tile clad roof, occupying a large plot and set back behind a lawned foregarden, benefitting from UPVC double glazed windows, gas fired central heating and three bedrooms. The property provides well laid out accommodation and forms part of a predominantly residential area.

Barlow Road leads off Myvrod Road which in turn leads off Wood Green Road (A461) and the property is conveniently located within half a mile from both The M6 Motorway (junction 9) and Gallagher Retail Park located on Axletree Road. Wednesbury Town Centre is located approximately one mile to the south west

Accommodation

Ground Floor

Reception Hall, Through Lounge/Dining Room, Kitchen with a range of fitted units, Rear Entrance Hall, Toilet with wc

First Floor

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

Outside:

Front: Lawned foregarden set behind mature hedge

Rear: Pedestrian side access to paved patio and a large predominantly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 17
Freehold Building Plot - Consent for a 3 Bedroom Detached House

*Guide Price: £60,000 - £67,000 (+Fees)

Land Adjacent to, 8 Oaklands Way, Pelsall, Walsall, West Midlands WS3 4BG
Property Description:

An opportunity to purchase a residential building plot comprising an irregular shaped former car park extending to an area of 0.11 acres (441.27sq.mtrs) and situated in a cul-de-sac containing a range of modern dwellings. The plot is offered with the benefit of planning consent for the erection of a single detached house with garage, gardens and car parking. Oaklands Way leads off Railswood Drive which leads via Station Road off Norton Road (B4154) and the property is located approximately three miles to the north of Walsall Town Centre.

Planning

Planning consent was granted by the Planning Inspectorate following appeal Ref: APP/V4630/VV/17/3172728 and dated 29th August 2017 for the change of use of car park area and the erection of a single detached house. The Architects' drawings submitted with the planning application and approved with the consent detailed a dwelling containing the following accommodation:

Proposed Accommodation
Ground Floor

Porch, Reception Hall, Cloak Room with wc and wash basin, Dining Room, Sitting Room, Breakfast Kitchen, Utility Room and Integral Garage

Floor Area (excluding garage): 69.5sq.mtrs (748sq.ft)

First Floor

Stairs and Landing, Master Bedroom with En-suite Shower Room and wc, Bedroom Two (double), Bedroom Three (double), Bedroom Four (single), Family Bathroom with bath, wash basin and wc

Floor Area: 84sq.mtrs (904sq.ft)

Outside:

Foregarden with driveway providing off road car parking, garden to side and rear

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only

LOT 18
Freehold Residential Investment subject to a Regulated Tenancy

*Guide Price: £70,000 - £77,000 (+Fees)

189 St. Georges Road, Redditch, Worcestershire B98 8EE
Property Description:

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

The property is conveniently situated centrally within Redditch with St Georges Road leading directly off the traffic roundabout at the junction with Redditch Ringway (B1460) and the property is within less than a quarter of a mile from Redditch Town Centre.

Tenancy Information

The property is subject to a Regulated Tenancy at a Registered Rent of £95 per week (£4,940 per annum) effective from 2nd June 2017.

Accommodation

The Auctioneers have not carried out an internal inspection of the property and have relied on details contained in the Rent Registration Document.

Ground Floor

Two Reception Rooms, Kitchen, Bathroom with wc,

First Floor

Two Rooms

Second Floor

One Room

Outside:

Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 19

1 Mill Street, Brierley Hill, West Midlands DY5 2RG



Property Description:

An attractive investment property comprising an established banqueting suite and five investment flats prominently situated fronting Mill Street with return frontage along Cottage Street and centrally located within Brierley Hill surrounded by a densely populated catchment area.

The property is predominantly three storey of traditional brick construction under part pitched/part flat roofs, in addition benefits from ancillary basement accommodation and staff car parking to the rear.

Brierley Hill is a small town, situated approximately two and a half miles south of central Dudley and two miles north of Stourbridge. Merry Hill Shopping Centre and Lye Railway Station are both in close proximity.

Planning

Planning consent was granted by Dudley Council (Reference P12/0134) on 17th April 2012 for the conversion of the first and second floor accommodation to five separate self contained flats.

Tenancy Information:

Ground Floor (Banqueting Suite): Currently Vacant

We are advised by the seller that the premises were previously let out for £36,000 per annum.

First/Second Floor (Flat Accommodation):

All flats are let on Assured Shorthold Tenancies

Flat 1 - £450.00 pcm

Flat 2 - £500.00 pcm

Flat 3 - £465.00 pcm

Flat 4 - £500.00 pcm

Flat 5 - £510.00 pcm

Current Total Income - £2,425 per calendar month (£29,100 per annum)

Potential Total Income (When Fully Let) - £65,100 per annum

Accommodation

Basement:

Store Area: 99.72 sq m (1,073 sq ft)

Ground Floor

Restaurant/Banqueting Suite: 253.67 sq m (2,731 sq ft)

Kitchen/Preparation Room: 62.24 sq m (670 sq ft)

Gents/Ladies Toilets.

Total Net Internal Area: 315.91 sq m (3,804 sq ft)

Flat Accommodation (Note: Only Flat 1 has been inspected by the auctioneers)

Separate access from Cottage Street to the upper floors is at the rear of the Banqueting Suite.

Flat 1: Living Room, Kitchen, Bathroom, Bedroom.

Flat 2: Living Room, Kitchen, Bathroom, Bedroom One, Bedroom Two.

Flat 3: Living Room, Kitchen, Bathroom, Bedroom.

Flat 4: Living Room, Kitchen, Bathroom, Bedroom.

Flat 5: Living Room, Kitchen, Bathroom, Bedroom One, Bedroom Two.

Outside:

Service Yard/Car Parking with four car parking spaces

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.

Freehold Vacant Banqueting Suite with Five Investment Flats
*Guide Price: £560,000 - £590,000 (+20% VAT) (+Fees)



LOT 20

The Coach House, Castle Bromwich Hall Estate, Chester Road, Castle Bromwich, Birmingham, West Midlands B36 9DE



Property Description:

An opportunity to purchase a most impressive Grade II* Listed former coach house set within the highly desirable Castle Bromwich Hall Estate which comprises of a range of attractive period buildings including the magnificent Castle Bromwich Hall Hotel.

The property has most recently been used as Head Office for a development company with accommodation currently arranged over three floors to provide both private and open plan offices, reception areas with ancillary kitchen, toilet and storage accommodation and is approached from a gated entrance where it is set well back behind a substantial car parking area which extends to the rear of the building with additional car parking spaces.

Externally, the property remains unchanged and internally the property is well laid out, arranged into six separate suites of office accommodation providing modern working space with gas fired central heating and air conditioning.

The property is accessed off Birmingham Road/Chester Road in the popular Village of Castle Bromwich and is conveniently located within three quarters of a mile from The M6 Motorway and approximately five miles from The M42 Motorway and Birmingham City Centre and eight miles from Solihull town centre.

Planning

The Current use of the property as offices is duly established. Planning consent was granted on 27th November 2014 Ref: 2014/1281 for change of use from a vacant office building (Use Class B1) to a Pre-school Day Nursery for 0 - 5 year olds (Use Class D1) with capacity up to 150 children. This planning consent has not been activated. The property may be suitable for a variety of alternative uses including residential conversion and all interested parties

should discuss any proposals for the site with the local planning department at Solihull Metropolitan Borough Council prior to bidding.

Ground Floor

Main Entrance to Reception Area

Unit One: Corridor, Six Offices, Safe/Vault
Gross Internal Area: 186.13sq.mtrs (2,003sq.ft)

Unit Four: Corridor, Kitchen with a range of units, Lobby with Ladies and Gents Toilets, Seven Offices and Store
Gross Internal Area: 191.46sq.mtrs (2,060sq.ft)

First Floor

Stairs and Gallery Landing,

Unit Two: Corridor, Kitchen/Staff Room, Seven Offices and a Separate Landing Area
Gross Internal Area: 194.78sq.mtrs (2,098sq.ft)

Unit Five: Corridor with a range of fitted units, Eight Offices and Lobby
Gross Internal Area: 191.46sq.mtrs (2,060sq.ft)

Second Floor

Half Landing with Storage, Landing Area, Boiler Room, Separate Office,

Unit Three: Corridor, Two Open Plan Offices, Four Private Offices, Kitchen/Staff Room
Gross Internal Area: 153.23sq.mtrs (1,649sq.ft)

Unit Six: Large Open Plan Office, Private Office and Staff Room/Former Kitchen
Gross Internal Area: 145.00sq.mtrs (1,560sq.ft)

Total Gross Internal Area: 1,132sq.mtrs (12,187sq.ft)

Total Net Internal Area: 943sq.mtrs (10,152sq.ft)

Outside:

Front: Substantial forecourt with car parking and surrounding gardens

Rear: Open plan car park with rear access.

Total Site Area: 0.78 acres (0.31 hectares)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233

Note: Completion will be 56 days from exchange of contracts



Impressive Freehold Vacant Coach House/Office Premises with Potential for Change of Use
*Guide Price: £700,000 - £770,000 (+Fees)



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



LOT 21

Freehold Vacant Possession

*Guide Price: £115,000 - £122,000 (+Fees)

11 Hazelbeech Road, West Bromwich, West Midlands B70 8QF

Property Description:

A mid terraced property of brick construction surmounted by a replacement tiled clad roof set back from the road behind a block paved foregarden allowing for off road parking for numerous vehicles. The property benefits from having UPVC double glazing and gas fired central heating, modern kitchen and shower room fittings and is generally offered for sale in presentable condition. Hazelbeech Road is located off both Oak Road and Oak Lane and the property itself is close to the junction with Beechwood Road

Accommodation:

Ground Floor

Lounge, Dining Kitchen, Inner Lobby and Newly Fitted Shower Room

with shower cubicle, wash basin and WC, Stairs,

First Floor

Three Bedrooms, Family Bathroom having panelled bath, wash basin and WC and Loft Room

Outside:

Front Block paved foregarden allowing for off road parking for numerous vehicles

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 22

Freehold Vacant Semi-Detached House with Three Bedrooms

*Guide Price: £100,000 - PLUS (+Fees)

70 Highbury Avenue, Rowley Regis, West Midlands B65 9PP

Property Description:

An attractive traditionally constructed semi-detached house of two storey brick construction surmounted by a hipped tile clad roof benefitting from gas fired central heated, double glazed windows, three bedrooms, generous rear garden and off road parking.

The property forms part of a popular and established residential area and Highbury Avenue leads off Uplands Avenue which leads directly off Oldbury Road (A4034) which provides access to bus services and local amenities. Both Rowley Regis railway station and junction 2 of the M5 are within approximately one mile.

Accommodation:

Ground Floor

Fully Enclosed Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Full Width Verandah.

First Floor

Stairs and Landing, Three Bedrooms and Bathroom.

Outside:

Front: Lawned front garden with driveway providing off road parking offering potential for the erection of a garage to the side of the property, subject to planning consent.

Rear: Good size rear garden with shed

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 23
Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £39,000 - £49,000 (+Fees)

80 Cannock Road, Heath Hayes, Cannock, Staffordshire WS12 3HG
Property Description:

A traditional semi detached house of two storey brick construction surmounted by a pitched tile clad roof, benefiting from three bedrooms, part double glazed windows, gas fired central heating and driveway providing off road parking but requiring modernisation and improvement.

The property is situated fronting Cannock Road (A5190) between the junctions of Hednesford Road and Chapel Street forming part of an established and predominantly residential area.

Cannock Town Centre is within approximately two miles to the west and the M6 Toll (junction 7) is within approximately three miles.

Accommodation:
Ground Floor

Lounge, Dining Room, Kitchen, Lean to, Bathroom with bath, wash basin and wc, Cellar access

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Forecourt providing off road parking, side driveway leading to rear
 Rear: Hardstanding/yard, car port and long garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 24

Freehold Vacant Public House with Function Rooms and Separate Flat

*Guide Price: £230,000 - £260,000 (+ 20% VAT) (+Fees)

The Parade Public House, 24 Coton Road, Nuneaton, Warwickshire, CV11 5TJ



Property Description:

An imposing detached public house with substantial function accommodation and a self-contained flat, constructed in 1886 of three storey brick surmounted by a pitched tile clad roof and benefiting from part single storey and part two storey extensions to the rear. The property is prominently situated fronting Coton Road (A444) being the main arterial route into Nuneaton from Coventry and the M6 Motorway and is within a quarter of a mile from Nuneaton Town Centre.

Accommodation:

Public House

Ground Floor

Entrance Hall, Lobby, Bar: 91.53sq.mtrs (985sq.ft) with Bar, Seating Area and pool table, Washroom, Rear Entrance Hall, Gents Toilets, Ladies Toilets, Beer Cellar/Store: 38sq.mtrs (409sq.ft), Corridor leading to Large Function Room: 178.33sq.mtrs (1,919sq.ft) with Bar, Seating Area and Stage, Disabled Toilet, Ladies & Gents Toilets, Kitchen: 10.09sq.mtrs (108sq.ft)

First Floor

Stairs and Landing to an L-shaped Function Room: 81.69sq.mtrs (879sq.ft) with Bar, Store, Ladies and Gents Toilets, Private Function Room: 24.1sq.mtrs (259sq.ft)

Second Floor

Stairs and Landing, Room One: 24.17sq.mtrs (260sq.ft), Room Two: 11.6sq.mtrs (124sq.ft), Room Three/Store: 4.17sq.mtrs (44sq.ft), Room Four: 21.94sq.mtrs (236sq.ft)

Living Accommodation

Ground Floor

Entrance

First Floor

Stairs and Split Level Landing, Shower Room with

glazed shower, wc and wash basin, Kitchen with a range of fitted units, Lounge/Dining Room, Double Bedroom

Outside:

Front: Forecourt with parking space

Side/Rear: Yard area

Planning

The property is well established as a licence premises and may be suitable for a variety of alternative uses. All interested parties should discuss any proposals for the property with the local planning department at Nuneaton & Bedworth Council prior to bidding.



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 25
Freehold Vacant Three Bedroom House with Parking

*Guide Price: £165,000 - £175,000 (+Fees)

50 Cranmore Boulevard, Shirley, Solihull, West Midlands, B90 4RU

Property Description:

A two storey mid terraced house of brick construction surmounted by a pitched tile clad roof, having three bedrooms and benefiting from gas fired central heating, UPVC double glazed windows and external doors and having a secure gated rear car park area accessed by way of a shared right of way. The property requires some modernisation and cosmetic improvement.

The property forms part of a popular and well regarded residential area and is situated opposite the junction with Northland Road which provides access to the popular Cranmore Infant School. Cranmore Boulevard leads off Stratford Road (A34) which provides direct access to Shirley Town Centre and The M42 Motorway (junction 4) and the property is located to the northern section close to the junction with Widney Lane. Solihull Town Centre is located approximately one and a half miles to the north.

Accommodation:
Ground Floor

Entrance Hall, Lounge, Breakfast Kitchen

First Floor

Stairs and Landing, Bedroom One (double),

Bedroom Two (double), Bedroom Three (single), Bathroom with panelled bath, pedestal wash basin and wc

Outside:

Front: Foregarden set behind mature privet hedge
 Rear: Shared pedestrian entry access to paved patio with integral wc, garden and a secure gated car parking area accessed by way of a shared right of way.

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 26

Freehold Investment - Bar and Student Flat (5 Bed) - Income £41,698 p.a.
 *Guide Price: £300,000 - £330,000 (+Fees)

35 Blews Street (The Former Globe Public House), Birmingham, West Midlands, B6 4HN



Property Description:

An ideal investment opportunity due to its proximity to both the City Centre and Aston University comprising a ground floor Bar premises formerly known as The Globe Public House along with a large student flat to the first floor. The property is prominently situated at the junction with Blews Street and Manchester Street which leads off New Town Row (B41 14) providing direct access to Aston University being within approximately one quarter of a mile distance.

The property is of traditional brick construction with pitched tile clad roof and whilst the ground floor accommodation is undergoing refurbishment, the first floor accommodation which benefits from separate off street access has been refurbished to a modern contemporary standard to provide five student letting rooms with shared living room, kitchen and shower room accommodation all benefiting from UPVC double glazed windows and gas fired central heating.

Tenancy Information

Ground Floor Bar Premises: Let on a lease from 14 August 2017 until 13 August 2024 at a current rent of £13,000 per annum, rising on 14 August

2018 to £14,300 per annum and subject to review thereafter under the terms of the lease.

Note: the tenant is currently refurbishing the premises during an initial rent free period and will commence payment of rent on 14 December 2017.

First Floor Flat: Let on an Assured Shorthold Tenancy agreement until 30 June 2018 to five students collectively paying a rent of £2,391.52 p.c.m. (£28,698 per annum)

Total Current Rental Income: £41,698 p.a.

Ground Floor

Bar premises with Reception Hall, Bar Area and range of Public Rooms, Lobby, Ladies and Gents Toilets, Cellar access (not inspected).

Gross Internal Area: 142.66sq.mtrs (1,535sq.ft)

First Floor

Separate Side Entrance Hall off Manchester Street, Stairs and Landing, Five Double Bedrooms, Two Shower Rooms each fully tiled with glazed shower enclosure, pedestal wash basin and wc, Lounge/Dining Room opening to Kitchen with a range of modern fitted units

Outside: Rear enclosed yard area with brick store

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233





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* Light refurbishment includes the replacement or refurbishment of kitchens and bathrooms, rewiring, decorative attention or internal re-configuration. It does not include anything that requires planning permission or structural changes.



LOT 27

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £49,000 - £59,000 (+Fees)

37 Luce Road, Wolverhampton, West Midlands WV10 9NF

Property Description:

A semi detached house of two storey brick construction surmounted by a hipped tile clad roof, set back from the road behind a forecourt providing off road parking and benefiting from three bedrooms, UPVC double glazed windows, gas fired central heating and large rear garden.

The property forms part of an established residential estate and Luce Road is located off Fourth Avenue and is situated approximately half a mile from Stafford Road (A449) which provides direct access to Wolverhampton City Centre being approximately one mile to the south and The M54 Motorway (junction2) being approximately two miles to the north.

Accommodation

Ground Floor

Hallway, Lounge/Dining Room, Kitchen, Bathroom with bath, wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Forecourt parking area

Rear: Large garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 28

Freehold Land (1.8 Acres)

*Guide Price: £7,000 - £9,000 (+Fees)

Land, Rear Of 65 - 97 Ivy House Road, Oldbury, West Midlands B69 1HJ

Property Description:

A parcel of land comprising of a sloping irregular shaped unfenced site of about 1.8 acres (0.73 Hectares) lying North to the rear of no's 65 to 97 Ivy House Road. The site is part of a large area of public open space which is bounded by housing to the South.

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

The land is to the South of Bury Hill Park, approached across open land from Portway Hill, Kennford Close or Wadham Close

Planning

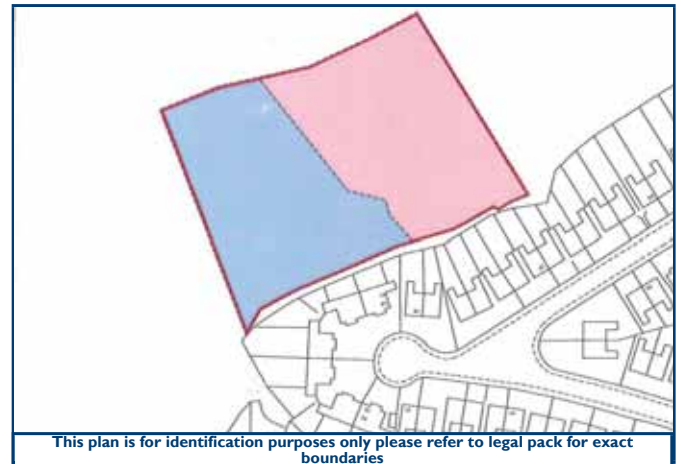
The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



This plan is for identification purposes only please refer to legal pack for exact boundaries

LOT 29

Freehold Vacant End Terraced House

*Guide Price: £60,000 - £65,000 (+Fees)

By Instruction of Black Country Housing Group

1 King Street, Lye, Stourbridge, West Midlands DY9 8UT

Property Description:

An end-terraced property of brick construction surmounted by a tiled roof set back from the road behind a small walled foregarden. The property benefits from having double glazing (majority UPVC) and gas fired central heating. The property is situated at the junction of Belmont Road and King Street. Belmont Road is a continuation of Cemetery Road. The property is within approximately half a miles distance to Lye High Street which provides a wide range of shops and amenities.

Accommodation:

Ground Floor

Lounge, Kitchen, Inner Lobby, Utility Room and Bathroom having panelled bath, wash basin and WC, Stairs

First Floor

2 Bedrooms

Outside:

Front Walled foregarden

Rear Yard area and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 30
Freehold Vacant Mid Terraced House

*Guide Price: £62,000 - £67,000 (+Fees)

By Instruction of Black Country Housing Group
19 King Street, Lye, Stourbridge, West Midlands DY9 8UT
Property Description:

A three bedroom mid-terraced property of brick construction set back from the road behind a small walled foregarden. The property benefits from having double glazed windows (majority UPVC) and gas fired central heating. King Street is located off Belmont Road which is a continuation of Cemetery Road. The property is within approximately half a miles distance to Lye High Street which provides a wide range of shops and amenities.

Accommodation:
Ground Floor

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

First Floor

3 Bedrooms

Outside:

Front Small walled foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 31
Freehold Vacant Possession

*Guide Price: £10,000 - £14,000 (+Fees)

27 Tenth Street, Peterlee, County Durham SR8 4NE
Property Description:

A two bedroomed mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property has suffered from fire and smoke damage to the ground floor and requires modernisation and improvement. Tenth Street is located off both Warren Street which in turn is found of Coast Road (A1086)

Accommodation:
Please Note

The Auctioneers have been unable to inspect the property however we understand from the Seller that the accommodation comprises:

Ground Floor

Lounge, Dining Room, Kitchen and Bathroom

First Floor

Two Bedrooms

Outside:

Rear Garden


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


--- Legal Documents Online ---


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

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LOT 32

Freehold Vacant Semi-Detached House with Three Bedrooms

*Guide Price: £80,000 - £87,000 (+Fees)

67 Belton Avenue, Wolverhampton, West Midlands WV11 1AN

Property Description:

A traditional semi-detached house with brick construction, with hipped tile clad roof, benefitting from gas-fired central heating, three bedrooms, off road parking and garage, but requiring repair and refurbishment throughout.

The property forms part of a popular and established residential area and Belton Avenue is located between Blackhalve Lane (B4156) and Cannock Road (A460) and is conveniently situated approximately two miles to the north east of Wolverhampton City Centre and two miles to the south of the M54 Motorway (Junction 1).

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front: Lawned foregarden, tarmacadam driveway to full length side garage.

Rear: Lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 33
Prominent Freehold Vacant Retail Shop with Investment Flat

*Guide Price: £180,000 - £195,000 (+Fees)

2174 Coventry Road, Sheldon, Birmingham, West Midlands, B26 3JE

Property Description:

A prominently located retail shop offering extensive accommodation along with a self contained investment flat of part single storey construction with flat roof and part two storey construction with a hipped tile clad roof, situated in a parade of retail shops forming part of Sheldon Shopping Centre. The retail unit was previously occupied by a butchers and bakery and is situated between Halifax Bank and Greggs and is close to wide range of both multiple and local retailers with associated public car parking.

The property is set back behind a wide pavement area from the busy Coventry Road (A45) which provides a high level of passing trade proving the main arterial link between Birmingham City Centre, Birmingham Airport, The NEC and the M42 Motorway (junction 6)

Tenancy Information

Ground Floor - Retail Unit: Vacant

First Floor - Flat: Let on an Assured Shorthold Tenancy at a rental of £480 per calendar month (£5,760 per annum)

Accommodation:
Ground Floor

Retail Shop: 81.44sq.mtrs (876sq.ft) having roller shutter protection and including Rear Store/Preparation Area, Two Refrigeration Rooms

and Separate Kitchen with built-in store cupboard, Covered Yard/Storage Area: 53.7sq.mtrs (578sq.ft) including Two WCs, Storage Areas and Two additional Refrigeration Units

First Floor

Self Contained Flat with Entrance Hall, Stairs and Landing, Lounge, Kitchen, Double Bedroom, Bathroom with bath, wash basin and wc

Outside:

Pedestrian side access to rear yard and large garden

Legal Documents:

Available at www.cottons.co.uk


Viewings:

Via Cottons – 0121 247 2233



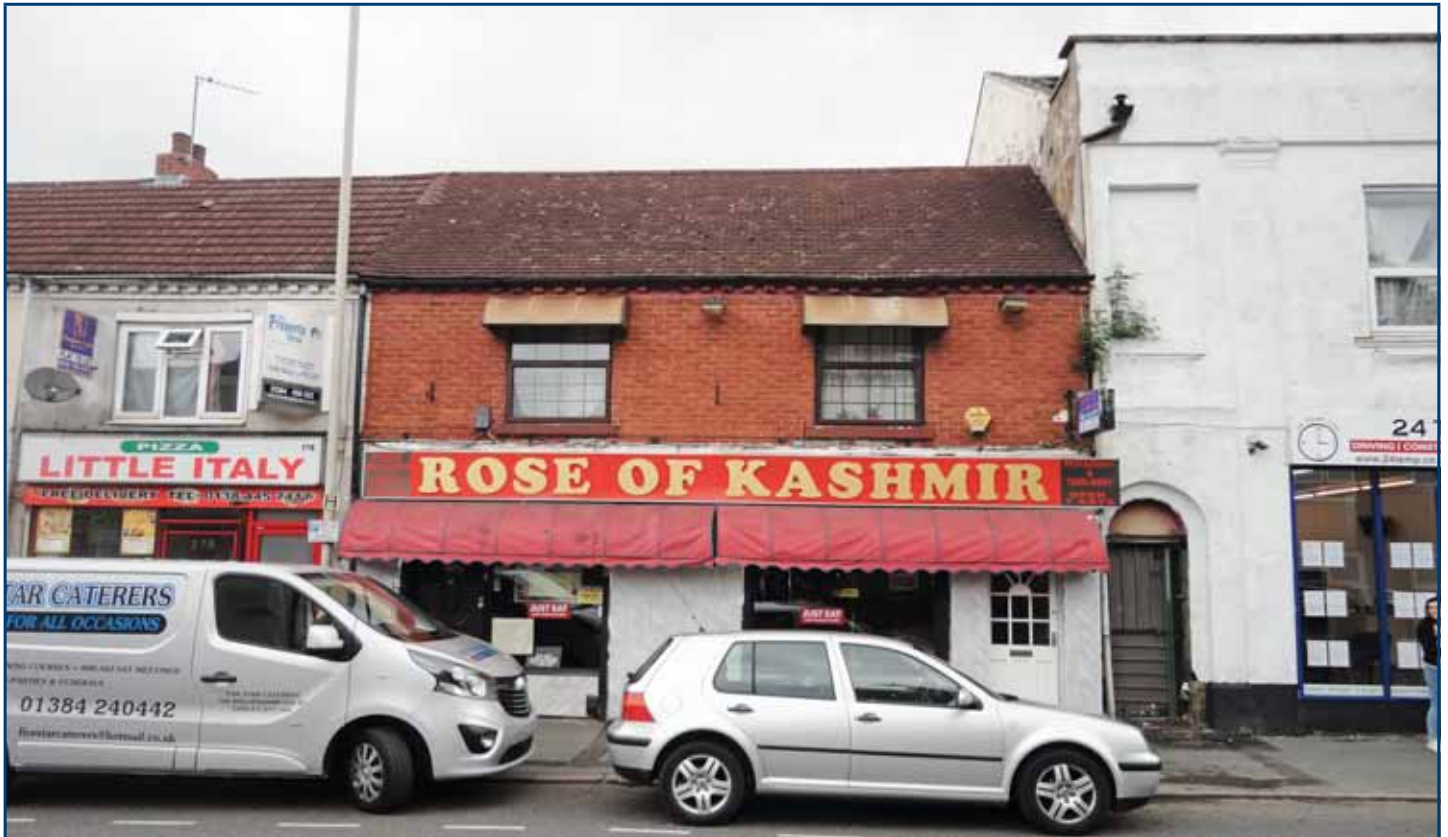
This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.

LOT 34

Freehold Vacant Restaurant Premises & Two Investment Flats

*Guide Price: £160,000 - £168,000 (+Fees)

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



Property Description:

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

Tenancy Information

Ground Floor

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

First Floor

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

Accommodation:

Ground Floor

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

First Floor

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

Private Entrance Hall directly off Wolverhampton Street, Stairs and Landing,
Flat One: Lounge, Kitchen, Two Bedrooms, Bathroom with wc
Flat Two: Lounge, Kitchen, Two Bedrooms, Bathroom with wc

Outside:

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

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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

LOT 35
Freehold Offices and Land (0.18 Acres)
 *Guide Price: £115,000 - £125,000 (+ VAT) (+Fees)

By Instruction of the Administrators
3 Harper St and Land to the North Side of Harper St, Willenhall, West Midlands, WV13 1SD

Property Description:

A substantial irregular shaped site extending to an area of approximately 0.18 acres and comprising of a two storey end terraced property currently being used as offices and yard area with frontage and access off both Harper Street and Temple Bar.

The office accommodation is constructed of brick, surmounted by a pitched tiled roof and benefits from having UPVC double glazing and gas fired central heating and is generally offered for sale in presentable condition.

The site is located on the corner of Harper Street and Temple Bar and is adjacent to the former WH Marren site. The property is within approximately half a miles distance from the main shopping area located in Willenhall

Accommodation
**3 Harper Street
Ground Floor**

Entrance Hallway, 3 Offices, Kitchen and WC x 2, Stairs

First Floor

3 Offices and kitchen area

Outside:
Yard Area

Hard Surface Yard Area with vehicular access from Harper Street via double gates extending to an area of approximately (0.18 acres)

Legal Documents: Available at

www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233

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LOT 36

Freehold Vacant Industrial Premises
 *Guide Price: £135,000 - £145,000 (+ VAT) (+Fees)

By Instruction of the Administrators

Land and Buildings to the West Side of Temple Bar, Willenhall, West Midlands, WV13 1SD



Property Description:

A substantial industrial/warehouse premises of traditional masonry construction surmounted by a timber framed roof structure occupying a site area extending to approximately 0.31 acres (1250 sq.mtrs). The majority of the property is single storey ground floor warehouse space.

The main warehouse has vehicular access via double gates leading to a hard standing yard area then roller shutter door access. To the rear of the unit is a hard surfaced yard with further vehicular access leading to further storage units and access to first floor office accommodation.

The property is located on Temple Bar close to the junction with Harper Street and is adjacent to the former WH Marren site. The property is within approximately half a miles distance from the main shopping area located in Willenhall.

Accommodation:

Ground Floor

Open Plan Industrial/warehouse premises 684.40 sq.mtrs (7367 sq.ft) and includes various store rooms, offices and WC.

First Floor

(The Auctioneers have been unable to inspect the following)

Office Accommodation accessed from the rear of the premises

Outside:

Front Vehicular gated hard standing yard area giving access to warehouse via a roller shutter door

Rear Vehicular gated access off Temple Bar providing access to hard standing yard area, second floor offices are and further storage units

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

Viewings: Via Cottons - 0121 247 2233



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LOT 37

Freehold Land

*Guide Price: Nil Reserve (+ VAT) (+Fees)

Land to the South of Thompson Close, Willenhall, West Midlands WV13 1SY

By Instruction of the Administrators

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of 0.11 acres (452.19 sq.mtrs).

The land is currently landlocked and is situated to the south of Thompson Close and adjacent to the former WH Marren Site in Willenhall. The land is situated within approximately half a mile distance from the main shopping area located in Willenhall.

The land may be suitable for a variety of uses subject to access and planning.

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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LOT 38

Freehold Land

*Guide Price: Nil Reserve (+ VAT) (+Fees)

Land rear of Thompson Street, Willenhall, West Midlands WV13 1SY

By Instruction of the Administrators

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of 0.03 acres (137.38 sq.mtrs).

The land is currently landlocked and is situated to the rear of 10 and 11 Thompson Street and adjacent to the former WH Marren Site in Willenhall. The land is situated within approximately half a mile distance from the main shopping area located in Willenhall.

The land may be suitable for a variety of uses subject to access and planning.

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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LOT 39

Leasehold Residential Investment

*Guide Price: £25,000 - £29,000 (+Fees)

Flat 4, 78 Persehouse Street, Chuckery, Walsall, WS1 2AR

Property Description:

A self-contained flat forming part of a traditional style semi-detached house of brick construction surmounted by a replacement tile clad roof. The flat benefits from having UPVC double glazing and electric heating. Persehouse Street is situated off Broadway North and is located within approximately one quarter of a mile distance from Walsall Town Centre. The property is currently let on an Assured Shorthold Tenancy producing a rental of £300 per calendar month (£3,600 per annum).

Accommodation:
Ground Floor

Communal Entrance and Hallway,

First Floor

Lounge/Kitchen/Bedroom and Shower Room with shower cubicle, pedestal 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 40

Leasehold Residential Investment *Guide Price: £28,000 - £34,000 (+Fees)

Flat 1, 78 Persehouse Street, Chuckery, Walsall, WS1 2AR

Property Description:

A self-contained ground floor flat forming part of a traditional style semi-detached house of brick construction surmounted by a replacement tile clad roof. The flat benefits from having UPVC double glazing and electric heating. Persehouse Street is situated off Broadway North and is located within approximately one quarter of a mile distance from Walsall Town Centre. The property is currently let on an Assured Shorthold Tenancy producing a rental of £375 pcm (£4,500 per annum).

Accommodation:

Ground Floor

Communal Entrance and Hallway,
Lounge/Kitchen/Bedroom and Shower Room

with shower cubicle, pedestal 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 41

Freehold Ground Rent

*Guide Price: £6,000 - £7,000 (+Fees)

Freehold Ground Rent, 19 Springs Avenue, Catshill, Bromsgrove, B61 0NU



Property Description:

A Freehold Ground Rent secured upon an mid town house, set back from the road behind a driveway. The freehold also includes a separate lock up garage which is contained in the lease at an additional ground rent.

The property forms part of a residential estate and Springs Avenue leads off Wildmoor Lane which, in turn, leads off Stourbridge Road (A409), approximately two miles to the north of Bromsgrove Town Centre.

Leasehold Information:

The property is subject to a long lease for a term of 99 years from 29th September 1964 (approx. 46 years unexpired) at a ground rent is £25 per annum. The lease also includes a separate lock up garage at an additional ground rent of £24 per annum.

Total Ground Rent Income: £49 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable

LOT 42

Freehold Ground Rent

*Guide Price: £6,000 - £7,000 (+Fees)

Freehold Ground Rent, 21 Springs Avenue, Catshill, Bromsgrove, B61 0NU



Property Description:

A Freehold Ground Rent secured upon an mid town house, set back from the road behind a driveway. The freehold also includes a separate lock up garage which is contained in the lease at an additional ground rent.

The property forms part of a residential estate and Springs Avenue leads off Wildmoor Lane which, in turn, leads off Stourbridge Road (A409), approximately two miles to the north of Bromsgrove Town Centre.

Leasehold Information:

The property is subject to a long lease for a term of 99 years from 29th September 1964 (approx. 46 years unexpired) at a ground rent is £25 per annum. The lease also includes a separate lock up garage at an additional ground rent of £24 per annum.

Total Ground Rent Income: £49 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable

LOT 43**Freehold Vacant Semi Detached House with Three Bedrooms**

*Guide Price: £120,000 - £130,000 (+Fees)

By Instructions of Daventry District Council**48 Jubilee Road, Daventry, Northamptonshire, NN11 9HB****Property Description:**

A semi detached house of two storey brick construction surmounted by a pitched tile clad roof providing well laid out accommodation, benefiting from mostly UPVC double glazed windows and gas fired central heating but requiring some cosmetic improvement and modernisation.

Jubilee Road comprises of a cul-de-sac leading off Western Avenue and the property is situated adjacent to a public park and play area, conveniently located within close proximity to Daventry Town Centre. Daventry comprises of a popular Northamptonshire Market Town situated 10 miles to the South West of Rugby, 14 miles to the West of Northampton and approximately 90 miles to the North West of London.

Accommodation:**Ground Floor**

Reception Hall, Lounge, Kitchen with a range of fitted units, Dining Room, Covered Side Passageway with Toilet and Two Store Rooms

**First Floor**

Stairs and Landing, Three Bedrooms, Bathroom with bath having 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



Daventry District Council



LOT 44

344 - 346 Gillott Road, Edgbaston, Birmingham, West Midlands B16 0RS



Property Description:

A long established flat conversion comprising a pair of substantial three storey semi detached former houses converted into 10 self-contained flats approached by way of a central communal hallway with security entry door system and benefiting from gas fired central heating and UPVC double glazed windows.

The property is of brick construction with pitched tile clad roof and set back from the road behind a tarmacadam forecourt providing residents car parking.

Gillott Road forms part of an established residential area containing a wide range of private dwelling houses, flats and houses in multiple occupation and the property is situated in the central section of Gillott Road between Rotton Park Road and Portland Road conveniently within a short walk from Edgbaston Reservoir and within one mile from Bearwood High Street and two miles to the west of Birmingham City Centre.

Tenancy Information

All flats are fully let on Assured Shorthold Tenancies as follows:

344 Gillott Road:

Flat One: £510 pcm
Flat Two: £420 pcm
Flat Three: £475 pcm
Flat Four: £440 pcm
Flat Five: £490 pcm

Current Rental Income: £2,335pcm (£28,020pa)

All tenants pay council tax, water, gas and electric

346 Gillott Road:

Flat One: Currently vacant and being marketed at £490pcm

Flat Two: £480pcm

Flat Three: £485pcm

Flat Four: Vacant - requiring some modernisation (previously let at £440pcm)

Flat Five: £490pcm

Current Rental Income: £1,455pcm (£17,460 pa)

Potential Rental Income (when fully let): £2,385pcm (£28,620 pa)

Note: All tenants pay council tax, water and gas. Electric is sub-metered and the tenants pay the landlord direct

Total Current Rental Income: £3,790pcm (£45,480pa)

Total Potential Rental Income (when fully let): £4,720pcm (£56,640 pa)

Accommodation

Communal Reception Hall with security door entry system

Ground Floor

Flat 1/344: Entrance Hall, Lounge, Kitchen, Double Bedroom, Bathroom inc. bath with shower, wash basin and wc

Flat 1/346: Reception Hall, Lounge, Kitchen, Double Bedroom, Bathroom inc. bath with shower, wash basin and wc

Flat 2/344: One Bedroom Flat (not inspected)

Flat 2/346: One Bedroom Flat (not inspected)

First Floor

Flat 3/344: Entrance Hall, Lounge, Double Bedroom, Kitchen, Bathroom inc. bath with shower, wash basin and wc

Flat 3/346: One Bedroom Flat (not inspected)

Flat 4/344: Studio Flat (not inspected)

Flat 4/346: Studio Flat (not inspected)

Second Floor

Flat 5/344: Reception Hall, Lounge/Dining Room, Kitchen, Double Bedroom, Bathroom inc. bath with shower, wash basin and wc

Flat 5/346: One Bedroom Flat (not inspected)

Outside:

Front: Tarmacadam forecourt providing off road car parking, pedestrian side access to rear

Rear: Garden

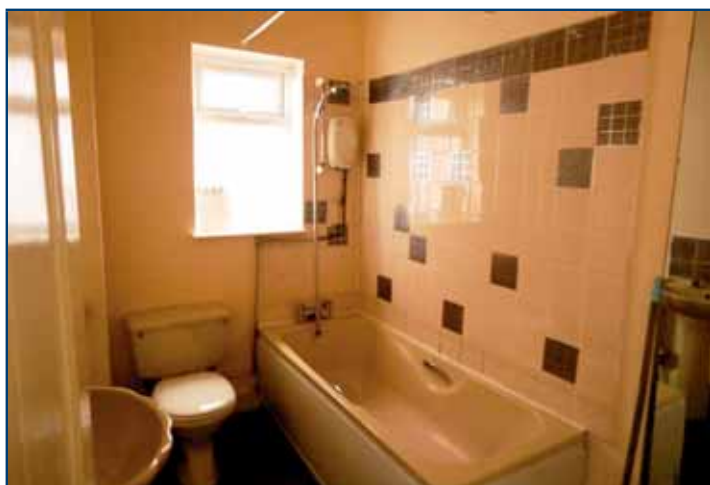
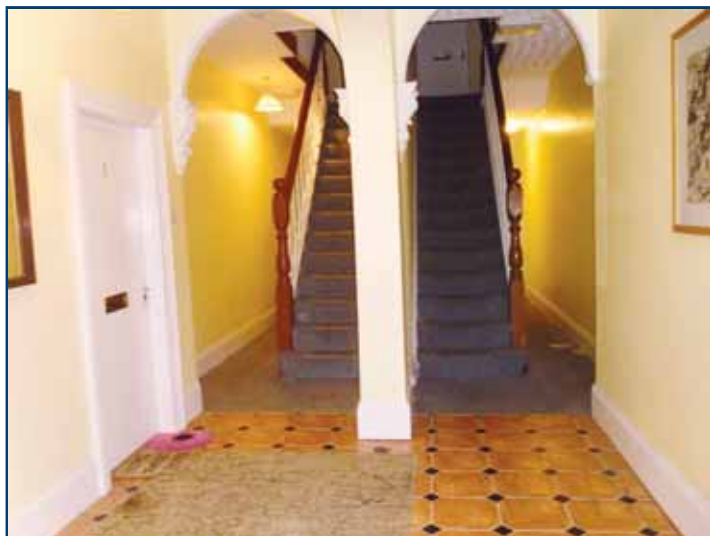
Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

Freehold Investment - 10 Self-contained Flats - Income Circa £56,000pa (When Fully Let)
*Guide Price: £650,000 PLUS (+Fees)



LOT 45

Freehold Vacant Possession (Five Bedroom House) *Guide Price: £115,000 - £125,000 (+Fees)

51 Harrowby Place, Willenhall, West Midlands, WV13 2RA



Property Description:

A substantially extended semi-detached property of rendered brick construction surmounted by a tiled roof and set back from the road behind a paved foregarden and hard standing driveway giving access to garage and allowing for off road parking. The property benefits from having UPVC double glazed windows, gas fired central heating, 5 Bedrooms and double length tandem garage however does require some refurbishment and repair. Harrowby Place is located off The Crescent which in turn is found off Wolverhampton Road West (B4464)

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Reception Room and Kitchen, Stairs

First Floor

Landing, 5 Bedrooms and Wet Room with electric shower, wash basin and WC

Outside:

Front Paved foregarden and hard standing driveway giving access to double length tandem garage allowing for off road parking

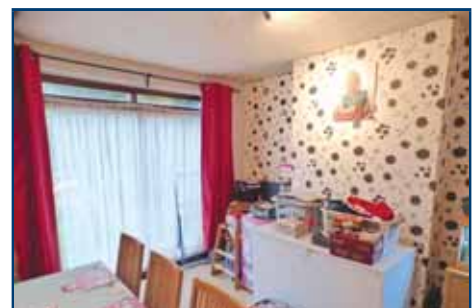
Rear Lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 46**Freehold Vacant Terraced House with Three Bedrooms & Garage**

*Guide Price: £125,000 - £135,000 (+Fees)

22 Frances Road, Erdington, Birmingham, West Midlands B23 7LE**Property Description:**

A traditional villa style mid terraced house of two storey brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating, three bedrooms and rear garage, providing generous well laid out accommodation but requiring modernisation and improvement. Frances Road forms part of an established residential area and leads directly off Slade Road which in turn leads off Reservoir Road and the property is conveniently located within one mile from Erdington High Street, Gravelly Hill Railway Station and the M6 Motorway (junction 6).

Accommodation:**Ground Floor**

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

First Floor

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

Outside:

Front: Foregarden

Rear: Yard/garden with large block built garage with roller shutter door and accessed by way of a shared rear driveway.

Viewings: Via Cottons – 0121 247 2233

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


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LOT 47

Freehold Vacant Town House with Three Bedrooms & Garage

*Guide Price: £95,000 - £100,000 (+Fees)

86 Nash Square, Perry Barr, Birmingham, West Midlands, B42 2EX



Property Description:

A modern mid town house providing deceptive and well laid out accommodation which includes three bedrooms and benefits from UPVC double glazed windows, gas fired central heating and garage located to the rear.

The property is pleasantly situated overlooking open space and Nash Square comprises of a cul-de-sac containing a range of town houses and apartments and is located directly off Aldridge Road approximately half a mile to the north of the junction with Walsall Road (A34) which provides access to local shops, amenities and railway station at Perry Barr including The One Stop Shopping Centre.

Accommodation:

Ground Floor

Entrance Hall, Reception Hall, Cloak Room with wc

and wash basin, Utility/Boiler Cupboard, Breakfast Kitchen with a range of fitted units, Large L-shaped Lounge/Dining Room

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bathroom with panelled bath, separate shower, pedestal wash basin and wc

Outside:

Front: Forgarden

Rear: Generous garden with yard area, paved hard standing and a lock up garage with rear vehicular access from a secure gated right of way.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 48
Freehold Residential Investment - Producing £7,800 per annum

*Guide Price: £90,000 - £98,000 (+Fees)

18 Hay Road, Hay Mills, Birmingham, West Midlands B25 8HY
Property Description:

A traditional two storey mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and modern kitchen and bathroom fittings.

The property is situated directly fronting the pavement forming part of an established residential area and Hay Road comprises of a cul-de-sac which leads via George Road off Speedwell Road conveniently located within less than a quarter of a mile from Coventry Road (A45) providing access to a wide range of amenities and services.

The property is currently let on an Assured Shorthold Tenancy at a rent of £650 per calendar month (£7,800 per annum)

Accommodation
Ground Floor

Two Reception Rooms, Kitchen

First Floor

Stairs and Landing, Two Bedrooms, Bathroom with wc

Outside:

Rear: Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 49
Freehold Residential Investment - Producing £7,800 per annum

*Guide Price: £90,000 - £98,000 (+Fees)

22 Hay Road, Hay Mills, Birmingham, West Midlands B25 8HY
Property Description:

A traditional two storey mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and modern kitchen and bathroom fittings.

The property is situated directly fronting the pavement forming part of an established residential area and Hay Road comprises of a cul-de-sac which leads via George Road off Speedwell Road and the property is conveniently within less than a quarter of a mile from Coventry Road (A45) providing access to a wide range of amenities and services.

The property is currently let on an Assured Shorthold Tenancy at a rent of £650 per calendar month (£7,800 per annum)

Accommodation
Ground Floor

Two Reception Rooms, Kitchen

First Floor

Stairs and Landing, Two Bedrooms, Bathroom with wc

Outside:

Rear: Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 50
Freehold Three Bedroomed Vacant House

*Guide Price: £132,000 - £142,000 (+Fees)

107 Lyncroft Road, Birmingham, West Midlands B11 3EJ
Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved and tarmac covered foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating along with modern kitchen fittings. Lyncroft Road is located off both Spring Road and Shaftmoor Lane the latter providing direct access to Stratford Road (A34) the property is within approximately half a miles distance from the main shops and amenities located on Stratford Road

Accommodation:
Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby, Stairs

First Floor

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

Outside:

Front Paved and tarmac covered foregarden allowing for off road parking

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 51

Long Leasehold Vacant Flat (125 Years Unexpired)

*Guide Price: £30,000 - £35,000 (+Fees)

2A High Street, Lye, Stourbridge, West Midlands DY9 8JT

Property Description:

A first floor flat forming part of a three storey brick built development comprising of a ground floor retail parade with residential flats over. The property benefits from UPVC double glazed windows, gas fired central heating and offers well laid out accommodation.

The development is prominently situated at the junction with High Street and Dudley Road, the latter providing vehicular access to a rear service yard and internal stairs leading to the residential flats.

Accommodation:

First Floor

Entrance Hall, Lounge, Bedroom, Kitchen,

Bathroom having panel bath, wash basin and wc.

Outside: External yard/patio area

Leasehold Information

Term: 125 years from and including 17th October 2016 and to and including 16th October 2141

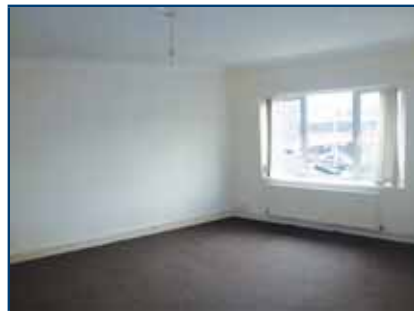
Rent : Refer to legal pack

Service Charge : Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 52

Long Leasehold Vacant Flat (125 Years Unexpired)

*Guide Price: £30,000 - £35,000 (+Fees)

3B High Street, Lye, Stourbridge, West Midlands DY9 8JT

Property Description:

A first floor flat forming part of a three storey brick built development comprising of a ground floor retail parade with residential flats over. The property benefits from UPVC double glazed windows, gas fired central heating and offers well laid out accommodation.

The development is prominently situated at the junction with High Street and Dudley Road, the latter providing vehicular access to a rear service yard and internal stairs leading to the residential flats.

Accommodation:

First Floor

Entrance Hall, Lounge, Bedroom, Kitchen and

Bathroom having panel bath with electric shower over, wash basin and wc.

Outside: External yard/patio area

Leasehold Information

Term: 125 years from and including 24th October 2016 and to and including 23rd October 2141

Rent : Refer to legal pack

Service Charge : Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 53

Freehold Retail and Flat Investment

*Guide Price: £90,000 - £98,000 (+Fees)

By Instruction of The Joint LPA Receivers

504 Stafford Road, Wolverhampton, West Midlands WV10 6AN

Property Description:

An investment opportunity comprising of a ground floor Barbers shop with first floor flat contained within a semi-detached premises of two storey brick construction with pitched tile clad roof, set back behind a forecourt. The property benefits from part UPVC double glazed windows and shared access to rear car parking area.

Stafford Road (A441) is a busy arterial road having a high volume of passing trade and the property is situated within approximately two miles to the north of Wolverhampton City Centre and one mile to the south of the M54 Motorway (junction 2). We understand the property was previously used as a banking premises and has since been long established as a hairdressing salon/barbers shop serving the surrounding predominately residential catchment area.

Tenancy Information

Ground Floor: Trading as Mac's Barbers on a lease for a term of 3 years from 1st April 2017 at a rental of £8,000 p.a. rising to £8,750 p.a. in year 2 and to £9,250 p.a. in year 3

First Floor Flat: Let on an Assured Shorthold Tenancy since 5th December 2015 at a rental of £386 p.c.m. (£4,632 p.a.).

Accommodation:

Ground Floor

Barber's Shop/Salon, Staff Room, Office, Toilet.

Total: 38sq.mtrs (404sq.ft)

First Floor

Self-contained Flat: External Stairs to Lounge, Kitchen, Bedroom, Box Room, Bathroom with wc.

Outside:

Front: Forecourt providing customer car parking

Rear: Yard/Car parking and long garden

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

Viewings: Via Cottons - 0121 2472233

Note: The tenancy and accommodation details are provided by the current managing agents Michael Tromans & Co



Behr&Co
 CHARTERED SURVEYORS

LOT 54

Freehold Vacant Possession (3 Bedroom House with Parking)

*Guide Price: £78,000 - £86,000 (+Fees)

3 Jackson Close, Oldbury, West Midlands B68 8QA

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden allowing for the potential of off road parking. The property benefits from having UPVC double glazing and gas fired central heating however does require some modernisation and improvement. The property further benefits from having a former garage/parking space allocated to the rear of the property. Jackson Close is located off Jackson Street which in turn is found off Joinings Bank

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front Foregarden allowing for the potential of off road parking

Rear Lawned garden and additional former garage/car parking space

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 55

Freehold Vacant Extended Detached House

*Guide Price: £325,000 - £345,000 (+Fees)

132 Hamstead Hall Road, Handsworth Wood, Birmingham, West Midlands, B20 1JB



Property Description:

An extended three bedroomed detached property of rendered brick construction surmounted by a tiled roof situated on a corner plot extending to a site area of approximately 791 sq.mtrs. The property has two driveways allowing for off road parking. The main building has been part refurbished to include electrical works, UPVC double glazing, plumbing for gas fired central heating and re-plastering. The extension has had first fix electrics, insulation installed and has passed Building regulation to date, however both parts require completion. The property occupies part of a sizable plot and may be suitable for further extension/redevelopment works subject to obtaining the correct planning permission from Birmingham City Council. The property is located on the corner of Hamstead Hall Road and Westover Road close to the junctions with Underwood Road and Vernon Avenue.

Accommodation

Ground Floor

Entrance Hallway, Through Lounge, Kitchen, L-shaped side and rear Extension, Stairs

First Floor

3 Bedrooms and Bathroom (no fitments)

Outside:

Front and side Driveway x 2 allowing for off road parking and side garden

Rear Large lawned garden

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



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

LOT 56
Freehold Vacant Supermarket with Warehouse and Separate Workshop

*Guide Price: £165,000 - £180,000 (+Fees)

95 Southwell Road West, Mansfield, Nottinghamshire, NG18 4EX

Property Description:

A single storey commercial premises comprising of a retail supermarket of brick construction with hipped tile clad roof, set back from the road behind a forecourt parking area along with an attached warehouse premises of predominantly block construction with steel framed pitched roof and an adjacent workshop/warehouse premises with prefabricated concrete walls and a pitched roof.

The property most recently traded as a Polish Supermarket closing in April 2017 due to bereavement and may be suitable for a variety of commercial uses including subdivision.

The property fronts the busy Southwell Road West (A6191) within one mile to the south east of Mansfield Town Centre and Mansfield comprises of a market town approximately twelve miles to the north of Nottingham and accessed from The M1 Motorway (junction 28).

Accommodation:
Ground Floor

Retail Supermarket: 128sq.mtrs (1,378sq.ft) with roller shutter protection, Staff Toilet with wc and wash basin, Office/Staff Room: 21.8sq.mtrs (234sq.ft), Adjoining Warehouse Premises: 200.69sq.mtrs (2,160sq.ft) with front roller shutter

door providing vehicular access with eaves height of 3.37mtrs (11ft), Separate Workshop/Warehouse Premises: 228.76sq.mtrs (2,462sq.ft) with roller shutter door with eaves height of 2.8 mtrs (9ft 3inches)

Outside:

Forecourt parking area to supermarket and a right of way to the rear unit

Note: All retail fixtures and fittings are excluded from the sale and will be removed.


Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



LOT 57

Freehold Site and Religious Building with Vacant Possession *Guide Price: £90,000 - £100,000 (+Fees)

The Christadelphian Hall, Cinder Bank, Dudley, West Midlands, DY2 9BP



Property Description:

A prominent corner site with an area of approximately 836.05 sq m (0.21 acres) which, although having a significant frontage to Cinder Bank, is approached via Halton Street at its junction with Upton Street. The site is currently developed to provide a Church building.

The property is located in a mixed-use area, although the predominant land use in the immediate locality is residential in nature.

The site may be suitable for continued community use or may be used for alternative purposes or re-developed, most probably for residential use, subject to statutory consents.

The property is located on the western side of Cinder Bank (A459), approximately one mile south of Dudley Town Centre.

The main Church Hall building is purpose-built and of single-storey brickwork construction, with a pitched slate roof.

There are a number of single-storey annexes or additions to the sides of the Church Hall, forming the reception area, toilets, kitchen and meeting room. These additions are of single-storey brickwork construction, with flat mineral felt roofs.

There is a walled tarmac-surfaced car park in front of the building, facing Cinder Bank.

The property is likely to be of interest to owner-occupiers and developers.

Accommodation:

Ground Floor

Reception
Church Hall with raised Altar: 101.3 sqm (1,091 sqft)
Meeting Room: 25.4 sq m (274 sq ft)
Kitchen: 11.9 sq m (128 sq ft)
Male Toilet with three urinals, one wc and two wash basins
Female Toilet with two wc's, two wash basins and, Including storage area: 1.9 sq m (21 sq ft).
Total Net Internal Area: 140.5sqm (1,514sqft)

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 58
Freehold Vacant Two Bedroom Cottage

*Guide Price: £290,000 - £300,000 (+Fees)

Yew Tree Cottage, Foundry Lane, Loosley Row, Princes Risborough, Buckinghamshire, HP27 0NY

Property Description:

A two bedroom cottage is of brick construction surmounted by a pitched tiled roof and is in need of modernisation located in this highly sought after Chilterns Village. The property was constructed around 1910 and offers considerable scope for improvements.

Yew Tree Cottage is located within the idyllic hamlet of Loosley Row, a hilltop village in the heart of the Chiltern Hills. Princess Risborough is located about 9 miles south of Aylesbury and 8 miles north west of High Wycombe and is a popular commuter location being within approx. 45 minutes of London Marylebone from Princess Risborough Train Station.

Accommodation:
Ground Floor

Living Room, Kitchen, Lean-to, Workshop/Store Room with wc.

First Floor

Bedroom One (Single), Bedroom Two (Double), Bathroom with bath, wash basin and wc.

Outside:

Front: Garden.

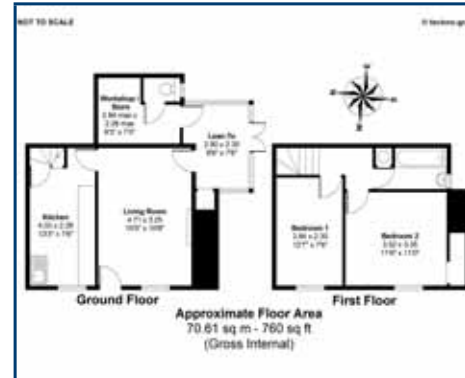
Rear: Garden with paved area.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 59

Freehold Former Police Station and Land with Potential

*Guide Price: £125,000 - £135,000 (+Fees)

On The Instructions of The Administrators of Mar City Developments Limited
Former Police Station & Land, Tremelay Drive, (Tile Hill Lane), Coventry, CV4 9YA



Property Description:

A former neighbourhood police station occupying a rectangular shaped plot extending to an area of approximately 0.35 acres, prominently situated at the junction of Tile Hill Lane and Tremelay Drive. The police station comprises of a two storey building of brick construction with flat roof and the site is part lawned and part hard standing with a electricity substation located to the rear section. The property forms part of a well regarded and popular residential area and Tremelay Drive comprises of a modern residential development on land formerly occupied by Tile Hill College. Tile Hill Lane leads directly off Dunchurch Highway (A45) providing access around the City and to both the M42 and M69 Motorways and the property is within two miles to the west of Coventry City Centre.

Accommodation:

Ground Floor

Front Reception Hall, Side Entrance Hall, Female Changing Room, Shower Room and Toilets: 16.91sq.mtrs (182sq.ft), Gents Changing Room, Shower Room and Toilets: 29.94sq.mtrs (322sq.ft), Kitchen/Staff Room: 7.59sq.mtrs (81sq.ft),

Office One: 5.52sq.mtrs (59sq.ft), Lobby with meter cupboard, Office Two: 14.53sq.mtrs (156sq.ft)

First Floor

Stairs and Landing, Office Three: 6.34sq.mtrs (68sq.ft), Office Four: 10.05sq.mtrs (108sq.ft), Office Five: 6.34sq.mtrs (68sq.ft), Office Six: Open Plan: 29.18sq.mtrs (314sq.ft)

Outside:

Lawned foregarden, secure yard area around the main building

Rear: Hard standing; containing an electricity substation (refer to the legal pack for full details).

Planning

The property may have potential for alternative use or future residential development and all interested parties should discuss any proposals which they may have for the site, prior to bidding, with the local planning department at Coventry City Council.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233

Note: The postcode relates to properties on Tremelay Drive and is for locational purposes only



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



LOT 60
Freehold Vacant Four Bedroom Three Storey House

*Guide Price: £235,000 - £245,000 (+Fees)

Forgemasters House, 4 Dale End, Dale End Court, Coalbrookdale, Telford, Shropshire, TF8 7DG

Property Description:

This three storey, four bedroomed family home, which has been vastly improved by the current owners.

The property has previously been used as a holiday let and has produced a nightly income of £188.

The property benefits from double glazing, gas central heating, two private car park spaces and enclosed rear garden.

Ironbridge is located 5 minutes walk, which is a renowned and historic village on the River Severn, at the heart of the ironbridge Gorge, in Shropshire.

Accommodation:
Ground Floor

Entrance Hall, Downstairs wc, Kitchen, with access to rear garden, Living Room.

First Floor

Stairs and Landing

Family Bathroom, Bedroom One (Double), Bedroom Two (Double, Bedroom Three (Single)

Second Floor

Stairs and Landing, Bedroom Four (Double), En-Suite with panel bath, with shower over, pedestal washbasin and wc.

Outside:

Front: Two parking spaces and garden.

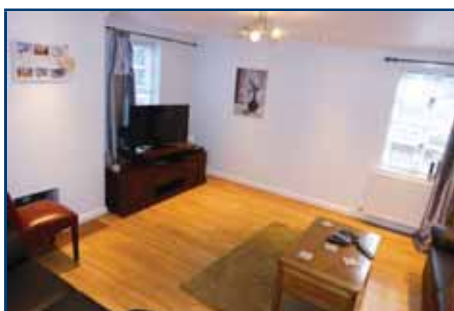
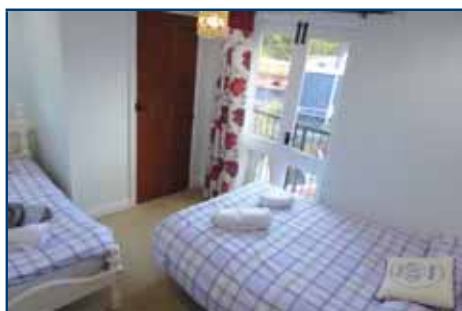
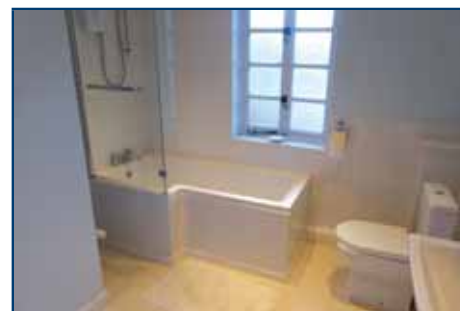
Rear: Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 61

Freehold Vacant Mid Terraced House

*Guide Price: £60,000 - £65,000 (+Fees)

By Instruction of Black Country Housing Group

82 Nimmings Road, Halesowen, West Midlands B62 9JG

Property Description:

A traditional mid terraced house of brick construction with a pitched tile clad roof, set back behind a walled foregarden. The property provides well laid out accommodation and benefits from gas fired central heating and UPVC double glazed windows but requires some cosmetic improvement.

Nimmings Road forms part of an established area and leads directly off Long Lane (A4034) and is conveniently within less than half a mile from both Blackheath Town Centre and Rowley Regis Railway Station.

Accommodation:

Ground Floor

Shared Passageway, Side Entrance Hall, Front Reception Room, Dining Kitchen

First Floor

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

Outside:

Front: Walled foregarden

Rear: Long lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 62

Freehold Vacant Mid Terraced House

*Guide Price: £60,000 - £65,000 (+Fees)

By Instruction of Black Country Housing Group

109 Nimmings Road, Halesowen, West Midlands B62 9JH

Property Description:

A traditional mid terraced house of brick construction with a pitched tile clad roof set back behind a walled foregarden. The property provides well laid out accommodation and benefits from UPVC double glazed windows and gas fired central heating but requires some cosmetic improvement.

Nimmings Road forms part of an established area and leads directly off Long Lane (A4034) conveniently within less than half a mile from both Blackheath Town Centre and Rowley Regis Railway Station.

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front: Walled foregarden

Rear: Yard with pedestrian right of way, brick stores and a long lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



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LOT 63
Freehold Vacant Three Bedroom End Terraced House

*Guide Price: £60,000 - £66,000 (+Fees)

21 Crawford Avenue, Wolverhampton, West Midlands WV4 6PL
Property Description:

An end terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, benefitting from gas fired central heating and three bedrooms, but requiring some modernisation and improvement throughout.

The property forms part of an established residential area and Crawford Avenue leads directly off Hill Avenue which, in turn, leads off Birmingham New Road (A4123), providing direct access to Wolverhampton City Centre, being approximately two miles to the north.

Accommodation:
Ground Floor

Entrance Hall, Lounge, Dining Kitchen, Rear Entrance Hall, Separate wc.

First Floor

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

Outside:

Front: Lawned foregarden, pedestrian side access to the rear.

Rear: Lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


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LOT 64

Freehold Vacant Three Bedroom Semi Detached House with Garage

*Guide Price: £100,000 - £110,000 (+Fees)

178 Southgate Road, Great Barr, Birmingham, West Midlands B44 9AJ

Property Description:

A semi detached house of two storey brick construction surmounted by a hipped tile clad roof, providing well laid out accommodation which includes an extended kitchen and benefiting from mostly UPVC double glazed windows, electric storage heating and rear garage but requiring complete modernisation and improvement throughout. The property forms part of an established and popular residential area and is located to the southern section of Southgate Road between the junctions of Amblecote Avenue and Fairbourne Avenue. Southgate Road leads via Dunedin Road off Kingstanding Road which provides direct access to a wide range of local retail services and amenities and the property is within one and a quarter mile distance from Sutton Park.

Accommodation:

Ground Floor

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

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Wet Room with shower, wash basin and wc

Outside:

Front: Foregarden set behind a mature hedge, covered side passageway to rear

Rear: Yard and overgrown garden with freestanding garage accessed from the rear via a secure gated right of way

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

HARRY R. BARBER. F.R.I.C.S.

CHARTERED SURVEYOR
ESTATE AGENT, VALUER AND AUCTIONEER



LOT 65

Freehold Vacant Semi Detached House

*Guide Price: £60,000 - £65,000 (+Fees)

By Instruction of Black Country Housing Group

29 Albert Street, Lye, Stourbridge, West Midlands DY9 8AG

Property Description:

A two bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a small walled foregarden. The property benefits from having majority UPVC double glazed windows and gas fired central heating. Albert Street is located off Cemetery Road which in turn is found off Pedmore Road (A4036). The property is within approximately half a miles distance to Lye High Street which provides a wide range of shops and amenities.

Accommodation:

Ground Floor

Lounge, Inner Hallway, Kitchen/Diner, Under-stairs Storage Cupboard, Stairs

First Floor

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

Outside:

Front Small walled foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 66
Freehold Vacant Mid Terraced House

*Guide Price: £62,000 - £67,000 (+Fees)

By Instruction of Black Country Housing Group
47 Albert Street, Lye, Stourbridge, West Midlands DY9 8AQ
Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having double glazed windows (majority UPVC) and gas fired central heating. Albert Street is located off Cemetery Road which in turn is found off Pedmore Road (A4036). The property is within approximately half a miles distance to Lye High Street which provides a wide range of shops and amenities.

Accommodation:
Ground Floor

Lounge, Dining Room, Inner Lobby, Kitchen, Store Cupboard and Bathroom having panelled bath, wash basin and WC, Stairs

First Floor

3 Bedrooms

Outside:

Rear Small yard area and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 67
Freehold Vacant Possession

*Guide Price: £85,000 - £90,000 (+Fees)

35 Shaftesbury Street, West Bromwich, West Midlands B71 1LP
Property Description:

A conveniently located double fronted mid-terraced house of two storey brick construction set back behind a lawned foregarden. The property benefits from having UPVC double glazed windows but does require modernisation. Shaftesbury Street forms part of an established residential estate and leads off West Bromwich High Street where there are shops and amenities nearby.

Accommodation:
Ground Floor

Entrance Hallway, Two Reception Rooms, Kitchen, Coal Store, WC

First Floor

Stairs and Landing, Three well proportioned bedrooms, Bathroom having 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


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As well as assisting clients selling via auction, Cottons have a specialist Estate Agency team dedicated to marketing properties for sale on the open market via private treaty. Covering the whole of Birmingham we at Cottons are tailored to provide superior marketing methods and offer an extensive and diverse service to assist any client, regardless of their situation.

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domalley@cottons.co.uk

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

www.cottons.co.uk



LOT 68

Freehold Vacant End Terraced House

*Guide Price: £60,000 - £70,000 (+Fees)

12 Cathel Drive, Great Barr, Birmingham, West Midlands B42 1HH

Property Description:

An end terraced house of traditional brick construction surmounted by a hipped tile clad roof, situated in an established and popular residential area and requires complete repair and refurbishment throughout.

The property benefits from two double bedrooms with bedroom one having potential for subdivision to provide a total of three bedrooms if required.

Cathel Drive comprises of a cul-de-sac which leads directly of Dyas Avenue and which in turn leads off Walsall Road (A34) providing direct access to the Scott Arms Shopping Centre being within one mile and to the M6 Motorway (junction 7) being within one and a half miles.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Dining Kitchen

First Floor

Bedroom One (large double) having potential for subdivision, Bedroom Two (double), Bathroom with bath, wash basin and wc

Outside:

Front: Lawned foregarden, pedestrian side access to rear
Rear: Yard and overgrown garden which may have potential for rear parking subject to confirming vehicular rights of way.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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of MERE GREEN

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

on **WEDNESDAY 14th FEBRUARY 2018**

at Aston Villa Football Club, Aston Villa, Birmingham.
please complete the slip found on the back of the viewing schedule
and hand it to us at the auction or post it to us at the address provided.

Cottons

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Merry Christmas
&
Happy New Year



We look forward to seeing you in 2018 on the following dates

Wednesday 14th February
Tuesday 27th March
Thursday 24th May
Thursday 12th July
Tuesday 18th September
Thursday 25th October
Thursday 13th December

| | | | | |
|---|--|--|--|---|
|  | <p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 20th November 2017</p> <p>This will be added to the Legal Pack and available on our website.</p> |  |  |  |
| Lot 19 | Lot 24 | Lot 26 | Lot 33 | Lot 34 |
|  |  | <p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 15th November 2017</p> <p>This will be added to the Legal Pack and available on our website.</p> | | |
| Lot 53 | Lot 56 | Lot 59 | | |

Cottons

CHARTERED SURVEYORS

OFFERS

We welcome pre-auction offers which will be submitted to the sellers for their consideration. Upon receipt of the sellers decision, when possible we will as a matter of courtesy advise accordingly.

All offers are to be submitted in writing, this can be emailed to us at **auctions@cottons.co.uk**

Please provide your full name, address and contact number together with details of the offer you wish to submit.

All pre-auction offers are void on the day of our auction if not accepted prior to the auction date.

For any further details please call the **Auction Team** on **0121 247 2233**

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 (please one tick) ☐ PROXY (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"/> |

Please provide your bank details for refund on un-successful bids.

Name of Account Holder Account No. Sort Code

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, via BACS payment to the account details provided above or if not completed by cheque to the bidder information above.



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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

(Edition 3 August 2009) Reproduced with the consent of the RICS No responsibility for loss occasioned to any person acting or refraining, from auction as a result of the material included in this publication can be accepted by the author or publisher. © Royal Institution of Chartered Surveyors August 2009

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:
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