

12th JULY 2018

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 12th JULY 2018

11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB

VILLA PARK

BIRMINGHAM

B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

- **Bank/Building Society Draft**
- **Personal/Company Cheque (All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)**
- **Card Payments**
 - Please note that we accept Visa and Mastercard
 - Personal Debit Cards
 - Personal Credit Cards are NOT accepted
 - Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
 - All Cards must be Chip & Pin enabled

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.

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.

16. Under the provisions of the general data protection regulations (GDPR), please review our privacy policy located on our website www.cottons.co.uk/contact/ if you require any clarification upon how we hold data.

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 49 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, Administrators, Joint Property Agents, Companies, Private Clients, Dudley Metropolitan Borough Council and surplus properties from Black Country Housing Group



1	42 NEW JOHN ST, HALESOWEN, B62 8HL	Freehold House	41	LAND, PEEL STREET, WINSON GREEN, B18 7DX	Freehold Land
2	FLAT 9, AMBURY WAY, GREAT BARR, B43 5JH	Leasehold Flat	42	46/46A WORDSWORTH RD, SMALL HEATH, B10 0EE	Freehold House/Premises
3	418 BIRMINGHAM NEW RD, BILSTON, WV14 9QB	Freehold House	43	30 ALBERT STREET, LYE, DY9 8AG	Freehold House
4	LAND, DOUGLAS ROAD, DUDLEY, DY2 8NE	Freehold Building Land	44	38 ALBERT STREET, LYE, DY9 8AQ	Freehold House
5	12 PARKLANDS GARDENS, WALSALL, WS1 2NN	Leasehold Flat	45	140 VALLEY ROAD, WALSALL, WS3 3AP	Freehold House
6	100 SEDGLEY ROAD, DUDLEY, DY1 4NG	Freehold Shop & Flat	46	32 HOLT ROAD, HALESOWEN, B62 9HQ	Freehold House
7	101 HAWTHORN RD, KINGSTANDING, B44 8QT	Freehold Shop & Flat	47	195 SUMMER ROAD, ERDINGTON, B23 6DX	Freehold House
8	24 FAIRFAX DRIVE, WEST HEATH, B31 3SQ	Freehold House	48	31 POST OFFICE RD, ATHERSTONE, CV9 2DD	Freehold House
9	1 UPPER LICHFIELD ST, WILLENHALL, WV13 1PB	Freehold Retail/Flats	49	5 KING STREET, LYE, DY9 8UT	Freehold House
10	468 ALUM ROCK ROAD, BIRMINGHAM, B8 3HU	Freehold Bungalow			
11	437 CANNOCK ROAD, HEDNESFORD, WS12 4AE	Freehold Shop & Flats			
12	39-40 SUMMER HILL RD, BIRMINGHAM, B1 3RB	Freehold Commercial			
13	THE COURTYARD, HIGH ST, SOUTHAM, CV47 0HA	Freehold Public House			
14	THE QUEENS HEAD, REDDITCH, B97 4RL	Freehold Public House			
15	25 DURBERVILLE RD, WOLVERHAMPTON, WV2 2ES	Freehold House			
16	LAND, PARK ST, ROWLEY REGIS, B65 0LS	Freehold Building Land			
17	1258 STRATFORD RD, HALL GREEN, B28 9BQ	Freehold House			
18	MERIDEN HOUSE, HALESOWEN, B63 3AB	Freehold Offices			
19	9 SOUTHBOURNE AVENUE, WALSALL, WS2 9UD	Freehold House			
20	395 LODGE ROAD, HOCKLEY, B18 5PW	Freehold Shop & Flat			
21	54 MIDDLETON ROAD, SHIRLEY, B90 2JJ	Freehold House			
22	34 GLADSTONE STREET, CLEVELAND TS13 4DR	Freehold House			
23	99 WELLINGTON ROAD, BIRMINGHAM, B20 2DZ	Freehold House			
24	65 VICTORIA AVENUE, WALSALL, WS3 3EB	Freehold House			
25	THE QUEENS HEAD, HOCKLEY, B19 2TX	Freehold Public House			
26	4 VERNON ROAD, OLDBURY, B68 8SE	Freehold House			
27	77 BROOK STREET, LYE, DY9 8SN	Freehold House			
28	74 BLAKELAND STREET, BIRMINGHAM, B9 5XG	Freehold House			
29	25 HIGH STREET, KINGS HEATH, B14 7BB	Freehold Shop & Flat			
30	111 PARK LANE, OLDBURY, B69 4LP	Freehold Industrial/Yard			
31	3 GROUND RENTS IN BIRMINGHAM & SWANSEA	Freehold Ground Rents			
32	3 GROUND RENTS IN BIRMINGHAM & BRIDGEND	Freehold Ground Rents			
33	2 GROUND RENTS IN BIRMINGHAM	Freehold Ground Rents			
34	3 GROUND RENTS IN BIRMINGHAM & BRIDGEND	Freehold Ground Rents			
35	FGR 1A NEWWEY STREET, DUDLEY, DY1 2SB	Freehold Ground Rents			
36	GARAGES, HIGH ST, WEDNESFIELD, WV11 1SZ	Freehold Garages			
37	LAND, SEAN DOLAN CLOSE, B65 8BL	Freehold Land			
38	LAND, SEAN DOLAN CLOSE, B65 8BL	Freehold Land			
39	FORMER CLINIC, BRIERLEY HILL DY5 1RE	Freehold D1 Premises			
40	LAND, STONE RD, STOKE-ON-TRENT, ST4 8NR	Freehold Building Plot			

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 End Terraced House

*Guide Price: £63,000 - £69,000 (+Fees)

42 New John Street, Halesowen, West Midlands B62 8HL

Property Description:

A traditional end terraced house of two storey brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows having three reception rooms and two double bedrooms but requiring modernisation and improvement throughout.

The property is set back from the road behind a walled foregarden and forms part of an established residential area.

New John Street leads directly off Halesowen Road and the property is conveniently within a third of a mile from Blackheath Town Centre providing a wide range of retail amenities and services.

Accommodation

Ground Floor

Front Reception Room, Rear Reception Room, Dining Room, Kitchen, Lobby, Bathroom with bath and wash basin, Separate Toilet with wc

First Floor

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

Outside:

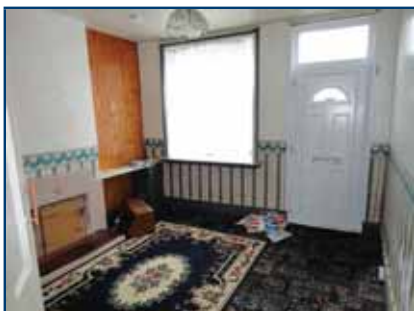
Front: Walled foregarden
Rear: Shared pedestrian access, rear yard, brick store and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £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

Card Payments

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

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CHARTERED SURVEYORS

LOT 2

Leasehold Vacant Two Bedroom Flat

*Guide Price: £66,000 - £72,000 (+Fees)

9 Ambury Way, Great Barr, Birmingham, West Midlands B43 5JH

Property Description:

A first floor flat located in a purpose built block set back from the road behind communal gardens and parking area. The property benefits from having UPVC double glazing, gas fired central heating and is offered for sale in a presentable condition. The property further benefits from a garage located in a separate block providing secure off road parking. Ambury Way is located off Green Lane which in turn is found off Newton Road (A4041) the property is within half a mile distance of the Scott Arms Shopping Facilities

Accommodation:

Ground Floor

Communal Entrance with secure door entry system

First Floor

Flat 9

Entrance Hallway, Lounge, Kitchen, 2 Bedrooms and Shower Room having shower cubicle, wash basin and WC

Outside:

Communal gardens and garage located in a separate block allowing for secure off road parking

Leasehold Information

Term 110 years from 25 March 2000

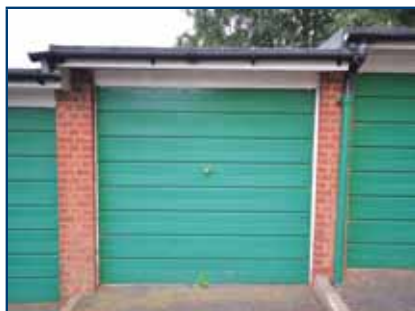
Rent Refer to legal pack

Service Charge Refer to legal pack

Legal Documents: Available at

www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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CHARTERED SURVEYORS

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

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

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

Thank you in advance for your co-operation.
If you need any help please contact the Auction Team

Tel 0121 247 2233

LOT 3
Freehold Vacant Semi-Detached House with Three Bedrooms

*Guide Price: £59,000 - £69,000 (+Fees)

418 Birmingham New Road, Coseley, Bilston, West Midlands WV14 9QB
Property Description:

A traditional semi-detached house of two-storey brick construction, surmounted by a pitched tile clad roof, benefitting from mostly UPVC double glazed windows and providing well laid out accommodation, including three bedrooms, garage and generous rear garden.

The property is situated on a service road, set well back from Birmingham New Road (A4123) a short distance to the south of the junction with Shaw Road (A463) and conveniently within one mile from Sedgley Town Centre and three miles to the south of Wolverhampton City Centre.

Accommodation:
Ground Floor

Porch, Reception Hall, Lounge, Open Plan Dining Room and Kitchen with Pantry, Utility Room, Side Garage.

First Floor

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

Outside:

Front: Lawned foregarden with tarmacadam driveway, providing access to garage.

Rear: Paved patio and mature predominantly lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233


LEGAL PACKS

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

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

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

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

LOT 4

Freehold Redevelopment Land - Consent for Two Dwellings *Guide Price: £40,000 - £45,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

Former Scout Hut, Douglass Road, Dudley, West Midlands DY2 8NE

Property Description:

A triangular shaped parcel of land extending to an area of 0.23 acres (937sq.mtrs) approximately and benefitting from outline planning consent for the erection of two dwellings. The site is situated adjacent to number 2 Douglas Road at the junction with Dando Road and contains a former Scout Hut of single storey brick construction currently in dilapidated condition.

The site is situated in a residential street but forms part of a mixed use area and Douglas Road leads off Paradise which in turn leads off Prospect Row and the property is conveniently within a quarter of a mile from Dudley Southern Bypass (A461) and approximately half a mile to the south of Dudley Town Centre.

Planning

Outline Planning Consent was granted by Dudley Metropolitan Borough Council (Ref: P17/I460), dated 24th January 2018 for the erection of Two Dwellings. The plan approved with the consent detailed a pair of semi detached houses with associated landscaping and car parking.

A copy of the planning consent and all associated documents are available for inspection on Dudley MBC website (dudley.gov.uk) or from the auctioneers. All interested parties should discuss any proposals for the site with the local planning department at Dudley MBC prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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



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



LOT 5

Leasehold Vacant Flat *Guide Price: £55,000 - £60,000 (+Fees)

12 Parklands Gardens, Walsall, West Midlands WS1 2NN

Property Description:

A first floor flat located in a purpose built block set back from the road behind communal gardens and parking area. The property benefits from having UPVC double glazing, under floor heating and a garage located in a separate block providing secure off road parking. Parklands Gardens is located off Birmingham Road which gives direct access to Walsall Town Centre being approximately half a miles distance.

Accommodation:

Ground Floor

Communal Entrance with secure door entry system, stairs

First Floor

Flat 12

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

Outside:

Front Communal lawned gardens, parking area and garage located in a separate block

Leasehold Information

Term 99 years from 29 September 1981

Rent A peppercorn

Service Charge Refer to legal pack

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

Viewings: Via Cottons - 0121 247 2233



LOT 6
Freehold Vacant Retail Shop and Investment Flat

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

100 Sedgley Road, Dudley, West Midlands, DY1 4NG

Property Description:

A potential investment opportunity comprising of a ground floor retail premises along with a self-contained flat over prominently situated fronting Sedgley Road at the junction with Vicarage Road West and within approximately half a mile to the east of Sedgley Town Centre providing access to a wide range of local amenities and services.

The ground floor has previously been used as a retail shop and may be suitable for change of use to residential (subject to planning consent) and the first and second floors comprise a self-contained flat providing presentable and well laid out accommodation. The property benefits from separate gas fired central heating and double glazed windows and each part is separately metered.

Tenancy Information

Ground Floor: Vacant

Flat (100A): Let on an Assured Shorthold Tenancy at a rental of £400 per calendar month (£4,800 per annum)

Planning

The retail shop may be suitable for change of use to residential and all interested parties should discuss any proposals they may have with the local planning department at Dudley MBC prior to bidding.

Accommodation
Ground Floor

Retail Shop: 35.07sq.mtrs (377sq.ft) with modern shop front, Kitchen: 3.58sq.mtrs (38sq.ft), Toilet with wc and wash basin, Rear Office: 13.83sq.mtrs (148sq.ft)

Flat Accommodation (100A Sedgley Road)

Pedestrian Entry Access from Sedgley Road to Entrance Hall

First Floor

Stairs and Landing, Open Plan Living Area including Lounge, Dining Area and Kitchen with a range of modern fitted units

Second Floor

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

Outside:

Front: Forecourt

Rear: Gated vehicular access to an enclosed yard and parking area.

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 7

Freehold Vacant Retail Shop with Self-Contained Flat *Guide Price: £136,000 - £142,000 (+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 fittings 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

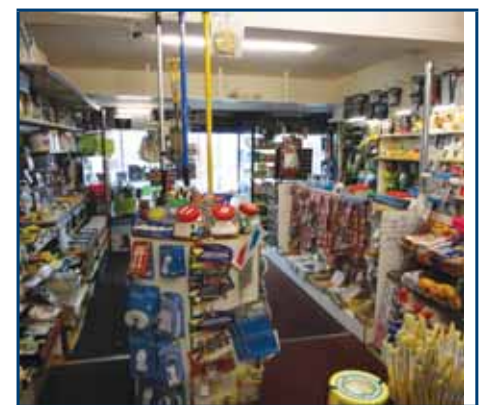
Rear: Yard with secure covered storage area and gated vehicular access from a shared rear right of way

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 8
Freehold Investment Mid Terraced House

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

24 Fairfax Drive, West Heath, Birmingham, West Midlands B31 3SQ
Property Description:

A modern mid-terraced property of brick construction surmounted by a tiled roof and located in a gated private development known on Fairfax Drive. The property benefits from having UPVC double glazing and gas fired central heating. The development in Fairfax Drive was constructed in 2006 and is located off Fairfax Road close to the junction with Edgell Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £650 pcm (£7,800 per annum)

Accommodation:
Ground Floor

Entrance Hallway, Kitchen, Lounge, WC, Stairs

First Floor

Landing, 2 Double Bedrooms and Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Front Allocated parking space
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 9

Freehold Commercial Investment
*Guide Price: £265,000 - £275,000 (+Fees)

1 Upper Lichfield Street, Willenhall, West Midlands, WV13 1PB



Property Description:

A freehold commercial property being a former public house over the ground, first and second floors with basement.

Ground floor currently has 2 retail units, one is retail unit being vacant, the other retail unit and 5 parking spaces is let to DP Realty trading as Dominos Pizza for a term of 20 years from October 2009 at a rental of £15,000 per annum with a rent review in 2014 and 5 yearly thereafter. The Tenant has a break clause in 2020.

The property benefits from a garden to the rear and a large car park to the side.

The property is located on Upper Lichfield Street near to the junction with Cross Street.

Planning:

Planning Permission was granted to convert part of the ground floor and upper floors to five 1 and 2 bedroom apartments with the retention of the vacant retail unit on the ground floor. Planning Application Number 12/1595/FL. All interested parties must inspect all relevant drawings and documents that relate to the Planning Permission. This planning expired in November 2015

Ground Floor

Retail unit 1 trading as dominos pizza
Retail unit 2 currently vacant

First Floor

Rooms 1-4, Bathroom w/ Shower & W/C, Separate W/C, Stairs leading to 2nd Floor

Second Floor

Rooms 1-4, Bathroom

Outside:

Large car park and gardens



Legal Documents

Available at: www.cottons.co.uk

Viewings

Via Cottons: 0121 427 2233



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

LOT 10
Freehold Detached 4 Bedroom Bungalow and Site (0.28 acres)

*Guide Price: £145,000 - £155,000 (+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

Viewings– Via Cottons – 0121 247 2233



Entrance from Alum Rock Road



LOT 11

Freehold Investment Opportunity
*Guide Price: £220,000 - £240,000 (+Fees)

437 Cannock Road, Hednesford, Cannock, Staffordshire, WS12 4AE



Property Description:

A substantial investment opportunity comprising 5 self contained flats contained within a 3 storey brick built development which in addition includes 2 retail shops and a further flat that are subject to Long Leasehold interests.

All five flats were fully refurbished in 2011 along with a new roof covering. The current owner had plans drawn up for a second storey extension above flat one to the rear of the property providing an additional flat however these have not been submitted and all interested parties must satisfy themselves in full regards any proposals they may have with Cannock Chase District Council. The property is located close to the junction with Green Heath Road and within walking distance of Hednesford town centre and Hednesford train station providing a direct link to Birmingham City Centre. All five flats are currently let on Assured Shorthold Tenancy Agreements and produce a rental income of £23,760 per annum. We are informed by the owner flats 3 and 6 have been in occupation for in excess of 3 years and have not had a rent review during their occupancy. Please see below for a schedule of tenancies.

Schedule of Tenancies

Hairdressers and Nursery Subject to a Long Leasehold Interest for a term of 999 years from the 29th of September 2007 paying a peppercorn ground rent.

Flat 1: Rental - £430 pcm (£5,160 per annum)

Flat 2: Rental - £425pcm (£5,100 per annum)

Flat 3: Rental - £350 pcm (£4,200 per annum)

Flat 4: Subject to a Long Leasehold Interest for a term of 125 years from 29th September 2007.

Ground Rent: £100 per annum

Flat 5 Rental - £400 pcm (£4,800 per annum)

Flat 6 Rental - £375 pcm (£4,500 per annum)

Total Rental Income: £23,760 per annum

Accommodation:

Ground Floor

Retail Units

Hairdressers : Not applicable

Nursery : Not applicable

Entrance Hallway to Flats

Having Bathroom and 2 further rooms, Stairs

First Floor

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

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

Flat 3 - Lounge/Kitchen, Bedroom and Bathroom having panel bath with shower over, wash basin and WC

Flat 4 - Not Applicable

Second Floor

Flat 5 - Lounge/Kitchen, Bedroom and Shower Room having shower cubicle, wash basin and WC

Flat 6 - Lounge/Kitchen, Bedroom and Shower Room having shower cubicle, wash basin and WC

Outside:

Rear Parking area and yard with vehicular access to the side,

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

Viewings: Via Cottons - 0121 247 2233

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



LOT 12
Freehold Vacant Commercial Unit
 *Guide Price: £230,000 - £260,000 (+Fees)

39 - 40 Summer Hill Road, Birmingham, West Midlands, B1 3RB

Property Description:

A detached single storey freehold vacant commercial unit of brick construction surmounted by a pitched roof directly fronting the pavement and occupying a prominent position on Summer Hill Road. The property has previously been used as massage parlour and gentlemen's club however may be suitable for a variety of uses including potential redevelopment, all interested parties must satisfy themselves in full with any proposals they may have with Birmingham City Council prior to bidding. The property is located on Summer Hill Road (A457) close to the junction with Powell Street and the property is within a quarter of a mile's distance of the Jewellery Quarter and half a mile's distance of Birmingham City Centre



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

Viewings: Via Cottons – 0121 247 2233

Accommodation:
Ground Floor

Front Entrance: 3.56 sq.mtrs (38 sq.ft), Inner Lobby: 4.9 sq.mtrs (53 sq.ft), Main Reception Area and Front Desk: 38.17 sq.mtrs (411 sq.ft), Inner Corridor: 15.62 sq.mtrs (168 sq.ft), Room One: 8.46 sq.mtrs (91 sq.ft), Room Two: 8.40 sq.mtrs (90 sq.ft), Room Three: 8.34 sq.mtrs (90 sq.ft), Room Four: 6.75 sq.mtrs (73 sq.ft), Room Five: 8.06 sq.mtrs (87 sq.ft), Room Six: 7.54 sq.mtrs (81 sq.ft), Room Seven: 4.66 sq.mtrs (50 sq.ft), Room Eight: 15.64 sq.mtrs (168 sq.ft), WC x 2, Kitchen Area (no fitments): 5.39 sq.mtrs (58 sq.ft) Room with separate access to Summer Hill Road: 12.08 sq.mtrs (130 sq.ft).

Sauna Area (split into 3 rooms) : Internal Corridor 6.12 sq.mtrs (66 sq.ft), Room One: 11.67 sq.mtrs (126 sq.ft), Room Two: 4.63 sq.mtrs (50 sq.ft), Room Three: 4.50 sq.mtrs (48 sq.ft),



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

LOT 13

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

*Guide Price: £210,000 - £230,000 (+ 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

BK Bruton Knowles



LOT 14
Freehold Vacant Public House with Car Park (Site Area: 0.29acres)

*Guide Price: £250,000 - £280,000 (+Fees)

The Queens Head Public House, 125 Bromsgrove Road, Redditch, Worcestershire, B97 4RL

Property Description:

A detached public house of two storey brick construction, surmounted by a pitched tile clad roof, occupying a large plot extending to an area of approximately 0.29 acres (1,173sq.mtrs) and including a large rear beer garden and tarmacadamed car park.

The property benefits from gas fired central heating and provides well laid out accommodation with internal access to a sizeable two bedroom flat/living accommodation situated to the first floor.

The property is prominently situated fronting Bromsgrove Road, virtually opposite the junction with Lowans Hill View in the well regarded residential area of Upper Batchley, conveniently within one third of a mile from both Redditch Town Centre and Railway Station.

Planning

The property may be suitable for change of use or redevelopment and all interested parties should contact the local planning department at Redditch Borough Council prior to bidding, to discuss their proposals.

Accommodation
Ground Floor

Entrance Hall, Bar: 39.6sq.mtrs (426sq.ft) with access to beer cellar, Commercial Kitchen: 10.6sq.mtrs (110sq.ft) with stainless steel fittings and store, Lounge: 25.16sq.mtrs (270sq.ft), Lobby, Ladies and Gents Toilets, Former Garage /Store Rear Passageway, Covered Seating/Smoking Area

First Floor

Stairs and Landing, Kitchen, Bedroom One (double), Bedroom Two (double), Bathroom with bath having shower over, pedestal wash basin and wc, Lounge and Store Room

Outside:

Large tarmacadamed car park providing multi car parking and a lawned beer garden

Total Site Area: 0.29acres (1,173sq.mtrs)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 15

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £59,000 - £69,000 (+Fees)

25 Durberville Road, Wolverhampton, West Midlands WV2 2ES

Property Description:

A two storey semi detached house surmounted by a hipped tile clad roof providing well laid out accommodation and benefiting from UPVC double glazed windows, three bedrooms, generous gardens and off road car parking space. Durberville Road forms part of an established residential area and leads directly off Dixon Street which in turn leads off Thompson Avenue (A4123) and is conveniently within one and a half miles to the south east of Wolverhampton City Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Dining Room, Kitchen with a range of wooden panelled units, Side Passageway with brick store, Toilet with wc and Utility Room/Store

First Floor

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

Outside:

Front: Lawned foregarden with gated vehicular access to parking space

Rear: Yard and large garden

Legal Documents:

Available at www.cottons.co.uk


Viewings:

Via Cottons - 0121 2472233



--- Legal Documents Online ---



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LOT 16
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:

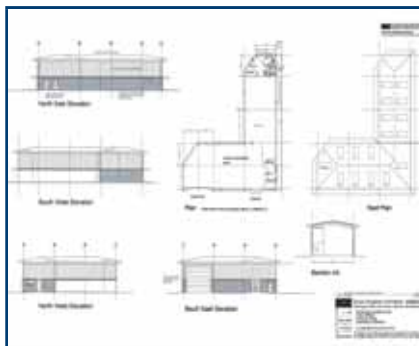
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Viewings:

External Only



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LOT 17

Freehold Vacant Detached House with Four Bedrooms

*Guide Price: £340,000 - £370,000 (+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/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

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



LOT 18
Freehold Commercial Investment Opportunity

*Guide Price: £290,000 - £320,000 (+Fees)

Meriden House 6 Great Cornbow, Halesowen, West Midlands, B63 3AB

Property Description:

A substantial three storey detached property surmounted by a tiled roof situated within walking distance to Halesowen Centre. The property benefits from having UPVC double glazing, gas fired central heating and car parking for numerous vehicles to both the front and rear of the property. Hamiltons Accountants have been in occupation since the 1st of May 1991 and are currently paying a rental of £27,500 plus VAT per annum a copy of the lease will be available in the Legal Pack. The property is located on Great Cornbow which in turn is found off Birmingham Street and is within walking distance to Halesowen Shopping Centre

Accommodation:
Basement Area

Open plan area providing 3 rooms, Room 1: 14.93 sq.mtrs (160.61 sq.ft), Room 2: 4.62 sq.mtrs (50 sq.ft), Room 3: 8.40 sq.mtrs (90 sq.ft)

Ground Floor

Entrance Hallway: 3.85 sq.mtrs (38.53 sq.ft), Male WC, Reception: 22.48 sq.mtrs (242 sq.ft), Board Room: 12.4 sq.mtrs (133 sq.ft), Kitchen: 4.23



(45 sq.ft), Female WC, Office 1: 6.57 sq.mtrs (71 sq.ft), Inner Corridor: 12.33 sq.mtrs (133 sq.ft), Office 2: 14.96 sq.mtrs (161 sq.ft), Stairs

First Floor

Having Office 3: 11.13 sq.mtrs (120 sq.ft), Office 4: 15.99 sq.mtrs (172 sq.ft), Office 5: 12.98 sq.mtrs (140 sq.ft), Office 6: 22.74 sq.mtrs (245 sq.ft), Store Room: 13.78 sq.mtrs (148 sq.ft), Office 7: 10.01 sq.mtrs (108 sq.ft), Stairs to

Second Floor

Office Area: 23.72 sq.mtrs (155 sq.ft) with restricted head height

Outside:

Private car parking for numerous vehicles to both front and rear



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

Viewings: Via Cottons - 0121 247 2233



LOT 19

Freehold Vacant End Terraced House with Three Bedrooms

*Guide Price: £88,000 - £94,000 (+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

Viewings:

Via Cottons - 0121 247 2233



LOT 20

Freehold Hot Food Takeaway and Flat Investment

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

By Instruction of The Joint LPA Receivers

395 Lodge Road, Hockley, Birmingham, West Midlands B18 5PW

Property Description:

A mid terraced three storey brick built property comprising of a ground floor hot food takeaway shop along with a self-contained flat to the first and second floors.

The property forms part of an established parade of retail shops within a mixed residential and commercial area and Lodge Road is located directly off Heaton Street close to the junction with Icknield Street (A4540) which forms part of Birmingham outer ring road.

Tenancy Information

Ground Floor: Trading as Platinum Spoon Seafood and Caribbean Takeaway, holding over on an lease which commenced 1st December 2013 for 12 months at a rent of £6,000 per annum on Full Repairing and Insuring Terms.

Flat Accommodation: We undersatnd the flat is let at a rental of £380 per calendar month (£4,560 per annum). Note: We are not in receipt of a tenancy agreement and cannot provide any warranty that the rental quoted is correct.

Ground Floor

Takeaway and Serving Area: 12.93sq.mtrs (139sq.ft), Kitchen: 10.5sq.mtrs (112sq.ft), Lobby: 1.95sq.mtrs (21sq.ft), Toilet with wc and wash basin

First & Second Floor

Flat Accommodation: Pedestrian side access off Lodge Road, Entrance Hall, Stairs and Landing with store cupboard, Lounge, Bathroom with bath having shower over, wash basin and wc, Kitchen with pantry

Second Floor

Stairs and Landing, Double Bedroom

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 21
Freehold Vacant Semi-Detached House with Three Bedrooms

*Guide Price: £190,000 - £197,000 (+Fees)

54 Middleton Road, Shirley, Solihull, West Midlands B90 2JJ
Property Description:

A semi-detached house of two-storey brick construction, surmounted by a hipped tile clad roof, benefitting from UPVC double glazed windows and external doors, gas fired central heating, three bedrooms and long rear garden, but requiring some cosmetic improvement and modernisation.

In addition, the property provides scope for creation of off-road car parking to the foregarden, along with potential for extension or provision of a garage to the rear (subject to obtaining planning consent).

The property is located in the well-regarded and popular residential area of Shirley and Middleton Road leads 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

Entrance Hall, Lounge, Breakfast Kitchen, with pantry cupboard.

First Floor

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

Outside:

Front: Lawned foregarden and shared driveway to rear.

Rear: Yard, hardstanding with shed and a long lawned garden.

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

Viewings: Via Cottons - 0121 247 2233


LOT 22
Freehold Vacant Terraced House

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

34 Gladstone Street, Carlin How, Saltburn-by-the-Sea, Cleveland TS13 4DR
Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property has been refurbished and includes double glazing, gas fired central heating and modern kitchen and bathroom fittings. The property is situated in the Village of Carlin How and Gladstone Street itself is located off both Brotton Road and Muriel Street

Accommodation:
Ground Floor

Lounge, Dining Kitchen and Bathroom having panelled bath, wash basin and WC, Stairs

First Floor

2 Bedrooms

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 23

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

Viewings:

External Only



LOT 24

Freehold Vacant Three Bedroom Semi-detached House *Guide Price: £110,000 - £120,000 (+Fees)

65 Victoria Avenue, Walsall, West Midlands WS3 3EB

Property Description:

A substantially extended 3 bedroom semi-detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a block paved foregarden allowing for off road parking and access to garage. The property benefits from having UPVC double glazing, gas fired central heating however does require some modernisation and improvement. The property is located on Victoria Avenue close to the junction with Field Road and is conveniently located within approximately half a miles distance from Bloxwich Town Centre and approximately 2 miles distance to the North of Walsall Town Centre

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room leading to Kitchen, Inner Lobby, Utility Room, Store Room, Bathroom having panelled bath, wash basin and separate WC, Stairs

First Floor

Landing, 3 Bedrooms

Outside:

Front Gated and block paved foregarden allowing for off road parking and access to garage
Rear Garden

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

Viewings: Via Cottons - 0121 247 2233



LOT 25

Freehold Public House and Yard
 *Guide Price: £230,000 - £250,000 (+Fees)

The Queens Head Public House Farm Street, Hockley, Birmingham, West Midlands, B19 2TX


Property Description:

A freehold public house of brick construction surmounted by a tiled roof situated in a site extending to an area of approximately 500.56 sq.mtrs (5,388 sq.ft), the property is currently vacant and consists of a public house on the ground floor, separate living accommodation to the first floor with car parking and beer garden outside. The property may be suitable for a variety of uses such as redevelopment/conversion and all interested parties must satisfy themselves in full with any proposals they may have with Birmingham City Council prior to bidding. The property is located at the junction of Farm Street and Hunters Vale which is located close to the Hockley Fly-over and the property is within approximately 1 and a half miles from Birmingham City Centre.

Accommodation:
Ground Floor

U-shaped Bar Area 92.15 sq.mtrs (991 sq.ft), Kitchen 9.27 sq.mtrs (99 sq.ft), Female WC and Male WC, Access to Cellar having three rooms

Room one 32.47 sq.mtrs (349 sq.ft), Room two 15.71 sq.mtrs (169 sq.ft), Room three 9.08 sq.mtrs (98 sq.ft)

First Floor

Private Living Accommodation with separate entrance having Lounge, Kitchen, 3 Bedrooms and Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Parking area and beer garden

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



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LOT 26
Freehold Vacant Mid Terraced House

*Guide Price: £69,000 - £79,000 (+Fees)

4 Vernon Road, Oldbury, West Midlands B68 8SE
Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched roof having a large single storey extension to the rear, benefiting from gas fired central heating, part UPVC double glazed windows and two bedrooms. Vernon Road forms part of an established predominantly residential area and is located directly off Rood End Road (B4169) conveniently within a third of a mile from Langley Green shopping centre and railway station and one mile from Smethwick shopping centre.

Accommodation:
Ground Floor

Front Reception Room, Inner Hall,

Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with panelled bath having shower over, pedestal wash basin and wc

First Floor

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

Outside:

 Front: Small walled foregarden
 Rear: Yard and garden

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

Via Cottons - 0121 247 2233



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LOT 27

Freehold Vacant Mid Terraced House with Two Bedrooms

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

By Instruction of Black Country Housing Group

77 Brook Street, Lye, Stourbridge, West Midlands DY9 8SN

Property Description:

A traditional built two storey mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows but requiring modernisation and improvement throughout.

Brook Street forms part of an established residential area and leads off Lye High Street which provides access to a wide range of retail amenities and services. Lye Railway Station is within one third of a mile and Stourbridge Town Centre is located one and a half miles to the west.

Accommodation:

Ground Floor

Lounge, Kitchen, Inner Hall with Store Cupboard,

Bathroom with bath, wash basin and wc

First Floor

Stairs and Landing, Two Bedrooms

Outside:

Rear: Enclosed yard, shared pedestrian access and a generous rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 28

Freehold Vacant Terraced Property

*Guide Price: £88,000 - £94,000 (+Fees)

74 Blakeland Street, Bordesley Green, Birmingham, West Midlands B9 5XG

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating. Blakeland Street is located off Bordesley Green (4128) and Yardley Green Road

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen

First Floor

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

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 29
Freehold Hot Food Takeaway and Residential Accommodation with VP

*Guide Price: £275,000 - £300,000 (+Fees)

25 High Street, Kings Heath, Birmingham, West Midlands, B14 7BB

Property Description:

A substantial three storey end of terrace property providing a ground floor lock-up shop last used as a Chinese Takeaway and generously proportioned living accommodation on the upper floors previously occupied by a variety of individuals by way of bedrooms for separate letting.

The property forms part of Kings Heath's vibrant village centre which provides a wide range of amenities and services serving a diverse residential catchment. The property is located at the Northern end of Kings Heath High Street where adjacent or nearby occupiers include Topps Tiles, Easy Gym, a Cost Cutter convenience store, KFC, Glovers Estates Agents, Bourne Jaffa Solicitors and Oulsnam Estate Agents.

The building is of substantial solid brickwork construction, part cement rendered with a pitched slate roof. The building has fallen into a state of some disrepair. Consequently, the property would benefit from some improvement and modernisation.

The upper floors are currently approached via the main retail entrance and so are not self-contained. There is potential to form a separate access to the upper floors via an external staircase which may be sited towards the side or rear of the building. The first floor accommodation could be reinstated as separate bedrooms for individual occupation or may subject obtaining statutory consents, alternatively be suitable for conversion to form self-contained flats to be let on Assured Shorthold Tenancies.

The entire property is offered with vacant possession and is likely to be of interest to private investors and owner/occupiers.

Accommodation:
Ground Floor

Retail Area 20.8 sq.mtrs (223 sq.ft), Kitchen 16.6 sq.mtrs (178 sq.ft), Rear Lobby, Freezer Store 7.4 sq.mtrs (79 sq.ft), Store/preparation Area 5.3 sq.mtrs (57 sq.ft)

First Floor

Landing, Living Room (front), Bedroom (middle), Toilet with WC, Bathroom with green suite comprising PVC bath and ceramic wash basin and Kitchen

Second Floor

Landing/Lobby and currently partitioned to form 3 bedrooms

Basement

2 Storage areas 32.5 sq.mtrs (350 sq.ft)

Outside:

Rear Outbuildings (not inspected)

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

Viewings:

Via Cottons – 0121 247 2233



LOT 30

111 Park Lane, Oldbury, West Midlands B69 4LP



Property Description:

A secure double gated site of approximately half an acre containing three industrial units and storage yard. All three units are currently intercommunicating however could be separated with relative ease, each unit also having its own separate rateable value. The site further benefits from having planning permission granted by Sandwell Metropolitan Borough Council (Ref DC/09/51700) for part of the forecourt to be used as a car wash and as such drainage facilities have already been put in place. The site may be suitable for a variety of uses and all interested parties should satisfy themselves in full with any proposals they may have with Sandwell Metropolitan Borough Council. The site is located on Park Lane adjacent with the junction of Old Park Lane and is within approximately a quarter of a miles distance from Junction 2 of the M5 Motorway.

Please Note:

There is a section of the yard that is held on a Leasehold Title (Hatched red in the plan) for a term of 99 Years from 25th December 1980, please refer to the Legal pack for further details.

Accommodation:

Unit 1

Roller Shuttered Door measuring 205.84 sq.mtrs (2216 sq.ft), Unit 2 having roller shutter door and

inspection pit measuring 199.58 sq.mtrs (2148 sq.ft), Unit 3 having roller shutter door measuring 211.76 sq.mtrs (2279 sq.ft), Store Room measuring 27.21 sq.mtrs (293 sq.ft), WC with wash basin, Office measuring 11.25 sq.mtrs (121 sq.ft)

Outside:

Caravan/Porta-cabin previously used as office and store having open plan area and shower room with shower cubicle, wash basin and WC, we understand from the owner that plumbing and electricity is in place.
Large Double gated site allowing for parking and storage, drainage facilities in place for potential car wash

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



Freehold/Leashold Vacant Industrial Units and Yard
*Guide Price: £310,000 - £340,000 (+Fees)



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



LOT 31

A Portfolio of Three Freehold Ground Rents in Birmingham & Swansea

*Guide Price: £18,000 - £22,000 (+Fees)

Freehold Ground Rents at 6 Vauxhall Crescent, Birmingham, B36 9JT, 16 Wetherby Close, Birmingham, B36 8QA, & 60 Radyr Avenue, Swansea, SA3 5DT

Property Description:

A portfolio of three freehold ground rents as follows:

6 Vauxhall Crescent, Chelmsley Wood, Birmingham, B36 9JT:

A modern terraced house located on an established residential estate approximately six miles to the east of Birmingham City centre and the property is subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 per annum in 2065 for the remainder of the term.

16 Wetherby Close, Bromford Bridge, Birmingham B36 8QA:

A modern terraced house located on an established residential estate approximately five miles to the east of Birmingham City centre and the property is subject to a long lease for a term of 99 years from the 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 per annum in 2065 for the remainder of the term.

60 Radyr Avenue, Mayals, Swansea SA3 5DT:

A detached house located in the highly regarded Mayals residential area, close to The Mumbles and three miles to the south west of Swansea city centre and the property is subject to a long lease for a term of 99 years from 24th June 1965 at a fixed ground rent of £18.25 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



60 Radyr Avenue, Mayal, Swansea SA3 5DT



6 Vauxhall Crescent, Chelmsley Wood, Birmingham B36 9JT



16 Wetherby Close, Birmingham B36 8QA

LOT 32

A Portfolio of Three Freehold Ground Rents in Birmingham & Bridgend

*Guide Price: £14,000 - £17,000 (+Fees)

Freehold Ground Rents at 196 Marsh Hill, Birmingham, B23 7HD, 2 St. Nicholas Road, Bridgend, CF31 1RT, 46 St. Georges Avenue, Bridgend, CF31 1RS

Property Description:

A portfolio of three freehold ground rents as follows:

196 Marsh Hill, Erdington, Birmingham B23 7HD:

A semi detached house located in an established residential area approximately one mile to the west of Erdington town centre and three miles to the north of Birmingham City centre and subject to a long lease for 99 years from 1st May 1986 at a current ground rent of £250 per annum rising to £500 per annum in 2026, £1,000 per annum in 2046 and £2,000 in 2066 for the remainder of the term.

2 St Nicholas Road, Bridgend CF31 1RT

A semi detached bungalow located on an established residential estate approximately one mile to the north of Bridgend town centre and subject to a long lease for a term of 99 years from 1st January 1964 at a fixed ground rent of £15 per annum

46 St Georges Avenue, Bridgend CF31 1RS:

A semi detached house located on an established residential estate approximately one mile to the north of Bridgend town centre and subject to a long lease for a term of 99 years from 1st January 1963 at a fixed ground rent of £15 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



196 MARSH HILL, ERDINGTON, BIRMINGHAM B23 7HD



46 ST GEORGES AVENUE, BRIDGEND CF31 1RS



2 ST NICHOLAS ROAD, BRIDGEND CF31 1RT

LOT 33
A Portfolio of Two Freehold Ground Rents in Birmingham

*Guide Price: £16,000 - £18,000 (+Fees)

Freehold Ground Rents at 6 Keatley Avenue, Birmingham, B33 0DE, & 47 Silver Birch Drive, Birmingham, B37 6AS
Property Description:

A portfolio of two freehold ground rents as follows:

6 Keatley Avenue, Tile Cross, Birmingham B33 0DE:

A semi detached house located on an established residential estate approximately four miles to the east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1986 at a current ground rent of £250 per annum rising to £500 per annum in 2026, £1,000 per annum in 2046 and £2,000 in 2066 for the remainder of the term.

47 Silver Birch Drive, Kingshurst, Birmingham B37 6AS:

An extended semi detached house located on an established residential estate approximately five miles to the east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1986 at a current ground rent of £250 per annum rising to £500 per annum in 2026, £1,000 per annum in 2046 and £2,000 per annum in 2066 for the remainder of the term

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

Not Applicable



47 SILVER BIRCH DRIVE, KINGSHURST, BIRMINGHAM B37 6AS



6 KEATLEY AVENUE, TILE CROSS, BIRMINGHAM B33 0DE

LOT 34
A Portfolio of Three Freehold Ground Rents in Birmingham & Bridgend

*Guide Price: £12,000 - £14,000 (+Fees)

Freehold Ground Rents at 21 Bracebridge Road, Birmingham, B24 8JQ, 34 Woodlands Park, Bridgend, CF33 6DY, & 34 Woodlands Park, Bridgend, CF33 6DY
Property Description:

A portfolio of three freehold ground rents as follows:

21 Bracebridge Road, Erdington, Birmingham B24 8JQ

A terraced house located in an established residential area located off Tyburn Road, approximately three miles to the north of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1987 at a current ground rent of £250 per annum rising to £500 per annum in 2027, £1,000 per annum in 2047 and £2,000 per annum in 2067 for the remainder of the term

34 Woodlands Park, Bridgend CF33 6DY

A detached bungalow located on an established residential estate approximately four miles to the north west of Bridgend town centre and subject to a long lease for a term of 99 years from 1st July 1972 at a fixed ground rent of £25 per annum

34 Woodlands Park, Bridgend CF33 6DY

A detached bungalow located on an established residential estate approximately four miles to the north west of Bridgend town centre and subject to a long lease for a term of 99 years from 1st July 1974 at a fixed ground rent of £25 per annum

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

Not Applicable



21 BRACEBRIDGE ROAD, ERDINGTON, BIRMINGHAM B24 8JQ



34 WOODLANDS PARK, BRIDGEND CF33 6DY



37 WOODLANDS PARK, BRIDGEND CF33 6DY

LOT 35 Freehold Ground Rent

*Guide Price: £2,500 - £3,000 (+Fees)

1A Newey Street, Dudley, West Midlands
DY1 2SB



Property Description:

A Freehold ground rent secured upon a modern mid town house set back from the road behind a lawned foregarden and including a driveway running to the rear of Newey Street providing rear vehicular access and subject to third party rights of way over.

The property forms part of an established residential area and Newey Street leads off Dibdale Street which in turn leads off Himley Road.

approximately one mile to the west of Dudley Town Centre.

Leasehold Information

The property is subject to a long lease for a term of 99 years from 25th March 1973 (less than 54 years unexpired) and at a ground rent of £40 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233

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LOT 36

Freehold Lock-up Garage Investment

*Guide Price: £5,000 - £10,000 (+Fees)

Garage Yard, to the rear of 94 - 114 High Street, Wednesfield, West Midlands WV11 1SZ

Property Description:

A block of 10 lock-up garages set back behind a hard standing forecourt and located to the rear of 94-114 High Street and accessed off Woodhouse Fold which in turn is found off Alfred Squire Road. A schedule of tenancies are detailed below.

A Schedule of Tenancies

Garage 1 Let at £260 per annum

Garage 2 Let at £300 per annum

Garage 3 Nil Rental (informal agreement)

Garage 4 Let at £250 per annum

Garage 5 Let at £250 per annum

Garage 6 Let at £208 per annum

Garage 7 Let at £208 per annum

Garage 8 Let at £250 per annum

Garage 9 Let at £260 per annum

Garage 10 Vacant

Total Rental Income £1,986 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

LOT 37

Two Freehold Parcels of Land - Circa 2.95 Acres

*Guide Price: £20,000 - PLUS (+Fees)

On The Instructions of The Administrators of Mar City Developments Limited
Land to North & South of, Sean Dolan Close, Rowley Regis, B65 8BL
Property Description:

Two parcels of freehold land (Registered Title No. WM769104), irregular in shape and extending to a combined area of approximately 2.95 acres. The land is predominantly woodland with the exception of a grassed section fronting Sean Dolan Close.

Sean Dolan Close comprises a modern residential development and leads off Carnegie Road which leads via Ross off Powke Lane (A4100) and is within half a mile from Black Heath Town Centre and one mile from Cradley Heath Town Centre.

Planning

The land is located to the north and south of a modern residential development and may offer potential. We recommend that all interested parties contact the local planning department at Dudley MBC to discuss any proposals for the site prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only



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

LOT 38

Freehold Parcel of Land - Circa 0.201 Acres

*Guide Price: £25,000 - £30,000 (+Fees)

On The Instructions of The Administrators of Mar City Developments Limited
Land to the North of, Sean Dolan Close, Rowley Regis, West Midlands B65 8BL
Property Description:

A parcel of freehold land (Registered Title No. WM654923), irregular in shape and extending to an area of approximately 0.201 acres. The land is currently grassed and gently sloping, benefiting from a wide frontage to Sean Dolan Close.

Sean Dolan Close comprises a modern residential development and leads off Carnegie Road which leads via Ross off Powke Lane (A4100) and is within half a mile from Black Heath Town Centre and one mile from Cradley Heath Town Centre.

Planning

The land is located at the entrance of a modern residential development and may offer potential. We recommend that all interested parties contact the local planning department at Dudley MBC to discuss any proposals for the site prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only



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

LOT 39

Freehold Vacant DI Commercial Premises (Potential for Change of Use) *Guide Price: £270,000 - £300,000 + VAT (+Fees)

Former Clinic known as The Hearing Centre, Cottage Street, Brierley Hill, DY5 1RE



Property Description:

A detached commercial premises of single storey brick construction previously used as a clinic and hearing centre occupying a corner plot and prominently situated on Cottage Street. The property requires refurbishment and is arranged to provide a number of open plan and private offices with staff rooms and ancillary accommodation and occupies a rectangular shaped plot which extends to an area of approximately 0.33acres (1,335sq.mtrs) and which includes a rear car park for approximately 14 vehicles.

The property is situated within Brierley Hill Town Centre and Cottage Street leads directly off Mill Street (A4100) which in turn leads off High Street containing a wide range of local shops and services and the property is within half a mile from Merry Hill Shopping Centre.

Planning

The property benefits from DI Planning Consent (Non Residential Institutions) and can be used for a variety of uses including Medical & Health services, Creche, Day Nursery, Education & Training centres and Place of Worship. The property may also be suitable for redevelopment or change to other uses

and all interested parties should discuss any proposals with the local planning department at Dudley MBC prior to bidding.

Accommodation

Ground Floor

Entrance Hall, Reception Room, Staff Room, Two Open Plan Offices, Kitchen, Corridor to Service Room, Stores and Ladies, Gents and Disabled Toilets, Main Corridor providing access to Eight Private Offices, Store, Kitchen with Separate Toilet and Meeting Room

Outside:

Extensive surrounding gardens which may provide scope for additional car parking and rear tarmacaded car parking area with security barrier and spaces for approximately 14 vehicles.

Net Internal Area: 244.3sq.mtrs (2,629sq.ft)

approximately

Gross Internal Area: 352.09sq.mtrs (3,790sq.ft)

approximately

Total Site Area: 0.33acres (1,335sq.mtrs)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



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



LOT 40

Freehold Building Plot (Planning for a Detached House)

*Guide Price: £20,000 - £25,000 (+Fees)

Land between, 169-173 Stone Road, Stoke-on-Trent, Staffordshire ST4 8NR

Property Description:

A parcel of freehold land extending to a total site area of approximately 179.22 sq.mtrs (1930 sq.ft). The land is situated fronting Stone Road (A34) and has Outline Planning Consent for the erection of 1 detached house. The land is situated in a residential area and located close to the junction with Mayne Street

Planning:

Outline planning consent was granted by Stoke-on-Trent City Council (Ref 60288/OUT and dated 1st November 2016) for the residential development of one detached house.

Viewings: Via Cottons – 0121 247 2233

Proposed Accommodation

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, W/C, Stairs

First Floor

Bedroom 1, 2 and 3, Bathroom

Second Floor

Bedrooms 4 and 5

Outside:

Lawned garden and off road parking accessed via Main Street with driveway and garage

A copy of the Architects Plans are available to view from the Council's Web Page www.stoke.gov.uk

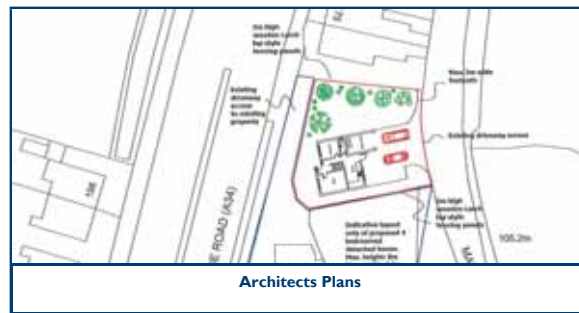
Legal Documents: Available at www.cottons.co.uk



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



Vehicular access off Mayne Street



Architects Plans

LOT 41

Freehold Land

*Guide Price: £20,000 - £25,000 (+Fees)

Land to the South West Side of Peel Street, Winson Green, Birmingham, West Midlands B18 7DX

Property Description:

An irregular shaped parcel of freehold land extending to a total site area of approximately 260 sq.mtrs (2799 sq.ft). The land is situated fronting Peel Street and has vehicular access and maybe suitable for a variety of uses however all interested parties must satisfy themselves in full with any proposals they may have with Birmingham City Council prior to bidding. Peel Street is located off Norman Street which in turn is found off Winson Green Road (A4040)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



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



LOT 42

46 & 46A Wordsworth Road, Small Heath, Birmingham, West Midlands B10 0EE



Property Description:

A substantial mixed use period built property of predominantly three storey brick construction surmounted by a pitched slate clad, requiring complete refurbishment roof and comprising of a substantial dwelling house with three reception rooms and five bedrooms, an attached coach house having three bedrooms, more recently used for the purposes of a workshop and storage, and a secure gated vehicular access leading to a large rear yard area with a range of outbuildings/workshops.

The property is set back behind a foregarden and twin driveway and occupies a large rectangular shaped site extending to an area of approximately 0.27acres (1,075sq.mtrs).

The property forms part of an established residential area predominantly containing a range of traditional housing and Wordsworth Road runs between Coventry Road and the traffic roundabout with Golden Hillock Road which provides direct access to the Small Heath Highway (A45) which leads to Birmingham City Centre to the north west and Birmingham Airport, The NEC and the M42 Motorway (junction 6) to the east.

The property is conveniently within walking distance to a wide range of local services and amenities on Coventry Road, Small Heath Park and to the Central Mosque located on Golden Hillock Road.

Planning

The property is mixed use having been long established as a vehicle maintenance yard and premises. The property may be suitable for redevelopment or conversion solely for residential use. All interested parties should contact the local planning department at Birmingham City Council prior to bidding to clarify the existing planning status and discuss any proposals for the site.

Accommodation

Ground Floor

46 Wordsworth Road
Entrance Hall, Reception Hall, Cloak Room with wc and wash basin, Cellar access comprising One Room, Right Hand Reception Room, Left Hand Reception Room, Dining Room, Kitchen

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bathroom with panelled bath, pedestal wash basin and wc, Cloak Room with wc and wash basin, Bedroom Three (double)

Second Floor

Stairs and Landing to Bedroom Four (double) intercommunicating with Bedroom Five (double)

The Coach House

Ground Floor

Front Room, Kitchen, Bathroom

First Floor

Stairs and Landing, Bedroom One (double),

Bedroom Two (small double), Bedroom Three (double)

Outside:

Foregarden and driveway to both dwelling house and coach house, secure vehicular gated access to a substantial rear yard with workshop: 30.34sq.mtrs (326sq.ft) with inspection pit, a range of brick built stores and wc

Gross Internal Area (Approximate)

46 Wordsworth Road: 218.08sq.mtrs (2,347sq.ft)

Coach House: 82.34sq.mtrs (886sq.ft)

Total Gross Internal Area; 300.41sq.mtrs (3,233sq.ft)

Total Site Area: 0.27acres (1,075sq.mtrs)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233. The interior of the property will be lit with site lighting but it is advisable to bring a torch.

Note 1: Completion will be 56 days from exchange of contracts.

Note 2: The property will be sold as seen including all contents.

Note 3: All parties viewing the property must do so with utmost caution and entirely at their own risk. Neither the seller nor the auctioneers accept any liability for injury or harm caused whilst viewing the property.

Freehold Vacant Mixed Use Property inc. Dwelling, Coach House & Business Premises/Yard
*Guide Price: £370,000 - £400,000 (+Fees)



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

LOT 43

Freehold Vacant Semi-Detached House with Two Bedrooms

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

By Instruction of Black Country Housing Group

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

Property Description:

A traditional semi detached house of two storey brick construction surmounted by a pitched tile clad roof, occupying an elevated position and benefiting from gas fired central heating and UPVC double glazed windows. Albert Street is located off Cemetery Road which leads off Pedmore Road (A4036) and the property is located within half a mile from Lye High Street which provides access to a wide range of retail shops and amenities.

Accommodation:

Ground Floor

Lounge, Inner Hall, Breakfast Kitchen with a range of fitted units

First Floor

Stairs and Landing, Two Bedrooms, Bathroom with bath

having shower over, pedestal wash basin and wc

Outside:

Pedestrian side access to rear garden with lawn and patio

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 44

Freehold Vacant Mid Terraced House with Two Bedrooms

*Guide Price: £58,000 - £63,000 (+Fees)

By Instruction of Black Country Housing Group

38 Albert Street, Lye, Stourbridge, West Midlands DY9 8AQ

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and rear ground floor extension but requiring modernisation and improvement. Albert Street is located off Cemetery Road which in turn leads off Pedmore Road (A4036) and the property is within approximately half a mile from Lye High Street which provides access to a wide range of retail shops and amenities.

Accommodation:

Ground Floor

Open Plan Living Area comprising of Lounge and Dining Room, Kitchen, Lobby, Bathroom with bath having

shower over, pedestal wash basin and wc

First Floor

Stairs and Landing, Two Double Bedrooms

Outside:

Rear: Shared pedestrian entry access to yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 45

Freehold Vacant Three Bedroom House

*Guide Price: £60,000 - £68,000 (+Fees)

140 Valley Road, Walsall, West Midlands WS3 3AP

Property Description:

An end terraced house of brick construction surmounted by a tiled roof, set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property is in need of modernisation and improvement. Valley Road forms part of an established residential area and the property is situated between the junctions of Ryle Street and Abbotts Street conveniently within approximately half a mile distance from Bloxwich Town Centre and approximately two miles distance to the north of Walsall Town Centre.

Accommodation

Ground Floor

Entrance Porch, Entrance Hall, Living Room and Dining Kitchen, WC, store

First Floor

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

Outside:

Front: Lawned foregarden and driveway providing off road parking
Rear: lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 46
Freehold Vacant Mid Terraced House with Three Bedrooms

*Guide Price: £110,000 - £118,000 (+Fees)

32 Holt Road, Halesowen, West Midlands B62 9HQ
Property Description:

A modern mid terraced house of two storey brick construction surmounted by a pitched tile clad roof, set back from the road behind a tarmacadamed forecourt providing off road car parking. The property benefits from gas fired central heating, three bedrooms and large rear garden but requires modernisation and cosmetic improvement throughout. Holt Road forms part of an established residential area and leads directly off Nimmings Road (B4169) and the property is conveniently within a third of a mile from both Blackheath Town Centre providing access to a wide range of retail amenities and services and from Rowley Regis Railway Station.

Accommodation:
Ground Floor

Entrance Hall, Open Plan Dining Kitchen, Full Width Lounge, Integral Garage part converted into Informal Living Space with pedestal wash basin and wc

First Floor

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

Outside:

Front: Tarmacadamed forecourt providing off road parking and access to garage

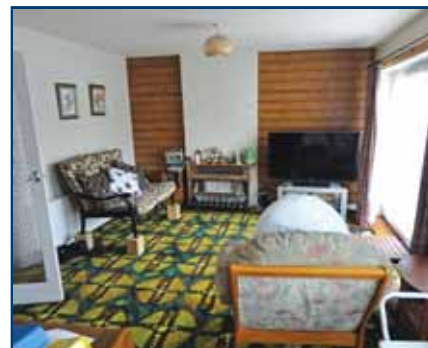
Rear: very long rear garden including decked patio area and large vegetable plot

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

Viewings: Via Cottons - 0121 2472233



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


LOT 47
Freehold Residential Investment

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

195 Summer Road, Erdington, Birmingham, West Midlands B23 6DX
Property Description:

An end terraced house of traditional two storey brick construction surmounted by a pitched roof benefiting from part UPVC double glazed windows and gas fired central heating.

The property is situated directly fronting Summer Road close to the junction with Marsh Lane and conveniently within a quarter of a mile from Erdington Town Centre.

The property is currently let on an Assured Shorthold Tenancy which commenced in December 2015 at a rental of £550 per calendar month (£6,600 per annum) The seller advises that the original tenancy agreement has been mislaid and that no rent is currently being collected from the tenant.

Accommodation
Ground Floor

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

First Floor

Stairs and Landing, two Double Bedrooms

Outside:

Rear: Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 48

Freehold Vacant Cottage with Three Bedrooms

*Guide Price: £105,000 - £115,000 (+Fees)

31 Post Office Road, Baddesley Ensor, Atherstone, Warwickshire CV9 2DD

Property Description:

A mid terraced cottage of brick construction surmounted by a pitched tile clad roof, benefiting from mostly UPVC double glazed windows, gas fired central heating, well laid out living accommodation and three bedrooms.

Baddesley Ensor is a popular commuting village located within close proximity to woodland/public open space, three miles to the west of Atherstone Town Centre, four miles from the M42 Motorway (junction 10) and conveniently located with access to a wide range of employment opportunities being within three miles from industrial estates located in Atherstone and including both TNT and Aldi Headquarters and three miles from Birch Coppice Distribution

Accommodation

Ground Floor

Lounge opening to Dining Room, Kitchen with a range of modern fitted units, Rear Entrance Porch

First Floor

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

Outside:

Front: Forecourt parking space
Rear: Yard (subject to right of way), brick store, lawned garden and patio

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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0121 247 4747
domalley@cottons.co.uk

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

www.cottons.co.uk



LOT 49
Freehold Vacant Mid Terraced House in Presentable Condition

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

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

A presentable much mid terraced house of brick construction with rendered front elevation surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and two double bedrooms. King Street is located off Belmont Road which is the continuation of Cemetery Road and the property is within approximately half a mile from Lye High Street which provides access to a wide range of shops and amenities.

Accommodation:
Ground Floor

Lounge, Inner Hall with cellar access, Dining

Kitchen with a range of modern fitted units, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (full width double), Bedroom Two (double).

Outside:

Rear: Shared pedestrian entry access to a large paved yard/patio and lawned garden

Viewings: Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk


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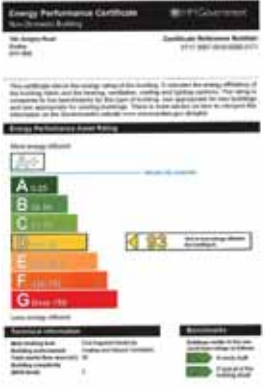






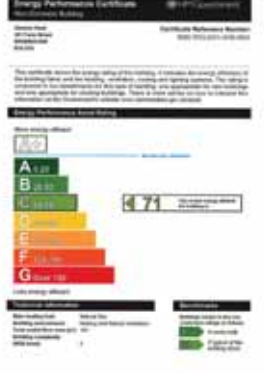


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LOT 6	LOT 7	LOT 9	LOT 12	LOT 13
		<p style="text-align: center;">Energy Performance Certificate</p> <p style="text-align: center;">The EPC for this property was commissioned on</p> <p style="text-align: center;">21.06.2018</p> <p style="text-align: center;">This will be added to the Legal Pack and available on our website.</p>	<p style="text-align: center;">Energy Performance Certificate</p> <p style="text-align: center;">The EPC for this property was commissioned on</p> <p style="text-align: center;">25.06.2018</p> <p style="text-align: center;">This will be added to the Legal Pack and available on our website.</p>	
LOT 13	LOT 14	LOT 18	LOT 20	LOT 25
		<p style="text-align: center;">Energy Performance Certificate</p> <p style="text-align: center;">The EPC for this property was commissioned on</p> <p style="text-align: center;">27.06.2018</p> <p style="text-align: center;">This will be added to the Legal Pack and available on our website.</p>		
LOT 29	LOT 30	LOT 39		

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 Bank/Building Society draft may be paid by the following methods:

Card Payments

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

Personal/Company Cheque

(all cheques are subject to a valid form of identification eg. passport or photo driving licence and 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

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:
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