

24th MAY 2018

# Cottons

CHARTERED SURVEYORS

## AUCTION

THURSDAY 24th MAY 2018

11:00 AM

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## LOCATION

ASTON VILLA FOOTBALL CLUB

VILLA PARK

BIRMINGHAM

B6 6HE

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0121 247 2233 [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)

**[www.cottons.co.uk](http://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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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](http://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 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.

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

We do not accept Credit Cards or Cards linked to a Business or Corporate Account.

### 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 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.

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 £950 (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.

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

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

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

### Misrepresentation Act

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

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

### Definition

#### Definition of Guide Prices

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

#### Definition of Reserve Price

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

# A COLLECTIVE AUCTION SALE of 45 LOTS

## Order of Sale

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Land and Development Opportunities. By instruction of a variety of Vendors including, Solicitors, LPA Receivers, Joint Property Agents, Companies, Private Clients and including surplus properties by kind Instruction of Dudley Metropolitan Borough Council.



1	13 HANDSWORTH NEW RD, B'HAM, B18	Freehold Vacant Residential	38	15 CHURCHFIELDS RD, WEDNESBURY, WS10	Freehold Vacant Residential
2	10 DAVIES AVENUE, BILSTON, WV14	Freehold Vacant Residential	39	2A ELLIOTT RD, SELLY OAK, B29	Freehold Vacant Commercial
3	23 DAVIES AVENUE, BILSTON, WV14	Freehold Vacant Residential	40	FLAT 19 RADBROOK HALL CT, SHREWSBURY, SY3	Leasehold Vacant Residential
4	FLAT 3, 79 FOUNTAIN RD, EDGBASTON, B17	Leasehold Vacant Residential	41	FLAT 29 RADBROOK HALL CT, SHREWSBURY, SY3	Leasehold Vacant Residential
5	57 NEWLAND ROAD, BIRMINGHAM, B9	Freehold Vacant Residential	42	85 BANKDALE RD, WARD END, B8 2AA	Freehold Vacant Residential
6	47 WILLES ROAD, WINSON GREEN, B18	Freehold Residential Inv.	43	67 GIBBONS RD, SUTTON COLDFIELD, B75	Freehold Vacant Residential
7	FLAT 2, 12 PORT ST, EVESHAM, WR11	Leasehold Vacant Residential	44	17 GLENEAGLES RD, YARDLEY, B26	Freehold Vacant Residential
8	207 HIGH STREET, DUDLEY, DY1	Freehold Vacant Comm	45	41 ROMA ROAD, TYSELEY, B11	Freehold Vacant Residential
9	99 WELLINGTON ROAD, B'HAM, B20	Freehold Residential Inv.			
10	REAR OF 395 LODGE RD, HOCKLEY, B18	Freehold Vacant Comm.			
11	112 WINDSOR AVENUE, WOLV., WV4	Freehold Vacant Residential			
12	LAND ADJ 17 REGENT ST, BILSTON, WV14	Freehold Building Plot			
13	LAND 1 MALLIN DRIVE, TIVIDALE, B69	Freehold Building Plot			
14	18 ROWAN CT, DROITWICH, WR9	Leasehold Vacant Residential			
15	69 CHAMBERLAIN CRES., SHIRLEY, B90	Freehold Vacant Residential			
16	101 HAWTHORN RD, KINGSTANDING, B44	Freehold Vacant Shop/Flat			
17	INKFORD HOTEL, HILL LN, WYTHALL, B47	Freehold Vacant Hotel			
18	THE COURTYARD & 4A & 4B HIGH ST, CV47	Freehold Vacant Comm.			
19	75 STANMORE RD, EDGBASTON, B16	Freehold Residential Inv.			
20	1258 STRATFORD RD, HALL GREEN, B28	Freehold Vacant Residential			
21	43 - 45 HIGH ST, STUDLEY, B80	Freehold Vacant Restaurant			
22	41 LUPIN ROAD, DUDLEY, DY2	Freehold Vacant Commercial			
23	9 SOUTHBOURNE AV, WALSALL, WS2	Freehold Vacant Residential			
24	LAND ADJ 2 LYDD CROFT, B'HAM, B35	Freehold Building Plot			
25	1010 STRATFORD RD, HALL GREEN, B28	Freehold Pt Vacant Comm.			
26	100 MAYPOLE LANE, KINGS HEATH, B14	Freehold Vacant Residential			
27	LAND AT PARK ST, ROWLEY REGIS, B65	Freehold Building Plot			
28	73 GREAT BRIDGE, TIPTON, DY4	Freehold Commercial Inv.			
29	115 LYDE GREEN, HALESOWEN, B63	Leasehold Vacant Residential			
30	ROSEVILLE, ETtingshall RD, W'OLV. WV2	Freehold Vacant Residential			
31	27 CECIL ST, THE BUTTS, WALSALL WS4	Freehold Residential Inv.			
32	FORMER PUB, STATION RD, OLDBURY, B69	Freehold Development Land			
33	BROOKVALE PARK CLUB, ERDINGTON, B23	Freehold Social Club			
34	4, 5, 6, 8, 10/12 & 14 SAXON WAY, B'HAM, B37	Freehold Comm Investment			
35	468 ALUM ROCK ROAD, B'HAM, B8	Freehold Vacant Residential			
36	BLDG PLOT, CLEEVE MOUNT CL, CHELTENHAM,	Freehold Building Plot			
37	10 GLENMEAD ROAD, GREAT BARR, B44	Leasehold 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 Card

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled.

We do not accept Credit Cards or Cards linked to a Business or Corporate Account.

### 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 £950 (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 House with Three Double Bedrooms

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

#### 13 Handsworth New Road, Birmingham, West Midlands B18 4PG

##### Property Description:

A substantial three storey mid-terraced property surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having substantial accommodation including three reception rooms and three double bedrooms however the property does require modernisation and improvement throughout. The property is located on Handsworth New Road (A4040) and is located close to the junction with Preston Road.

##### Accommodation:

###### Ground Floor

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

##### First Floor

Having 2 Double Bedrooms and Bathroom with panelled bath, wash basin and WC, Stairs to

##### Second Floor

Having Bedroom 3 (Double)

##### Outside:

**Front** Walled foregarden

**Rear** Lawned garden

##### Legal Documents:

Available at [www.cottons.co.uk](http://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 £950 (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 Card Payment Accepted

We do not accept Credit Cards or Cards linked to a Business or Corporate Account.

#### 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 2

### Freehold Vacant End Terraced House with Three Bedrooms

\*Guide Price: £50,000 - £57,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

10 Davies Avenue, Bilston, West Midlands WV14 0SG

#### Property Description:

An end terraced house of two storey brick construction surmounted by a pitched tile clad roof, set back from the road behind a foregarden and providing well laid out accommodation benefiting from three bedrooms. The property requires repair and refurbishment throughout.

The property is situated at the junction with Eccleston Drive and forms part of an established residential area. Davies Avenue leads off Highfields Road and the property is situated approximately one mile to the west of Bilston Town Centre.

#### Accommodation:

##### Ground Floor

Porch, Entrance Hall, Dining Kitchen, Lounge, Bathroom with bath, wash basin, wc.

##### First Floor

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

##### Outside:

Front: Foregarden with potential for off road car parking

Rear: Pedestrian side access to garden

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 3

### Freehold Vacant Mid Terraced House with Three Bedrooms

\*Guide Price: £50,000 - £57,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

23 Davies Avenue, Bilston, West Midlands WV14 0SG

#### Property Description:

A mid terraced house of two storey brick construction surmounted by a pitched tile clad roof, set back from the road behind a foregarden and providing well laid out accommodation benefiting from three bedrooms. The property requires repair and refurbishment throughout.

The property forms part of an established residential area and Davies Avenue leads off Highfields Road within approximately one mile to the west of Bilston Town Centre.

#### Accommodation:

##### Ground Floor

Porch, Entrance Hall, Dining Kitchen, Lounge, Shower Room with wash basin and wc.

##### First Floor

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

##### Outside:

Front: Foregarden with potential for off road car parking

Rear: Yard and long garden

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233





## LOT 4

### Long Leasehold (188 Years Unexpired) Vacant One Bedroom Flat

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

#### Flat 3, 79 Fountain Road, Edgbaston, Birmingham, West Midlands B17 8NP

##### Property Description:

A well laid out one bedroom flat situated on the second floor of a substantial converted former dwelling house benefiting from a recently extended lease having 188 years unexpired and requiring modernisation and cosmetic improvement throughout. The property forms part of a popular residential area and Fountain Road leads directly off Hagley Road (A456) and is conveniently within approximately two miles to the west of Birmingham City Centre. Bearwood Shopping Centre is within approximately half a mile containing a wide range of local retail shops.

##### Accommodation:

##### Ground Floor

Communal Entrance Hall, Stairs and Landing

##### Second Floor

Entrance Hall, Lounge, Kitchen with store cupboard, Bathroom with shower bath, pedestal wash basin and wc, Double Bedroom

##### Outside:

Front: Forecourt providing off road parking, pedestrian side access to rear  
Rear: Large rear communal garden

##### Leasehold Information

Lease Term: 189 Years from 27th July 2017  
Ground Rent: One Peppercorn

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

Viewings: Via Cottons - 0121 2472233



## LOT 5

### Freehold Vacant Three Bedroom House

\*Guide Price: £95,000 - £99,000 (+Fees)

#### 57 Newland Road, Small Heath, Birmingham, West Midlands B9 5PS

##### Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from UPVC double glazing and gas fired central heating. Newland Road is a cul-de-sac located off Green Lane which in turn can be found off Hobmoor Road

##### Accommodation:

##### Ground Floor

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

##### First Floor

Landing, 3 Bedrooms

##### Outside:

Front Walled foregarden

Rear Yard

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 6

### Freehold Residential Investment

\*Guide Price: £70,000 - £75,000 (+Fees)

#### 47 Willes Road, Winson Green, Birmingham, West Midlands B18 4PZ

##### Property Description:

A traditional mid terraced house of brick construction with tile clad roof, benefiting from three bedrooms. Willes Road forms part of an established residential area and runs directly between Handsworth New Road (A4040) and Bacchus Road, conveniently within half a mile from Soho Road which provides direct access to a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

##### First Floor

Stairs and Landing, Three Bedrooms

##### Outside:

Front: Small walled foregarden  
Rear: Yard/garden

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233



##### Accommodation:

##### Ground Floor

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

## LOT 7

### Long Leasehold Vacant Flat (985 years unexpired)

\*Guide Price: £56,000 - £62,000 (+Fees)

#### Flat 2, 12 Port Street, Evesham, Worcestershire WR11 1AN

##### Property Description:

A one bedroom ground floor flat situated in a three storey Grade II Listed building directly fronting the pavement. The flat benefits from having well laid out accommodation and electric heating. The property is situated in the Heart of Evesham on Port Street which itself provides a wide range of shops and amenities

##### Outside:

Rear Communal Garden

##### Leasehold Information

**Term:** 999 years from 1 January 1996

**Rent:** Refer to Legal Pack

**Service Charge:** Refer to Legal Pack

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233

##### Accommodation:

##### Ground Floor

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



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

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

**All bidders are required to register with ourselves prior to the commencement of the auction and would request where possible that potential purchasers visit our offices along with the necessary ID and pre-register.**

Thank you in advance for your co-operation.  
If you need any help please contact the Auction Team  
**Tel 0121 247 2233**



**LOT 8**
**Freehold Vacant Retail With Planning for 3 Residential Flats Above.**

\*Guide Price: £125,000 - £135,000 (+20% VAT) (+Fees)

**207 High Street, Dudley, West Midlands DY1 1QQ**
**Property Description:**

The premises comprise a mid-terraced, three-storey building with pitched slate roof, located in the busy section of the High Street, close to the junction with Wolverhampton Street. Nearby occupiers include Barclays Bank, Dominos Pizza and Nationwide.

Dudley is a major town within the West Midlands conurbation. The town is located some ten miles west of Birmingham City Centre, seven miles south west of Walsall and six miles south of Wolverhampton City Centre.

**Planning**

Planning Permission has been granted by Dudley Metropolitan Borough Council for conversion of First and Second Floors to Three Residential Flats. (Planning Application Ref. P17/0267).

**Accommodation:**
**Ground Floor**

Retail Area, Toilet with Wash basin, Inner Hall Store: 46 sq m (496 sq ft).

**First Floor**

Room One, Room Two and Middle Storage Area: 36.3 sq m (391 sq ft).

**Second Floor**

Room One, Room Two and Room Three: 36.3 sq m (391 sq ft)

**Net Internal Area: 118.6 sq m (1,278 sq ft)**

**Legal Documents:**

Available at [www.cottons.co.uk](http://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 9

### Freehold Investment - A Mid Terraced House Producing £595 pcm \*Guide Price: £90,000 - £99,000 (+Fees)

#### 99 Wellington Road, Birmingham, West Midlands B20 2DZ

##### Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched slate clad roof, set back from the road behind a concrete forecourt providing off road car parking.

The property is situated close to the junction with Howard Road and forms part of an established residential area conveniently located within approximately half a mile from Perry Barr Centre which includes The One Stop Shopping Centre and Railway Station.

The property is currently let on an Assured Shorthold Tenancy for the term of six months from 13th April 2018 at a rental of £595 per calendar month (£7,140 per annum) and we understand that the current tenant has been in occupation since 2 July 2012.

##### Accommodation:

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

##### Ground Floor

Front Reception Room, Rear Reception Room, Kitchen

##### First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double) and Bathroom with bath, shower enclosure, pedestal wash basin and wc

##### Outside:

Front: Concrete forecourt providing off road parking  
Rear: Garden

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

External Only



## LOT 10

### Freehold Vacant Two Storey Commercial Unit \*Guide Price: £25,000 - £30,000 (+Fees)

#### Unit to the Rear of 395 Lodge Road, Hockley, Birmingham, West Midlands B18 5PW

##### Property Description:

A two storey commercial unit located via a right of way to the rear of 395 Lodge Road. The property requires improvement and may be suitable for a variety of uses, all interested parties must satisfy themselves in full with Birmingham City Council prior to bidding with any proposals they may have. Lodge Road is located off Heaton Street (A450) and contains a parade of retail units.

##### Accommodation:

##### Ground Floor

Pedestrian access off Lodge Road, Entrance Hallway, WC with wash basin and WC, Room 1 12.45 sq.mtrs (134 sq.ft), Room 2 10.18 sq.mtrs (109 sq.ft), Shower Room having

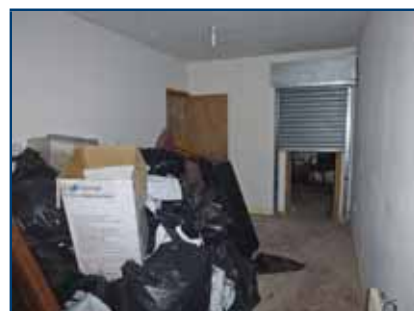
shower cubicle, wash basin 1.5 sq.mtrs (16 sq.ft), Stairs,

##### First Floor

Having Room 3 12.93 sq.mtrs (139 sq.ft)

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – Via Cottons – 0121 247 2233



Entrance To Unit



**LOT 11**
**Freehold Vacant Semi Detached House with Three Bedrooms**

\*Guide Price: £155,000 - £165,000 (+Fees)

**112 Windsor Avenue, Penn, Wolverhampton, WV4 4BN**
**Property Description:**

A semi-detached property of brick construction, surmounted by a tile clad roof set back from the road behind a block paved driveway, allowing access to off-road parking.

The property benefits from UPVC double glazing and central heating.

Windsor Avenue is located off Coalway Road.

**Accommodation:**
**Ground Floor**

Porch, Entrance Hallway, Lounge, Dining Room and Extended Kitchen.

**First Floor**

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

**Outside:**

**Front:** Driveway.

**Rear:** Garden.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233



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## LOT 12

**Freehold Land (Planning Consent for 2 Dwellings)**  
\*Guide Price: £80,000 - £86,000 (+Fees)

### Land Adjacent, 17 Regent Street, Bilston, West Midlands WV14 6AP

#### Property Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of 336 sq.mtrs (3626 sq.ft) occupying a prominent position adjacent to number 17 Regent Street. The land benefits from Planning Permission granted by Wolverhampton City Council for the erection of 2 dwellings. The development has commenced with the build having passed building regulations for the footings and foundation level. Regent Street is located off both Elm Avenue and Dover Street both being found off Wellington Road.

#### Planning

Planning Consent was granted by Wolverhampton City Council for the erection of 2 dwellings (Ref: 15/01129/FUL) and dated 3rd December 2015. The plans approved for the planning consent detail are for a pair of semi-detached houses with the following accommodation:

#### Ground Floor

Lounge, Dining Kitchen, Stairs,

#### First Floor

Landing, 2 Bedrooms and Bathroom

A copy of the Architects plans are available to view from Wolverhampton City Council's web page [www.wolverhampton.gov.uk](http://www.wolverhampton.gov.uk)

**Legal Documents:** Available at [www.cottons.co.uk](http://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



## --- 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 13**
**Freehold Building Plot - Consent for a Two Bedroom Detached Bungalow**

\*Guide Price: £45,000 - £50,000 (+Fees)

**Land Adjoining, 1 Mallen Drive, Tividale, Oldbury, West Midlands B69 1LX**
**Property Description:**

A parcel of land roughly rectangular in shape extending to an area of 283.52sq.mtrs (0.07 acres) and situated directly fronting Mallen Drive adjacent to number 1. The property forms part of a popular modern residential estate containing a range of detached and semi detached dwellings.

Mallen Drive leads off California Road and the site is within one quarter of a mile from New Birmingham Road (A4123) which provides commuting access to the M5 Motorway (junction 2), Birmingham, Dudley and Wolverhampton City Centre.

**Planning**

Planning consent was granted by Sandwell Metropolitan Borough Council on 23 May

2017 (Ref: DC/17/60392) for the erection of one x two bedroom bungalow. Architects' plans approved with the application proposed a detached bungalow having the following accommodation:

**Ground Floor:** Hall, Kitchen, Lounge/Dining Room, Two Bedrooms and Bathroom

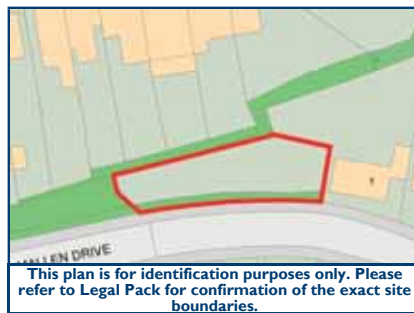
**Outside:** Forecourt car parking area and surrounding gardens.

A copy of the Planning Consent and Architects' drawings are available for inspection from both the Auctioneers and from Sandwell MBC website.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only


**LOT 14**
**Leasehold Vacant Possession**

\*Guide Price: £56,000 - £62,000 (+Fees)

**Flat 18 Rowan Court, Worcester Road, Droitwich, Worcestershire WR9 8AH**
**Property Description:**

A one bedroom first floor apartment situated in a purpose built development set back from the road behind communal gardens and parking area. The property benefits from having UPVC double glazing and electric heating. The retirement development enjoys the benefit of having well maintained gardens, grounds, lawned areas, pathways and seating areas and a further range of facilities are available to residents including residents lounge, laundry room, store room and guests suite. The property is located on Worcester Road and is within walking distance to Droitwich Town Centre which provides a wide range of shops and amenities.

**Please note**

Rowan Court is a Retirement Development with an occupiers age restriction of 55 years or over.

**Accommodation:**
**Ground Floor**

Communal Entrance with secure door entry system giving access to reception area, stairs and lifts to

**First Floor**

Having Entrance Hallway, Lounge/Dining Room, Kitchen, Bedroom and Bathroom with panelled bath with shower, wash basin and WC

**Outside:**

Communal gardens and parking area

**Leasehold Information**

**Term** 99 years from 1 June 1989

**Rent** Refer to legal pack

**Service Charge** Refer to legal pack

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233





**LOT 15**

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

\*Guide Price: £180,000 - £187,000 (+Fees)

**69 Chamberlain Crescent, Shirley, Solihull, West Midlands, B90 2DQ**



**Property Description:**

A semi detached house of two storey brick construction surmounted by hipped tile clad roof, benefiting from mostly UPVC double glazed windows, gas fired central heating, three bedrooms and off road car parking but requiring modernisation and cosmetic improvement throughout.

The property is located in the well regarded and popular residential area of Shirley and Chamberlain Crescent leads directly off Hurdis Road which leads off Haslucks Green Road and provides direct access to Stratford Road (A34) containing a wide range of retail amenities, restaurants and services.

**Accommodation:**

**Ground Floor**

Porch, Entrance Hall, Lounge, Full Width Breakfast Kitchen

**First Floor**

Stairs and Landing, Bedroom One (double), Bedroom (double), bedroom Three (single), Bathroom with panelled bath, pedestal wash basin and wc.

**Outside:**

Front: Concrete foregarden, shared driveway leading to:

Rear: Vehicular gated access to covered parking space, covered yard, predominantly paved garden, brick store and rear pedestrian access.

**Viewings:**

Via Cottons – 0121 247 2233

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)





**LOT 16**
**Freehold Vacant Retail Shop with Self-Contained Flat**

\*Guide Price: £140,000 - £150,000 (+Fees)

**101 Hawthorn Road, Kingstanding, Birmingham, West Midlands, B44 8QT**

**Property Description:**

A mid terraced property of two storey brick construction surmounted by a pitched tile clad roof, comprising of a ground floor retail shop which has traded for many years as a Hardware and DIY shop along with a self-contained one bedroom flat to the first floor.

The retail shop benefits from a useful rear yard with gated vehicular access and the flat benefits from UPVC double glazed windows, gas fired central heating, modern kitchen fitments and is offered for sale in a presentable condition.

The property forms part of a parade of similar retail units, set back from the road behind a deep forecourt. Hawthorn Road is situated directly between Kingstanding Road (B4138) and College Road (A453) and is surrounded by a densely populated residential catchment area.

**Accommodation**
**Ground Floor**

Retail Shop: 45.34sq.mtrs (488sq.ft) with roller shutter front, Store/Workshop: 12.56sq.mtrs (135sq.ft), Internal Storage: 10.26sq.mtrs (110sq.ft), Office, Kitchen

**Flat Accommodation**

Rear Entrance to External Stairs and Landing, Kitchen with a range of modern fitted units, Lounge, Large Landing Area, Shower Room with glazed shower cubicle, pedestal wash basin and wc, Double Bedroom

**Outside:**

Front: Forecourt

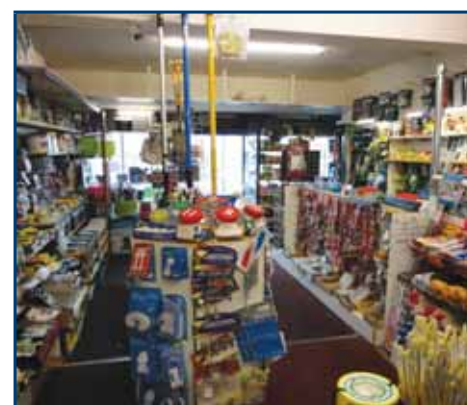
Rear: Yard with secure covered storage area and gated vehicular access from a shared rear right of way

**Viewings:**

Via Cottons - 0121 247 2233

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)



## LOT 17

### Inkford Hotel, Hill Lane, Wythall, Birmingham, West Midlands B47 6DJ



#### Property Description:

A former hotel of brick construction surmounted by a tiled roof occupying a site extending to approximately 2 acres. The property was previously used as a 28 room hotel and has undergone some refurbishment works including re-plastering, first fix electrics, plumbing and tiling and majority double glazed windows however does require further modernisation and improvements. The property may be suitable for a variety of uses and all interested parties must satisfy themselves in full with any proposals they may have with Bromsgrove District Council prior to bidding. The property is located on the Alcester Road (A435) and the site has excellent motorway access being within a quarter of a mile from Junction 3 of the M42 Motorway which in turn provides direct access to the National Exhibition Centre being approximately 15 miles in distance. The property is also within direct access to Birmingham City Centre being approximately 6 miles distance.

#### Planning

Planning Consent was granted by Bromsgrove District Council (Ref 10/0347) and dated the 2nd of July 2010 for the proposed change of use of existing hotel (Use Class C1) to 9 residential units (Use Class C3). A copy of the Architects plans are available to view from Bromsgrove City Council's

web page [www.bromsgroveandredditch.gov.uk](http://www.bromsgroveandredditch.gov.uk)

#### Please Note:

Planning Consent has now lapsed and all interested parties must satisfy themselves in full regarding any proposals they may have with Bromsgrove District Council prior to bidding

#### Accommodation

##### Ground Floor

Front Entrance, Office x 2, Shower Room, Male WC's, Female WC's, Open Plan Lounge/Dining Area, Bar Area, Kitchen Area (no fitments), Boiler Room, Bedrooms 1 to 5 all with en-suite (no fitments), Rear Hallway with stairs,

##### First Floor

Having Bedrooms 6 to 17 all with en-suite shower rooms (no fitments), Store Room x 2, (2 uninspected rooms)

Courtyard Area with further living accommodation

##### Ground floor

5 rooms, internal corridor, 4 further rooms

##### First floor

6 rooms 3 with en-suite shower room (no fitments)

#### Outside:

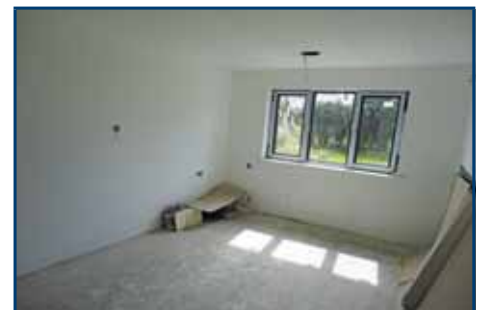
Communal Gardens, large car park for 40 plus vehicles and large paddock

#### Viewings:

Via Cottons - 0121 247 2233

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)





**Freehold Vacant Former 28 Room Hotel with Redevelopment Potential, situated in 2 Acres**  
\*Guide Price: £950,000 PLUS (+20% VAT) (+Fees)



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





## LOT 18

### Freehold Vacant Public House, Shop, Flat and Ground Rent Income

\*Guide Price: £220,000 - £240,000 (+ 20% VAT) (+Fees)

The Courtyard, 4A & 4B High Street, Southam, Warwickshire, CV47 0HA



#### Property Description:

A mixed use investment/business opportunity predominantly with vacant possession and comprising of a public house/bar/restaurant, a retail shop/offices, a separate one bedroom flat and two additional flats subject to a long leasehold interests and providing a ground rent income. The property forms part of a substantial mid terraced three storey period building of brick construction surmounted by a pitched roof and prominently fronting High Street. Southam comprises an historic and popular Warwickshire market town located approximately eight miles east of Leamington Spa, ten miles from Rugby and thirteen miles to the south of Coventry.

#### Accommodation:

##### Ground Floor

##### Public House/Restaurant Premises

Vestibule Entrance to Courtyard: 16.34sq.mtrs (175sq.ft), Open Plan Bar/Restaurant: 112.88sq.mtrs (1,215sq.ft), Corridor to Ladies and Gents Toilets, Kitchen: 15.42sq.mtrs (165sq.ft), Lobby with cellar access: 59.04sq.mtrs (635sq.ft) containing hall and three rooms.

##### Front Retail Shop/Office (self-contained)

Room One: 23.27sq.mtrs (250sq.ft),

Room Two/Three: 14.07sq.mtrs (151sq.ft), Lobby and Toilet with wc and wash basin.

#### First Floor

**Flat/Staff Accommodation** with dual entrance from both High Street and internally from the Public House

Landing, Lounge, Kitchen, Double Bedroom, Bathroom with bath having shower over, pedestal wash basin and wc

Flat A: (Accommodation Not Applicable) Subject to a lease for a term of 150 years from 25th March 2004. Ground Rent: £25 per annum

Flat B: (Accommodation Not Applicable) Subject to a lease for a term of 150 years from 26th May 2004. Ground Rent: £25 per annum

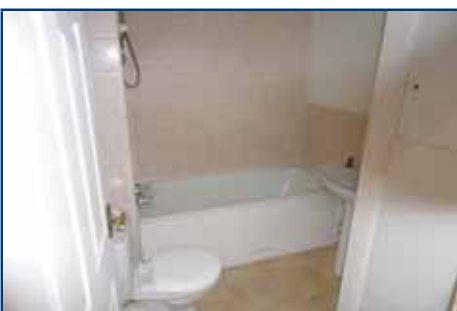
#### Viewings:

Via Cottons – 0121 247 2233

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**BK** Bruton Knowles



**LOT 19**
**Freehold Residential Investment Comprising Eight Studio Flats**

\*Guide Price: £300,000 - £330,000 (+Fees)

**Current Rental Income: £32,220 per annum (Fully Let)**
**75 Stanmore Road, Edgbaston, Birmingham, West Midlands, B16 9SU**

**Property Description:**

A long established residential investment opportunity comprising of eight studio flats contained within a converted end terraced former dwelling house of three storey traditional brick construction surmounted by a pitched tile clad roof, benefiting from mostly UPVC double glazed windows and set back from the road behind a gravelled forecourt.

The property forms part of an established residential area and contains a range of similar dwelling houses, many of which have been converted into flat accommodation. The area is popular with both tenants and owner occupiers and Stanmore Road leads directly off Hagley Road (A456) providing ease of commuting by car or public transport to Birmingham City Centre which is within approximately two miles to the east.

**Tenancy Information**

The property has been within the current ownership since 2004. All flats are let on Assured Shorthold Tenancies at the following Rents:

Studio 1: Rental £300 per calendar month  
 Studio 2: Rental £360 per calendar month  
 Studio 3: Rental £300 per calendar month  
 Studio 3A: Rental £260 per calendar month  
 Studio 4: Rental £340 per calendar month  
 Studio 5: Rental £340 per calendar month  
 Studio 6: Rental £390 per calendar month  
 Studio 7: Rental £395 per calendar month

**Total Rental Income: £2,685 per calendar month (£32,220 per annum)**

Note: The tenants are responsible for payment of Council Tax, Electricity (coin/card metres in each flat) and Water rates are recharged back to the tenants by the landlord. The landlord pays for gas fired central heating.

**Accommodation**
**Ground Floor**

Communal Reception Hall,  
 Studio 1: Bed/Living Room with Open Plan Kitchen, Shower Room with wash basin and wc.  
 Studio 2: Bed/Living Room with Open Plan Kitchen, Shower Room with wash basin and wc.  
 Studio 3: Kitchen, Bed/Living Room, Shower Room with wash basin and wc  
 Studio 3A (not inspected)

**First Floor**

Stairs and Landing  
 Studio 4: Entrance Hall, Bathroom with bath having shower over, wash basin and wc, Lounge/Kitchen opening to Bedroom  
 Studio 5: Bed/Living Room with open plan kitchen, Shower Room with wash basin and wc  
 Flat 6: Entrance Hall, Shower Room with wash basin and wc, Open Plan Lounge and Kitchen, Bedroom.

**Second Floor**

Stairs and Landing  
 Flat 7: Entrance Hall, Lounge/Dining Room, Bedroom, Kitchen, Shower Room with wash basin and wc

**Outside:**

Front: Gravelled foregarden  
 Rear: Paved patio, gravelled garden, further section of overgrown garden

**Viewings:**

Via Cottons – 0121 247 2233

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)





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**LOT 20**
**Freehold Vacant Detached House with Four Bedrooms**

\*Guide Price: £330,000 - £350,000 (+Fees)

**1258 Stratford Road, Hall Green, Birmingham, West Midlands, B28 9BQ**

**Property Description:**

A substantial family detached house of two storey brick construction surmounted by a pitched tile clad roof, set well back from Stratford Road behind a concrete forecourt providing multi-car parking and benefiting from well laid out accommodation which includes four double bedrooms. The property requires modernisation and improvement throughout and offers scope for extension of the existing accommodation (subject to planning consent).

The property is situated in the popular Hall Green residential area located close to the junction with Staplehurst Road and benefits from convenient access to a wide range of local amenities and services at Hall Green and is within approximately one mile from Shirley Town Centre. Hall Green Infants, Junior school and South & City College are all within close proximity.

**Accommodation:**
**Ground Floor**

Covered Entrance, Reception Hall, Front Reception

Room, Rear Reception Room, Extended Kitchen with pantry, Cloakroom with wc and Integral Garage.

**First Floor**

Stairs and Gallery Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (double), Bedroom Four (double), Bathroom with bath, wash basin and wc

**Outside:**

Front: Concreted forecourt providing multi-car parking, pedestrian side access to rear

Rear: Large garden

**Viewings:** Via Cottons – 0121 247 2233

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)





## LOT 21

### Freehold Vacant Restaurant Premises with Separate Flat & Ground Rent

\*Guide Price: £250,000 - £275,000 (+Fees)

43-45 High Street, Studley, Warwickshire, B80 7HN



#### Property Description:

A substantial three storey property of brick construction surmounted by a pitched tile clad roof with accommodation extending to the rear and comprising of a ground floor Indian Restaurant, a self-contained flat and an additional flat subject to a long leasehold interest.

The property is situated in the centre of the popular and well regarded commuter Village of Studley, located two miles to the south east of Redditch Town Centre, six miles to the south of the M42 Motorway (junction 3) and fifteen miles to the south of Birmingham City Centre.

The restaurant provides well laid out accommodation with 40 covers and is currently operating as Peppers Indian Cuisine which will cease trading on completion.

Flat 45A is vacant requiring refurbishment and modernisation throughout and Flat 43A is subject to a long leasehold interest for a term of 99 years from 8th March 1983 paying a ground rent of £45 per annum.

#### Accommodation

##### Ground Floor

**Restaurant Area:** Reception, Bar, Restaurant with 40 Covers, Servery, Lobby with Ladies and Gents Toilets: 81.33sq.mtrs (875sq.ft), Kitchen: 13.8sq.mtrs (148sq.ft), Store Room: 7.44sq.mtrs (80sq.ft), Lobby/Store, Staff Toilet with wc and wash basin, Mezzanine Storage, Two Rooms: 29.67sq.mtrs (319sq.ft)

##### First Floor

Access from Courtyard to External Stairs:

##### Flat 45A:

Reception Hall, Kitchen, Lounge

##### Second Floor

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

**Flat 43A:** Accommodation Not Applicable

##### Outside:

Rear: Courtyard

#### Viewings:

Via Cottons - 0121 247 2233

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)



## LOT 22

### Freehold Vacant Retail Shop with Living Accommodation & Garage

\*Guide Price: £50,000 - £57,000 (+Fees)

#### By Instruction of Dudley Metropolitan Borough Council

#### 41 Lupin Road, Dudley, West Midlands DY2 7NR

##### Property Description:

A semi detached property of two storey brick construction surmounted by a hipped tile clad roof, comprising of a ground floor retail shop along with living accommodation to the first floor and benefiting from a side garage. The property requires complete repair and refurbishment.

The property occupies a corner plot situated close to the junction with Cypress Road and forms part of an established residential estate. Lupin Road leads off Bunn's Lane which in turn leads off New Birmingham Road (A4123) and the property is conveniently within three quarters of a mile from Dudley Town Centre.

##### Accommodation:

##### Ground Floor

Retail Shop: 24.6sq.mtrs (264sq.ft) with roller shutter protection and two rooms, Inner Hall, Rear Room/Commercial Kitchen:

12.56sq.mtrs (135sq.ft), Kitchen: 5.88sq.mtrs (63sq.ft) with pantry and store, Rear Entrance Hall and Store.

##### First Floor (Living Accommodation )

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

##### Outside:

Front: Tarmacadamed forecourt, side garden with driveway leading to brick built garage  
Rear: Pedestrian side access to rear garden.

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 23

### Freehold Vacant End Terraced House with Three Bedrooms

\*Guide Price: £92,000 - £98,000 (+Fees)

#### 9 Southbourne Avenue, Walsall, West Midlands WS2 9UD

##### Property Description:

An end terraced house of two storey brick construction with rendered front elevation surmounted by a hipped tile clad roof, occupying an elevated position, set back from the road behind a paved foregarden and parking space. The property has been extended to the rear ground floor and benefits from three bedrooms. The property has been part refurbished and includes UPVC double glazing, re plastering works and modern kitchen fitments.

Southbourne Avenue forms part of an established residential area and leads via York Avenue and Primley Avenue off Wolverhampton Road (A454) conveniently within half a mile to the east of The M6 Motorway (junction 10) and approximately one mile to the west of Walsall Town Centre.

##### Accommodation:

##### Ground Floor

Entrance Hall, Lounge, Dining Room, Extended Kitchen, Bathroom with panelled bath, pedestal wash basin and wc, covered side passageway

##### First Floor

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

##### Outside:

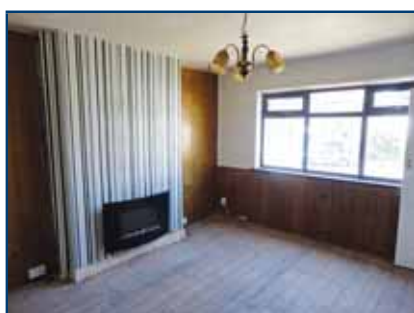
Front: Paved foregarden and a separate paved car parking space  
Rear: Pedestrian side access to a long predominantly lawned garden

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233





**LOT 24**

**Freehold Building Plot (Planning for one 3 bed Detached Dwelling)**

\*Guide Price: £50,000 - £55,000 (+Fees)

**Land Adj 2 Lydd Croft, Castle Vale, Birmingham, B35 6PP**

**Property Description:**

A parcel of Freehold land, roughly rectangular in shape, and extending to an area of 204 sq m (2,196 sq ft) and benefitting from planning permission granted by Birmingham City Council for the erection of a detached house.

Lydd Croft is set in an established residential area and located off Turnhouse Road which in turn is found of Baginton Road.

**Planning:**

Planning Consent was granted by Birmingham City Council, Reference 203/05687/PA, and dated 7th October 2013, for the erection of one no. detached dwelling house.

**Proposed Accommodation:**

The approved plans propose the following accommodation

**Ground Floor**

Entrance Hallway, Lounge, Dining Room, Kitchen, WC, Stairs

**First Floor**

3 Bedrooms and Bathroom having panel bath, shower cubicle, wash basin and wc

**Outside**

Front: Foregarden

Rear: Garden and rear driveway giving access to garage

A copy of the architect's plans are available to view from the Council's webpage, [www.birmingham.gov.uk](http://www.birmingham.gov.uk).

**Important Note**

The site previously contained a part built dwelling house. Birmingham City Council instructed this to be dismantled as the building work was considered of inferior quality and did not comply with building regulations. The property has dismantled and all materials capable of being salvaged are stored on site and these will be included with the sale of the land

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

External Only.



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**LOT 25**
**Freehold Investment - Office Premises and Two Separate Flats**

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

**1010 Stratford Road, Hall Green, Birmingham, West Midlands B28 8BJ**
**Property Description:**

A mid-terraced, two-storey property of traditional brick construction, surmounted by a pitched slate clad roof, set back behind a paved forecourt which provides off-road car parking.

The property comprises of ground floor office premises and two separate flats which benefit from UPVC double glazed windows. The property forms part of a terrace of similar properties, many of which have been converted into residential dwellings and is situated on the busy Stratford Road (A34), approximately 100 metres to the east of the junction with Shaftmoor Lane.

**Tenant Information**

Office Premises: Currently Vacant. Potential rental income approximately £500 per calendar month, when let.

Ground Floor Studio Flat: Currently Vacant however has been previously let on an Assured Shorthold Tenancy, rental £325 per calendar month (£3,900 per annum).

First Floor Flat: Let on an Assured Shorthold Tenancy, rental £425 per calendar month (£5,100 per annum).

**Current Total Rental Income: £425 per calendar month (£5,100 per annum).**

(Potential Total Rental Income, approximately £14,000 per annum when fully let)

**Accommodation:**
**Ground Floor**
**Office Premises**

Front Office: 16.9 sq m (182 sq ft), with aluminium shop front.  
 Rear Office: 11.34 sq m (122 sq ft), with stainless steel sink unit and rear door.

**Ground Floor**
**Studio Flat**

Entrance Hall, Lounge/Bedroom/Kitchen, Bathroom with panel bath, pedestal wash basin and wc.


**First Floor Flat**

Stairs and Landing, Lounge, Double Bedroom, Kitchen, Bathroom with bath, wash basin and wc.

**Outside:**

**Front:** Paved forecourt providing off-road car parking.

**Rear:** Shared pedestrian access, enclosed yard and garden.

**Note:** The shared Entrance Hall serving the Flat accommodation is subject to a right of way in favour of 1008 Stratford Road. Refer to the Legal Documents for full details.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233

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**LOT 26**

**Freehold Vacant Refurbished Three Bedroom Semi Detached House**

\*Guide Price: £170,000 - £180,000 (+Fees)

**100 Maypole Lane, Birmingham, West Midlands, B14 5JR**



**Property Description:**

A three bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a block paved fore garden allowing for off road parking. The property benefits from having been refurbished to a high standard throughout and includes UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings, and further benefits from having gated access to the rear providing additional off road parking. The property is located on Maypole Lane close to the junction with Highters Heath Lane and is within walking distance to the shops and amenities on Maypole island.

**Accommodation:**

**Ground Floor**

Entrance Hallway, Through Lounge, Kitchen, WC with low level WC and wash basin, Stairs,

**First Floor**

3 Bedrooms and Shower Room having double shower cubicle, wash basin and WC

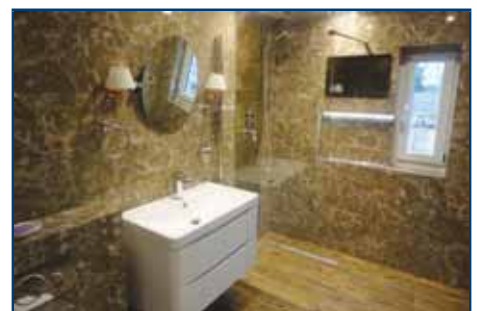
**Outside:**

**Front** Block paved fore garden allowing for off road parking

**Rear** Lawned garden and gated access to the rear allowing for additional off road parking

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – Via Cottons – 0121 247 2233



**LOT 27**
**Freehold Development Land (Planning for Warehouse Premises)**

\*Guide Price: £82,000 - £88,000 (+Fees)

**Land at Park Street, Adjacent to Archer Way, Rowley Regis, West Midlands B65 0LS**
**Property Description:**

A parcel of freehold land roughly triangular in shape extending to a total site area of approximately 1195 sq.mtrs (12866 sq.ft) predominantly situated at the junction of Park Street and the Blackheath Bypass (Archer Way A4100). The land benefits from having Planning Consent granted by Sandwell Metropolitan Borough Council for the erection of a warehouse premises and associated car parking. The land forms part of a mixed commercial and residential area and is conveniently located within walking distance from the main shopping area in Blackheath.

**Planning**

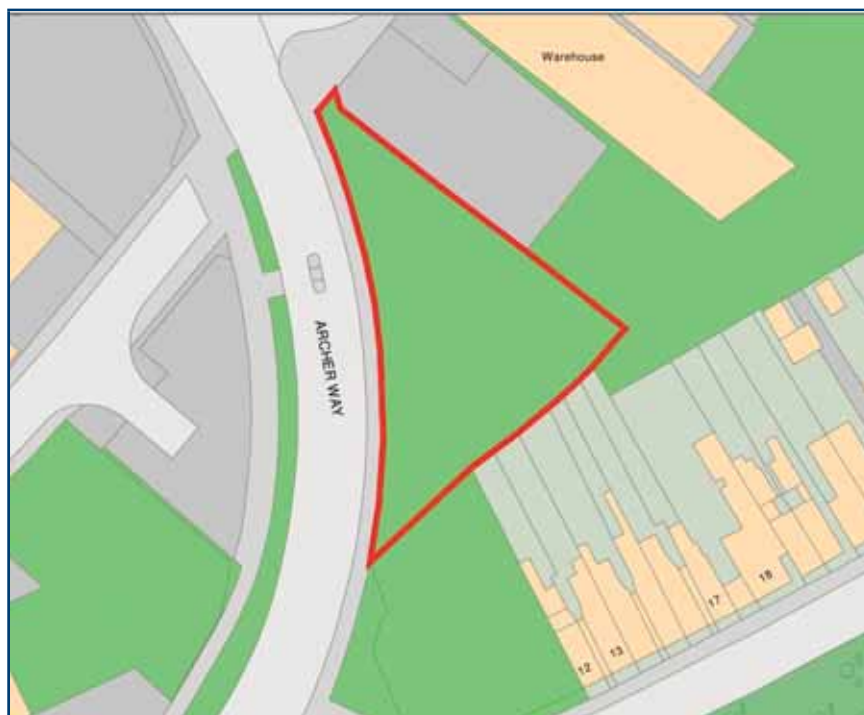
Planning consent was granted by Sandwell Metropolitan Borough Council (Ref:DC/03/41531), and dated 27 November 2003 for the Proposed erection of warehouse premises and associated car parking. Planning has been implemented as foundation works have been inspected. The current owner has made preliminary enquiries to submit an application to change the use to C3 and has received a reply that Highways would have no objections however all interested parties must satisfy themselves in full regarding any proposals they may have with Sandwell Metropolitan Borough Council prior to bidding.

**Legal Documents:**

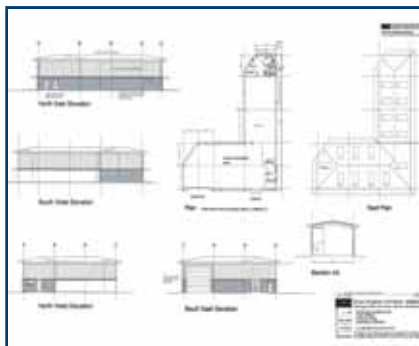
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**Viewings:**

External Only



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## LOT 28

**Freehold Investment Let to Connells Residential - Rental £17,000 p.a.**  
 \*Guide Price: £190,000 - £197,000 (+Fees)

**73 Great Bridge, Tipton, West Midlands, DY4 7HF**



### Property Description:

A prominently situated commercial investment property comprising of a long established estate agency office of part two storey construction with ground floor retail shop and ancillary office accommodation over situated directly fronting Great Bridge within Tipton Town Centre which contains a variety of retail shops, services and amenities. The property provides well laid out and presentable accommodation having undergone internal refurbishment in 2014.

Tipton is one of the principle Black Country Towns located approximately two miles to the west of West Bromwich and two miles to the east of Dudley Town Centre and the property is surrounded by a dense mix of residential and commercial property

### Tenancy Information

The entire property is currently let to Connells Residential which trades as Paul Dubberley Estate Agents for a term of 10 years from 13th May 2016 at a current rent of £17,000 per annum on Full Repairing and Insuring Terms.

Tenant Profile: Total number of branches 170. For the year ending 31st December 2016, Connells Residential reported a turnover of £90.394M, a pre-tax profit of £10.253M and net worth of £16.031M (source: Experian 10.01.2018)

### Accommodation:

#### Ground Floor

Estate Agents with Internal Managers Office: 67.68sq.mtrs (728sq.ft), Rear Entrance Hall, Staffroom: 14.62sq.mtrs (157sq.ft).

### First Floor

Stairs and Gallery Landing, Office/Store: 7.72sq.mtrs (83sq.ft), Staff Toilets with wash room and wc, Boardroom: 23.48sq.mtrs (252sq.ft), Rear Office: 19.22sq.mtrs (206sq.ft)

### Outside:

Shared vehicular entry access to rear yard/car parking.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 2472233



**LOT 29**
**Leasehold Vacant Possession One Bedroom Flat**

\*Guide Price: £52,000 - £58,000 (+Fees)

**115 Lyde Green, Halesowen, West Midlands B63 2PS**
**Property Description:**

A well laid out second floor one bed roomed flat, which is in need of modernisation provides off-road parking with a tandem garage.

The property benefits from a security door, one bedroom, electric panel heating, double glazed windows, kitchen, bathroom and communal gardens.

The property has previously been let out for approx. £400pcm.

**Accommodation:**
**Ground Floor**

Communal Entrance to Stairs.

**Second Floor**

Lounge, Kitchen, Bedroom (Double) and Bathroom.

**Outside:**

Communal Gardens.

**Term:** 99 years from 29th September 1973

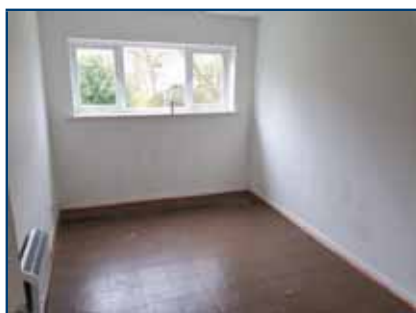
**Ground Rent and Service Charge:** Refer to Legal Pack

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233



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## LOT 30

### Freehold Vacant Detached Bungalow

\*Guide Price: £140,000 - £150,000 (+Fees)

Roseville, Ettingshall Road, Wolverhampton, West Midlands, WV2 2JP



#### Property Description:

A detached bungalow of brick construction surmounted by a tiled roof set back from the road behind a gravelled and lawned foregarden. The property occupies a site extending to approximately 433 sq.mtrs (464 sq.ft). The property has been refurbished and includes UPVC double glazing, gas fired central heating with new boiler, modern kitchen and bathroom fittings, and re-plastering works. The property further benefits from having a walled and gated side garden which may allow for potential extension/re-development works. All interested parties must satisfy themselves in full regarding any proposals they may have with Wolverhampton City Council prior to bidding. Ettingshall road is located off Dixon Street which in turn is found off Bilston Road (A41) which gives direct access to Wolverhampton City centre being approximately 1.5 miles distance.

#### Accommodation:

##### Ground Floor

Entrance Porch, Entrance Hallway, Through Lounge, Dining Kitchen, 2 Bedrooms and Bathroom having

shower cubicle, panelled bath with mixer shower, wash basin and WC

#### Outside:

**Front and side** Walled and gravelled foregarden and gated/walled side garden

**Rear** Lawned garden

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



**LOT 31****Freehold Residential Investment - Five Flats - Gross Rental £18,460 p.a.**

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

**27 Cecil Street, Walsall, West Midlands, WS4 2AZ****Property Description:**

A long established residential investment opportunity comprising five studio flats contained within a traditional mid terraced property of two storey brick construction with a replacement tile clad roof, having a single storey rear extension and a timber built addition providing laundry room and store with potential for an additional studio (subject to planning). The property is situated in an established residential area leading off Butts Road within approximately one third of a mile to the north of Walsall Town Centre.

**Tenancy Information**

The seller has owned the property since 2004 and it has provided a reliable and stable investment. Each flat is currently let on an Assured Shorthold Tenancy as follows:

Studio One: Rental £70 per week

Studio Two: Rental £70 per week

Flat Three: Rental £75 per week

Studio Four: Rental £70 per week

Studio G: £70 per week

Total Rental Income: £355 per week (£18,460 p.a.)

Note: The landlord pays water rates and electricity for communal areas and Studio G. A schedule of tenancies is available in the legal pack.

**Accommodation****Ground Floor**

Shared Entry Access with mains fitted fire panel.

Studio One: Living Kitchen/Bedroom, Shower Room with shower cubicle, wash basin and wc.

Studio Four: Living Kitchen/Bedroom, Shower Room with shower cubicle, wash basin, wc.

**First Floor**

Stairs and Landing

Studio Two: Living Kitchen/Bedroom, Shower Room with shower cubicle, wash basin and wc

Flat Three: Living Kitchen, Separate Bedroom, Shower Room with shower cubicle, wash basin, wc

**Rear Ground Floor**

Flat G: Bed/Living Room, Separate Kitchen, Shower Room with shower cubicle, wash basin and wc, Wooden Clad Building containing Communal Laundry Room, additional Store Room with potential for conversion (subject to planning).

**Outside:**

Front: Walled foregarden

Rear: Paved yard and terraced garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 2472233





**LOT 32**

**Freehold Development Site (9 Apartments and 2x2 Bed Houses)**

\*Guide Price: £165,000 - £185,000 (+Fees)

**Former Bridge Inn, 91 Station Road, Langley, West Midlands B69 4LU**

**Property Description:**

A parcel of Freehold land, roughly rectangular in shape, extending to a total site area of approximately 0.25 acres (0.1 hectares) and is predominantly situated at the Junction of Underhill Street and located directly adjacent to the Titford Canal.

The land benefits from having planning consent granted by Sandwell Metropolitan Borough Council for the erection of 9 apartments and 2 x 2 bedroom houses.

The land forms part of a mixed commercial and residential area and is conveniently located within approximately one quarter of a miles distance from Langley Green Railway Station and one mile distance from Oldbury Town Centre.

The land is situated adjacent to a proposed development scheme comprising of 85 dwellings, located on the corner of Underhill Street and Station Road.

**Planning:**

Planning consent was granted by Sandwell Metropolitan Borough Council (Reference DC/15/57949) and dated 9th July 2015 for the proposed erection of 6no. one bed apartments, 3 studio apartments and 2no. two bedroom houses.

A copy of the planning consent and architects drawings are available for inspection from Sandwell Metropolitan Borough Council website, [www.sandwell.gov.uk](http://www.sandwell.gov.uk), and the Auctioneers offices.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

External only.



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**LOT 33**
**Freehold Social Club Investment with Potential**

\*Guide Price: £200,000 - £230,000 (+Fees)

**Brookvale Park Club, Boulton Walk, Birmingham, West Midlands, B23 7RP**

**Property Description:**

A substantial social club of part two storey brick construction, accessed from a driveway leading off Boulton Walk. The property provides extensive and well laid out accommodation with reception area, three function rooms/bars and staff flat and occupies a generous site with customer car park.

Boulton Walk leads off George Road close to the junction with Brookvale Road (A4040). The property is adjacent to a range of commercial buildings and forms part of a predominantly residential area situated close to Brookvale Park and within approx. one mile from Erdington Town Centre.

**Tenancy Information**

The property is currently let on a lease at a rental of £21,000 per annum. The tenancy is Tied in respect of the supply of beer which the seller has historically provided generating additional income of approximately £12,000 per annum.

**Planning**

The site may offer some future development potential or be suitable for a range of alternative uses and all interested parties should discuss any proposals with the local planning department prior to bidding.

**Accommodation**
**Ground Floor**

Covered Entrance, Reception: 29.14sq.mtrs (313sq.ft), Smoking Room: 10.36sq.mtrs (111sq.ft), Gents Toilets, Ladies Toilets, Bar/Function Room One: 170sq.mtr (1,835sq.ft), Office: 10.41sq.mtrs (112sq.ft), Beer Cellar: 42.49sq.mtrs (457sq.ft), Pool Room: 1.84sq.mtrs (235sq.ft), Rear Passageway, Store Room One: 14sq.mtrs (150sq.ft), Store Room Two: 4.19sq.mtrs (45sq.ft), Store Room Three: 4.53sq.mtrs (48sq.ft), Function Room Two: 230sq.mtrs (2,483sq.ft) with Bar and Stage, Smoke Room Two: 42.49sq.mtrs (457sq.ft)

**First Floor**

Internal Stairs, Function Room Three with Bar and Snooker Room: 137sq.mtrs (1,482sq.ft), Staff Flat: Entrance Hall, Shower Room with wc and wash basin, Lounge, Bedroom and Kitchen.

**Outside:**

Private driveway to forecourt and generous customer car parking area, external store and access to boiler room

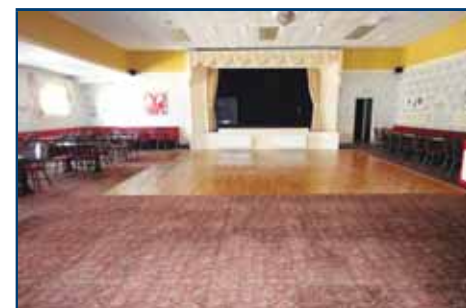
**Total Site Area** 0.44 acres (1,763sq mtrs)

**Viewings:**

Via Cottons – 0121 247 2233

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)





## LOT 34

**Units 4, 5, 6, 8, 10/12 & 14 Saxon Way, Chelmsley Wood, Birmingham, West Midlands B37 5AY**



### Property Description:

An attractive investment opportunity comprising a block of seven industrial/workshop units accessed by way of a spur leading off Saxon Way which leads directly off Chelmsley Road, providing valuable frontage. The units are of predominantly single storey brick/block construction, each set back behind forecourt parking areas and whilst currently let, may have future potential for commercial re-development.

Saxon Way is situated in a predominantly residential area and Chelmsley Road leads off Cooks Lane which provides access via Meadway and Bordesley Green to Birmingham City Centre lying within approximately five miles to the west. Chelmsley Wood Town Centre is within approximately one mile to the east.

### Planning

The site may be suitable for commercial redevelopment and all interested parties should contact the local planning department at Solihull Metropolitan Borough Council prior to bidding to discuss any proposals.

### Tenancy Information

**Unit 4:** Let trading as WPF Optical at a rental of £10,800 per annum holding over following expiry of the licence for a period of 12 months from 1st June 2010.

**Unit 5:** Let trading as Habberley Meadows on a licence expiring 30th September 2018 at a rental £12,000 per annum

**Unit 6:** Let trading as Royal Spice at a rental of £4,900 per annum holding over on a lease which expired on 10th August 2015

**Unit 8:** Let trading as Decorative Design at a rental of £4,950 per annum holding over following expiry of a lease.

**Unit 10/12:** Let trading as a Dance School at a rental of £9,880 per annum holding over following expiry of the licence for a period of 12 months from 30th October 2014.

**Unit 14:** Let trading as a Plumbing Supplies at a rental of £9,750 per annum on a licence for a period of six months from 21st February 2018.

**Total Rental Income: £52,380 per annum**

Note: Scope exists for renewing each expired lease/licence at market rents.

### Accommodation

All measurements have been obtained from the Valuation Office Agency website.

**Unit 4:** Office, Workshop, Mezzanine Storage  
Total: 254.9sq.mtrs (2,743sq.ft)

**Unit 5:** Reception, Offices, Workshop Areas and Mezzanine Storage  
Total: 551.9sq.mtrs (5,940sq.ft)

**Unit 6:** Workshop and Works Office.  
Total: 86.34sq.mtrs (929sq.ft)

**Unit 8:** Workshop and Storage, Mezzanine Storage  
Total: 165.89sq.mtrs (1,785sq.ft)

**Unit 10/12:** Warehouse Premises.  
Total: 181.2sq.mtrs (1,950sq.ft)

**Unit 14:** Warehousing, Works Office.  
Total: 217.2sq.mtrs (2,337sq.ft)

### Outside:

Grassed forecourt fronting Chelmsley Road, tarmacaded car parking area for each unit located off Saxon Way and gated storage yard.

**Total Site Area: 0.84 acres approx.**

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons - 0121 2472233

**Note: Completion will be 56 days from exchange of contracts or sooner by mutual consent.**



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

**COLIN BOWATER & CO., LLP**  
Valuers - Surveyors

**Freehold Commercial Investment Opportunity - Seven Industrial/Workshop Units**  
\*Guide Price: £600,000 - PLUS (+Fees)





## LOT 35

### Freehold Detached 4 Bedroom Bungalow and Site (0.28 acres) \*Guide Price: £150,000 - £165,000 (+Fees)

468 Alum Rock Road, Alum Rock, Birmingham, West Midlands, B8 3HU



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

#### Property Description:

A detached four bedroom dormer bungalow of brick construction surmounted by a tiled roof and set back from the road accessed via a driveway between 466 and 470 Alum Road and situated in a site extending to approximately 0.28 acres (1,133 sq.mtrs). The property benefits from having UPVC double glazing and gas fired central heating however does require some modernisation and improvement. The property is situated on a site extending to 0.28 acres and may be suitable for a variety of uses however all interested parties must satisfy themselves in full regarding any proposals they may have with Birmingham City Council prior to bidding. The property is located on the Alum Rock Road and situated between the junction of Foxton Road and Brook Hill Road

#### Accommodation

##### Ground Floor

Entrance Hallway, Lounge, Kitchen (no fitments), 2 Bedrooms and Bathroom having panelled bath, wash basin and WC, Stairs,

##### First Floor

Landing, 2 Bedrooms

##### Outside:

Rear Garage providing off road parking and large plot accessed via a driveway located between 466 and 470 Alum Rock Road

Legal Documents – Available at  
[www.cottons.co.uk](http://www.cottons.co.uk)

Viewings– Via Cottons – 0121 247 2233

LIV.24



Entrance from Alum Rock Road



**LOT 36**
**Freehold Residential Building Plot - Consent for Detached Dwelling**

\*Guide Price: £110,000 to £120,000 (+Fees)

**Residential Building Plot Adj, 1 Cleevemount Close, Cheltenham, Gloucestershire GL52 3HW**
**Property Description:**

A residential building plot having consent for the construction of a detached dwelling house with three bedrooms situated in a well regarded and popular residential area and located adjacent to number 1 Cleevemount Close. The plot comprises of former garden land, triangular in shape with a wide street frontage and situated in a road containing a range of modern semi-detached dwelling houses and bungalows. The plot extends to an area of approximately 290sq.mtrs (3,121sq.ft). Cleevemount Close leads via Windsor Street off Prestbury Road which provides direct access to Cheltenham Town Centre being within less than one mile to the south.

**Planning**

Planning consent was granted by Cheltenham Borough Council on 16th October 2014 (Ref: 14/01085/FUL) for the erection of a detached two storey dwelling house. The decision notice stipulated that the development permitted shall be begun before the expiration of five years from the date of the permission. Architects' plans approved with the planning consent detailed a dwelling with the following:

**Proposed Accommodation**

**Ground Floor:** Hall, Cloak Room with wc, Open Plan Dining Room/Kitchen, Lounge

**First Floor:** Bedroom One (double), Bedroom Two (double), Bedroom Three/Study, Bathroom

**Outside:** Car parking and gardens

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only



**ARCHITECTS IMPRESSION OF COMPLETED THREE BEDROOM DETACHED DWELLING HOUSE**



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


**DEPOSITS AND ADMINISTRATION FEE**

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



## LOT 37

### Leasehold Vacant 2 Bedroom Maisonette

\*Guide Price: £65,000 - £69,000 (+Fees)

#### 10 Glenmead Road, Great Barr, Birmingham, West Midlands B44 8UG

##### Property Description:

A first floor two bedroom maisonette of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing, gas fired central heating and allocated garden area. The property further benefits from having a garage located to the rear of the property via a gated service road allowing for secure off road parking. Glenmead Road is located off Meadthorpe Road which in turn is found off Old Oscott Lane

##### Accommodation:

##### Ground Floor

Entrance Porch, Stairs

##### First Floor

Hallway, Kitchen, Lounge, 2 Bedrooms and Bathroom having panelled bath with shower over, wash basin and WC

##### Outside:

**Front** Walled foregarden

**Rear** Allocated garden area and garage providing secure off road parking

##### Leasehold Information

**Term** : 189 years from 24 June 1962

**Rent** : Refer to Legal Pack

**Service Charge** : Refer to Legal Pack

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 38

### Freehold Vacant Three Bedroom Semi-Detached House

\*Guide Price: £80,000 - £85,000 (+Fees)

#### 15 Churchfields Road, Wednesbury, West Midlands WS10 9DX

##### Property Description:

A semi-detached property of part rendered brick construction, surmounted by a tile clad roof set back from the road behind a lawned garden.

The property benefits from double glazing and provides well laid out accommodation but is in need of complete refurbishment and modernisation.

15 Churchfields Road is well located in Wednesbury, within close proximity to local shops, amenities, schools and commuter routes to Wolverhampton City Centre, Birmingham City Centre and the Midlands Motorway Network.

##### Accommodation:

##### Ground Floor

Hallway with Cloaks Cupboard off, Reception Room One, Reception Room Two and Kitchen.

##### First Floor

Stairs and Landing, Three Bedrooms, Bathroom with separate wc.

##### Outside:

**Front:** Driveway with lawned foregarden and Garage to the side.

**Rear:** Good sized rear Garden.

##### Legal Documents:

[www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233



**LOT 39**
**Freehold Vacant Takeaway Shop & Student Flat with Four Bedrooms**

\*Guide Price: £220,000 - £240,000 (+Fees)

**2A Elliott Road, Selly Oak, Birmingham, West Midlands B29 6LA**
**Property Description:**

A substantial corner property of traditional brick construction surmounted by a pitched tile clad roof, prominently located at the junction of Lottie Road and Elliott Road within approximately 100 metres from Bristol Road (A38), which provides direct access to Birmingham City Centre and located within approximately one mile from Birmingham University.

The property comprises of a ground floor shop previously used as a Take-Away, along with living accommodation to the remaining ground floor, first and second floors. The property requires repair and refurbishment throughout and is suitable for conversion back to a single dwelling house/student let.

**Accommodation:**
**Ground Floor**

Retail Shop – 26 sq m (280 sq ft), Preparation Area – 1.95 sq m (21 sq ft)

**Living Accommodation**

Reception Hall, Utility Room/Store, Lounge, Kitchen, Rear Entrance Lobby, Bathroom with bath, wash basin and WC.

**First Floor**

Stairs and Landing, Three Bedrooms.

**Second Floor**

Stairs to Attic Bedroom.

**Outside:**

Rear: Gated access to rear yard and store.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233



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ADVICE AT THE AUCTION BETWEEN 11.30am and 1.30pm



**LOT 40**

**Leasehold Vacant Two Bedroom Apartment**

\*Guide Price: £75,000 - £80,000 (+Fees)

**By instruction of the Joint LPA Receivers**

**Flat 19 Radbrook Hall Court, Shrewsbury, Shropshire SY3 9AF**

**Property Description:**

A well laid out second floor apartment forming part of a modern purpose built development set well back from the road behind a residents car parking area. The property benefits from UPVC double glazed windows, electric heating, two bedrooms, two bath/shower rooms and modern kitchen with integrated appliances.

The property forms part of a well regarded residential area and is located off Radbrook Road within approximately one mile to the west of Shrewsbury town centre.

**Accommodation:**

**Ground Floor**

Communal Entrance Hall with video door entry system,

**Second Floor**

Reception Hall, Open Plan Lounge/Kitchen with modern fitted Kitchen Units with integrated appliances, Bedroom One (double) with En-suite Shower Room having glazed shower enclosure, pedestal wash basin and wc, Bedroom Two (single), Bathroom with panelled bath having shower over, pedestal wash basin and wc.

**Outside:** Residents car parking, gardens and bin store

**Leasehold Information**

Lease Term: 199 years from 1 January 2007

Ground Rent: £250 per annum (reviewed every 25 years)

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 2472233



**Cottons**  
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**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](mailto: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**

## LOT 41

### Leasehold Vacant Two Bedroom Apartment

\*Guide Price: £75,000 - £80,000 (+Fees)

**By Instruction of the Joint LPA Receivers**

**Flat 29 Radbrook Hall Court, Shrewsbury, Shropshire SY3 9AF**

#### Property Description:

A well laid out first floor apartment forming part of a modern purpose built development set well back from the road behind a residents car parking area. The property benefits from UPVC double glazed windows, electric heating, two bedrooms, two bath/shower rooms and modern kitchen with integrated appliances.

The property forms part of a well regarded residential area and is located off Radbrook Road within approximately one mile to the west of Shrewsbury town centre.

#### Accommodation:

##### Ground Floor

Communal Entrance Hall with video door entry system,

##### First Floor

Reception Hall, Open Plan Lounge/Kitchen with modern fitted Kitchen Units with integrated appliances, Bedroom One (double) with En-suite Shower Room having glazed shower enclosure, pedestal wash basin and wc, Bedroom Two (single), Bathroom with panelled bath having shower over, pedestal wash basin and wc.

**Outside:** Residents car parking, gardens and bin store

#### Leasehold Information

Lease Term: 199 years from 1 January 2007

Ground Rent: £250 per annum (reviewed every 25 years)

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 2472233



## LOT 42

### Freehold Vacant Semi Detached House with 3 Bedrooms

\*Guide Price: £75,000 - £79,000 (+Fees)

**85 Bankdale Road, Ward End, Birmingham, West Midlands B8 2AA**

#### Property Description:

A semi-detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property requires modernisation and improvement throughout. Bankdale Road is located in a popular established residential area and leads off Treaford Lane and Alum Rock Road

#### Accommodation:

##### Ground Floor

Entrance Hallway, Lounge, Kitchen, Shower Room having shower cubicle, wash basin and WC, Veranda, Stairs,

##### First Floor

Landing, 3 Bedrooms

#### Outside:

**Front** Walled foregarden

**Rear** Over grown garden

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – Via Cottons – 0121 247 2233





## LOT 43

### Freehold Vacant End Terraced House with Three Bedrooms

\*Guide Price: £160,000 - £170,000 (+Fees)

67 Gibbons Road, Four Oaks, Sutton Coldfield, West Midlands, B75 5HB



#### Property Description:

An end terraced house of two storey brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation, benefiting from gas fired central heating, UPVC double glazed windows, conservatory, off road car parking and large rear garden but requiring some cosmetic improvement and upgrading.

The property is situated in the popular Four Oaks area forming part of an established residential estate and Gibbons Road leads directly between Sherifoot Lane and Grange Lane which in turn leads off Little Sutton Road providing direct access to a wide range of retail shops, restaurants and amenities located at Mere Green Village Centre.

#### Accommodation:

##### Ground Floor

Entrance Hall, Cloak Room with wash basin and wc, Kitchen with a range of modern fitted units and pantry cupboard, L-shaped Lounge/Dining Room opening to a UPVC Double Glazed Conservatory.

#### First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bathroom with panelled Whirlpool  
Bath having electric shower over and pedestal wash basin.

#### Outside:

Front: Forecourt providing off road car parking  
Rear: Shared entry access and a separate pedestrian side access to yard with two brick stores and workshop, paved and gravelled garden with additional garden area (currently fenced off).

#### Viewings:

Via Cottons - 0121 247 2233

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)





**LOT 44**
**Freehold Vacant Semi Detached House with Three Bedrooms**

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

**17 Gleneagles Road, Yardley, Birmingham, West Midlands B26 2HS**
**Property Description:**

A traditional semi-detached house of two storey brick construction surmounted by a hipped tile clad roof benefitting from three bedrooms, two reception rooms, Upvc double glazed windows and parking space to the rear (accessed from a gated right of way off Duncroft Road), but in need of some modernisation and cosmetic improvement. The property is situated set in an established residential area and Gleneagles Road is situated between the junctions with Bilton Grange Road and Duncroft Road.

**Accommodation:**
**Ground Floor**

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Covered Side Passage.

**First Floor**

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

**Outside:**

Front: Lawned foregarden

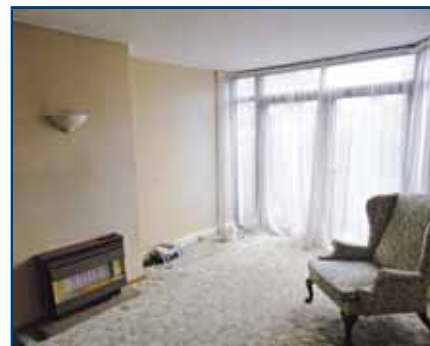
Rear: Paved patio, lawned garden, shed and hardstanding providing off road parking space accessed from a rear right of way.

**Viewings:**

Via Cottons – 0121 247 2233

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)


**LOT 45**
**Freehold Vacant Mid Terraced House with Two Bedrooms**

\*Guide Price: £55,000 - £60,000 (+Fees)

**41 Roma Road, Tyseley, Birmingham, West Midlands B11 2JH**
**Property Description:**

A traditional two storey mid terraced house of brick construction surmounted by a pitched slate clad roof requiring complete refurbishment and modernisation throughout. The property is set back from the road behind a small foregarden and is situated in an established residential area located directly off Warwick Road (A41) conveniently within three quarters of a mile to the east of Sparkhill Shopping Centre and one mile to the west of Acocks Green Shopping Centre.

**Accommodation:**
**Ground Floor**

Front Reception Room, Rear Reception

Room, Kitchen, Utility Room/ Rear Entrance Hall

**First Floor**

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

**Outside:**

Front: Foregarden

Rear: Yard/garden with gated pedestrian access

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233





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LOT 8	LOT 16	LOT 17	LOT 18	LOT 18
<p><b>Energy Performance Certificate</b></p> <p>The EPC for this property was commissioned on</p> <p>25.04.2018</p> <p>This will be added to the Legal Pack and available on our website.</p>	<p><b>Energy Performance Certificate</b></p> <p>The EPC for this property was commissioned on</p> <p>25.04.2018</p> <p>This will be added to the Legal Pack and available on our website.</p>			
LOT 21	LOT 22	LOT 25	LOT 28	LOT 33
<p><b>Energy Performance Certificate</b></p> <p>The EPC for this property was commissioned on</p> <p>02.05.2018</p> <p>This will be added to the Legal Pack and available on our website.</p>	<p><b>Energy Performance Certificate</b></p> <p>The EPC for this property was commissioned on</p> <p>02.05.2018</p> <p>This will be added to the Legal Pack and available on our website.</p>	<p><b>Energy Performance Certificate</b></p> <p>The EPC for this property was commissioned on</p> <p>02.05.2018</p> <p>This will be added to the Legal Pack and available on our website.</p>		
LOT 34	LOT 34	LOT 34	LOT 34	LOT 34
				
LOT 34	LOT 34	LOT 39		



## 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

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## A1 Introduction

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

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

## A2 Our role

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

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

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

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

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

## A3 Bidding and reserve prices

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

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

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

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

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

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

## A4 The particulars and other information

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

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

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

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

## A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

## G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

## G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

## G3. Between contract and completion

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

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

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

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

## G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

#### G5. Transfer

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

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

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

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

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

#### G6. Completion

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

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

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

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

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

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

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

#### G7. Notice to complete

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

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

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

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

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

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

#### G8. If the contract is brought to an end

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

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

#### G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

#### G10. Interest and apportionments

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

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

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

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

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

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

#### G11 Arrears

##### Part 1 Current rent

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

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

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

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

##### Part 2 Buyer to pay for arrears

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

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

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

##### Part 3 Buyer not to pay for arrears

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

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

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

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

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

#### G12. Management

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

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

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

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

#### G13. Rent deposits

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

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

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

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

#### G14. VAT

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

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

#### G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

#### G16. Capital allowances

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



respect of the **lot**.

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

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

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

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

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

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

#### **G17. Maintenance agreements**

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

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

#### **G18. Landlord and Tenant Act 1987**

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

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

#### **G19. Sale by practitioner**

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

#### **G20. TUPE**

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

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

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

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

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

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

#### **G21. Environmental**

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

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

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

#### **G22. Service Charge**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **G23. Rent reviews**

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

#### **G24. Tenancy renewals**

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

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

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

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

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

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

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

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

#### **G25. Warranties**

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

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

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

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

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

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

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

#### **G26. No assignment**

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

#### **G27. Registration at the Land Registry**

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

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

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

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

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

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

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

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

#### **G28. Notices and other communications**

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

#### **G29. Contracts (Rights of Third Parties) Act 1999**

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

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



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