

20th FEBRUARY 2019

Cottons

CHARTERED SURVEYORS

AUCTION

WEDNESDAY 20th FEBRUARY 2019

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 46 LOTS

Order of Sale

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

By instruction of a variety of Vendors including, Coventry City Council, Solicitors, LPA Receivers, Administrators, Liquidators, Joint Property Agents, Companies and Private Clients

1	49 GRAVELLY LANE, ERDINGTON, B23 6UJ	FREEHOLD VACANT RESIDENTIAL
2	46 CHURCHFIELD AVENUE, TIPTON, DY4 9NF	LEASEHOLD RESIDENTIAL INVESTMENT
3	ACCESS RD, WHITWORTH CL, DARLASTON, WS10 8LJ	FREEHOLD ROADWAY/LAND
4	70A STAFFORD STREET, WILLENHALL, WV13 1RT	FREEHOLD VACANT COMMERCIAL
5	28 FORMANS ROAD, SPARKHILL, B11 3AP	FREEHOLD VACANT RESIDENTIAL
6	FLAT 4, 719 KINGS ROAD, GREAT BARR, B44 9HP	LEASEHOLD VACANT RESIDENTIAL
7	FLAT 2 STOCKTON COURT, BILSTON, WV14 9SY	LEASEHOLD RESIDENTIAL INVESTMENT
8	FLAT 11 STOCKTON COURT, BILSTON, WV14 9SY	LEASEHOLD RESIDENTIAL INVESTMENT
9	FLAT 4 STOCKTON COURT, BILSTON, WV14 9SY	LEASEHOLD RESIDENTIAL INVESTMENT
10	26 CHURCH ROAD, KIRBY MUXLOE, LE9 2AD	FREEHOLD RESIDENTIAL INVESTMENT
11	37 HARGREAVES ST, WOLVERHAMPTON, WV1 2TB	FREEHOLD VACANT RESIDENTIAL
12	2 DELVES GREEN ROAD, WALSALL, WS5 4LW	FREEHOLD VACANT RESIDENTIAL
13	169 GREENLAWNS, ST. MARKS RD, TIPTON, DY4 0SU	LEASEHOLD VACANT RESIDENTIAL
14	103/103A GREENLAWNS, ST. MARKS RD, TIPTON, DY4 0SU	LEASEHOLD VACANT RESIDENTIAL
15	29 POPLAR TERRACE, COUNTY DURHAM DL17 9EL	FREEHOLD RESIDENTIAL INVESTMENT
16	18 SILVERTON CRESCENT, BIRMINGHAM, B13 9NH	FREEHOLD VACANT RESIDENTIAL
17	ROYAL OAK, 73 LANGLEY GN RD, OLDBURY, B68 8LA	FREEHOLD PUBLIC HOUSE
18	69 GRESHAM ROAD, HALL GREEN, B28 0HX	FREEHOLD VACANT RESIDENTIAL
19	5 FORMANS ROAD, SPARKHILL, B11 3AA	FREEHOLD VACANT SHOP/ FLAT
20	FLATS 1 - 30 ST. CLEMENTS CT, WORC, WR2 5NW	FREEHOLD GROUND RENTS
21	23 SPRINGS AVENUE, BROMSGROVE B61 0NU	FREEHOLD GROUND RENT
22	17 HILARY DRIVE, WALSALL, WS9 0DE	FREEHOLD GROUND RENT
23	8 JOHNSON CLOSE, LICHFIELD, WS13 6AW	FREEHOLD GROUND RENT
24	1551-1553 STRATFORD RD, HALL GREEN, B28 9JA	FREEHOLD VACANT COMMERCIAL
25	28 BIRMINGHAM STREET, OLDBURY, B69 4DS	FREEHOLD COMMERCIAL INVESTMENT
26	LITTLE LONDON FARM HOUSE, ALVELEY, WV15 6HZ	FREEHOLD VACANT RESIDENTIAL
27	9 WREKIN VIEW, WOLVERHAMPTON, WV1 4QQ	LEASEHOLD RESIDENTIAL INVESTMENT
28	220 BARNES HILL, BIRMINGHAM, B29 5TY	FREEHOLD VACANT RESIDENTIAL
29	BLDG WEST OF GRAND POST HOUSE, WOLV, WV1 1HL	FREEHOLD VACANT COMMERCIAL
30	15B DURBERVILLE ROAD, WOLV, WV2 2ES	LEASEHOLD RESIDENTIAL INVESTMENT
31	LAND 169 & 173 STONE RD, STOKE-ON-TRENT, ST4 8NR	FREEHOLD BUILDING PLOT
32	97 GROSVENOR RD, HANDSWORTH, B20 3NG	FREEHOLD RESIDENTIAL INVESTMENT
33	50 NORMANTON TOWER, ERDINGTON, B23 5UB	LEASEHOLD VACANT RESIDENTIAL
34	FLAT 3, CANNOCK ROAD, HEDNESFORD, WS12 4AE	LEASEHOLD RESIDENTIAL INVESTMENT
35	20 BRIGFIELD CRESCENT, BILLESLEY, B13 0JP	FREEHOLD VACANT RESIDENTIAL
36	LAND AT HARRY ROSE ROAD, COVENTRY, CV2 5AT	FREEHOLD LAND
37	LAND ADJ TO RED LANE, COVENTRY, CV6 5EP	FREEHOLD LAND
38	19 - 23 FREEHOLD STREET, COVENTRY, CV1 5BG	FREEHOLD VACANT COMMERCIAL
39	FOREST HOUSE, CANNOCK CHASE, WS15 2UZ	FREEHOLD VACANT RESIDENTIAL
40	AVION GRILL, BARGATE DRIVE, WOLV, WV6 0QW	FREEHOLD SHOP/FLAT INVESTMENT
41	16 BEECHFIELD GROVE, BILSTON, WV14 9TJ	FREEHOLD VACANT RESIDENTIAL
42	105 & 105A CHURCH RD, ERDINGTON, B24 9BE	FREEHOLD RESIDENTIAL INVESTMENT
43	CLAYTON HOUSE, CLAYTON ST, CHESTERFIELD, S41 0DW	FREEHOLD COMMERCIAL INVESTMENT
44	22 OLD BROMFORD LANE, BIRMINGHAM, B8 2RG	FREEHOLD VACANT RESIDENTIAL
45	16 KINGSTANDING ROAD, GREAT BARR, B44 8AA	FREEHOLD VACANT COMMERCIAL
46	2 DERWENT CLOSE, BRIERLEY HILL, DY5 4QA	FREEHOLD VACANT RESIDENTIAL

Auctioneers:

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

Valuers:

Ian M. Axon, Sam Moxon ANAVA, Stephen D. Sutton B.Sc. (Est.Man.) FRICS, Dan O'Malley B.Sc. (Hons.) AssocRICS MNAEA

Auction Manager:

Sue Worrall

Auction Team:

Richard Longden B.Sc. (Hons.) MRICS, Nada Turton B.A, Julie Murphy, Sharron Sheldon, Mark Cullen, Tina Thornton, 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)

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

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 Refurbished Two Bedroom House

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

49 Gravelly Lane, Erdington, Birmingham, West Midlands B23 6UJ

Property Description:

An end terraced property of brick construction, surmounted by a tiled roof, set back from the road behind a walled foregarden. The property benefits from having been refurbished and includes UPVC double glazing, gas-fired central heating, new modern kitchen and bathroom fittings, new doors, redecoration and new carpets throughout.

The property is located on Gravelly Lane, close to the junction with both Station Road and Marsh Lane and the property is within walking distance to Erdington Railway Station.

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen, Stairs

First Floor

Landing, Two Bedrooms and Bathroom, having panelled bath, wash basin and wc.

Outside:

Front: Fenced foregarden.

Rear: Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Please Note:

Internal photos will be available to view online from 07/02/19



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

Cottons
CHARTERED SURVEYORS

LOT 2

Leasehold Investment, Three Bedroom Flat (Rental £5,720 per annum)

*Guide Price: £28,000 - £32,000 (+Fees)

46 Churchfield Avenue, Tipton, West Midlands DY4 9NF

Property Description:

A purpose built second floor flat forming part of a three storey block situated in a cul-de-sac located off Lichfield Street which in turn leads off Upper Church Lane (B4163).

The property provides generous and well laid out accommodation which includes three bedrooms and benefits from having gas fired central heating, UPVC double glazed windows and ample communal car parking located to the rear. The property is currently let on an assured shorthold tenancy agreement producing a rental of £110 per week (£5,720 per annum).

Accommodation:

Ground Floor

Communal Entrance with Secure Door Entry System, Stairs

Second Floor

Hallway, Lounge with balcony, Three Bedrooms, Kitchen and Bathroom

Outside:

Surrounding communal gardens and ample parking area located to the rear

Leasehold Information:

Lease Term: 18 July 1986 to 1 July 2084

Rent £36 rising to £72 and additional rent



Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 3

Freehold Access Road/Land: Circa 0.9 acres

*Guide Price: £15,000 - £20,000 (+Fees)

On the Instructions of the Administrators of Mar City Developments Limited

Access Road Forming Part of Whitworth Close, Darlaston, West Midlands WS10 8LJ

Property Description:

A freehold access road forming part of Whitworth Close and located to the North of Manheim Birmingham Car Auctions and extending to an area of approximately 0.9 acres.

The road is subject to rights of way over and appears to be currently used extensively for on street parking by customers visiting the aforementioned auction site.

Manheim Auctions hold three sales each week from their Darlaston site on Mondays, Wednesdays and Fridays.

Whitworth Close leads directly off Heath Road and is located in an area containing a wide range of industrial and commercial premises and approximately one and a half miles from the M6 motorway (junctions 9 & 10)

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 and any changes may subsequently change the quoted site area.

LOT 4
Freehold Vacant Three Storey Property

*Guide Price: £42,000 - £46,000 (+Fees)

70A Stafford Street, Willenhall, West Midlands WV13 1RT
Property Description:

A three storey property of brick construction surmounted by a tiled roof directly fronting the pavement. The property has previously been used as a hair salon. The property is located within Willenhall Town Centre and the property itself is situated between the junctions of Littlewood Street and Union Street

Accommodation:
Ground Floor

Salon Area measuring 16.69 sq.mtrs (179 sq.ft), Stairs

First Floor

Treatment Room measuring 15.87 sq.mtrs (170 sq.ft), Stairs

Second Floor

Salon Area Number 2 measuring 16.03 sq.mtrs (172 sq.ft), Shower Room having shower cubical, wash basin and WC

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LEGAL PACKS

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

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

The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day.

By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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

LOT 5

Freehold Vacant Terraced Property

*Guide Price: £94,000 - £99,000 (+Fees)

28 Formans Road, Sparkhill, Birmingham, West Midlands B11 3AP

Property Description:

A mid-terrace house of traditional brick construction, surmounted by a pitched slate tiled roof set back behind a fenced and paved foregarden. The property benefits from UPVC double glazed windows and gas fired central heating. The property provides well laid out accommodation and is situated within walking distance from the Stratford Road which provides local shopping facilities and a direct route into Birmingham City Centre and Solihull.

Accommodation:

Ground Floor

Reception Room One, Reception Room Two, Kitchen.

First Floor

Stairs and Landing, Bedroom One, Bedroom Two, Bathroom having corner bath, wash basin and wc.

Outside:

Front: Paved and fenced foregarden.

Rear: Lawned garden with patio area.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 6

Leasehold Vacant Purpose Built Flat

*Guide Price: £68,000 - £75,000 (+Fees)

Flat 4, 719 Kings Road, Great Barr, Birmingham, West Midlands B44 9HP

Property Description:

A modern one bedroom flat forming part of a two storey purpose built development, set back from Kings Road behind a paved and lawned forecourt.

The property provides well laid out accommodation and is offered for sale in well maintained condition, benefiting from gas fired central heating, security door entry system and UPVC double glazed windows.

The property is situated close to the junction with Privet Close in a popular and established residential area and is within approximately 200 metres from the junction of Kings Road and Queslett Road (A4041), the latter providing direct access to Sutton Park located within approximately one mile to the north and within approximately one and a half miles from both Scott Arms Shopping Centre located in Great Barr and the M6 Motorway (junction 7)

Accommodation:

Ground Floor

Communal Entrance Hall with security door entry system

First Floor

Stairs and Landing, Reception Hall with store cupboards, Bathroom with panelled bath

having shower over, pedestal wash basin and wc, Breakfast Kitchen with pantry cupboard and a range of units, Lounge, Double Bedroom

Outside:

Communal gardens and a shared rear garden

Leasehold Information

Lease Term: 125 Years from 7 March 1983

Ground Rent: £10 per annum

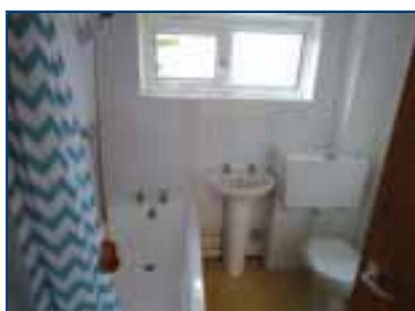
Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 7**Leasehold Investment (One Bedroom Flat Producing £4,920 per annum)**

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

Flat 2 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY**Property Description:**

A one bedroom purpose built flat situated on the first floor of a five storey development. The property benefits from having part UPVC double glazing and a garage located in a separate block. Stockton Court is located off Mason Street which is found off Birmingham New Road (A4123). The property is currently let on an assured shorthold tenancy agreement producing a rental of £410 per week (£4,920 per annum).

Accommodation:**Ground Floor:**

Communal Entrance and stairs to

First Floor:

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

Outside:

Communal Grounds and garage

Lease Information:

Term : 99 years from 24th June 1978

Ground Rent : Refer to Legal Pack

Service Charge : Refer to Legal Pack

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

Via Cottons – 0121 247 2233

LOT 8**Leasehold Investment (One Bedroom Flat Producing £4,920 per annum)**

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

Flat 11 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY**Property Description:**

A one bedroom purpose built flat situated on the second floor of a five storey development. The property benefits from having UPVC double glazing and a garage located in a separate block. Stockton Court is located off Mason Street which is found off Birmingham New Road (A4123). The property is currently let on an assured shorthold tenancy agreement producing a rental of £410 per week (£4,920 per annum).

Accommodation:**Ground Floor:**

Communal Entrance and stairs to

Second Floor:

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

Outside:

Communal Grounds and garage

Lease Information:

Term : 99 years from 24th June 1978

Ground Rent : Refer to Legal Pack

Service Charge : Refer to Legal Pack

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

Via Cottons – 0121 247 2233

LOT 9

Leasehold Investment (One Bedroom Flat Producing £4,560 per annum)

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

Flat 4 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

Property Description:

A one bedroom purpose built flat situated on the first floor of a five storey development. The property benefits from having part UPVC double glazing and a garage located in a separate block. Stockton Court is located off Mason Street which is found off Birmingham New Road (A4123). The property is currently let on an assured shorthold tenancy agreement producing a rental of £380 per week (£4,560 per annum).

Accommodation:

Ground Floor:

Communal Entrance and stairs to

First Floor:

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

Outside:

Communal Grounds and garage

Lease Information:

Term : 99 years from 24th June 1978

Ground Rent : Refer to Legal Pack

Service Charge : Refer to Legal Pack



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

**Fast property
finance with
DMI makes
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LOT 10
Freehold Residential Investment Subject to Regulated Tenancy

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

26 Church Road, Kirby Muxloe, Leicester, Leicestershire LE9 2AD
Property Description:

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

Church Road leads directly off Main Street which provides access to a wide range of local retail amenities and services located in Kirby Muxloe Village Centre and the property is conveniently located approximately five miles to the west of Leicester City Centre.

The property is currently let on a regulated tenancy at a registered rent of £89 per week (£4,628 per annum) effective from 16th August 2018.

Accommodation:

Whilst the accommodation has not been inspected internally by the auctioneers, it is understood from the Rent Registration Document that it benefits from:

Ground Floor

Two Rooms, Kitchen, Conservatory, Stores

First Floor

Three Rooms and Bathroom

Outside:

Front: Walled foregarden

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable


LOT 11
Freehold Vacant Three Bedroom House

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

37 Hargreaves Street, Wolverhampton, West Midlands WV1 2TB
Property Description:

A mid terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Hargreaves Street is located off Bedford Street and Bilston Road (A41) and is within approximately a mile and a half distance from Wolverhampton City Centre

Accommodation:
Ground Floor

Entrance Hallway, Dining Room, Lounge, Kitchen and Bathroom having panel bath with shower over, wash basin and wc.

First Floor

Landing, 3 Bedrooms

Outside:

Front Walled foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 12

Freehold Vacant Detached House with Three Bedrooms

*Guide Price: £230,000 - PLUS (+Fees)

2 Delves Green Road, (off Broadway), Walsall, West Midlands WS5 4LW

Property Description:

An attractive styled detached house of traditional two storey brick construction surmounted by a pitched tile clad roof located in an established and well regarded residential area. The property has been extended to the rear and benefits from gas fired central heating, majority double glazed windows, three bedrooms and occupies a good size plot including off road parking with garage and generous gardens.

Delves Green Road is situated off Broadway (A4148) to the south of Walsall town centre and around half a mile from Birmingham Road (A34), which leads to Great Barr and Birmingham, and around one and a half miles from the M6 motorway (Junction 9).

Accommodation:

Ground Floor

Fully Enclosed Porch, Reception Hall, Front Reception Room, Extended Rear Reception Room, Kitchen, Utility Room and Toilet with wc.

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 front garden with driveway providing off road parking and leading to a side garage

Rear: Paved patio and a good size rear garden with brick store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233

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LOT 13
Leasehold Vacant One Bedroom Flat

*Guide Price: £24,000 - £28,000 (+Fees)

169 Greenlawns, St. Marks Road, Tipton, West Midlands DY4 0SU
Property Description:

A well laid out first floor flat forming part of a purpose built development and offered for sale in a presentable internal condition benefiting from gas fired central heating, UPVC double glazing and modern kitchen and shower room fittings. Greenlawns is located off St.Marks Road which is located off Upper Church Lane (B4163). We understand from the vendor that the flat was previously let at a rental of £450 pcm (£5,400 per annum).

Accommodation:
Ground Floor

Communal Entrance Hall with security entry system, stairs and landing

First Floor

Reception Hall, Lounge, Kitchen, Bedroom and Bathroom having panelled bath, washbasin and wc

Outside

Communal Gardens

Leasehold Information

Term: 99 Years from 25th December 1986

Ground Rent: £40

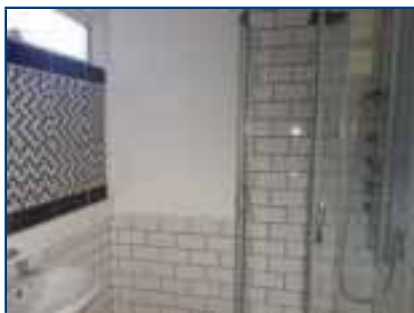
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 14

Leasehold Vacant Possession (2 One Bedroom Flats) *Guide Price: £58,000 - £64,000 (+Fees)

Flats 103 & 103A Greenlawns, St. Marks Road, Tipton, West Midlands, DY4 0SU



Property Description:

Two flats situated on the ground floor and first floor, forming part of a purpose built development set back behind communal lawns and parking areas. Both flats have been recently refurbished and include UPVC double glazing, electric heating, modern kitchen fittings, new flooring and are offered for sale in a presentable condition. Greenlawns is located off St.Marks Road which is located off Upper Church Lane (B4163). We understand from the vendor that each of the flats have previously been let producing a rental of £475 pcm (£5,700 per annum).

Accommodation:

Ground Floor: Communal Entrance Hall, stairs

Flat 103

Lounge/Kitchen, Bedroom and Shower Room with washbasin and wc

First Floor

Flat 103a

Lounge/Kitchen, Bedroom and Shower Room with washbasin and wc

Outside

Communal Gardens

Leasehold Information

Term: 99 Years from 25th December 1986

Ground Rent: £40

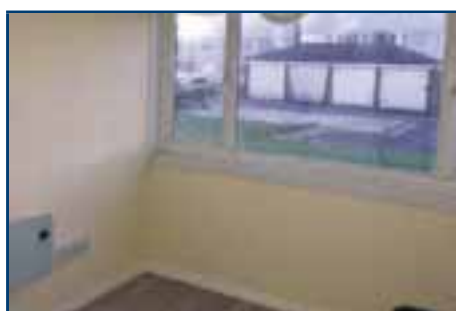
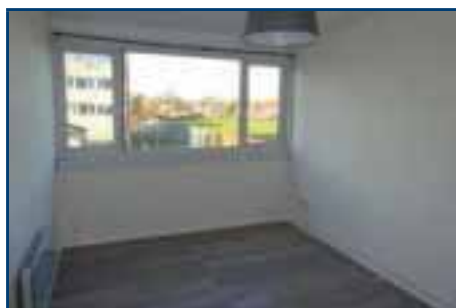
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 15
Freehold Investment (3 Bed House Producing £4,500 per annum)

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

29 Poplar Terrace, West Cornforth, Ferryhill, County Durham, DL17 9EL
Property Description:

A mid terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Poplar Terrace can be located off Station Road between the junctions of Raisby and Birch Road the property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £375 pcm (£4,500 per annum)

Accommodation:
Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen and bathroom with panelled bath, wash basin and WC

First Floor

3 Bedrooms

Outside:

Front Foregarden

Rear Garden

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

Viewings: Via Cottons - 0121 247 2233


LOT 16
Freehold Vacant Three Bedroom End Terrace House

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

18 Silverton Crescent, Birmingham, West Midlands B13 9NH
Property Description:

A semi-detached property, surmounted by pitched tile clad roof and benefits from UPVC double glazing, gas fired central heating and a newly fitted modern kitchen.

The property provides well laid out accommodation and is situated within walking distance from the Stratford Road which provides local shopping facilities and a direct route into Birmingham City Centre and Solihull.

Accommodation:
Ground Floor

Hall, Lounge, Kitchen, Pantry, Bathroom with shower, toilet and wash basin.

First Floor

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

Outside:

Front: Lawned foregarden.

Rear: Lawned garden and paved patio area.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 17

Freehold Vacant Former Public House/ Potential Redevelopment

*Guide Price: £230,000 - £255,000 (+20% VAT) (+Fees)

The Royal Oak, 73 Langley Green Road, Oldbury, West Midlands, B69 4TG



Property Description:

A freehold former public house of brick construction directly fronting the pavement and situated in a site extending to an area of approximately 299 mtrs.sq (3,222 sq.ft). The property has undergone building works and has been taken back to brickwork and at present is in varying states of repair.

The owner has had plans drawn up for the conversion of the property into a 21 bedroom HMO however these plans have not been submitted to Sandwell Council for approval but are available to view on the Legal Pack.

The property may be suitable for a variety of uses such as continued use as a Public House or potential conversion to residential usage however all interested parties must satisfy themselves in full with any proposals they may have with Sandwell Metropolitan Borough Council.

The property is located on the junction with Langley Green Road and Causeway Green Road the

latter being found off Wolverhampton Road (A4123). The property is within approximately half a miles distance to Junction 2 of the M5 Motorway.

Accommodation:

Basement

Ground Floor: Open plan back to brickwork

First Floor: Open plan back to brickwork

Outside: Yard

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 18
Freehold Vacant Semi-detached House with Four Bedrooms

*Guide Price: £260,000 - £280,000 (+Fees)

69 Gresham Road, Hall Green, Birmingham, West Midlands, B28 0HX

Property Description:

A traditional semi-detached house of two storey brick construction surmounted by a hipped tile clad roof providing extensive and well laid out family accommodation benefitting from two large reception rooms, four bedrooms, garage, part UPVC double glazed windows, gas fired central heating, off road car parking and large rear garden.

The property forms part of a well regarded and established residential area and Gresham Road leads directly off both Robin Hood Lane and Highfield Road both providing access to a range of local shops and amenities. Stratford Road (A34) is within one quarter of a mile and provides direct access to shopping centres located at Sparkhill, Hall Green and Shirley

Accommodation:
Ground Floor

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Breakfast Kitchen with pantry, Rear Entrance Hall, Cloakroom with WC and wash basin, Shared Pedestrian Entry Access and an Integral Garage

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (large single), Bedroom Four (large single), Bathroom with panelled bath, pedestal wash basin, Separate WC

Outside:

Front Paved forecourt providing off road car parking and access to garage

Rear Concrete patio and yard area and a large partly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

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



LOT 19

Freehold Vacant Retail Shop and Flat

*Guide Price: £130,000 - £145,000 (+Fees)

5 Formans Road, Sparkhill, Birmingham, West Midlands B11 3AA

Property Description:

A mid terraced traditional two storey building of brick construction surmounted by a pitched roof and comprising of a ground floor retail shop which was long established as a local butchers and a well maintained flat to the first floor.

The property is prominently situated fronting Formans Road approximately 50 metres from the junction with Stratford Road (A34) and forms part of Sparkhill Shopping Area containing a wide range of local shops and amenities serving the surrounding densely populated area.

Accommodation:

Ground Floor

Retail Shop: 25.4 sq.mtrs (274 sq.ft),

Rear Store with refrigeration unit 17.9 sq.mtrs (193 sq.ft)

First Floor

External Stair Access to Entrance Hall/Utility Room, Kitchen, Lounge, Double Bedroom with wash basin, Shower Room with glazed shower enclosure and wc.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 20

Freehold Ground Rent Investment Opportunity

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

Freehold Ground Rents, 1, 2, 23, 24, 25, 26, 29 & 30 St. Clements Court, Worcester, WR2 5NW

Property Description:

A portfolio of eight Freehold Ground Rents secured upon four two storey end terraced properties each containing a pair of apartments and situated within a modern housing development. Each maisonette benefits from an allocated parking space.

St Clements Court is located via St Clements Garden and St Clements Close off Tybridge Street (A44), approximately half a mile to the west of Worcester City Centre.

Each apartment is subject to a long lease for a term of 99 years which commenced on the 25th March 1983, paying a Ground Rent of £35 per annum for the first 33 years, rising to £70 per annum for the second 33 years and

rising again to £140 per annum for the remainder of the term.

The current Ground Rent being received from each lessee is £70 per annum.

Total Ground Rent Income: £560 per annum.

Notices in accordance with the Landlord & Tenant Act 1987, Section 5(b), have been served upon each lessee and are available for inspection within the Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only



FGR 1-2 St Clements Court



FGR - 23-24 St Clements Court



FGR 25-26 St Clements Court



FGR 29-30 St Clements Close

LOT 21 **Freehold Ground Rent**
 *Guide Price: £5,000 - £6,000 (+Fees)

**FGR, 23 Springs Avenue, Catshill,
Bromsgrove, Worcestershire B61 0NU**


Property Description:

A freehold ground rent secured upon a modern end town house located on an established residential estate approximately two miles to the north of Bromsgrove Town Centre and subject to a long lease for a term of 99 years from 29th September 1964 (approx. 46 years unexpired) at a ground rent is £25 per annum. The lease also includes a separate lock up garage at an additional ground rent of £24 per annum.

Total Ground Rent Income of £49 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 22 **Freehold Ground Rent**
 *Guide Price: £3,500 - £4,500 (+Fees)

**FGR 17 Hilary Drive, Walsall, West Midlands
WS9 0DE**


Property Description:

A freehold ground rent secured on a modern semi-detached house set back behind a block paved driveway and forming part of an established residential area.

Hilary Drive leads off Station Road which in turn leads off Walsall Road and is located approximately one third of a mile to the west of Aldridge Town Centre.

The property is subject to a Long Lease for a term of 99 years commencing on 25 March 1973 at an annual ground rent of £30 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

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LOT 23

Freehold Ground Rent

*Guide Price: £14,000 - £16,000 (+Fees)

8 Johnson Close, Lichfield, Staffordshire WS13 6AW

Property Description:

A Freehold Ground rent secured on a modern detached house set back behind a foregarden and driveway and forming part of an established residential estate which leads off Feckenham Way and is located approximately one mile to the north-east of Lichfield City Centre.

The property is subject to a Long Lease for a term of 99 years commencing on 25th December 1961 at a ground rent of £20 per annum

Legal Documents

Available at www.cottons.co.uk

Viewings:

Not applicable



LOT 24

Freehold Vacant Takeaway Premises and Ground Rent Investment

*Guide Price: £160,000 - £180,000 (+Fees)

1551 - 1553 Stratford Road, Hall Green, Birmingham, West Midlands B28 9JA

Property Description:

A prominently located double fronted retail/takeaway premises occupied for many years by Kentucky Fried Chicken and forming part of a parade of retail shops fronting the busy Stratford Road (A34) close to Robin Hood Island. The property is laid out over the ground floor with a takeaway area, kitchen, restaurant, seating area and ancillary accommodation along with 3 rooms to the first floor which may provide scope for conversion to a self-contained flat or living accommodation. In addition, the first floor also contains Flat 1553 Stratford Road which is subject to a Long Leasehold Interest for 99 years paying a ground rent of £25 per annum. The property forms part of the popular and predominantly residential area of Hall Green close to the borders with Shirley, Solihull and benefits from an extensive residential catchment area and high volume of passing trade.

Accommodation:

Ground Floor

Takeaway and Kitchen premises with cold store 56.24 sq.mtrs (605 sq.ft), Lobby with rear door and Staff Toilet, Restaurant Seating Area 21.23 sq.mtrs (228 sq.ft), Customer Toilets with Lobby, Gents Toilet and Ladies/Disabled Toilet, Kitchen with cold Store 17.42 sq.mtrs (187 sq.ft), Store 5.09 sq.mtrs (54 sq.ft)

First Floor

Internal Stairs to Room 1: 12.31 sq.mtrs (132 sq.ft), Room 2: 20.9sq.mtrs (224 sq.ft), Room 3: 5.17 sq.mtrs (55 sq.ft)

Outside:

Rear yard and parking space accessed by a shared rear driveway (right of way) leading directly off Baldwins Lane

Flat 1553 Stratford Road (Freehold Ground Rent)

Let on a Long Lease for a term of 99 years from 25th March 2008 at a ground rent of £25.00 per annum

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

Viewings: Via Cottons - 0121 247 2233



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LOT 25

28 Birmingham Street, Oldbury, West Midlands B69 4DS



Property Description:

A substantially extended three-storey property of brick construction, directly fronting the pavement. The property consists of ground floor and first floor offices with two self-contained flats to the second floor. The property benefits from having UPVC double glazing, gas fired central heating and is offered for sale generally in presentable condition. The rear of the property is accessed via a secure gated yard located off Unity Place. Birmingham Street is located in the heart of Oldbury Town Centre and is located off both Halesowen Street and Church Street.

Schedule of Tenancies

Ground Floor Offices: Let at £500 per calendar month (£6,000 per annum).

First Floor Office: Currently vacant.

Flat 3: Let on an AST, producing £365 per calendar month (£4,380 per annum).

Flat 4: Let on an AST, producing £400 per calendar month (£4,800 per annum).

Lapsed Planning:

Planning consent was granted by Sandwell Metropolitan Borough Council (Ref:DC/06/47006), and dated 16th January 2007 for a proposed third floor 2 bedroom flat/apartment to be added to the property, this planning consent has now lapsed.

Accommodation:

Ground Floor

Ground Floor Offices, having separate entrance 7.63 sq m (82 sq ft).

Main Office: 43.25 sq m (465 sq ft), Office 2: 8.62 sq m (93 sq ft), Office 3: 5.54 sq m (60 sq ft), Office 4: 20.07 sq m (216 sq ft), Vault/Safe Room (previously used as Computer Room): 15.70 sq m (169 sq ft), Male wc: 4.51 sq m (48 sq ft), Ladies wc: 4.35 sq m (47 sq ft), Inner Corridor and Kitchen: 7.01 sq m (75 sq ft), Stairs to

First Floor

Office 5: 25.44 sq m (274 sq ft), Office 6: 8.61 sq m (93 sq ft) and Store Room

Separate First Floor Offices:

Accessed via a separate communal entrance, Office 1: 41.38 sq m (445 sq ft), Kitchen: 14.28 sq m (154 sq ft), Office 2: 23.60 sq m (254 sq ft), Male wc: 2.30 sq m (25 sq ft), Female wc: 2.43 sq m (26 sq ft).

Second Floor

Self Contained Flats:

Flat 1: Having open-plan Kitchen/Living Room, Bedroom and Bathroom, having panelled bath with shower over, wash basin and wc.

Flat 2: Having Kitchen, Lounge, Bedroom and Bathroom with panelled bath with shower over, wash basin and wc.

Outside:

Front: Entrance to Ground Floor offices and separate communal entrance to First and Second Floors

Rear: Parking area within a secure gated yard and communal access to both the first floor offices and second floor residential.

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

Viewings: Via Cottons - 0121 247 2233



Freehold Part Vacant/Part Investment Opportunity.
*Guide Price: £265,000 - £285,000 (+Fees)



LOT 26

Little London Farm House, Off Chapel Lane, Alveley, Bridgnorth, Shropshire WV15 6HZ



Property Description:

A period detached farm house dating back to approximately 1762 situated in a plot extending to approximately 0.70 acres (2,800 sq m). The farmhouse currently contains a four bedroom property, however there are various elements of the building that have yet to be converted that could provide substantial further living accommodation along with barns and a paddock. The converted farmhouse benefits from double glazing and central heating and is offered for sale in a presentable condition.

The property is situated in a small Hamlet just a few minutes drive from Alveley Village, and is within walking distance to the Severn Valley Country Park.

Planning:

The current owner has had a scheme drawn up incorporating all of the farm house, outbuildings and barns to re-develop into three smaller properties, these have not been submitted to the Shropshire Council and all interested parties must make their own inquiries with any proposals they may have prior to bidding.

Accommodation:

Ground Floor:

Entrance Porch, Kitchen, Utility Room, Downstairs Cloakroom, Lounge, Dining Room, Conservatory.

First Floor:

Stairs and Landing, Shower Room, having shower cubicle, wash basin and wc, Four Bedrooms and Bathroom, having bath with shower over, wash basin and wc.

Outside:

Front: Garden, Store and Barns and small Paddock.
Rear: Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Directions

From the main road through Alveley turn into chapel lane, continue past the entrance to Severn Valley Country Park, and the property (White Farm House) is 500 yards on the Left.



Paddock



Freehold Vacant Farm House and Land with Development Potential
*Guide Price: £435,000 - £455,000 (+Fees)



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



Proposed Re-Development Scheme



LOT 27

Leasehold Residential Flat Investment - Rent £6,300 per annum *Guide Price: £45,000 - £50,000 (+Fees)

9 Wrekin View, Waterloo Road, Wolverhampton, West Midlands WV1 4QQ

Property Description:

A modern, purpose-built flat forming part of a development fronting Waterloo Road, between the junctions with the Ring Road (A4150) and New Hampton Road East and located within a short walk from the City Centre, University of Wolverhampton, Molineux Stadium and West Park.

The property is situated on the first floor, however the building is on a split level and the entrance to the front leading off Waterloo Road is at ground floor level.

The property is current let on an Assured Shorthold Tenancy at a rent of £525 per calendar month (£6,300 per annum).

Accommodation:

Ground Floor

Entrance from Waterloo Road and stairs leading up from rear car park, Communal Entrance Hall, Reception Hall, Open Plan Lounge/Kitchen, Bedroom, Bathroom with bath having shower over, pedestal wash basin and wc.

Outside:

Rear: Residents Car Park

Leasehold Information:

Lease Term: 99 years from 25 December 1979.

Ground Rent & Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 28

Freehold Three Bedroom House - Investment (Rent £7,200pa) *Guide Price: £110,000 - £120,000 (+Fees)

220 Barnes Hill, Birmingham, West Midlands B29 5TY

Property Description:

A three bedroom semi-detached house of traditional brick construction, surmounted by a tile clad roof set back from the road behind a lawned foregarden and driveway allowing for off road parking.

The property offers well laid out accommodation and benefits from having UPVC double glazing and gas fired central heating. The property is currently let on an Assured Shorthold Tenancy Agreement, providing £600 per calendar month (£7,200 per annum). We are informed by the owner that the tenant has been in occupation for in excess of 3 years.

Accommodation:

Ground Floor

Lounge, Kitchen and Bathroom with bath, wash basin and wc.

First Floor

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

Outside:

Front: Driveway and lawned foregarden.

Rear: Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 29
Freehold Vacant Period Building with Re-development Potential

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

Building to the West of The Grand Post House, Princess Street, Wolverhampton, WV1 1HL

Property Description:

An attractive re-development opportunity comprising of a Grade II Listed Victorian built office premises of three-storey brick construction with partly pitched roof, originally forming part of the Grade Post House Building, occupied by the Royal Mail until the 1960's and more recently by the University of Wolverhampton. The property has direct access off Princess Street to a reception hall with stairs which provide access to the extensive accommodation.

The building is situated within Wolverhampton City Centre and the property is within close proximity to the University of Wolverhampton, the Grand Theatre and Wolverhampton Bus and Train Stations, along with the wide range of retail amenities, restaurants and bars located nearby within the City Centre.

Planning:

The property has been internally stripped out and requires refurbishment throughout. The property may be suitable for a variety of uses including re-development into apartments or student accommodation and all interested parties should contact the Local Planning Department at Wolverhampton City Council prior to bidding, to discuss any proposals they have for the property. An architect acting for the seller has prepared plans detailing 7 x one bedroom apartments. No planning application has been submitted and they are for information only to display the properties potential. A copy of the plans are available for inspection from the auctioneers and their website.

Accommodation:
Ground Floor

Reception Hall, Four Rooms, Rear Hall with second staircase.

First Floor

Four Rooms.

Second Floor

Landing and Two Rooms.

Gross Internal Area:

Ground Floor: 147.7 sq m (1,589 sq ft)

First Floor: 127.55 sq m (1,373 sq ft)

Second Floor: 46.77 sq m (503 sq ft)

Total Floor Area: 322.02 sq m (3,465 sq ft)

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

Note: The address and postcode are for Identification only. The property is currently contained within the Grand Post House title and will be registered separately following the sale, whereby the address and post code may be subject to change. Please refer to the legal pack for confirmation of the exact property being offered..

Viewings:

Via Cottons - 0121 247 2233



LOT 30

Leasehold Investment (One Bedroom Maisonette)

*Guide Price: £44,000 - £48,000 (+Fees)

15B Durberville Road, Wolverhampton, West Midlands WV2 2ES

Property Description:

A first floor 1 bedroom maisonette set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation and includes UPVC double glazed windows, gas fired central heating and modern kitchen fittings. Durberville Road is located off Dixon Street which in turn can be found off both Bilston Road (A41) and Thompson Avenue (A4123) and is approximately within one miles distance from Wolverhampton City Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £350 pcm (£4,200 per annum)

Accommodation:

Ground Floor

Entrance Hallway and Stairs

First Floor

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

Outside:

Front Lawned foregarden

Rear Garden

Leasehold Information

Term 125 years from 10th February 2003

Ground Rent £10.00 per annum

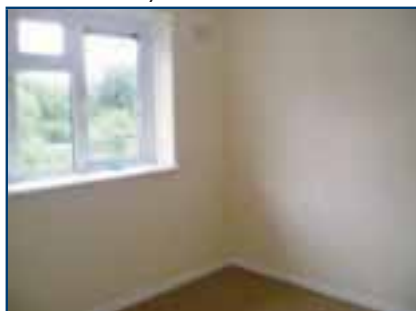
Service Charge Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 31

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, WC, 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

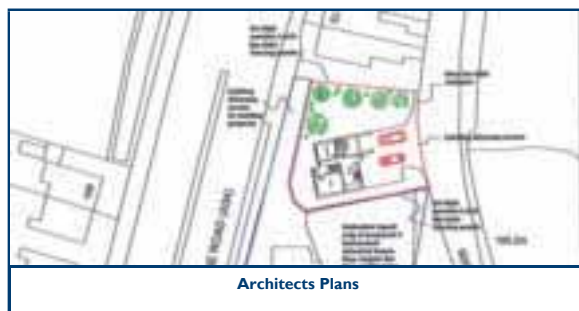
Legal Documents: Available at www.cottons.co.uk



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 32
Freehold Detached Investment Property - Five Separate Flats

*Guide Price: £185,000 - £195,000 (+Fees)

97 Grosvenor Road, Handsworth, Birmingham, B20 3NG

Property Description:

A Victorian detached property of brick construction, surmounted by a pitched tiled roof, set back from the road behind a driveway. The property is split into five self-contained flats and is in need of modernisation throughout.

Planning:

We have been advised by our clients that the property has operated as self-contained flats since they purchased the property in 1983.

The property has potential for further extension and development. This is however subject to planning and prospective buyers are advised to conduct their own investigations.

Tenancies:

Flat 1: Vacant

Flat 2: Vacant

Flat 3: Let on an Assured Shorthold Tenancy, producing a rental of £350 pcm

Flat 4: Let on an Assured Shorthold Tenancy, producing a rental of £300 every four weeks

Flat 5: Let on an Assured Shorthold Tenancy, producing a rental of £330 pcm

Total Income at Present: £12,060 per annum

Accommodation:

Ground Floor Secure Communal Areas.

Flat 1: Hallway, Living Room, Kitchen, Bedroom and Bathroom, having double glazing and gas central heating.

Flat 2: Hallway, Living Room, Kitchen, Bedroom and Bathroom, having double glazing and electric heating.

Void to Rear of Flat 2: Uninspected but advised comprises of Shower Room and Single Room. Space to accommodate Studio Flat or extension of Flat 2 (both subject to appropriate consents). Two Cellar Rooms.

First Floor

Stairs and Landing, Communal Areas

Flat 3: Studio Flat - Uninspected.

Flat 4: One Bedroom - Uninspected.

Flat 5: Hallway, Living Room, Kitchen, Bedroom and Bathroom, having double glazing and electric heating.

Outside:

Front: Forecourt, providing off-road parking for multiple vehicles.

Rear: Communal Gardens.

Overall Plot Size: 617.73 sq m (circa. 0.15 acres)

Legal Documents:

Available at www.cottons.

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 33

Leasehold Vacant Two Bedroom Flat

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

Flat 50 Normanton Tower, Portfield Grove, Birmingham, West Midlands B23 5UB

Property Description:

A well laid out two bedroom flat situated on the eighth floor of a purpose built block and benefiting from double glazing and gas fired central heating and being offered for sale in presentable condition throughout. Portfield Grove is located off Beechmount Road close to where the Sutton Road and Chester Road meet. The property is situated adjacent to the new build development on the Lyndhurst estate. The property is currently tenanted producing a rental of £540 pcm (£6,480 per annum).

Please Note: The property will be sold as seen including most fixtures, fittings and furniture.

Accommodation:

Ground Floor

Communal Entrance, Lifts and Stairs

Eighth Floor

Entrance Hallway, Lounge (with door to double glazed balcony area), Kitchen, Two Double Bedrooms, Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Communal gardens and parking

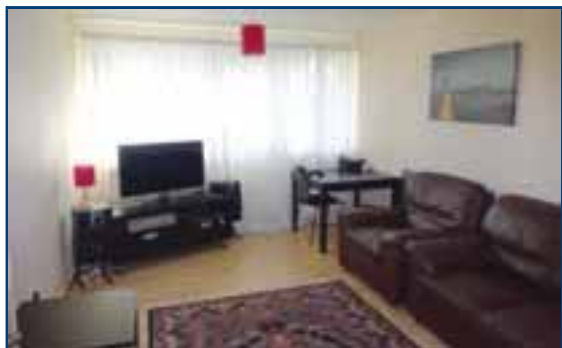
Term: 125 Years from 8 August 1994

Ground Rent: £10 per annum

Service Charge: Refer to legal pack


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

Viewings – Via Cottons – 0121 247 2233



--- Legal Documents Online ---



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

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

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LOT 34

Leasehold Investment

*Guide Price: £38,000 - £42,000 (+Fees)

Flat 3, 437 Cannock Road, Hednesford, Cannock, Staffordshire WS12 4AE

Property Description:

A first floor flat contained in a brick built development directly fronting the pavement. The flat benefits from having UPVC double glazing and gas fired central heating. 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. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £350 per calendar month (£4,200 per annum). We are informed by the owner that the tenant has been in occupation for in excess of 3 years and have not had a rent review during there occupancy.

Accommodation:

Ground Floor

Entrance Hallway to Flats, Stairs

First Floor

Flat 3 - Lounge, Kitchen, Bedroom and Bathroom having panel bath, wash basin and WC

Outside Rear Communal parking area and yard with vehicular access to the side,

Leasehold Information

Term A new 125 year lease will be granted upon completion

Rent £50 per annum

Service Charge Refer to legal pack

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

Viewings: Via Cottons – 0121 247 223



LOT 35

Freehold Vacant Three Bedroom House

*Guide Price: £110,000 - £115,000 (+Fees)

20 Brigfield Crescent, Birmingham, West Midlands B13 0JP

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back behind a gravelled foregarden allowing for off road parking. The property benefits from having majority UPVC double glazing and gas fired central heating however does require modernisation and improvement. The property further benefits from being on a substantial plot and maybe suitable for extension works. Brigfield Crescent is located off Yardley Wood Road close to the junctions with Haunch Lane and Chinn Brook Road

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen

First Floor

Stairs, 3 Bedrooms and Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Front Gravelled foregarden allowing for off road parking

Rear Lawned rear and side garden

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

Viewings: Via Cottons - 0121 247 2233



LOT 36

Freehold Land with Potential (0.916 acres)

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

By Instruction of Coventry City Council

Land adjacent, Harry Rose Road & Lloyd Crescent, Wyken, Coventry, CV2 5AT

Property Description:

A parcel of land, irregular in shape, extending to an area of 0.916 acres and comprising of an unmaintained site, overgrown with vegetation and containing numerous trees and bushes. The land is situated with frontage to both Harry Rose Road and Lloyd Crescent and forms part of a predominantly residential area, located approximately three miles to the East of Coventry City Centre.

There are a number of trees on-site which are given protection through Tree Preservation Orders (TPO) and this information will be contained in the Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External only.

Planning

The site may offer potential for re-development and all interested parties should consult with the Local Planning Department at Coventry City Council, prior to bidding.



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



LOT 37

Freehold Land with Potential

***Guide Price: £15,000 - £20,000 (+Fees)**

By Instruction of Coventry City Council

Land Adj. 30 Red Lane/ Cobden Street, Foleshill, Coventry, CV6 5EP

Property Description:

A parcel of Freehold land, rectangular in shape, prominently located at the junction of Red Lane and Cobden Street and situated adjacent to No. 30 Red Lane.

The land is located approx. two miles North East of Coventry city centre forming part of an established residential area, interspersed with a diverse range of industrial and commercial buildings

The land extends to an area of 133 sq mtrs and has previously been used as public open space.

Planning:

The site may offer potential for re-development and all interested parties should consult with the Local Planning Department at Coventry City Council, 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 Vacant Former Community Building: (Approx 3,541 sq.ft)

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

By Instruction of Coventry City Council
Former Afro Caribbean Youth Centre, 19-23 Freehold Street, Coventry, CV1 5BH
Property Description:

A freehold vacant former community building of single-storey, predominantly brick construction with part pitched and part flat roof, situated directly fronting Freehold Street.

The property was previously used as a Youth Club and forms part of the Upper Stoke area comprising a traditional and predominantly residential area interspersed with a range of industrial and commercial properties. The property is located two miles North East of Coventry city centre

The property occupies a rectangular-shaped plot, extending to an area of 0.104 acres.

Planning:

The building has until recently been used as a community and youth centre and would appear to fall within use class D1 (non-residential institutions) for planning purposes, which may permit medical/health centres, crèches, day nurseries, education/training centres, places of worship, etc.

The property/site may be suitable for a variety of alternate uses including re-development and all interested parties should discuss any proposals for the property with the Local Planning Department at Coventry City Council, prior to bidding.

Accommodation:
Ground Floor

Covered Entrance with Roller Shutter Access, Reception Hall and Corridor, Reception Office, Open Plan Meeting Room, Boiler/Service Cupboard, Function Hall with Stage, Three Rooms/Offices, Kitchen, Ladies, Gents and Disabled Toilets

Gross Internal Area : 329 sq.mtrs (3,541 sq.ft)

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

Viewings: Via Cottons - 0121 247 2233



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

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

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

LOT 39

On the Instructions of Network Rail

Forest House, Moors Gorse, Rugeley, Staffordshire WS15 2UZ



Property Description:

A unique opportunity to purchase a family home located within Cannock Chase Woodland, close to the former Moors Gorse level crossing. The property comprises of a two-storey detached house of rendered brick construction, surmounted by a hipped tile clad roof, benefitting from oil fired central heating, UPVC double glazed windows, two generous reception rooms, four bedrooms, extensive surrounding gardens and in addition, also includes a large garage/workshop and may offer potential for alternative use.

Cannock Chase is recognised as an area of outstanding nature beauty, extending to approximately 3,000 acres (1,214 hectares) and comprising of dense mixed woodland, interspersed with a range of walks, mountain bike trails and tourist attractions.

The property is situated to the south eastern section of The Chase, approximately four miles to the north east of Cannock Town Centre and approximately three miles to the south west of Rugeley Town Centre.

As part of the closure by Network Rail, of the Moors Gorse level crossing, the original vehicular access to the property was extinguished and new vehicular access to the property provided leading from Cannock Chase/Marquis Drive Visitor Centre being approximately 1.3 miles distance. The new vehicular access is partly tarmac and partly track.

Accommodation

Ground Floor

Reception Hall, Cloakroom with wc, wash basin and store cupboard, Kitchen with a range of wooden panelled units with granite work surfaces, built-in oven and hob, Lounge/Dining Room with patio doors and wood burner, Sitting Room with French doors.

First Floor

Stairs and Landing, Master Bedroom with fitted wardrobes, En-Suite Shower Room with glazed shower, wash basin and wc, Bedroom Two (Double) with fitted wardrobes, Bedroom Three (Double) with fitted Wardrobes, Bedroom Four (Double), Family Bathroom with Victorian-style suite comprising traditional bath, glazed shower enclosure, pedestal wash basin and wc.

Outside:

Surrounding lawned gardens, yard and patio, block paved driveway leading to a large free-standing garage/workshop, brick-built store and vegetable plot with greenhouse.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Directional Note: The property is best approached by parking on the eastern section of Marquis Drive (at the entrance to Cannock Chase Park Waterwork and Monkeytrail Start Point), at the junction with Hednesford Road (A460) and then walking west on Marquis Drive over the pedestrian rail bridge and then continue on Marquis Drive for approximately 100 metres, where the property is situated. Please **DO NOT PARK** outside or on land belonging to Crossing Cottage. Alternatively, vehicular access can be obtained from Marquis Drive Visitor Centre, located off Brindley Heath Road, whereby there is track, part surfaced, which leads to the property. This track is generally locked with barriers and vehicular access is only available through authorised users including Forest House. A directional map will be available on our Website, www.cottons.co.uk



Freehold Vacant Detached Family Home with Four Bedrooms in Woodland Setting
*Guide Price: £200,000 - £220,000 (+Fees)



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

LOT 40

Freehold Takeaway & Flat Investment (Current Income: £18,600 p.a.)
 *Guide Price: £165,000 - £180,000 (+ 20% VAT) (+Fees)

Unit 19 (Avion Grill) & Flat 22, Bargate Drive, Wolverhampton, WV6 0QW



Property Description:

An investment opportunity comprising of a two-storey end terraced retail property, forming part of the Avion Neighbourhood Shopping Centre and including a ground floor Takeaway premises with customer seating and a self-contained first floor flat.

The property benefits from free customer car parking which serves the Avion Centre and the flat benefits from part double glazed windows, electric heating and two bedrooms.

Tenancy Information:

Retail Shop:

Currently let as a Pizza/Burger Grill and Café, on a lease for a term of 15 years which commenced 3 May 2013, at a current rental of £13,000 per annum with fixed rent reviews every fifth anniversary to £15,000 per annum at year 5 and £16,500 per annum at year 10 for the remainder of the term.

Flat :

Let on an Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 per annum).

Current Total Rental Income: £18,500 per annum.

Accommodation:

Ground Floor

Takeaway Premises: 46.43 sq m (499 sq ft) with customer seating, counter/servery and front kitchen area. Kitchen/Preparation Room: 17.81 sq m (191 sq ft). Store/Rear Entrance Hall: 3.30 sq m (35 sq ft). Toilet with wc and wash basin.

First Floor

Flat: Private access from rear service yard with stairs to first floor. Lounge, Kitchen, Two Bedrooms and Bathroom.

Outside:

Front: Forecourt and communal car park
 Rear: Access over communal service yard

Legal Documents:

Available at www.cottons.co.uk



LOT 41
Freehold Vacant Semi-Detached House with Three Bedrooms

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

16 Beechfield Grove, Bramford Estate, Bilston, West Midlands WV14 9TJ
Property Description:

A traditional semi-detached house of two-storey brick construction, surmounted by a hipped replacement tile clad roof, set back from the road behind a block paved forecourt providing off-road parking and benefitting from gas-fired central heating, UPVC double-glazed windows, three bedrooms and a rear garage. The property provides well-maintained and well laid out accommodation and forms part of the well regarded Bramford Estate and Beechfield Grove leads directly off Chad Road, which leads via Mason Street off Birmingham New Road (A4123), providing convenient access to Wolverhampton City Centre, Dudley, the M5 Motorway (Junction 2) and Birmingham.

Accommodation:
Ground Floor

Vestibule Porch, Reception Hall with Pantry, Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall with brick Store.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom 3 (Single), Wet Room with electric shower, wash basin and wc.

Outside:

Front: Block paved forecourt providing off-road parking, shared driveway to rear.

Rear: Garage, yard, lawned garden and a paved patio.

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

Viewings: Via Cottons - 0121 247 2233


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LOT 42

Freehold Investment Opportunity (3 Bed House & Former Hairdressers)

*Guide Price: £122,000 - £128,000 (+Fees)

105 & 105a Church Road, Erdington, Birmingham, West Midlands, B24 9BE



Property Description:

An end terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property comprises of a 3 bedroom house (105) to the ground and first floor along with a former hairdressers (105A) to the ground floor.

105 Church Road is offered for sale in a presentable condition and benefits from UPVC double glazing and gas fired central heating.

105a benefits from UPVC double glazing but requires modernisation and improvement. Church Road is located off Spring Lane and Erdington High Street which provides a wide range of shops and amenities and the property itself is located between the junctions of Deakin Road and Rollason Road

Tenancy Information:

105 Church Road is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500 pcm (£6,000 per annum).

105a Church Road (former Hairdressers) is vacant.

Planning:

Planning Permission was granted by Birmingham City Council (Ref:2012/04230/PA, dated 30/08/12) for the change of use from retail shop (A1) to self contained flat (C3)

Planning Permission was granted by Birmingham City Council (Ref:2012/07560/PA, dated 02/01/13) for the change of use from a hairdressers and house to a single dwelling house

Please note both of these applications have now expired.

Accommodation:

105 (Three Bed House)

Ground Floor

Entrance Hallway, Lounge, Kitchen, Stairs

First Floor

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

105A (Former Hairdressers)

Ground Floor

Having Retail Area measuring 17.04 sq.mtrs (183 sq.ft), Internal Corridor 9.2 sq.mtrs (99 sq.ft), Kitchen Area and WC (no fittings)

Outside:

Front Walled foregarden

Rear Off road parking behind double gates accessed via a service road, lawned garden and large brick built store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 43
Freehold Warehouse Investment with Car Park
 *Guide Price: £240,000 - £250,000 (+ 20% VAT) (+Fees)

By Instruction of The Liquidators of Clayton of Chesterfield Ltd
Clayton House, Clayton Street, Chesterfield, Derbyshire, S41 0DW

Property Description:

A detached commercial premises of steel framed construction with solid brick external walls, surmounted by a multi pitched roof and benefiting from ancilliary offices, extensive mezzanine storage, secure storage yard and private car park to the rear of the premises.

The property fronts Clayton Street, set back behind a forecourt parking area and forms part of an established industrial area which leads directly off the Hady Hill (A632) and the property is conveniently located within a distance of a mile to the east of Chesterfield Town Centre. Chesterfield comprises a market town famous for its church with a crooked spire and is located approximately 24 miles north of Derby and 11 miles south of Sheffield.

Tenancy Information:

The property is a warehouse holding over following the expiry of the original lease which commenced on 1st September 2007 for a term of 10 years at a current rental of £14,000 per annum. In addition, 11 spaces in the rear car park are informally let to the adjacent veterinary practice at a rent of £2,840 per annum.

Total current rental Income: £16,840 per annum

Accommodation:
Ground Floor

Conservatory Reception Area: 11.27sq.mtrs (121sq.ft), Warehouse Premises with roller shutter vehicular access: 275sq.mtrs (2,967sqft) including Two Separate Offices, Ladies and Gents Toilets,

Mezzanine Floor

250.45sq.mtrs (2,695sq.ft) providing storage and including Two Offices, Store Room and Staff Room


Outside:

Secure fenced and gated storage yard, forecourt loading/parking and access from Clayton Street to private car park located to the rear of the premises.

Legal Documents:

Available at www.cottons.co.uk


Viewings:

Via Cottons - 0121 2472233

Joint Agents: Lambert Smith Hampton



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

LOT 44

Freehold Vacant Detached Dormer Bungalow with Three Bedrooms

*Guide Price: £130,000 - £140,000 (+Fees)

22 Old Bromford Lane, Birmingham, West Midlands B8 2RG

Property Description:

A detached dormer bungalow of traditional brick construction surmounted by a pitched tile clad roof, benefiting from part double glazed windows, three bedrooms and off road car parking but requiring complete modernisation and repair.

The property forms part of a popular and established residential area and Old Bromford Lane leads directly off Bromford Lane (A4040) and the property is conveniently within a third of a mile from the Fox & Goose Shopping Centre providing access to a range of local amenities and services and approximately three miles to the east of Birmingham City Centre.

Accommodation:

Ground Floor

Reception Hall, Cloak Room with wc and wash basin, Kitchen with Pantry, Lounge, Bedroom One (double), Bedroom Two (double)

First Floor

Stairs and Landing, Landing Room, Bathroom with bath and pedestal wash basin, Bedroom Three (large double)

Outside:

Gardens to front, side and rear, brick store and paved driveway to a freestanding wooden garage/shed

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

Viewings: via Cottons - 0121 2472233



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

www.cottons.co.uk



LOT 45**Freehold Property (Cafe, Flat, Yard, Workshop/Store, Advertising Hoarding)**

*Guide Price: £180,000 - £200,000 (+Fees)

16 Kingstanding Road, Birmingham, West Midlands, B44 8AA**Property Description:**

A freehold property/site comprising of a ground floor café and first floor 1 bedroom flat, storage yard, brick built workshop, portakabin and advertising hoarding. The property and site is currently vacant however the advertising hoarding is let informally producing a rental of £2,000 per annum. The property is situated in a prominent position located at the junction with Kingstanding Road and College Road (A453) which provides direct access to Birmingham City Centre

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

Seating area 27.79 sq.mtrs (299 sq.ft), Kitchen 12.26 sq.mtrs (132 sq.ft), WC

First Floor**Flat**

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

Outside:

Front: Paved forecourt providing parking

Rear and Side: Gated Yard, Brick Built Workshop/store 70.19 sq.mtrs (755 sq.ft), Store Room one, 5.62 sq.mtrs (60 sq.ft), Store Room two, 3.75 sq.mtrs (40 sq.ft), wc. Portakabin measuring 12.38 sq.mtrs (133 sq.ft).

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

Viewings: Via Cottons – 0121 247 2233



LOT 46

Freehold Vacant Semi-Detached House with Three Bedrooms

*Guide Price: £70,000 - £80,000 (+Fees)

2 Derwent Close, Brierley Hill, West Midlands DY5 4QA

Property Description:

A modern semi-detached house of cross wall construction, surmounted by a pitched tile clad roof, benefitting from off-road car parking space, gas fired central heating and three bedrooms, but requiring complete repair and refurbishment.

Derwent Close forms part of an established residential area known as Pensnett and leads off Tiled House Lane which, in turn, leads off Commonsides (B4179). The property is conveniently within approximately one mile from both Russells Hall Hospital and Merry Hill Shopping Centre and two miles to the west of Dudley Town Centre.

Ground Floor

Reception Hall, Walk-in cupboard, Lounge, double doors opening to Dining Room, Kitchen.

First Floor

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

Outside:

Front: Lawned foregarden and parking space, pedestrian side access to rear. **Rear:** Yard and terraced garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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WEDNESDAY 3RD APRIL 2019

WE REQUIRE:

Residential and Commercial, Vacant and
Investment Properties.

Land and Development Opportunities.

Freehold Ground Rents.

Deceased Estates.

Properties requiring Repair and Refurbishment.

Problem Properties with Structural Damage, Mineshafts,

Problem Neighbours,

Short Leaseholds, ETC.

Properties requiring a FAST, STRAIGHTFORWARD
and conclusive SALE.

CLOSING DATE FOR ENTRIES:

8th MARCH 2019

PLEASE CALL US TO DISCUSS INCLUDING
YOUR PROPERTY AND TO ARRANGE
A FREE AUCTION APPRAISAL 0121 247 2233

0121 247 2233

AUCTIONS@COTTONS.CO.UK WWW.COTTONS.CO.UK

Energy Performance Certificate

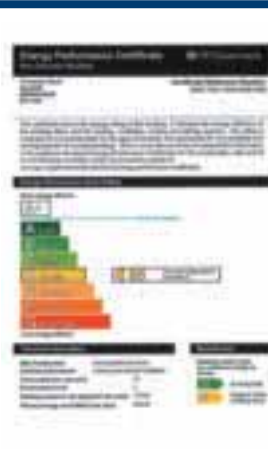
The EPC for this property was commissioned on

30th January 2019

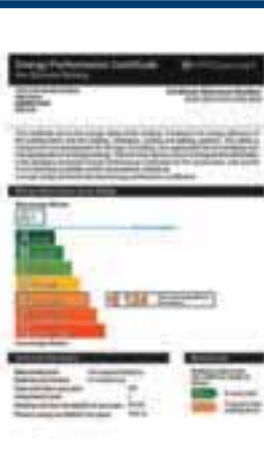
This will be added to the Legal Pack and available on our website.



LOT 4



LOT 17



LOT 19

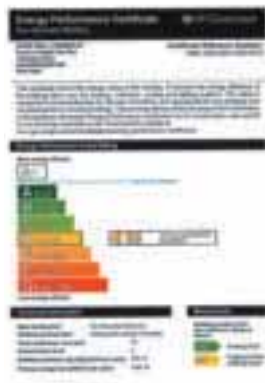


LOT 24

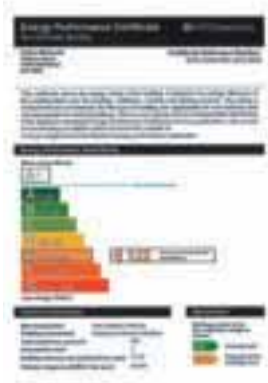
LOT 25



LOT 38



LOT 40



LOT 43

Energy Performance Certificate

The EPC for this property was commissioned on

5th February 2019

This will be added to the Legal Pack and available on our website.

LOT 45

Cottons

CHARTERED SURVEYORS

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

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

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

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

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.



In association with
Cottons
CHARTERED SURVEYORS



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The Complete Insurance Solution for your Property Portfolio

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*subject to certain underwriting criteria

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www.pi-propertyinsurance.co.uk

1 Arrow Court, Adams Way, Alcester, Warwickshire, B49 6PU

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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

4th Edition

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

Glossary

The glossary gives special meanings to certain words used in both sets of conditions.

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material — which auctioneers can tailor to their needs — and part two the auction conduct conditions.

Sale Conditions

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

This glossary applies to the **auction conduct conditions** and the **sale conditions**.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the **auction** or the **contract date** (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

Actual completion date

The date when **completion** takes place or is treated as taking place for the purposes of apportionment and calculating interest.

Addendum

An amendment or addition to the **conditions** or to the **particulars** or to both whether contained in a supplement to the **catalogue**, a written notice from the **auctioneers** or an oral announcement at the **auction**.

Agreed completion date

Subject to **condition** 69.3:

- (a) the date specified in the **special condition**; or
- (b) if no date is specified, 20 **business days** after the **contract date**; but if that date is not a **business day** the first subsequent **business day**.

Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the **auctioneers**.

Arrears

Arrears of rent and other sums due under the **tenancies** and still outstanding on the **actual completion date**.

Arrears schedule

The arrears schedule (if any) forming part of the **special conditions**.

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

Auctioneers

The auctioneers at the **auction**.

Business day

Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

Buyer

The person who agrees to buy the **lot** or, if applicable, that person's personal representatives: if two or more are jointly the **buyer** their obligations can be enforced against them jointly or against each of them separately.

Catalogue

The catalogue to which the **conditions** refer including any supplement to it.

Completion

Unless otherwise agreed between **seller** and **buyer** (or their conveyancers) the occasion when both **seller** and **buyer** 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.

Condition

One of the **auction conduct conditions** or **sales conditions**.

Contract

The contract by which the **seller** agrees to sell and the **buyer** agrees to buy the **lot**.

Contract date

The date of the **auction** or, if the **lot** is not sold at the **auction**:

- (a) the date of the **sale memorandum** signed by both the **seller** and **buyer**; or
- (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

Documents

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the **special conditions** relating to the **lot**.

Financial charge

A charge to secure a loan or other financial indebtedness (not including a rent charge).

General conditions

That part of the **sale conditions** so headed, including any extra general conditions.

Interest rate

If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc. (The **interest rate** will also apply to judgment debts, if applicable.)

Lot

Each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy (including **chattels**, if any).

Old arrears

Arrears due under any of the **tenancies** that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.

Particulars

The section of the **catalogue** that contains descriptions of each **lot** (as varied by any **addendum**).

Practitioner

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

Price

The price that the **buyer** agrees to pay for the **lot**.

Ready to complete

Ready, willing and able to complete: if **completion** would enable the **seller** to discharge all **financial charges** secured on the **lot** that have to be discharged by **completion**, then those outstanding financial charges do not prevent the **seller** from being **ready to complete**.

Sale conditions

The **general conditions** as varied by any **special conditions** or **addendum**.

Sale memorandum

The form so headed (whether or not set out in the **catalogue**) in which the terms of the **contract** for the sale of the **lot** are recorded.

Seller

The person selling the **lot**. If two or more are jointly the **seller** their obligations can be enforced against them jointly or against each of them separately.

Special conditions

Those of the **sale conditions** so headed that relate to the **lot**.

Tenancies

Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

Tenancy schedule

The tenancy schedule (if any) forming part of the **special conditions**.

Transfer

Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 2006.

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and **us** and **our**) The **auctioneers**.

Your (and **your**)

Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**.

Auction conduct conditions

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 disappled 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**.

A6 Extra Auction Conduct Conditions

A6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is £2000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.

A6.2 The deposit will be held by the **auctioneers** as agents for the **seller** unless the sale is subject to **VAT** when it will be held as stakeholder.

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 **interest rate** 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 5B 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**.

G30. Extra General Conditions

G30.1 If a cheque for all or part of the deposit is not cleared on first presentation, the **auctioneers** are under no obligation to re-present the cheque, but should they do so (at their sole discretion) then the **buyer** will pay to the **auctioneers** a fee of £100 plus VAT, such payment being due whether or not the cheque ultimately clears.

G30.2 Vacant possession of the **lot** shall be given to the **buyer** on **completion** except where stated in the **special conditions**. The **buyer** accepts that vacant possession of the whole or any part of the **lot** offered with vacant possession notwithstanding that:

(a) there may be furniture fittings or effects remaining at the **lot** in which case the **buyer** shall not be entitled to require the removal of such items or delay **completion** on the grounds that the existence of such items does not constitute vacant possession, and

(b) that all or part of the **lot** whether comprising a house, part of a house, flat or flats may not legally be used for immediate residential occupation.

G30.3 The **buyer** will pay to the **auctioneers** a Buyers Administration Fee of £600 inclusive of VAT (£300 for transactions of less than £10,000). If for any reason this sum is not paid on exchange of contracts then it will be payable to the **seller's** solicitors on **completion** in addition to the purchase **price**.

G30.4 Any description of the **lot** which includes reference to its use does not imply or warrant that it may be legally used for that purpose.

G30.5 If the **buyer** is unable to provide adequate means of identification in the auction room either for himself or for the contractual **buyer** (if this is different) the **auctioneers** may retain the **sale memorandum** signed by or on behalf of the **seller** until such identification is produced and in the absence of its production may (as agents for the **seller**) treat this as the **buyers** repudiation of the **contract** and re-offer the **lot** for sale.

G30.6 The **auctioneers** shall be under no financial liability in respect of any matters arising out of the **auction** or the **particulars** of any **lot** or any of the **conditions** relating to any **lot**. No claims shall be made against the **auctioneers** by the **buyer** in respect of any loss or damage or claim actually or allegedly suffered by or made against the **buyer** by reason of the **buyer** entering into the **contract**.

G30.7 The **auctioneers** have undertaken their best endeavours to satisfy themselves as to the bone fides of the **seller** and that he is the beneficial owner but we give no warranty.

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

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**



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