

22ND OCTOBER 2019

Cottons

CHARTERED SURVEYORS

AUCTION

TUESDAY 22ND OCTOBER 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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 42 LOTS

Order of Sale

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

- Development Opportunity for 28 Apartments, 423 – 425 Hagley Road, Edgbaston, B17
- Multi-let Freehold Industrial Estate, House and Land (13.5 Acres), Croft Farm, Coventry, CV2.
- 377 – 379 Bearwood Road, Smethwick, B66 (Former Theatre/Snooker Hall with Wedding/Social Function consent).
- HMO/Flat Investment Opportunities at 26 York Road, Edgbaston, 70 Gillott Road, Edgbaston, 505 City Road, Edgbaston, 18 Middleton Hall Road, Kings Norton & 78 St Anne's Road, Cradley Heath.
- Freehold House, Coach House & Business Premises/Yard, 46/46A Wordsworth Road, Small Heath, B10
- Freehold Retail/Office Investment, 240/240A Lichfield Road, Mere Green, Sutton Coldfield.

By instruction of a variety of Vendors including, Solicitors, Liquidators, Mortgagees in Possession, Joint Property Agents, Companies and Private Clients.

| | | |
|----|--|--|
| 1 | 39 LEOMINSTER ROAD, SPARKHILL, B11 3BH | Freehold Vacant House |
| 2 | 13 & 24 ALBION PARADE, KINGSWINFORM, DY6 ONP | Freehold Bakery Investment |
| 3 | 85 PERROTT STREET, WINSON GREEN, B18 4LZ | Freehold Vacant House |
| 4 | 29 NAILSTONE CRES., ACOCKS GREEN, B27 7HY | Freehold Vacant House |
| 5 | 11 WARREN CLOSE, TIPTON, DY4 9PQ | Leasehold Vacant Flat |
| 6 | 95 MOUNT PLEASANT, BILSTON, WV14 7NR | Freehold Vacant House |
| 7 | 128 GLENDOWER ROAD, PERRY BARR, B42 1ST | Leasehold Vacant House |
| 8 | 505 CITY ROAD, EDGBASTON, B17 8LL | Freehold Vacant House |
| 9 | 62 CLARENCE ROAD, ERDINGTON, B23 6AR | Freehold Vacant House |
| 10 | 26 YORK ROAD, EDGBASTON, B16 9JB | Freehold Residential Inv. |
| 11 | FGR 96 COLERAINE ROAD, GREAT BARR, B42 1LW | Freehold Ground Rent |
| 12 | FGR 11 THOMPSON CLOSE, DUDLEY, DY2 0EP | Freehold Ground Rent |
| 13 | FGR 81 GOSCOTE LANE, WALSALL, WS3 1PH | Freehold Ground Rent |
| 14 | FGR 55 MEADOWCROFT GDNS, SHEFFIELD, S20 8EJ | Freehold Ground Rent |
| 15 | FGR 65 MEADOWCROFT GDNS, SHEFFIELD, S20 8EJ | Freehold Ground Rent |
| 16 | FGRS LOCATED IN CHAPELTOWN, SHEFFIELD, S35 1UY | Freehold Ground Rents |
| 17 | OFFICE/YARD, FLETCHER ST, STOURBRIDGE, DY9 8TH | Freehold Vacant Offices/Yard |
| 18 | JACMAR, FLETCHER STREET, STOURBRIDGE, DY9 8TH | Freehold Residential Inv. |
| 19 | 423-425 HAGLEY ROAD, EDGBASTON, B17 8BL | Freehold Development Land |
| 20 | 78 ST ANNE'S RD & 99 HIGH ST, CRADLEY HEATH, B64 5HE | Freehold Residential Inv. |
| 21 | 4 NORMAN TERRACE, FERRYHILL, DL17 0HF | Freehold Vacant House |
| 22 | 22 WEBB LANE, HALL GREEN, B28 0EA | Freehold Vacant Bungalow |
| 23 | 46 & 46A WORDSWORTH RD, SMALL HEATH, B10 0EE | Freehold Vacant House/Yard |
| 24 | 5 COLLEGE LANE, TAMWORTH, B79 7LP | Freehold Vacant Retail |
| 25 | 18 MIDDLETON HALL RD, KINGS NORTON, B30 1BY | Freehold Vacant Residential |
| 26 | 240 LICHFIELD ROAD, SUTTON COLDFIELD, B74 2UD | Freehold Commercial Inv. |
| 27 | 377-383 BEARWOOD ROAD, SMETHWICK, B66 4DL | Freehold Vacant Leisure |
| 28 | 44 ELMDON ROAD, ACOCKS GREEN, B27 6LH | Freehold Vacant Flats |
| 29 | 56 WEYMOOR ROAD, HARBORNE, B17 0RX | Freehold Vacant House |
| 30 | 70 GILLOTT ROAD, BIRMINGHAM, B16 0EZ | Freehold Vacant HMO |
| 31 | 18 HINDLOW NEW COTTAGES, BUXTON, SK17 9QA | Freehold Vacant House |
| 32 | LAND NORTH SIDE OF SALOP ST, OLDBURY, B69 3HA | Freehold Land |
| 33 | CROFT FARM, PARROTT'S GROVE, COVENTRY, CV2 1NR | Freehold Industrial Estate |
| 34 | MADRYN HOUSE, NO MANS HEATH, TAMWORTH, B79 0PB 35 | Freehold Vacant House |
| 35 | CHEVIOT, WILNECOTE, TAMWORTH, B77 4JR | Leasehold Vacant Flat |
| 36 | 88 FRANCES ROAD, KINGS NORTON, B30 3DU | Freehold Residential Inv. |
| 37 | HAYMILLS SOCIAL CLUB, YARDLEY, B25 8DF | Freehold Vacant Leisure |
| 38 | H & J TRANSPORT, BLAKELEY HALL RD, OLDBURY, B69 4ET | Leasehold Vacant Yard |
| 39 | GARAGES EAST OF 56 MOORFIELD DR, SUTTON COLDFIELD | Freehold Garage Inv. |
| 40 | GARAGES WEST OF 64 MOORFIELD DR, SUTTON COLDFIELD | Freehold Garage Inv. |
| 41 | 92 KNIGHTS ROAD, TYSELEY, B11 3QB | Freehold Vacant House |
| 42 | 45 LOWER WHITE ROAD, QUINTON, B32 2RT | Freehold Vacant Extended Semi Detached House |

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.) MRICS MNAEA

Auction Team:

Richard Longden B.Sc. (Hons.) MRICS, Julie Murphy, Sharron Sheldon, Mark Cullen, Tina Thornton, Jason Coombes B.A MARLA ANAVA, 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.

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

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

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

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

LOT 1

Freehold Vacant Mid-Terraced House with Three Bedrooms

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

39 Leominster Road, Sparkhill, Birmingham, West Midlands B11 3BH

Property Description:

A mid-terraced house of traditional two-storey brick construction, surmounted by a pitched tile clad roof, set back from the road behind a fenced foregarden and benefitting from double glazed windows. This property is in requirement of a complete refurbishment

The property forms part of the popular residential area of Sparkhill and is conveniently located 0.2 miles from the junction of Shaftmoor Lane and Stratford Road (A34).

Ground Floor:

Porch, Hall, Lounge, Storage, Kitchen, Pantry, Shower Room with Shower, Toilet & Basin

First Floor:

Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Double)

Outside:

Front: Fenced Garden

Rear: Lawned Garden (Overgrown)

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

Viewings: Via Cottons 0121 247 2233



LOT 2

Freehold Retail Investment with Residential Ground Rent.

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

13 & 24 Albion Parade, Wall Heath, Kingswinford, West Midlands DY6 0NP

Property Description:

An attractive investment property comprising of a three storey mid terraced retail shop with a two storey duplex flat over, subject to a long leasehold interest.

The property forms part of a pedestrianised parade of similar units located in the busy Wall Heath Shopping Centre with adjacent occupiers including Co-op Supermarket and Travel, Boots Pharmacy and a mix of established local traders. Albion Parade is located off Enville Road, close to the junction with High Street (A449) and in a well regarded residential area.

Tenancy Information:

13 Albion Parade (Retail Shop): Let since December 1999 as Davis's Family Bakery, currently on a lease for a term of 6 years which commenced on 25th March 2015, at a current rent of £6,000 per annum on full repairing and insuring terms.

24 Albion Parade (Duplex Flat): Subject to a long leasehold interest for a term commencing on 10/10/2017 until 24/03/2177 and paying an escalating Ground Rent, currently £80 per annum and increasing by £40 every 30 years.

Accommodation:

Ground Floor

Retail Shop/Bakery (No.13) comprising of a rectangular shaped unit with retail area, rear Bakery, ladies and gents toilets and rear yard with brick store and communal parking.

Gross Internal Area: 66.62 sq m (717 sq ft)

Duplex Flat (No.24): Accommodation Not Applicable

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

Viewings: Via Cottons - 0121 247 2233



LEGAL PACKS

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

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

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

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

LOT 3

Freehold Vacant Three Bedroom Mid-terraced Property

*Guide Price: £72,000 - £78,000 (+Fees)

85 Perrott Street, Winson Green, Birmingham, West Midlands B18 4LZ

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having gas fired central heating and majority UPVC double glazed windows. The property is located close to the junction with Eva Road, Perrott Street itself is located off Foundry Road which in turn can be found off Winson Green Road (A4040)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen and Bathroom having panelled bath with electric shower above, wash basin and WC, Stairs

First Floor

3 Bedrooms

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £950 (inclusive of VAT) being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits may be paid by the following methods

Card Payments

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

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

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LOT 4

Freehold Vacant Three Bedroom Mid Terraced House

*Guide Price: £115,000 - £125,000 (+Fees)

29 Nailstone Crescent, Acocks Green, Birmingham, West Midlands B27 7HY

Property Description:

A mid terraced house of two-storey brick construction, surmounted by a pitched slate clad roof, having a single-storey rear extension and set back from the road behind a block paved forecourt.

The property benefits from UPVC double glazed windows, gas-fired central heating and three bedrooms and requires some modernisation and improvement.

Nailstone Crescent forms part of an established residential estate and leads off Severn Road which, in turn, leads off Gospel Lane and the property is conveniently located within approximately one mile to the south of Acocks Green Shopping Centre and one and a half miles to the east of Hall Green Shopping Centre.

Accommodation

Ground Floor

Lounge, Breakfast Kitchen, Rear Entrance Hall, Bathroom with bath, pedestal wash basin and wc.

First Floor

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

Outside:

Front: Block paved forecourt.

Rear: Paved patio, garden, concrete hardstanding with shed and rear pedestrian access.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 5

Leasehold Vacant First Floor Maisonette with One Bedroom

*Guide Price: £35,000 - £39,000 (+Fees)

11 Warren Close, Tipton, West Midlands DY4 9PQ

Property Description:

A purpose built first floor maisonette forming part of a two-storey mid terraced property, providing well laid out accommodation benefitting from UPVC double glazed windows and gas fired central heating, modern kitchen and shower room fittings.

Warren Close comprises a cul-de-sac which leads directly off Upper Church Lane (B4163) conveniently within approximately half a mile from Tipton Railway Station and two miles to the north of Dudley Town Centre.

Accommodation:

Ground Floor

Entrance Hall.

First Floor

Stairs and Landing, Lounge, Kitchen with

range of modern fitted units, Shower Room with glazed shower enclosure, pedestal wash basin and wc, Double Bedroom.

Leasehold Information:

Lease Term: 99 years from 25th December 1975.

Ground Rent: Currently £30 per annum, rising during the term.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 6
Freehold Vacant Extended Three Bedroom Terraced House

*Guide Price: £75,000 - £85,000 (+Fees)

95 Mount Pleasant, Bilston, West Midlands WV14 7NR
Property Description:

A mid-terraced house of brick construction, surmounted by a pitched, inter-locking tile clad roof, benefitting from a substantial single-storey extension with flat roof located to the rear, providing kitchen, bathroom and workshop accommodation.

The property benefits from UPVC double-glazed windows, gas-fired central heating and three bedrooms and is set back from the road behind a walled foregarden.

The property forms part of an established residential area and Mount Pleasant (B4484) leads directly off Wellington Road (A41) and continues via Willenhall Road to the Keyway (A454).

Wolverhampton City Centre lies within approximately three miles to the north west.

Accommodation
Ground Floor

Front Reception Room, Lobby, Store Cupboard, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with bath, wash basin and wc.

First Floor

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

Outside:

Front: Small walled foregarden.

Rear: Shared entry access to paved yard, block built store/workshop and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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See us on LinkedIn and Twitter



LOT 7

Leasehold Vacant Three Bedroom Semi-Detached House

*Guide Price: £76,000 - £82,000 (+Fees)

128 Glendower Road, Perry Barr, Birmingham, West Midlands B42 1ST

Property Description:

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a paved foregarden. The property benefits from having gas fired central heating however does require modernisation and improvement, the property further benefits from having a garage providing off road parking to the rear accessed via a secure gated service road. Glendower Road is located off Clivedon Avenue and Perry Avenue which in turn is found off the Walsall Road

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Stairs

First Floor

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

Outside:

Front Paved foregarden

Rear Lawned garden and garage accessed via a gated service road

Leasehold Information

Term 99 years from 29 September 1935

Rent Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 8

Freehold Vacant Five Bedroom Semi-Detached House

*Guide Price: £210,000 - £230,000 (+Fees)

505 City Road, Edgbaston, Birmingham, West Midlands B17 8LL

Property Description:

A semi detached three storey five bedroom property of brick construction surmounted by a tiled roof set back from the road behind a gated and walled foregarden providing off road parking. The property benefits from having UPVC double glazing however does require modernisation and improvement throughout. The property may provide potential for a variety of uses such as a HMO or conversion to flats subject to obtaining the correct planning, or alternatively a refurbished 5 bedroom house. The property is located close to the junction with Sandon Road which in turn is found off Hagley Road and the property is within approximately a mile and a half from Birmingham City Centre

Accommodation:

Ground Floor

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

First Floor

3 Double Bedrooms, Bathroom with panelled bath, wash basin, Separate WC

Second Floor

Store Area, Bedrooms 4 and 5 (both double)

Outside:

Front Gated and walled foregarden allowing for off road parking

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 9

Freehold Vacant Possession Mid-Terraced House

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

62 Clarence Road, Erdington, Birmingham, B23 6AR

Property Description:

A traditional two-storey, mid-terraced house of brick construction, surmounted by a pitched inter-locking tile clad roof, set back from the road behind a walled foregarden. The property provides well laid out accommodation having recently been refurbished and is ideally suited for an investor.

The property is situated less than one mile from Spaghetti Junction with access to the UK Motorway Network.

Ground Floor

Front Reception Room, Rear Reception Room and Kitchen.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bathroom with shower.

Outside:

Front: Walled foregarden.

Rear: Large decked area and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 10

Current rental Income: £24,800 per annum (circa £37,000 per annum when fully let)

26 York Road, Edgbaston, Birmingham, West Midlands B16 9JB



Property Description:

A long established residential investment opportunity comprising of nine studio flats with shared bath/shower room facilities, contained within a converted semi detached former dwelling house of three storey traditional brick construction surmounted by a pitched slate clad roof, set back behind a paved forecourt providing off road car parking and benefiting from mostly UPVC double glazed windows, mains fitted fire alarm and large rear garden.

The property forms part of a popular and established residential area and York Road contains a range of similar dwelling houses, many of which have been converted into flat accommodation. The area is popular with tenants due to the property's close proximity to Birmingham City Centre. York Road leads directly off Rotton Park Road which in turn leads off Hagley Road (A456) providing ease of commuting by car or public transport to the City Centre which is approximately one and a half miles to the east.

Tenancy Information

The property was converted in excess of 20 years ago and has provided both a stable and reliable income for both the current and previous owners. All studio flats with the exception of no's. 6, 7 and 9 are let on Assured Shorthold Tenancies at the following rents:
Studio One: £350 pcm
Studio Two: £350 pcm

Studio Three: £350 pcm
Studio Four: £345 pcm
Studio Five: £325 pcm
Studio Six: Vacant
Studio Seven: Vacant
Studio Eight: £80 per week
Studio Nine: Vacant

Total Current Rental Income: £24,800 per annum

Estimated Rental Income (when Fully Let): In the region of £37,000 per annum

Note 1: Studio Six is currently used as a store room and requires full refurbishment and provision of fittings

Studios Seven and Nine are currently vacant and require full refurbishment and modernisation

Note 2: The Landlord currently pays council tax and water rates and the electricity charge is recovered from the tenants by way of individual sub meters.

Note 3: The property was granted an HMO Licence on 05/10/2017 until 21/06/2022. This is not transferrable and a purchaser must renew the licence following completion.

Accommodation

Ground Floor

Communal Reception Hall
Studio One: Bed/Living Room with Open Plan Kitchen
Studio Two: Bed/Living Room with Open Plan Kitchen and Garden Access.

Inner Hall with communal utility cupboard with washing machine and dryer, Shared Cloak Room with wc and wash basin and Shower Room with glazed shower cubicle
Studio Three: Bed/Living Room with Separate Dining Kitchen

First Floor

Stairs and Landing, Shared Bathroom with bath, wash basin and wc
Studio Four: Bed/Living Room with Separate Kitchen

Studio Five: Bed/Living Room with Open Plan Kitchen

Studio Six: Currently used as a Store Room

Second Floor

Stairs and Landing, Shared Bathroom with bath, wash basin and wc
Studio Seven: Bed/Living Room with Open Plan Kitchen
Studio Eight: Bed/Living Room with Separate Kitchen
Studio Nine: Bed/Living Room/Kitchen

Outside:

Paved forecourt providing off road parking, pedestrian side access to large rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233

Freehold Residential Investment Comprising Nine Studio Flats
*Guide Price: £370,000 - £400,000 (+Fees)



LOT 11

Freehold Ground Rent

*Guide Price: £25,000 PLUS (+Fees)

Freehold Ground Rent (Less than 17 years Unexpired)

96 Coleraine Road, Great Barr, Birmingham, West Midlands B42 1LW



Property Description:

A Freehold Ground Rent secured upon a traditional semi-detached house of two store brick construction, set back behind a tarmac driveway and forms part of an established and popular residential area, located via Rocky Lane off Old Walsall Road (B4124) and approximately four miles north of Birmingham City Centre.

The property is subject to a long lease for a term of 99 years from 25th December 1937, having less than 17 years unexpired and at a ground rent of £5.00 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

LOT 12

Freehold Ground Rent

*Guide Price: £3,000 - £3,750 (+Fees)

Freehold Ground Rent, 11 Thompson Close, Dudley, West Midlands DY2 0EP



Property Description:

A Freehold Ground Rent secured upon a modern end town house with garage, set back behind a foregarden and driveway and situated in a cul-de-sac.

The property is subject to a long lease for a term of 99 years from 25th March 1974 at a current Ground Rent of £79 per annum, rising in 2040 to £168 per annum for the remainder of the term.

The property forms part of a residential estate located via Quarry Road, off Saltwells Road and situated approximately two and a half miles to the south of Dudley town centre.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

LOT 13

Freehold Ground Rent

*Guide Price: £3,200 - £3,600 (+Fees)

Freehold Ground Rent, 81 Goscote Lane, Little Bloxwich, Walsall, West Midlands WS3 1PH



Property Description:

A Freehold Ground Rent secured upon a modern semi-detached house with garage, set back behind a foregarden and driveway.

The property is subject to a long lease for a term of 99 years from 25th March 1973 having approximately 52 years unexpired and at a Ground Rent of £30 per annum.

The property forms part of a predominantly residential area and situated close to the junction with Livingstone Road approximately three miles to the north of Walsall Town Centre

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

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LOT 14

Freehold Ground Rent

*Guide Price: £2,000 - £2,500 (+Fees)

Freehold Ground Rent, 55 Meadowcroft Gardens, Westfield, Sheffield, South Yorkshire S20 8EJ



Property Description:

A freehold ground rent secured upon a modern end terraced town house set back from the road behind a lawned foregarden.

The property forms part of a modern residential estate located approximately seven miles to the south east of Sheffield City Centre and within approximately one and a half miles from Rother Valley Country Park.

Ground Rent Income

The property is subject to a long lease for a term of 99 years (less 3 days) from 23rd April 1976 at a ground rent of £25 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 15

Freehold Ground Rent

*Guide Price: £1,200 - £1,700 (+Fees)

Freehold Ground Rent, 65 Meadowcroft Gardens, Westfield, Sheffield, South Yorkshire S20 8EJ



Property Description:

A freehold ground rent secured upon a modern town house set back from the road behind a foregarden.

The property forms part of a modern residential estate located approximately seven miles to the south east of Sheffield City Centre and within approximately one and a half miles from Rother Valley Country Park.

Ground Rent Income

The property is subject to a long lease which commenced on 23rd April 1976 expiring on 22 April 2125 at a current ground rent of £25 per annum, rising on 23 April 2075 to £500 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 16

A Portfolio of 13 Freehold Ground Rents in Chapeltown, Sheffield, S35

*Guide Price: £8,000 - £9,500 (+Fees)

Freehold Ground Rents, 24, 26, 28, 30, 32, 34, 42, 48, 50, 60, 64 Broad Inge Crescent & 5, 7 Meadow Drive, Chapeltown, Sheffield, South Yorkshire, S35 1RU & S35 1UY

Property Description:

A Portfolio of Freehold Ground Rents secured upon a range of modern semi-detached houses located in the small town of Chapeltown, located approximately 7 miles to the north of Sheffield.

The Portfolio comprises of a total of 13 houses, 11 located in Broad Inge Crescent and two in the adjacent road of Meadow Drive.

The properties form part of a residential estate located approximately one mile to the west of Chapeltown town centre.

Ground Rent Income:

Each property is subject to a long lease for a term of 200 years from 25th March 1966, producing a rental income as follows:

Broad Inge Crescent: 11 houses at a Ground Rent of £18.00 per annum each.

Meadow Drive: 2 houses at a Ground Rent of £36.00 per annum each.

Total Ground Rent income: £270 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable.



LOT 17

Freehold Vacant Offices, Yard and Store

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

Offices, Yard and Store, Fletcher Street, Stourbridge, West Midlands DY9 8TH

Property Description:

A single storey office building, builders yard and store located in a site extending to approximately 390.67 sq.m (4,205 sq.ft). Access to the yard is via secure gated entrance off Fletcher Street.

The offices are offered for sale in presentable condition and provide three office rooms, store, kitchen and male and female wc. The property is located on Fletcher Street close to the junction with Park Street which in turn is found off Bald's Lane

Store Room 6.62 sq.mtrs (71 sq.ft), Kitchen 4.04 sq.mtrs (43 sq.ft), Male and Female WC.

Outside:

Yard and Store.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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



Accommodation:

Reception Entrance 4.25 sq.mtrs (46 sq.ft), Office One 13.24 sq.mtrs (143 sq.ft), Office two 18.26 sq.mtrs (197 sq.ft), Office three 10.23 sq.mtrs (110 sq.ft),

Freehold Investment (Detached Bungalow)

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

LOT 18

Jacmar, Fletcher Street, Stourbridge, West Midlands DY9 8TH

Property Description:

A modern one bedroom detached bungalow of brick construction surmounted by a tiled roof set back from the road behind a driveway allowing access to garage for secure off road parking. The property benefits from having UPVC double glazing, gas fired central heating and is offered for sale in presentable condition. The property is located on Fletcher Street close to the junction with Park Street which in turn is found off Bald's Lane the property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £450 pcm (£5,400 per annum). The garage is separately let on an informal basis producing a rental of £50 pcm (£600 per annum)

Accommodation:

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

Outside:

Front Driveway and garage providing off road parking
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 19

423-425 Hagley Road, Edgbaston, Birmingham, B17 8BL



Property Description:

A prime redevelopment opportunity prominently located fronting Hagley Road (A454) and forming part of the prestigious Calthorpe Estate. The site comprises a rectangular shaped parcel of land extending to an area of 0.48 acres (1942 sq.m), previously occupied by two fire damaged Hotels which have now been demolished and cleared. The site benefits from planning consent granted by Birmingham City Council for the erection of 28 apartments comprising 22 one bedroom units and 6 two bedroom units along with associated landscaping and residents car parking.

Planning:

Birmingham City Council granted the following planning permission (REF: 2017/07682/PA) on 27th April 2018. The demolition of fire damaged Bed & Breakfast accommodation with new three-storey development comprising of 22 one bed apartments and 6 two bed apartments, total of 28 dwellings.

Accommodation

Basement 2 x 1 Beds

Ground Floor 4 x 1 Beds And 4 x 2 Beds

First Floor 8 x 1 Beds And 1 x 2 Beds

Second Floor 8 x 1 Beds And 1 x 2 Beds

Location

The site is located fronting Hagley Road (A456) between the junctions of Barnsley Road and Sandon Road and lies within approximately two miles distance to the west of Birmingham City Centre.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons 0121 247 2233



Prime Freehold Redevelopment Opportunity, Consent for 28 Apartments, Circa 0.48 Acres.
*Guide Price: £1,100,000 - £1,200,000 (+Fees)



Proposed Front Elevations



Proposed Side and Rear Elevations

*Refer to Guide and Reserve Price Definitions on Inside Cover.

LOT 20

Freehold Investment (9 residential units producing £50,000 pa)

*Guide Price: £375,000-£395,000 (+Fees)

78 St Anne's Road & 99 High Street, Cradley Heath, West Midlands B64 5HE

Property Description:

A substantial investment opportunity comprising of a former public house having been converted to provide four flats, and three bungalows accessed via the rear courtyard. There is also a further building situated to the side of site which comprises a further two units along with the rear courtyard providing communal parking. The flats have recently undergone refurbishment works. The properties are situated fronting St Anne's Road and can also be accessed from the High Street which contains a wide range of shops and amenities.

Accommodation:

The Auctioneers have not internally inspected the property and we understand from the owner that it contains the following accommodation:

Former Public House:

Two Bed Flat, Studio Flat, One Bed Flat x2

Side Building

One Bed Flat x 2

Rear Courtyard Buildings:

One Bedroom Bungalow x2

Two Bedroom Bungalow

Tenancy Information:

We have been informed the property is let to VIP Property Group on a 4 year lease from 1 December 2018 at £50,000 per annum

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

Viewings: Via Cottons 0121 247 2233



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



LOT 21

Freehold Vacant Three Bedroom House

*Guide Price: £20,000 - £26,000 (+Fees)

4 Norman Terrace, Chilton, Ferryhill, County Durham DL17 0HF

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing. Norman Terrace is located off both Tennyson Road and Durham Road

Accommodation:

Please Note

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

First Floor

Three Bedrooms

Outside:

Front Walled foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Ground Floor

Entrance Hallway, Lounge, Kitchen, Dining Room, Bathroom



LOT 22
Freehold Vacant Detached Bungalow in Sought After Location

*Guide Price: £200,000 - £225,000 (+Fees)

22 Webb Lane, Hall Green, Birmingham, West Midlands, B28 0EA

Property Description:

A detached bungalow having timber-framed and rendered elevations surmounted by a hipped slate clad roof, occupying a private position, set back from Webb Lane behind a screened forecourt and providing extensive and flexible accommodation benefitting from two double bedrooms and four reception rooms which could be adapted to provided additional bedroom accommodation. In addition the property has gas fired central heating, the majority UPVC double glazed windows, detached garage, modern kitchen and bathroom fitments and is in presentable condition having been well maintained by its former owners.

The property occupies a large plot extending to approximately 0.21 acres (832sq.mtrs) with ample car parking and a large lawned rear garden.

Webb Lane comprises of an established tree-lined road which leads directly off both Highfield Road and Robin Hood Lane forming part of a well regarded and popular residential location and the property is conveniently within half a mile from Stratford Road (A34) which provides direct access to a wide range of retail amenities located in both Hall Green and Shirley.

Accommodation
Ground Floor

Glazed Porch/Sun Room, Entrance Hall, Sitting Room with feature fireplace, Lounge opening to Dining Room, Lobby with store, Rear Lounge/Dining Room, Kitchen with range of modern laminate units, Conservatory, Bedroom One (Double), Bedroom Two (Double), Bathroom with panel bath, glazed shower enclosure, pedestal wash basin and wc.

Outside:

Front: Shared driveway to full width block paved forecourt providing off road parking.

Rear: Detached Garage and Store/Workshop, paved patio opening to mature lawned garden with well stocked borders and trees.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

LOT 23

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



Property Description:

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

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

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

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

Planning

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

Accommodation

Ground Floor

46 Wordsworth Road

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

First Floor

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

Second Floor

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

The Coach House

Ground Floor

Front Room, Kitchen, Bathroom

First Floor

Stairs and Landing, Bedroom One (double),

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

Outside:

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

Gross Internal Area (Approximate)

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

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

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

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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

Note 1: The property will be sold as seen including all contents.

Note 2: All parties viewing the property must do so with utmost caution and entirely at their own risk. Neither the seller nor the auctioneers accept any liability for injury or harm caused whilst viewing the property.

Note 3: The photographs were taken in June 2018 and all interested parties should inspect the property prior to bidding.

Freehold Vacant Mixed Use Property inc. Dwelling, Coach House & Business Premises/Yard
*Guide Price: £420,000 - £450,000 (+Fees)



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

LOT 24

Freehold Vacant Double Fronted Retail Unit & Duplex Flat

*Guide Price: £135,000 - £145,000 (+Fees)

5 College Lane, Tamworth, Staffordshire, B79 7LP



Property Description:

A mid terraced 3 storey property of rendered brick construction surmounted by a tiled roof directly fronting the pavement. The property consists of a ground floor retail shop and a self-contained flat to the first and second floors with separate access off College Lane. The property is situated on College Lane which in turn is found off both Market Street, George Street and Colehill and located in the heart of Tamworth Town Centre and the property is with in walking distance to all of the towns amenities and facilities.

Outside:

Yard and Roof Terrace

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Accommodation:

Ground Floor

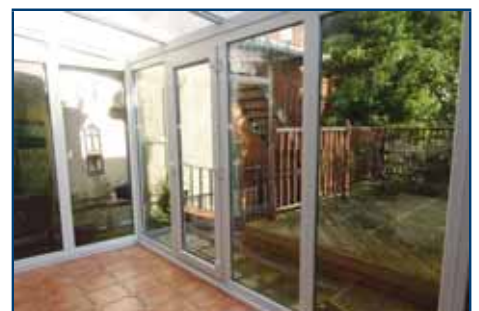
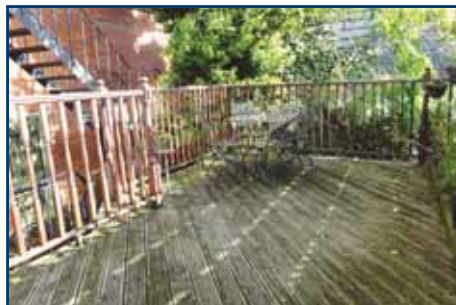
Retail Sales Area 29.2 mtr.sq (314 sq.ft), Ancillary Accommodation 3.5 mtr.sq (81 sq.ft), External Store 5 mtr.sq (54 sq.ft), WC

First Floor Flat

Lounge, Kitchen, Conservatory, Stairs

Second Floor

2 Bedrooms and Shower Room having shower cubicle, wash basin and WC



LOT 25
Freehold Vacant Semi Detached Converted House with 11 Bedsits

*Guide Price: £230,000 - £250,000 (+Fees)

By Instruction of Mortgagees in Possession
18 Middleton Hall Road, Kings Norton, Birmingham, West Midlands B30 1BY

Property Description:

A long established investment opportunity comprising a substantial former dwelling house converted to a range of eleven bedsits/flats.

The property which is currently vacant is of three storey, traditional brick construction surmounted by a pitched tile clad roof, extended to the rear and requires complete refurbishment and repair throughout.

The property is set back from the road behind a concrete forecourt providing off road car parking and is situated between the junctions of Pershore Road (A441) and Foxes Meadow forming part of an established and well regarded residential area, conveniently located within 100 metres of Cotteridge Town Centre, providing access to a wide range of retail amenities and services and 200 metres from Kings Norton Railway Station.

Accommodation:
Ground Floor

Porch Entrance, Reception Hall, Bedsit 1 with Shower Room having wc, Bedsit 1A with Shower Room having wc, Bedsit 1B with Shower Room having wc, Bedsit 1C with Shower Room having wc, Bedsit 2A with Shower Room having wc,

First Floor

Stairs and Landing, Bedsit 2 with Shower Room and wc, Bedsit 3 with Shower Room and wc, Bedsit/Flat 4 with Lounge, Shower Room with wc, Kitchen and Bedroom.

Second Floor

Stairs and Landing, Bedsit 5 with Shower Room having wc, Bedsit 6 with Shower Room having wc, Bedsit 7 with Shower Room having wc.

Outside:

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

Rear: Yard and Garden.

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

Viewings: Via Cottons - 0121 247 2233



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

LOT 26

240 & 240B Lichfield Road, Mere Green, Sutton Coldfield, Birmingham, West Midlands B74 2UD



Property Description:

A substantial investment opportunity occupying a site area of approximately 0.26 acres (1,036 sq.m) and consisting of a two storey semi-detached property fronting the site and a large recently constructed two storey office building to the rear with car parking.

The retail property is currently being used as a hairdressers, barbers and beauticians salon and is offered for sale in presentable condition with forecourt and rear parking and benefits from UPVC double glazed windows and gas fired central heating.

The office building is currently let to three separate companies and benefits from separate car park for multiple vehicles, double glazed powder coated aluminium windows, air conditioning, suspended ceilings with a combination of spot and recessed lighting being predominately LED, perimeter trunking and carpeting and is offered for sale in presentable condition throughout.

The properties are located on the Lichfield road (A5127) close to the junction of Cremorne Road and the property is within approximately a quarter of a miles distance from the main shops, amenities and bars located in Mere Green.

Tenancy Information :

Both properties are currently let as follows.

240 Lichfield Road (Retail)

Hairdresser let on a 10 year lease from the 3rd March 2015 at a rental of £28,000 per annum

240B Lichfield Road (Office Building)

Caboodle Financial Services Ltd: Let on a Tenancy at Will dated the 6th November 2017 producing a rental of £840 per calendar month

Petsmedicover Limited: Let on a Tenancy at Will dated the 3rd November 2017 producing a rental of £1,500 per calendar month

Aesir Wealth Limited: Let on a Tenancy at Will dated the 25th October 2017 producing a rental of £2,500 per calendar month

Total Rental Income: £86,080 per annum

Please note: We understand from the managing agents that the tenants occupying the offices at 240b Lichfield Road have indicated that in principle, they are agreeable to negotiate terms for a longer occupational lease.

Accommodation:

240 Lichfield Road (Hairdressers) Approximate area of 122.19 sq.m (1,315 sq.ft)

Ground Floor:

Open plan salon area, Barbers area with separate entrance, Kitchen and WC, Stairs

First Floor:

Staff room, Office, Treatment rooms 1 and 2 and store room.

240B Lichfield Road (Rear Office Building)

Approximate area of 393.87 sq.m (4,240 sq.ft)

Ground Floor:

Main Entrance Reception Area, Meeting room 1 & 2, Inner Hallway with stairs to first floor, Male and female WC, Open plan office, Kitchen, Store room, Office 1 and 2, Store, Post Room, Hallway 2 with second Entrance point and stairs to first floor, Disabled WC, Open Plan Office, Kitchen/staff room, Shower Room, Store.

First Floor:

Hallway, Offices 1-10, Inner hallway, Store room with Loft access, Office 11-15, WC

Outside: Car Parking to front and rear for numerous vehicles

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

Viewings: Via Cottons – 0121 247 2233



Valuable Freehold Retail/Office Investment Opportunity Producing £86,080 per annum.
*Guide Price: £750,000 - £850,000 (+Fees)



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



LOT 27

Former Sandwell Snooker Centre/Windsor Theatre, 377 - 379 Bearwood Road, Bearwood, Smethwick, West Midlands B66 4DL



Property Description:

A substantial leisure premises comprising of a former cinema known as the Windsor Theatre, constructed in the late 1920's, converted to an ice rink during the 1980's and more recently used as a snooker hall and live music venue with bars and function rooms with scope for use as a wedding and social function venue.

The property is located at the junction of Bearwood Road and Dunsford Road, having a prominent frontage to both, approached from a classic Art Deco three storey entrance, extending behind Bearwood Road through to rear frontage at Richmond Road. The property is of part three storey construction with brick elevations and surmounted predominantly by a pitched tile clad roof.

The property is situated in the popular area of Bearwood which includes a busy shopping centre surrounded by a dense residential catchment area.

Planning

The current use of the property as a leisure facility is duly established and it is noted on Birmingham City Council website that a certificate of lawfulness was granted on 21st March 2005 for proposed use of the premises for social functions including wedding receptions and parties.

The property is locally listed by Sandwell Council and may provide potential for a wide range of similar leisure uses or alternative uses and all interested parties should consult with the local planning department at Sandwell Council prior to bidding.

Accommodation:

Ground Floor

Entrance leading off Bearwood Road/Dunsford Road, Public Bar with attractive decorative finish and grand stairs leading off, Main Hallway, Gents Toilets, Function Room with Bar, Lobby with fire access to Dunsford Road, Bottle Store, Ladies/Disabled Toilets, Refrigerated Beer Cellar with modern

equipment and spirit store, Snooker/Pool Bar with Preparation Room and Kitchen, Main Snooker Room with fire access to Bearwood Road, Pool Room

First Floor

Dual Grand Stairs with Landing Reception Area, Ladies Toilets, Function Room with Bar, Inner Hall, Kitchen, Boiler Room, Office, Plant Room, Stores, Food Preparation Room/Store and Card Playing Room

Second Floor

Stairs to Function Room with access to Main Auditorium (disused), Inner Hall with access to former toilet accommodation

Note: The main auditorium has been disused since the creation of a suspended ceiling to form the snooker hall accommodation.

Gross Internal Area

Ground Floor: 1,024sq.mtrs (11,022sq.ft)
First Floor: 155.9sq.mtrs (1,678sq.ft)
Second Floor: 73.8sq.mtrs (794sq.ft)
Basement (not accessed): 41.5sq.mtrs (446sq.ft)
Total Floor Area: 1,295.2sq.mtrs (13,941sq.ft)
Total Site Area: 0.37 acres (1,480sq.mtrs)

Tenure

The property is Freehold and sold with Vacant Possession with the exception of three leases:

1. Electricity sub-station for a term of 60 years from 25 March 1989.
2. Ground Floor Telecommunications equipment for a term of 12 years from 5 July 2013.
3. A roof top lease for telecommunications equipment for a term of 30 years from 23 September 2016.

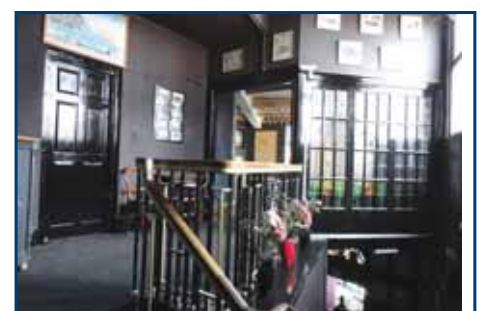
Details of each lease including rental income will be available within the legal documents.

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

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



Freehold Vacant Substantial Leisure Premises with Redevelopment Potential
*Guide Price: £500,000 - £550,000 (+Fees)



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



LOT 28

Freehold Vacant Detached Property (3 Self Contained Flats). *Guide Price: £240,000 - £260,000 (+Fees)

44 Elmdon Road, Acocks Green, Birmingham, B27 6LH



Property Description:

A detached property of brick construction surmounted by a tiled clad roof set back from the road behind a lawned foregarden. The property has been converted to provide three separate self contained flats all separately metered and benefiting from UPVC double glazing, gas fired central heating and offered for sale in presentable condition. Elmdon road is a cul-de-sac located off Yardley Road and the property is within a quarter of a miles distance from both Acocks Green railway station and the main shopping area that contains a wide range of shops and amenities.

Accommodation:

Ground Floor

Communal Entrance hallway with access to stairs:

Flat 1: Lounge, Kitchen, Bedroom and shower room having shower cubicle, wash basin and wc.

First Floor

Flat 2: Lounge, Kitchen, Bedroom 1 intercommunicating with Bedroom 2 and shower room having shower cubicle, wash basin and wc.

Second Floor

Flat 3: Lounge/Bedroom, Kitchen and shower room having shower cubicle, wash basin and wc.

Outside:

Front: Lawned foregarden

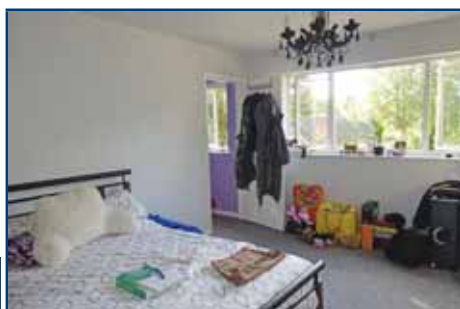
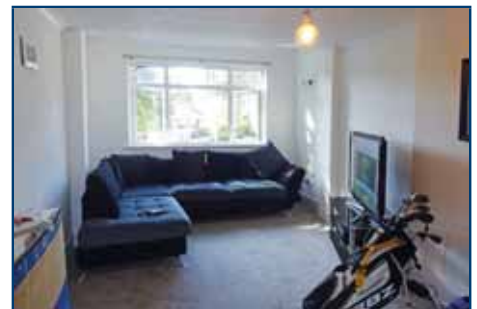
Rear: Garden Area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 29
Freehold Vacant Semi Detached House with Three Bedrooms

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

56 Weymoor Road, Harborne, Birmingham, West Midlands, B17 0RX

Property Description:

A traditional semi-detached house of two storey rendered brick construction surmounted by a hipped tile clad roof and set back from the road behind a foregarden and driveway. The property benefits from mostly UPVC double glazed windows, gas fired central heating, three bedrooms, garage, large rear garden and has potential for extension of the existing dwelling and loft conversion (subject to planning consent/building regulation approval) but requires complete modernisation and refurbishment throughout.

The property forms part of the well regarded residential area of Harborne and Weymoor Road leads directly off Northfield Road, approximately one mile to the south west of Harborne Town Centre.

Accommodation:
Ground Floor

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Breakfast Kitchen, Covered Side Passageway

First Floor

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

Outside:

Front: Lawned foregarden and paved driveway leading to garage
 Rear: Patio, brick stores and a large partly lawned garden

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 30

Freehold Vacant HMO with Planning Consent for 7 Bedrooms

*Guide Price: £230,000 - £250,000 (+Fees)

70 Gillott Road, Edgbaston, Birmingham, B16 0EZ

Property Description:

A long established HMO conversion comprising of a substantial three storey semi detached formed dwelling house converted into a five bedroom HMO set back from the road behind a walled foregarden benefitting from UPVC double glazed windows and gas fired central heating.

The property is of brick construction with a pitched tile clad roof and forms part of an established residential area containing a wide range of private dwelling houses, flats and houses in multiple occupation.

Whilst the property is vacant it was previously let as a 5 Bedroom HMO producing £1,865pcm (£22,380pa) with scope to increase following receipt of planning consent for 7 bedrooms.

The property is situated in the Icknield Port Road end of Gillott Road, conveniently within a short walk from Edgbaston Reservoir and within two miles from Bearwood High Street and two and half miles from Birmingham City Centre.

Planning

Birmingham City Council granted the following planning permission (REF: 2019/04486/PA) on 4th September 2019 for change of Use from 6 bed HMO (Use Class C4) to 7 bed HMO (Sui Generis) and erection of single storey rear extension.

Accommodation:

Ground Floor

Vestibule, Hallway, Bedroom One, Bedroom Two, Shower Room, Toilet With Basin, Dining Room, Kitchen

First Floor

Landing, Kitchen, Bathroom (Basin, Toilet, Bath with shower over bath), Bedroom Three, Bedroom Four

Second Floor

Bedroom Five, Bedroom Six

Outside:

Front: Walled Foregarden

Rear: Lawned Garden

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

Viewings: Via Cottons 0121 247 2233



--- Legal Documents Online ---



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

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 advice.

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LOT 31
Freehold Vacant 3 Bedroom Semi Detached House on Large Plot

*Guide Price: £125,000 - PLUS (+Fees)

18 Hindlow New Cottages, Sterndale Moor, Buxton, Derbyshire SK17 9QA
Property Description:

A two storey semi-detached house located in the village of Sterndale Moor, within The Peak District National Park. The property is of Wimpey 'no-fines' construction, surmounted by a hipped slate clad roof providing well laid out accommodation, benefiting from UPVC double glazed windows and external doors, oil fired central heating, off road parking, three bedrooms, freestanding garage and occupying a large plot with generous front and rear gardens enjoying excellent views over open countryside. The property was originally built as workers cottages for the nearby Hindlow Quarry and is located within four miles to the south east of Buxton Town Centre, approximately twenty miles from the cities of Sheffield and Stoke-on-Trent and thirty miles from Derby.

Accommodation:
Ground Floor

Entrance Hall, Sitting Room, Lounge/Dining Room/Kitchen, Rear Entrance Hall, Cloak Room with wc and wash basin

First Floor

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

Outside:

Front: Lawned foregarden, driveway to freestanding garage, side access and garden.

Rear: Large lawned garden, yard and integral store containing oil fired boiler.

Note: In addition to the rear garden the property also includes a small parcel of land to the rear of 48 Sterndale Moor, and details of this are contained in the Land Registry title plan (DY347722) and included in the legal documents.

Planning

The property occupies a large plot extending to an area of 0.2 acres (815sq.mtrs.) and may provide potential for extension of the existing dwelling or the erection of an additional dwelling to the side garden. Prior to bidding all interested parties should discuss any proposals for the property with the local planning department at High Peak Borough Council.

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

Viewings: Via Cottons - 0121 2472233



Refer to the Legal Pack for exact boundaries.

LOT 32
A Parcel of Freehold Land (676.97 sq.mtrs).

*Guide Price: £48,000 - £56,000 (+Fees)

Land On The North Side Of Salop Street, Oldbury, West Midlands B69 3HA
Property Description:

A Parcel of freehold land roughly rectangular in shape and extending to a site area of approximately 676.97 sq.mtrs (7,286 sq.ft). The site is located adjacent to number 38 Salop Street close to the junction with Albion Street. Salop Street is located off both Albion Street and Dudley Road East.

Planning:

The land is located in a predominantly residential area and may offer potential for redevelopment however all interested parties must satisfy themselves in full with any proposals or plans they may have with Sandwell Metropolitan Borough Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

LOT 33

Croft Farm, Parrotts Grove, Coventry, West Midlands CV2 1NR



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

Property Description:

A substantial investment opportunity set in a site extending to an area of approximately 13.5 acres. The industrial estate is accessed via a newly widened road from the B4109. The industrial estate consists of 28 industrial units of varying size and heights, 12 storage containers numerous parking areas along with a communal toilet block and single detached 3 bedroom residential house. To the rear of the estate are pastures within green belt extending to approximately 6 acres and to the front of the estate is open land extending to approximately 2.25 acres. The entrance to Croft Farm is located off the B4109 that connects Aldermans Green and the North of Coventry City to the Village of Bulkington in the North of Warwickshire County. Coventry City Centre is within 5 miles of Croft Farm

Planning

Outline Planning Permission was granted by Rugby Borough Council (Ref: R17/1396) and dated the 22nd August 2017 for the demolition of existing commercial buildings/structures and the removal of storage containers and the erection of two 5,000 sq.ft industrial buildings for B2/B8 use. A copy of the details will be available to view in the legal pack and the councils website.

The Vendors Planning Consultant is in the process of submitting an application for further three 5,000 sq.ft industrial buildings for B2/B8 use on the site which has received a positive response from the local planning authorities.

The Client has had plans drawn up for the total redevelopment of the industrial site although these have not been submitted however are available to view on the legal pack.

Tenancy & Rental Information :

The estate comprises of 28 industrial units, 12 storage containers, Land along with 1 residential dwelling. All of the units are let on rolling licences and informal agreements, a schedule of tenancies will be available within the legal documents and online. The gross rental for the estate and surrounding land is currently £132,300.00 per annum which includes water rates and building insurance. Electricity rates are recharged to the tenants and business rates are also the tenant's responsibility.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Multi-let Freehold Industrial Estate, Residential House and Surrounding Land (13.5 Acres)
*Guide Price: £2,000,000 - £2,300,000 (+Fees)



LOT 34

Freehold Vacant 4 Bedroom Detached House with Investment Potential

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

Madryn House, Off Back Lane, Ashby Road, No Mans Heath, Tamworth, B79 0PB



Property Description:

A substantial modern detached family dwelling house of two storey brick construction, surmounted by a pitched interlocking tile clad roof, offered for sale in a much improved and presentable condition with contemporary decorations and floor coverings, modern kitchen and bathroom/shower room fittings, UPVC double glazed windows, gas fired central heating and off road parking.

The property provides extensive, well laid out and flexible accommodation which currently includes four bedrooms (previously five bedrooms) and three reception rooms.

The property is approached from the rear, off Back Lane, and is located in the village of No Mans Heath overlooking open countryside to the front and rear elevations.

The village is home to the popular Four Counties Restaurant and the property is conveniently within one mile of the M42 Motorway (Junction 11) and five miles to the east of Tamworth Town Centre.

Investment Potential

The property is within half a mile of the planned Employment Park Development located off Junction 11 of the M42 Motorway, which will be occupied by Jaguar Land Rover and is expected to create up to 3,000 jobs when fully occupied. It therefore offers excellent investment potential, having been previously let at a rent of £1,100 per calendar month as a family dwelling house, however, the flexible accommodation would easily enable conversion of the property to a high quality seven bedroom HMO with an estimated rental income potentially in the region of between £30,000 and £35,000 per annum (subject to HMO Licence/Building Regulation approval).

Accommodation

Ground Floor

Reception Hall, through Lounge, Sitting Room, Breakfast Kitchen with extensive range of modern laminate units and breakfast bar, opening to Dining Room, Side Entrance Hall, Cloakroom with wc and wash basin.

First Floor

Stairs and Landing, Bedroom One (Large Double, previously divided into two Bedrooms and currently being redecorated), Bedroom Two (Double), Bedroom Three (Double), Bedroom Four (Double), Bathroom with panel bath and wash basin, Shower Room with grey shower enclosure and wash basin, Cloakroom with wc and wash basin.

Outside:

Front: Foregarden with pedestrian side access.

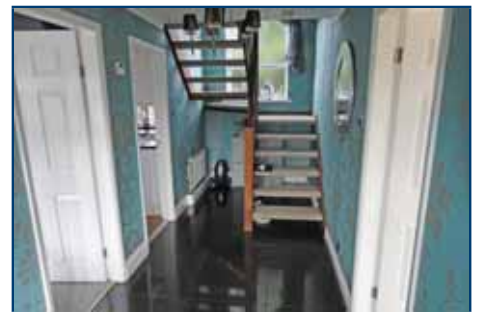
Rear: Approached from Back Lane with vehicular access to gravel driveway, freestanding garage, block paved patio and well maintained lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 35

Leasehold Vacant Ground Floor Maisonette

*Guide Price: £60,000 - PLUS (+Fees)

50 Cheviot, Wilnecote, Tamworth, Staffordshire B77 4JR

Property Description:

A purpose built ground floor maisonette forming part of a two-storey development, set back behind a lawned foregarden and tarmacaded driveway, providing off-road parking and benefitting from UPVC double glazed windows, gas-fired central heating and is offered for sale in a presentable well-maintained condition, including modern kitchen and shower room fittings. Cheviot forms part of a modern residential estate, located off Chiltern Road which, in turn, leads off Tamworth Road (B5000) providing direct access to Tamworth Town Centre, being within approximately two miles to the west and Polesworth Village being within one mile to the east. The M42 Motorway (Junction 10) is within approximately one and a half miles.

Accommodation

Ground Floor

Entrance Hall, Lounge, Inner Hallway, Kitchen with range of modern fittings, Double Bedroom, Shower Room with glazed shower enclosure, vanity wash basin and wc.

Outside:

Front: Lawned foregarden and off-road car parking.

Rear: Timber decked patio and lawned garden.

Leasehold Information:

Lease Term: 99 years from 25 March 1982.

Ground Rent: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 36

Freehold Investment (Three Bed Mid-Terrace Property)

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

88 Frances Road, Cotteridge, Birmingham, West Midlands B30 3DU

Property Description:

A mid-terraced property of brick construction, surmounted by a tiled roof, set back from the road behind a walled foregarden.

The property benefits from UPVC double-glazing and gas-fired central heating with a new boiler being installed within the last 3 years.

Frances Road is a cul-de-sac located off the Pershore Road (A441) and the property is approximately within a quarter of a miles distance from the main shopping area in Cotteridge which contains a range of shops and amenities.

The property is currently let on an Assured Shorthold Tenancy Agreement, producing a rental of £550 per calendar month (£6,600 per annum). The tenant has been in occupation for in excess of 12 years, the current owner has served a Section 21 Notice under the Housing Act 1988 and the tenant is due to vacate on 7th December 2019. Please note there are no rent arrears.

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen inner lobby and Bathroom, having panelled bath with shower over, wash basin and wc.

First Floor

Bedroom 1, Bedroom 2 (Intercommunicating with) Bedroom 3

Outside:

Front: Walled foregarden.

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 37
Freehold Vacant Social Club (Site Area 0.34 Acres)

*Guide Price: £525,000 - £575,000 (+Fees)

Haymills Social Club 1191 Coventry Road, Yardley, Birmingham, West Midlands, B25 8DF

Property Description:

A substantial social club known as the Haymills Social Club consisting of a single storey building of brick construction accessed from a car park leading off the Coventry Road. The property provides extensive and well laid out accommodation with a reception area having card entry system, a large function room and a bar area with a generous customer car park to the front of the building

Planning

The site may offer future development potential or be suitable for a range of alternative uses and all interested parties should discuss any proposals they may have with Birmingham City Council Planning Department prior to bidding

Accommodation

Front Entrance Lobby with card entry system, Hallway, Ladies Toilets, Gents Toilets, Disabled Toilets, Lounge/Bar Area, Function Room with Stage and Bar, Store Room, Barrel Pump Room, Store Room

Outside

Front: Car park running along the front of the building

Side: Beer garden servicing the main bar area

Rear: Garden servicing the private function room and main bar

Total Site Area

0.34 Acres (1375.93 mtrs.sq)

Viewings: Via Cottons - 0121 247 2233

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



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



LOT 38

Leasehold Vacant Transport Yard with Workshop (Circa 0.55 Acres) *Guide Price: £30,000 PLUS (+Fees)

By Instruction of the Liquidators

H & J Transport, Blakeley Hall Road, Oldbury, West Midlands, B69 4ET



Property Description:

An opportunity to purchase a relatively scarce and useful yard including workshop and office premises previously occupied by H & J Transport and capable of housing a number of heavy goods vehicles. The site is roughly rectangular in shape, extending to an area of 0.55 acres and the yard is predominantly gravelled/hard surfaced, secured by steel vehicular access gates and includes external car parking area/yard area.

The property is situated at the end of Blakeley Hall Road, being a cul-de-sac, which leads off Birmingham Road (A457) and is conveniently within approximately one and a half miles from the M5 Motorway (Junction 2), providing access to The Midlands Motorway Network.

Planning:

The property is duly established as a transport yard and may be suitable for a variety of alternate uses. All interested parties should contact the Local Planning Department at Sandwell Council to discuss any proposals.

Accommodation:

Office Accommodation:

Ground Floor

Entrance Hall, 2x Toilets, Lobby, Office 1: 6.04 sq m (65 sq ft), Office 2: 5.26 sq m (56 sq ft), Wash Room/Kitchenette: 4.73 sq m (50 sq ft).

First Floor

Stairs and Landing to Boardroom/Office 3: 14.46 sq m (155 sq ft) with Store, Toilet.

Workshop Unit:

Ground Floor

Workshop: 147.45 sq m (1,587 sq ft) with inspection pit, oil fired warm air heater and tank and large vehicular access doors, Lean-to Storage: 32.92 sq m (354 sq ft).

Outside:

External tarmacadamed car parking and gravelled yard/car parking area. Gated access to Secure Yard.

Total Site Area: 0.55 acres

Leasehold Information:

The property will be sold as one Lot, however is held on two separate Leasehold Titles:

Title No. WM893612

Term: 99 years from 24th June 1991.

Ground Rent: £2,062.50 per quarter (£8,250 per annum), subject to review.

Title No. WM904572

Term: 99 years from 24th June 1991.

Ground Rent: £1,000 per quarter (£4,000 per annum), subject to review.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

**Lambert
Smith
Hampton**



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

LOT 39

Freehold Garage Yard Investment

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

Garage Yard To East of, 56 Moorfield Drive, Sutton Coldfield, West Midlands B73 5LQ

Property Description:

An irregular shaped freehold garage yard containing a total of 8 lock up garages located adjacent to a development of maisonettes in a small cul-de-sac off Moorfield Drive.

The garage yard forms part of a well regarded residential area and Moorfield Drive leads directly off Boldmere Road which in turn leads off Chester Road (A452).

Rental Income

All eight garages are currently let at a rental of £90 per quarter (£360 per annum) each.

Total Rental Income: £2,880 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only



Refer to Legal Pack for site boundaries.



LOT 40

Freehold Lock Up Garage Investment

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

Garage Yard To West of, 64 Moorfield Drive, Sutton Coldfield, West Midlands B73 5LQ

Property Description:

An linear row of 8 lock up garages located adjacent to a development of maisonettes in a small cul-de-sac off Moorfield Drive.

The garage yard forms part of a well regarded residential area and Moorfield Drive leads directly off Boldmere Road which in turn leads off Chester Road (A452)

Rental Income

All eight garages are currently let at a rental of £90 per quarter (£360 per annum) each.

Total Rental Income: £2,880 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only



Refer to Legal Pack for site boundaries.



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LOT 41

Freehold Vacant Mid-Terraced House with Three Bedrooms

*Guide Price: £90,000 - £95,000 (+Fees)

92 Knights Road, Tyseley, Birmingham, West Midlands B11 3QB

Property Description:

An attractive mid-terraced house of two-storey brick construction, surmounted by a pitched replacement tile clad roof, set back from the road behind a walled foregarden and benefitting from double glazed windows and three bedrooms.

The property forms part of an established residential area interspersed in a range of commercial premises and is situated on Knights Road opposite the junction with Sunningdale Road, which leads directly off Warwick Road (A41).

The property is conveniently located with access to Tyseley Railway Station being within a quarter of a mile offering direct train services to Birmingham Moor Street,

Birmingham Snow Hill and surrounding Midlands towns.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Kitchen and Bathroom with wc.

First Floor

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

Outside:

Front: Well maintained walled foregarden.

Rear: Predominantly lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 42
LATE ENTRY - Freehold Vacant Extended Semi Detached House

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

LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY
45 Lower White Road, Quinton, Birmingham, West Midlands, B32 2RT

Property Description:

An extended traditional semi detached house of part rendered brick construction surmounted by a hipped tile clad roof, providing well laid out accommodation, benefiting from extended kitchen and lounge, two double bedrooms, UPVC double glazed windows/external doors, gas fired central heating, off road car parking and rear garage.

Lower White Road forms part of a popular residential area and leads via Worlds End Lane and Clive Road off Hagley Road West (A454). Birmingham city centre is situated within approximately four miles to the east.

Accommodation:
Ground Floor

Porch Entrance, Reception Hall, Extended Through Lounge/Dining Room, Extended Breakfast Kitchen.

First Floor

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

Bathroom having pannelled bath with electric shower over, pedestal wash basin and wc

Outside:

Front: Tarmac forecourt providing off road parking

Rear: Pedestrian side access, paved patio, lawned garden, paved yard and freestanding garage accessed from a rear right of way.

Viewings:

Block Viewings will held as follows:

Friday 11th October at 12:30 until 13:00

Tuesday 15th October at 12:30 until 13:00

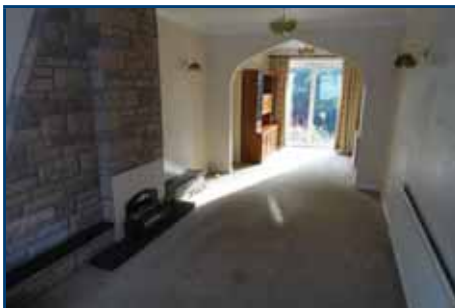
Thursday 17th October at 12:30 until 13:00

Saturday 19th October at 12:30 until 13:00

Monday 21st October at 12:30 until 13:00

Legal Documents:

Available at www.cottons.co.uk



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Energy Performance Certificate

The EPC for this property was commissioned on

7th October 2019

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

LOT 2

Energy Performance Certificate

The EPC for this property was commissioned on

7th October 2019

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

LOT 17



LOT 24



LOT 26



LOT 27



LOT 33



LOT 33



LOT 33



LOT 33



LOT 33



LOT 33



LOT 33



LOT 33



LOT 33



LOT 33



LOT 33



LOT 33



LOT 33



LOT 33



LOT 33



LOT 33



LOT 33

Energy Performance Certificate

The EPC for this property was commissioned on

27th September 2019

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

LOT 37

Energy Performance Certificate

The EPC for this property was commissioned on

7th October 2019

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

LOT 38

PROXY BID FORM / TELEPHONE BID FORM

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue) and Terms and Conditions of Proxy/Telephone Bids below.

Complete, sign and return the attached form along with the deposit payment for 10% of your highest proxy bid or 10% of the higher guide price for a telephone bid, (minimum of £2,000). We require deposits to be held in cleared funds 24 hours before the auction. Please contact us to arrange for

payment details and also for information relating to the contract and legal packs for your required lots, as you will be required to sign a copy of the contract 24 hours prior to the auction.

Upon receipt of your instruction to set up either a Telephone or a Proxy Bid you will be sent a copy of the relevant contract and the Auctioneers administration fee documentation to be signed.

TYPE OF BID

☐ TELEPHONE ☐ PROXY
 (please one tick) (please one tick)

BIDDER INFORMATION

| | |
|---|----------------------|
| Name | <input type="text"/> |
| Address | <input type="text"/> |
| Contact Number | <input type="text"/> |
| Contact Number for telephone bid on Auction Day | <input type="text"/> |

SOLICITOR INFORMATION

| | |
|------------------|----------------------|
| Name | <input type="text"/> |
| Address | <input type="text"/> |
| Telephone Number | <input type="text"/> |
| Contact | <input type="text"/> |

Please provide confirmation of the bank details where your payment should be refunded to in the event that your bid is unsuccessful. Due to anti-money laundering regulations, we can only refund to the account from where the funds were received, and we may need to request further information from you for verification purposes before processing a refund.

Name of Account Holder Account No. Sort Code

BIDDER INFORMATION

| | |
|-------------------------|----------------------|
| LOT | <input type="text"/> |
| Address | <input type="text"/> |
| Maximum Bid (proxy bid) | <input type="text"/> |
| Maximum Bid (words) | <input type="text"/> |

DEPOSIT

| | |
|--|----------------------|
| Deposit | <input type="text"/> |
| (10% of max bid for proxy bid or 10% of top guide price for telephone bid) | |
| Deposit (words) | <input type="text"/> |
| I confirm that I have read all Terms & Conditions. | |
| Signed | <input type="text"/> |
| Date | <input type="text"/> |

TERMS & CONDITIONS

The form is to be completed in full, signed and returned to Cottons Chartered Surveyors, Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL. Tel: 0121 247 2233, no later than 24 hours prior to the Auction date.

The bidder shall be deemed to have read all Conditions Of Sale (inside cover of catalogue) and Terms & Conditions of Proxy/Telephone Bids and undertaken an necessary professional and legal advice relating to the relevant lot.

It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone No, above.

The bidder shall be deemed to have made any enquiries and have knowledge of any amendments of the lot prior to and from the Rostrum on the day of the auction.

The Proxy/Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion.

The auctioneer will not bid on proxy bids beyond the maximum authorised bid. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction.

The Maximum bid price on proxy bids must be an exact figure.

Telephone bids - Cottons will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non-connection or break down of the telephone link, Cottons accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.






Cottons make no charge for the Proxy/Telephone bid service and reserve the right not to bid on behalf of any telephone/proxy bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made.

Deposit for lots, which do not have a guide price should be negotiated with the auctioneer. Please contact 0121 247 2233.

If bid is successful, deposit cheque and details will be given to the relevant solicitor and you will be contacted as soon as possible after the lot has been auctioned.

If bid is unsuccessful your deposit will be returned to you as soon as possible after the auction, via BACS payment to the account details provided above or if not completed by cheque to the bidder information above.

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www.pi-propertyinsurance.co.uk

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

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In association with

Cottons
CHARTERED SURVEYORS

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 disappplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

(a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

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

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

(a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and

(b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.

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
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