

10TH DECEMBER 2019

Cottons

CHARTERED SURVEYORS

AUCTION

TUESDAY 10TH DECEMBER 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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 49 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.
- 6 Land Lane, Marston Green, Solihull, B37 – Offices with Consent for Redevelopment for 2 x Apartments and Detached House.
- 297 – 299 Rotton Park Road, Edgbaston, B16 – Planning Consent for 10 Bedroom HMO.
- Stanford House, 23 – 29 Market Street, Stourbridge, DY8 – Modern Town Centre Freehold Investment Opportunity comp: 3 x Retail Shops and 2 x Office Suites.
- Industrial Premises North Side of Peartree Lane, Dudley, DY2 – 14,447 sq. ft Food Processing Factory.
- 67 Vernon Road, Edgbaston, Birmingham, B16 – Freehold Vacant 5 Bedroom Detached House on Large Plot.
- Four Apartments in Albany Road, Earlsdon, Coventry on behalf of a major PLC Developer.

By instruction of a variety of Vendors including, Solicitors, LPA Receivers, Major PLC Developer, Executors, Joint Property Agents, Companies and Private Clients.

1	71 CORNWALL ROAD, HANDSWORTH WOOD, B20 2HY	Freehold Residential Inv.
2	9 STUD LANE, STETCHFORD, BIRMINGHAM, B33 9EY	Freehold Vacant House
3	30 COMMONSIDE, BROWNHILLS, WALSALL, WS8 7AY	Freehold Vacant House
4	11D CALTHORPE MANSIONS, EDGBASTON, B15 1QS	Leasehold Vacant Apartment
5	344 SHELDON HEATH ROAD, SHELDON, B26 2RY	Freehold Vacant House
6	45 LOWER WHITE ROAD, QUINTON, B32 2RT	Freehold Vacant House
7	36 BELLEVUE ROAD, SHELDON, B26 2PY	Freehold Vacant Bungalow
8	164 WOBASTON COURT, WOLVERHAMPTON, WV10 6ER	Leasehold Vacant Flat
9	35 WINDSOR ROAD, STIRCHLEY, B30 3DB	Freehold Vacant House
10	6 LAND LANE, MARSTON GREEN, B37 7DE	Freehold Development/Offices
11	OFFICE/YARD, FLETCHER ST, STOURBRIDGE, DY9 8TH	Freehold Vacant Commercial
12	JACMAR, FLETCHER ST, STOURBRIDGE, DY9 8TH	Freehold Residential Inv.
13	29 POPLAR TERRACE, COUNTY DURHAM, DL17 9EL	Freehold Residential Inv.
14	229 WHARF LANE, SOLIHULL, WEST MIDLANDS B91 2RZ	Leasehold Residential Inv.
15	MADRYN HOUSE, NO MANS HEATH, TAMWORTH, B79 0PB	Freehold Vacant House
16	APT 17, THE BOXWORKS, JEWELLERY QUARTER, B1 3EG	Leasehold Residential Inv.
17	APT 18, THE BOXWORKS, JEWELLERY QUARTER, B1 3EG	Leasehold Residential Inv.
18	APT 19, THE BOXWORKS, JEWELLERY QUARTER, B1 3EG	Leasehold Residential Inv.
19	50 THETFORD ROAD, GREAT BARR, B42 2HY	Leasehold Vacant House
20	FGR 50 THETFORD ROAD, GREAT BARR, B42 2HY	Freehold Ground Rent
21	FGRS 1,5,8,17 & 21 CRADLEY PARK RD, DUDLEY, DY2 9SR	Freehold Ground Rents
22	FGRS 30,32,42,45 & 46 CRADLEY PARK RD, DUDLEY, DY2 9SR	Freehold Ground Rents
23	FGRS 49,50,54,56 & 61 CRADLEY PARK RD, DUDLEY, DY2 9SR	Freehold Ground Rents
24	FGR 82 FAIR ISLE DRIVE, NUNEATON, CV10 7LJ	Freehold Ground Rent
25	FGR 84 FAIR ISLE DRIVE, NUNEATON, CV10 7LJ	Freehold Ground Rent
26	FGR 94 FAIR ISLE DRIVE, NUNEATON, CV10 7LJ	Freehold Ground Rent
27	297 - 299 ROTTEN PARK RD, EDGBASTON, B16 0LN	Freehold Vacant HMO Consent
28	44 ELMDON ROAD, ACOCKS GREEN, B27 6LH	Freehold Vacant Flat Conversion
29	423-425 HAGLEY ROAD, BIRMINGHAM, B17 8BL	Freehold Development Land
30	LAND ON REDDAL HILL ROAD, CRADLEY HEATH, B64 5JG	Freehold Land
31	PLOT 8, LINTHURST ROAD, BROMSGROVE, B60 1QH	Freehold Land
32	PLOT 9, LINTHURST ROAD, BROMSGROVE, B60 1QH	Freehold Land
33	PLOT 10, LINTHURST ROAD, BROMSGROVE, B60 1QH	Freehold Land
34	23-29 MARKET STREET, STOURBRIDGE, DY8 1AB	Freehold Commercial Inv.
35	INDUSTRIAL PREMISES, PEARTREE LANE, DUDLEY, DY2 0XD	Freehold Vacant Industrial
36	50 ALLEYNE ROAD, ERDINGTON, B24 8EL	Freehold Residential Inv.
37	163A ALBANY ROAD, EARLSDON, COVENTRY, CV5 6NE	Leasehold Vacant Flat
38	165A ALBANY ROAD, EARLSDON, COVENTRY, CV5 6NE	Leasehold Vacant Flat
39	167B ALBANY ROAD, EARLSDON, COVENTRY, CV5 6NE	Leasehold Vacant Flat
40	191B ALBANY ROAD, EARLSDON, COVENTRY, CV5 6NE	Leasehold Residential Inv.
41	LAND BTN 4 & 12 SEYMOUR RD, STOURBRIDGE, DY9 8TB	Freehold Development Land
42	1698 BRISTOL ROAD SOUTH, REDNAL, B45 9TZ	Freehold Takeaway Inv.
43	380 WALSALL ROAD, PERRY BARR, B42 2LX	Freehold Vacant Takeaway
44	LAND REAR OF 41-49 DEAKIN RD, ERDINGTON, B24 9AL	Freehold Development Land
45	15 JACEY ROAD, EDGBASTON, B16 0LL	Freehold Residential Inv.
46	PLOTS 1, 2 & 3 THE CRESCENT, RUGBY, CV23 9EW	Freehold Land
47	87 HOLDER ROAD, HAY MILLS, YARDLEY, B25 8AP	Freehold Vacant House
48	2 WALSINGHAM STREET, WALSALL, WS1 2JY	Freehold Vacant House
49	67 VERNON ROAD, EDGBASTON, B16 9SQ	Freehold Vacant 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, Charlotte Young.

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

Merry Christmas & Happy New Year



We look forward to seeing you in 2020 on the following dates

Wednesday 19th February

Wednesday 1st April

Wednesday 20th May

Wednesday 8th July

Wednesday 16th September

Wednesday 28th October

Wednesday 9th December

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

AUCTION ADMINISTRATION FEE

All buyers will be required to pay an Auction Administration Fee of £950 (Inclusive of VAT) payable on each Lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, in which case the fee will be £250 (Inclusive of VAT).

ADDITIONAL FEES / COSTS / CHARGES

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

It is assumed all bidders have inspected the Legal Packs available on our website and in the Auction Room prior to bidding and are fully aware of all terms and conditions including any Fees / Costs / Charges for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with, once they have successfully purchased the property.

LOT 1

Freehold Residential Investment Property

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

71 Cornwall Road, Handsworth Wood, Birmingham, West Midlands B20 2HY

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 part UPVC double glazing. Cornwall Road is located off both Somerset Road and College Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £440 pcm (£5,280 per annum)

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby, WC and store room.

First Floor:

2 Bedrooms and Bathroom having panel bath, wash basin and WC.

Outside:

Front: Walled foregarden

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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CHARTERED SURVEYORS

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

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

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

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

LOT 2
Freehold Vacant Three Bedroom End Terraced House

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

9 Stud Lane, Stechford, Birmingham, West Midlands B33 9EY
Property Description:

An end terraced property of brick construction surmounted by a tiled clad roof set back from the road behind a lawned foregarden. The property benefits from UPVC double glazing, gas fired central heating and modern kitchen fitments.

This property provides well laid out accommodation with two double bedrooms, a third bedroom and a large rear garden. Stud Lane is located off Flaxley Road and in turn is located approximately 1 mile away from Stechford Retail Park.

Accommodation:
Ground Floor

Hall, Lounge, Kitchen, Bathroom having bath, toilet, wash basin and shower

First Floor

Stairs and Landing, Bedroom 1 (Double), Bedroom 2 (Double), Bedroom 3 (Single)

Outside:

Front: Lawned Garden

Rear: Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

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

Auction deposits may be paid by the following methods

Card Payments

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

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

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CHARTERED SURVEYORS

LOT 3

Freehold Vacant End Terraced Three Bedroom House

*Guide Price: £90,000 - PLUS (+Fees)

30 Commonside, Brownhills, Walsall, West Midlands WS8 7AY

Property Description:

A traditionally constructed end terraced house of two storey brick construction, surmounted by a pitched tiled roof. The property benefits from central heating and UPVC double glazing but is in need of some modernisation and improvement. Commonside links Lindon Road with Friezland Lane, both of which are approached from Chester Road (A452), and is situated between Shire Oak and Brownhills Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Two Reception Rooms with folding doors allowing a 'through lounge' option, Kitchen and Conservatory.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Shower Room with wc.

Outside:

Front: Lawned foregarden with driveway providing parking.

Rear: Good size lawned garden with brick paved patio, brick store and timber garden shed.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

NRT
PROPERTY CONSULTANTS



LOT 4

Leasehold Vacant Two Bedroomed Mansion Apartment

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

11D Calthorpe Mansions, Calthorpe Road, Edgbaston, Birmingham, West Midlands B15 1QS

Property Description:

A two bedroom basement flat located in a purpose built block of brick construction surmounted by a tiled roof and set back behind communal gardens. The property has been partially refurbished to include re-plastering works, electrical rewire, and newly fitted shower room. The kitchen units and appliances have been brought but only partially fitted. The property further benefits from having two allocated parking spaces. Calthorpe Mansions is a highly desirable development within the Calthorpe Estate located on Frederick Road, Old Calthorpe Road and Islington Row Middleway right on the borders of Birmingham City Centre.

Accommodation:

Ground Floor:

Communal Entrance Hall, Stairs down to

Basement Flat: - having Hallway, Lounge, Kitchen, 2 Bedrooms, Bathroom

Outside:

Communal Gardens and 2 allocated parking spaces

Leasehold Information:

Term: 99 years (less 3 days) from 25th March 1931

Rent: Refer to legal pack

Service Charge: Refer to legal pack

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

Viewings: - Via Cottons - 0121 247 2233



LOT 5
Freehold Vacant Three Bedroom Town House

*Guide Price: £95,000 - £105,000 (+Fees)

344 Sheldon Heath Road, Sheldon, Birmingham, West Midlands B26 2RY
Property Description:

A mid terraced town house providing well laid out accommodation benefitting from three generous bedrooms, double glazed windows, gas fired warm air heating, communal parking and set back behind a lawned foregarden.

The property forms part of an established residential area and is situated in a cul-de-sac which leads off the main Sheldon Heath Road and is within one mile from Coventry Road (A45) containing a range of shops and amenities and providing direct access to Birmingham City Centre and The M42 Motorway (J. 6), NEC and Birmingham Airport

Accommodation:
Ground Floor

Porch, Reception Hall, Cloakroom with wc and wash basin, Dining Kitchen, Lounge.

First Floor

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

Outside:

Front: Lawned foregarden.

Rear: Yard, integral store/workshop and lawned garden with rear pedestrian access.

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 6

Freehold Vacant Extended Semi Detached House

*Guide Price: £118,000 - £128,000 (+Fees)

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 panelled 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.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 7
Freehold Vacant Semi Detached Three Bedroom Bungalow

*Guide Price: £155,000 - £170,000 (+Fees)

36 Bellevue Road, Sheldon, Birmingham, West Midlands B26 2PY
Property Description:

A modern semi detached bungalow of cavity brick construction surmounted by a pitched tile clad roof, set back behind a paved forecourt, providing off-road car parking and providing well laid out accommodation which includes three bedrooms.

The property benefits from UPVC double glazed windows, gas fired central heating and generous rear garden but requires modernisation and cosmetic improvement.

Bellevue Road forms part of an established residential area and leads directly off Brays Road which, in turn leads off Coventry Road (A45) and provides convenient access to a wide range of retail and leisure amenities and provides ease of commuting to Birmingham City Centre, the M42 (Junction 6), the NEC and Birmingham Airport.

Accommodation:
Ground Floor

UPVC double glazed Porch, Reception Hall, Bedroom One (Small Double), Bedroom Two (Double), Bedroom Three (Double), Separate wc, Bathroom with panel bath having electric shower over, pedestal wash basin, Breakfast Kitchen, Lounge/Dining Room.

Outside:


Front: Paved forecourt providing off-road car parking for two cars, pedestrian side access with three integral stores.

Rear: Paved patio and 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 advise.

Service Provided By The Essential Information Group Ltd
www.eigroup.co.uk 0870 112 30 40

LOT 8

Leasehold Vacant Two Bedroom Flat

*Guide Price: £45,000 - £55,000 (+Fees)

164 Wobaston Court, Chetton Green, Wolverhampton, West Midlands WV10 6ER

Property Description:

A well laid out two bedroom flat located on the sixth floor of a purpose-built block, situated in an established residential area. The property benefits from having electric storage heating and secondary glazing, a security door entry system, lift access, stair lifts and communal parking. The flat development is located off Harrowby Road which in turn is off Winchester Road. The property is approximately 3 miles distance from Wolverhampton City Centre.

Accommodation:

Ground Floor

Secure Communal Entrance with lift and stair access to sixth floor.

Sixth Floor

Communal Landing, Reception Hall, Store Cupboard, Lounge, Kitchen, Bedroom 1 (Double), Bedroom 2 (Double) and Bathroom having panelled bath with electric shower over, wash basin and WC

Outside:

Communal Gardens and Parking

Leasehold Information:

Term: 125 Years from 25th June 1990

Ground Rent Refer to Legal Pack

Service Charge Refer to Legal Pack.

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

Viewings: Via Cottons - 0121 247 2233



LOT 9

Freehold Vacant Three Bedroom House

*Guide Price: £118,000 - £128,000 (+Fees)

35 Windsor Road, Stirchley, Birmingham, West Midlands B30 3DB

Property Description:

An extended end terraced property of brick construction surmounted by a tiled roof set back from the road behind a fenced foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Windsor Road is located off both Beilby Road and Fordhouse Lane the latter being located off Pershore Road and the property is within approximately a quarter of a miles distance from the main shops and amenities located in Cotteridge

Accommodation:

Ground Floor:

Entrance Porch, Through Lounge, Kitchen, Inner Lobby, Bathroom having panelled bath with electric shower over, wash basin and WC, Stairs

First Floor:

3 Bedrooms

Outside:

Front: Fenced foregarden

Rear: Lawned Garden

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

Viewings– Via Cottons – 0121 247 2233



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LOT 10

Planning Consent for Conversion to 2 x Apartments and New Build Detached House at: 6 Land Lane, Marston Green, Solihull, West Midlands B37 7DE



Property Description:

A residential development opportunity for conversion of an existing office premises to form two residential apartments along with a new build two bedroom detached dwelling house located to the adjacent land. The existing property comprises of a detached corner premises prominently located at the junction of Land Lane and Elmdon Lane, situated in the popular commuter village of Marston Green and originally comprised of a village shop and post office.

The property is of solid brick construction surmounted by a multi pitched tile clad roof and benefits from part UPVC double glazed windows and is currently two storey however appears to contain second floor accommodation which has been sealed off whilst the property was used as offices.

The property occupies a plot roughly rectangular in shape, extending to an area of approximately 0.13 acres including a large lawned garden directly fronting Land Lane. Marston Green Village Centre is within a short distance and provides access to a wide range of local shops and amenities including infant and junior schools along with Marston Green Railway Station which provides direct access to Birmingham Airport, The NEC and the cities of Birmingham and Coventry. The M42 Motorway (junction 6) is within approximately three miles distance and provides access to the Midlands Motorway Network.

Planning

Full planning consent was granted by Solihull Metropolitan Borough Council (ref: PL/2019/02325/PPFL) and dated 1st November 2019 for conversion of 6 Land Lane from office use to two apartments and a new build detached dwelling.

The plans approved detail the following Proposed Accommodation:

Conversion of 6 Land Lane Ground Floor

Apartment One: 72sq.mtrs. (775sq.ft.) comprising Entrance Hall with store, Lounge/Dining Room opening to Kitchen, Bedroom One (double) with En-suite Shower Room with wash basin and wc, Bedroom Two (double), Bathroom with bath, wash basin and wc.

First Floor

Apartment Two: 110sq.mtrs. (1,184sq.ft.) comprising Entrance Hall, Stairs and Landing, Lounge/Dining Room opening to Kitchen, Bedroom One (double) with En-suite Shower Room with wash basin and wc, Bedroom Two (double), Bathroom with bath, wash basin and wc

Second Floor

Stairs and Landing with store, Bedroom Three with En-suite Shower Room with wash basin and wc and Attic Room with potential for bedroom four/study.

New Detached Dwelling

Ground Floor

Reception Hall, Cloak Room with wc and wash basin, Kitchen, Lounge/Dining Room

First Floor

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

Outside:

Each property will benefit from gardens with off road parking

Existing Office Accommodation Ground Floor

Porch, Reception Hall, Four Offices, Store with Kitchenette and Server Room (formerly garage).

First Floor

Stairs and Landing, Four Offices, Cloak Room with toilet and wash basin

Second Floor

Sealed off and not inspected

Outside:

Front: Driveway with parking space leading off Elmdon Lane providing access to former garage
Rear/Side: Lawned garden with direct frontage to Land Lane

Net Internal Areas

Ground Floor: 91.89sq.mtrs (989sq.ft)
First Floor: 50.2sq.mtrs (540sq.ft)
Second Floor: Not Inspected
Total Site Area: 0.13 acres (526sq.mtrs)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



Freehold Vacant Offices - Residential Re-Development Opportunity
*Guide Price: £290,000 - £320,000 (+Fees)



ARCHITECTS IMPRESSION OF COMPLETED DEVELOPMENT



ARCHITECTS IMPRESSION OF COMPLETED DEVELOPMENT



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



LOT 11

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: £85,000 - £89,000 (+Fees)

LOT 12

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 13
Freehold Investment (3 Bed House Producing £4,500 per annum)

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

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

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

First Floor

3 Bedrooms

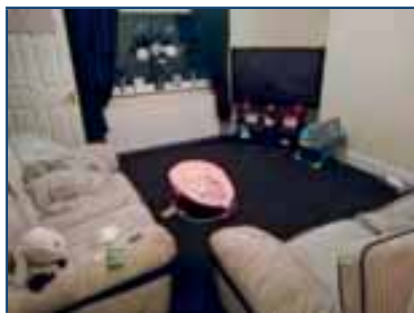
Outside:
Front Foregarden

Rear Garden

Legal Documents: Available at www.cottons.co.uk
Viewings: Via Cottons – 0121 247 2233

Accommodation:
Ground Floor

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


LOT 14
Leasehold Investment Two Bedroom Apartment

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

229 Wharf Lane, Solihull, West Midlands B91 2RZ
Property Description:

A purpose built second floor apartment forming part of a two storey block of flats providing well laid out accommodation benefitting from UPVC double glazing and gas fired central heating.

Tenancy Information

The apartment is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £650 pcm (£7,800 per annum). The tenant has indicated they may wish to serve notice and leave at the end of January.

Accommodation:
Ground Floor

Secure Door Entry System

Second Floor

Hallway, Lounge, Kitchen, Bedroom 1 (Double) with en-suite, Bedroom 2 (Double) and Family Bathroom

Leasehold Information
Term 99 years from 25 December 2006

Rent Refer to Legal Pack

Service Charge Refer to Legal Pack

Outside:

Allocated parking space

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

Via Cottons - 0121 247 2233



LOT 15

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.

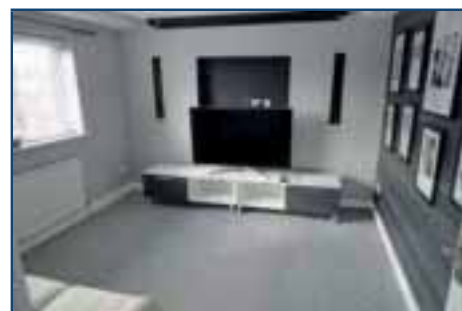
Rear: Approached from Back Lane with vehicular access to gravel driveway, freestanding garage, block paved patio and well maintained lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 16

Leasehold Investment, Two Bedroom Apartment (Rental £10,500 pa)

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

By Instruction of the LPA Recievers

Apartment 17 Boxworks, 35 Tenby Street North, Birmingham, West Midlands B1 3EG

Property Description:

A modern two bedroom apartment located within the development known as The Boxworks. The apartment benefits from having double glazing and electric heating. Tenby Street North is located in the heart of Birmingham's Jewellery Quarter which has undergone significant redevelopment over recent years to provide a vibrant mix of traditional jewellery retailers, workshops, modern apartments schemes and a varied range of bars and restaurants and other amenities. The development is situated on the corner of Tenby Street North and Carver Street. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £875 pcm (£10,500 per annum)

Accommodation:

Ground Floor

Secure Communal Entrance with intercom system and access to lift and stairs

Fourth Floor

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

Leasehold Information

Term: 125 years (less 4 days) from 9 October 2003

Ground Rent: Peppercorn

Service Charge: Refer to Legal Pack

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

Viewings: - Via Cottons - 0121 247 2233



LOT 17

Leasehold Investment, Two Bedroom Apartment (Rental £9,540 pa)

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

By Instruction of the LPA Recievers

Apartment 18 Boxworks, 35 Tenby Street North, Birmingham, West Midlands B1 3EG

Property Description:

A modern two bedroom apartment located within the development known as The Boxworks. The apartment benefits from having double glazing and electric heating. Tenby Street North is located in the heart of Birmingham's Jewellery Quarter which has undergone significant redevelopment over recent years to provide a vibrant mix of traditional jewellery retailers, workshops, modern apartments schemes and a varied range of bars and restaurants and other amenities. The development is situated on the corner of Tenby Street North and Carver Street. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £795 pcm (£9,540 per annum)

Accommodation:

Ground Floor:

Secure Communal Entrance with intercom system and access to lift and stairs

Fourth Floor:

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

Leasehold Information

Term: 125 years (less 4 days) from 9 October 2007

Ground Rent: Peppercorn

Service Charge: Refer to Legal Pack

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

Viewings: - Via Cottons - 0121 247 2233



LOT 18

Leasehold Investment, One Bedroom Apartment (Rental £8,340 pa)

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

By Instruction of the LPA Recievers

Apartment 19 Boxworks, 35 Tenby Street North, Birmingham, West Midlands B1 3EG

Property Description:

A modern one bedroom apartment located within the development known as The Boxworks. The flat benefits from having double glazing and electric heating. Tenby Street North is located in the heart of Birmingham's Jewellery Quarter which has undergone significant redevelopment over recent years to provide a vibrant mix of traditional jewellery retailers, workshops, modern apartments schemes and a varied range of bars and restaurants and other amenities. The development is situated on the corner of Tenby Street North and Carver Street. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £695 pcm (£8,340 per annum)

Accommodation:

Ground Floor

Secure Communal Entrance with intercom system and access to lift and stairs

Fourth Floor

Lounge, Kitchen, Double Bedroom and Shower Room having shower cubicle, wash basin and WC

Leasehold Information

Term 125 years (less 4 days) from 9 October 2003

Ground Rent Peppercorn

Service Charge Refer to Legal Pack

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

Viewings: - Via Cottons - 0121 247 2233



LOT 19

Leasehold Vacant Three Bedroom Semi- Detached House

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

50 Thetford Road, Perry Barr, Birmingham, West Midlands B42 2HY

Property Description:

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazed windows however does require some modernisation and improvement. The property further benefits from having a garage located to the rear accessed via a service road providing off road parking. Thetford Road is located off both Perry Wood Road and Turnberry Road.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Stairs

First Floor

Landing, 3 Bedrooms and Bathroom having

panelled bath, wash basin and WC

Outside:

Front Lawned foregarden

Rear Garden and garage accessed via a service road providing secure off road parking

Leasehold Information:

Term: 99 years (less 3 days) from 29th September 1935

Rent: Refer to legal pack

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

Viewings: Via Cottons - 0121 247 2233



LOT 20**Freehold Ground Rent**

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

Freehold Ground Rent (Less than 15 years Unexpired)**50 Thetford Road, Great Barr, Birmingham, West Midlands B42 2HY****Property Description:**

A Freehold Ground Rent secured upon a traditional semi-detached house of two store brick construction, set back behind a walled foregarden and forms part of an established and popular residential area, located off Perry Wood Road and Turnberry Road and approximately four miles north of Birmingham City Centre.

The property is subject to a long lease for a term of 99 years (less 3 days) from 29th September 1935, having less than 15 years unexpired and at a ground rent of £5.75 per annum.

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

Not Applicable.

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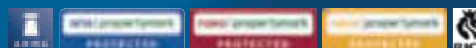
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Cavendish House, 359 - 361 Hagley Road,
 Edgbaston, Birmingham, B17 8DL

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**LOT 21****A Portfolio of Five Freehold Residential Ground Rents**

*Guide Price: £16,000 - £19,000 (+Fees)

Freehold Ground Rents, 1, 5, 8, 17 & 21 Cradley Park Road, Dudley, West Midlands DY2 9SR**Property Description:**

A portfolio of five Freehold Ground Rents secured on five modern houses located on Cradley Park Road. Nos. 1, 5, 17 and 21 comprise two storey modern terraced houses and No. 8 comprises a modern three storey mid terraced house.

Cradley Park Road is a cul de sac leading directly off Cradley Road (B4173) and forms part of a predominately residential area located approximately three miles to the south of Dudley Town Centre and one mile to the north of Cradley Heath.

Lease Information:

Each property is subject to a long lease for a term of 99 years from 25th March 1970 at the following ground rents.

No. 1 - £32 per annum

No. 5 - £25 per annum

No. 8 - £35 per annum

No. 17 - £25 per annum

No. 21 - £34 per annum

Total Ground Rent Income: £151 per annum.

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

Viewings: Not Applicable.



1 Cradley Park Road



5 Cradley Park Road



8 Cradley Park Road



17 Cradley Park Road



21 Cradley Park Road

LOT 22

A Portfolio of Five Freehold Residential Ground Rents

*Guide Price: £16,000 - £19,000 (+Fees)

Freehold Ground Rents, 30, 32, 42, 45 & 46 Cradley Park Road, Dudley, West Midlands DY2 9SR

Property Description:

A portfolio of five Freehold Ground Rents secured on modern houses located on Cradley Park Road and each comprising two storey modern terraced houses set back behind foregardens/driveways.

Cradley Park Road is a cul de sac leading directly off Cradley Road (B4173) and forms part of a predominately residential area located approximately three miles to the south of Dudley Town Centre and one mile to the north of Cradley Heath.

Lease Information:

Each property is subject to a long lease for a term of 99 years from 25th March 1970 at the following ground rents.

No. 30 - £28 per annum

No. 32 - £29 per annum

No. 42 - £25 per annum

No. 45 - £28 per annum

No. 46 - £25 per annum

Total Ground Rent Income: £135 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable.



30 Cradley Park Road



32 Cradley Park Road



42 Cradley Park Road



45 Cradley Park Road



46 Cradley Park Road

LOT 23

A Portfolio of Five Freehold Residential Ground Rents

*Guide Price: £16,000 - £19,000 (+Fees)

Freehold Ground Rents, 46, 49, 50, 54, 56 & 61 Cradley Park Road, Dudley, West Midlands DY2 9SR

Property Description:

A portfolio of five Freehold Ground Rents secured on modern houses located on Cradley Park Road and comprising two storey modern terraced houses, set behind foregardens.

Cradley Park Road is a cul de sac leading directly off Cradley Road (B4173) and forms part of a predominately residential area located approximately three miles to the south of Dudley Town Centre and one mile to the north of Cradley Heath.

Lease Information:

Each property is subject to a long lease for a term of 99 years from 25th March 1970 at the following ground rents.

No. 49 - £25 per annum

No. 50 - £28 per annum

No. 54 - £26 per annum

No. 56 - £30 per annum

No. 61 - £25 per annum

Total Ground Rent Income: £134 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable.



49 Cradley Park Road



50 Cradley Park Road



54 Cradley Park Road



56 Cradley Park Road



61 Cradley Park Road

LOT 24 Freehold Residential Ground Rent
 *Guide Price: £5,500 - £7,000 (+Fees)

**Freehold Ground Rent, 82 Fair Isle Drive,
Nuneaton, Warwickshire CV10 7LL**


Property Description:

A Freehold Ground Rent secured upon modern detached bungalow set back behind foregarden and driveway and situated approximately one mile to the west of Nuneaton Town Centre, forming part of a popular and established residential estate known as The Raywoods and located in the residential district of Stockingford.

Lease Information:

The property is subject to a long lease for a term of 99 years (less 3 days), from 24th June 1965 at an annual ground rent of £25 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

LOT 25 A Freehold Residential Ground Rent
 *Guide Price: £5,000 - £6,500 (+Fees)

**Freehold Ground Rent, 84 Fair Isle Drive,
Nuneaton, Warwickshire CV10 7LL**


Property Description:

A Freehold Ground Rent secured upon modern semi detached house set back behind foregarden and driveway and situated approximately one mile to the west of Nuneaton Town Centre, forming part of a popular and established residential estate known as The Raywoods and located in the residential district of Stockingford.

Lease Information:

The property is subject to a long lease for a term of 99 years (less 3 days), from 24th June 1965 at an annual ground rent of £25 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

LOT 26 A Freehold Residential Ground Rent
 *Guide Price: £5,000 - £6,500 (+Fees)

**Freehold Ground Rent, 94 Fair Isle Drive,
Nuneaton, Warwickshire CV10 7LL**


Property Description:

A Freehold Ground Rent secured upon modern semi detached house set back behind foregarden and driveway and situated approximately one mile to the west of Nuneaton Town Centre, forming part of a popular and established residential estate known as The Raywoods and located in the residential district of Stockingford.

Lease Information:

The property is subject to a long lease for a term of 99 years (less 3 days), from 24th June 1965 at an annual ground rent of £25 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

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LOT 27

Freehold Vacant Premises with Consent for 10 Bedroom HMO

*Guide Price: £200,000 - £220,000 (+Fees)

By Instruction of the Joint LPA Receivers

297 - 299 Rotton Park Road, Edgbaston, Birmingham, B16 0LB



Property Description:

A substantial two storey detached premises of brick construction surmounted by a pitched slate clad roof, prominently located at the junction of Rotton Park Road and Cavendish Road and previously arranged as a ground floor retail shop with residential living accommodation.

The property is currently stripped of all fixtures and fittings, requiring complete refurbishment and repair and benefits from a current planning consent for extension and alteration to form a ten bedroom house in multiple occupation (HMO).

The property forms part of an established residential area containing a range of traditional private dwelling houses and flat/HMO conversions and Rotton Park Road leads directly off City Road (4040) and Dudley Road (A457) the latter providing access to a wide range of local services and amenities.

Planning:

Planning consent was granted by Birmingham City Council dated 24th December 2018 (Ref. 2018/08927/PA) for change of use from shop (Use Class A1) and residential dwelling (Use Class C3) to 10 bedroom HMO (Use Class Sui Generis) and associated alteration and erection of two storey side extension. A copy of the Planning Consent is available from Birmingham City Council website or the Auctioneers.

The extension works appear to have commenced and all interested parties should satisfy themselves that the works comply both with the planning consent and Building Regulations.

Accommodation:

Ground Floor

Former Retail Area, Inner Hall with Cellar access (not inspected).

Middle Room, Side Hallway, Rear Room.

First Floor

Stairs and Landing to Four Rooms.

Outside:

Front: Full length walled forecourt extending along Rotton Park Road with double gates providing vehicular access, forecourt and return frontage along Cavendish Road.

Rear: Garden area containing part-built extension.

Gross Internal Area: 132 sq m (1,420 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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



LOT 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

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: £875,000 - £950,000 (+Fees)



Proposed Front Elevations



Proposed Side and Rear Elevations

LOT 30

Freehold Land with Potential
*Guide Price: £135,000 - £155,000 (+Fees)

Land on the North Side of Reddal Hill Road, Cradley Heath, West Midlands B64 5JG

Property Description:

A parcel of freehold land irregular in shape with vehicular access off Reddal Hill Road and extending to an area of approximately 0.27 acres (1097 sq.mtrs). The site is currently overgrown and contains a derelict office building that previously had mains services. The property is located on Reddal Hill Road (A4100) adjacent to Cradley Heath Community Recreation Centre and opposite a new build development on Tinsley Avenue.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

Planning

The land may have potential for development however all interested parties must satisfy themselves in full with any plans they may have with Sandwell Metropolitan Borough Council prior to bidding



Vehicular Access of Reddal Hill Road



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LOT 31

Freehold Development Land
 *Guide Price: £25,000 - PLUS (+Fees)

Plot 8 Linthurst Road, Blackwell, Bromsgrove, Worcestershire B60 1QH

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to a site area of approximately 0.16 acres (6969 sq.ft). Blackwell is located in the north east of Worcestershire close to nearby towns of Barnt Green and Bromsgrove. The site lies on the south side of Linthurst Road to the north of the village which provides local facilities with more comprehensive services either at Barnt Green to the east or within the heart of Bromsgrove which lies to the South West. The local area is well served by transport links with the M42 Motorway and the A38.

The land benefits from a right of way leading from Linthurst Road and buyers will be entitled to take up this right of way either individually or in common with other owners to install services required. The plot may provide future potential for the development of a single dwelling however all interested parties must satisfy themselves in full with any proposals or plans they may have with Bromsgrove City Council.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

LOT 32

Freehold Development Land
 *Guide Price: £25,000 - PLUS (+Fees)

Plot 9 Linthurst Road, Blackwell, Bromsgrove, Worcestershire B60 1QH

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to a site area of approximately 0.17 acres (7405 sq.ft). Blackwell is located in the north east of Worcestershire close to nearby towns of Barnt Green and Bromsgrove. The site lies on the south side of Linthurst Road to the north of the village which provides local facilities with more comprehensive services either at Barnt Green to the east or within the heart of Bromsgrove which lies to the South West. The local area is well served by transport links with the M42 Motorway and the A38.

The land benefits from a right of way leading from Linthurst Road and buyers will be entitled to take up this right of way either individually or in common with other owners to install services required. The plot may provide future potential for the development of a single dwelling however all interested parties must satisfy themselves in full with any proposals or plans they may have with Bromsgrove City Council

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

Viewings - Via Cottons – 0121 247 2233



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

LOT 33

Freehold Development Land
 *Guide Price: £25,000 - PLUS (+Fees)

Plot 10 Linthurst Road, Blackwell, Bromsgrove, Worcestershire B60 1QH

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to a site area of approximately 0.15 acres (6534 sq.ft). Blackwell is located in the north east of Worcestershire close to nearby towns of Barnt Green and Bromsgrove. The site lies on the south side of Linthurst Road to the north of the village which provides local facilities with more comprehensive services either at Barnt Green to the east or within the heart of Bromsgrove which lies to the South West. The local area is well served by transport links with the M42 Motorway and the A38.

The land benefits from a right of way leading from Linthurst Road and buyers will be entitled to take up this right of way either individually or in common with other owners to install services required. The plot may provide future potential for the development of a single dwelling however all interested parties must satisfy themselves in full with any proposals or plans they may have with Bromsgrove City Council

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

Viewings - Via Cottons – 0121 247 2233



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

LOT 34

Stanford House, 23-29 Market Street, Stourbridge, West Midlands DY8 1AB



Property Description:

A valuable freehold investment opportunity comprising of a modern two storey development constructed in 1982 and containing three ground floor retail shops, two separate first floor suites of offices approached from a communal entrance directly off Market Street with ancillary accommodation and a useful rear yard area. The property is of modern cavity brick construction with pitched tile clad roof and provides presentable and well laid accommodation benefitting from part double glazed windows. The property is located within the busy Stourbridge Town Centre, directly fronting Market Street and between the junctions of High Street and Talbot Street, virtually opposite The Crown Centre/Smithfield Market which includes a Tesco Supermarket and within 100 metres from Ryemarket Shopping Centre which includes a Waitrose Supermarket.

Tenancy Information:

Shop 25: Ground Floor Retail Shop, occupied by SCOPE Registered Charity on a lease term for 10 years from 29th September 2011 paying a rental of £12,000 per annum, subject to five yearly rent reviews/tenant break option.

Shop 27: Ground Floor Retail Shop and First Floor Showroom occupied by Hammond Hill Ltd Carpet & Flooring Specialists since 1982, currently holding over on a lease which expired on 29th September 2013, paying a discounted rental of £8,250 per annum (Lease rent - £11,000 per annum).

Shop 29: Ground Floor Retail Shop with First Floor Sales Area, occupied by a Ladieswear shop trading as Jules since 1986 and currently holding over on a lease which expired in 2005, paying a discounted rental of £9,312 per annum (Lease rent - £13,250 per annum).

Front Office Suite: Currently occupied by the Vendor on a Licence until three months from completion paying a one off licence fee of £1,000.

Rear Office Suite: Currently vacant.

Total Current Rent: £29,562 p.a.

Potential Total Rent (when fully let excluding discounts): Circa £45,000 - £50,000 p.a.

Accommodation: where not inspected we have relied on measurements contained on VOA website.

23 Market Street

Ground Floor: Communal Reception Hall with access to rear yard,

First Floor: Stairs and Landing area with Ladies and Gents Toilets,

Office Suite One (Rear) with Reception Office, Five Offices, Kitchen/Staffroom: 105.5 sq mtrs (1,135 sq ft)

Office Suite Two (front) with Reception Office, Three Offices: 66.9 sq mtrs (720 sq ft)

25 Market Street

Ground Floor Retail/Sales Area, Storeroom, Kitchen and Toilets: 161.7 sq mtrs (1,740 sq ft)

27 Market Street

Ground Floor Retail Sales Area.

First Floor Retail Showroom and Toilets: 129.12 sq mtrs (1,389 sq ft)

29 Market Street

Ground Floor Retail/Sales Area.

First Floor Sales Area with Storage: 203.21 sq mtrs (2,187 sq ft)

Outside:

Rear: Gravelled yard area containing two storage buildings erected by tenant of Shop 27 and excluded from lease.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



Town Centre Freehold Investment Opportunity - 3 Retail Shops & 2 Suites of Offices
*Guide Price: £375,000 - £425,000 (+Fees)



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



LOT 35

Freehold Vacant Industrial / Food Processing Factory (Circa: 14,447 sq ft)

*Guide Price: £380,000 - £420,000 (+Fees)

Industrial Premises on North Side of Peartree Lane, Dudley, West Midlands, DY2 0XD



Property Description:

A substantial vacant industrial premises formerly used as a Food Production Factory, providing extensive accommodation laid out to provide reception area, offices, meeting room and ancillary accommodation to the front along with three inter-connected industrial bays to the rear which are arranged for food production with insulated panelling which could be retained or removed, subject to the intended future use.

In addition, there is a self-contained unit with independent access off Peartree Lane to the west elevation which could be separated from the main building and secure yard and loading area. The industrial accommodation was completely refurbished in 2014 with new insulated panels and in 2018 a new refrigeration unit was installed, consisting of four walk-in cold room fridge/freezers. The property is situated within a well-established industrial location and Peartree Lane leads directly off Duncan Edwards Way (A461), approximately two miles south west of Dudley Town Centre and four and a half miles to the east of Stourbridge. The M5 Motorway (Junction 2) is within less than four and a half miles to the east, accessed via Duncan Edwards Way which connects to New Birmingham Road (A4123).

Accommodation:

Ground Floor

Porch, Reception Area, Reception Office, Corridor, Three Offices, Kitchen, Shower Room with wc and wash basin, Corridor with boiler, Rear Manufacturing Premises with Eleven Separate Rooms, Ladies and Gents Toilets, Loading Area and Store, Self Contained Unit.

Outside:

Forecourt Parking, Rear Storage and Loading Yard.

Gross Internal Area:

Industrial Unit: 1,163.96 sq m (12,529 sq ft)

Offices/Ancillary: 126.69 sq m (1,364 sq ft)

Self-contained Unit: 51.45 sq m (554 sq ft)

Total: 1,342.1 sq m (14,447 sq ft)

Total Site Area: 0.58 Acres (2,335 sq mtrs)

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

Viewings: Via Cottons - 0121 247 2233

Note The refrigeration units will not be included within the sale and are available by separate negotiation with the seller thereafter.

Solar Panels:

The property benefits from a Photovoltaic System producing 49.92KW installed to the industrial unit roof areas. The seller advises the panels produce an annual electricity income of circa. £6,000 and we are advised that there is in excess of 20 years unexpired on the panels and feed in tariff. Full details will be available within the legal documents.



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LOT 36

Freehold Investment (Three Bedroom House)

*Guide Price: £95,000 - £105,000 (+Fees)

50 Alleyn Road, Erdington, Birmingham, West Midlands B24 8EL

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 and gas fired central heating and is offered for sale in a presentable condition. Alleyn Road is located off both Wheelwright Road and Erdington Hall Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £525 pcm (£6,300 per annum)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby and Bathroom having

panelled bath, wash basin and WC, Stairs

First Floor

Landing, 3 Double Bedrooms

Outside:

Front Walled foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 37

Leasehold Vacant Newly Refurbished Two Bedroom Flat

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

163A Albany Road, Earlsdon, Coventry, West Midlands CV5 6NE

Property Description:

A two bedroom flat situated in a purpose built block of brick construction. The flat has been refurbished to include re-plastering works, electrical re-wire, modern kitchen and bathroom fittings and re-flooring/carpeting throughout. The property further benefits from having an allocated parking space to the rear. The property is located on Albany Road close to the junction with Broadway and the property is within walking distance to the main shops and amenities located in Earlsdon

Accommodation:

Ground Floor

Communal Entrance with secure door entry system giving access to stairs

First Floor

Entrance Hallway, Lounge with access to

balcony area, 2 Bedrooms, Kitchen, Store x 2 (one with plumbing for a washing machine) and Shower Room having shower cubicle, wash basin and WC

Outside:

Rear Allocated parking space

Leasehold Information:

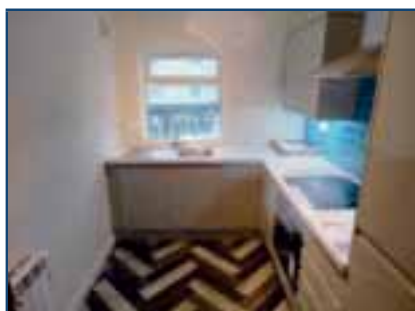
Term: 150 years from and including 1 January 2017

Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

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

Viewings: - Via Cottons - 0121 247 2233



LOT 38
Leasehold Vacant Newly Refurbished Two Bedroom Flat

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

165A Albany Road, Earlsdon, Coventry, West Midlands CV5 6NE
Property Description:

A two bedroom flat situated in a purpose built block of brick construction. The flat has been refurbished to include re-plastering works, electrical re-wire, modern kitchen and bathroom fittings and re-flooring/carpeting throughout. The property further benefits from having an allocated parking space to the rear. The property is located on Albany Road close to the junction with Broadway and the property is within walking distance to the main shops and amenities located in Earlsdon

Accommodation:
Ground Floor

Communal Entrance with secure door entry system giving access to stairs

First Floor

Entrance Hallway, Lounge, 2 Bedrooms, Kitchen with access to balcony area, Store x 2 (one with plumbing for a washing machine) and Bathroom having panelled bath with shower over, wash basin and WC

Leasehold Information:

Term: 150 years from and including 1 January 2017

Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

Outside:

Rear: Allocated parking space

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

Viewings: - Via Cottons - 0121 247 2233


LOT 39
Leasehold Vacant Newly Refurbished Two Bedroom Flat

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

167B Albany Road, Earlsdon, Coventry, West Midlands CV5 6NE
Property Description:

A two bedroom flat situated in a purpose built block of brick construction. The flat has been refurbished to include re-plastering works, electrical re-wire, modern kitchen and bathroom fittings and re-flooring/carpeting throughout. The property further benefits from having an allocated parking space to the rear. The property is located on Albany Road close to the junction with Broadway and the property is within walking distance to the main shops and amenities located in Earlsdon

Accommodation:
Ground Floor

Communal Entrance with secure door entry system giving access to stairs

Second Floor

Entrance Hallway, Lounge, 2 Bedrooms, Kitchen with access to balcony area, Store x 2 (one with plumbing for a washing machine) and Shower Room having shower cubicle, wash basin and WC

Leasehold Information

Term: 150 years from and including 1 January 2017

Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

Outside:

Rear: Allocated parking space

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

Viewings: Via Cottons - 0121 247 2233



LOT 40

Leasehold Investment (Two Bedroom Flat)

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

191B Albany Road, Earlsdon, Coventry, West Midlands CV5 6NE

Property Description:

A two bedroom flat situated in a purpose built block of brick construction. The property benefits from having UPVC double glazing, electric heating and allocated parking space to the rear. The property is located on Albany Road close to the junction with Broadway and the property is within walking distance to the main shops and amenities located in Earlsdon. The property is currently let on a Regulated Tenancy producing a rental of £78.10 per month (£937.20 per annum). Please note the rent is unregistered and has not been reviewed during the term of the sellers ownership.

Accommodation:

Ground Floor Communal Entrance with

secure door entry system giving access to stairs

Second Floor:

Entrance Hallway, Lounge, 2 Bedrooms, Kitchen and Bathroom having panel bath wash basin and WC

Outside:

Rear Communal parking area

Leasehold Information:

Term: 150 years from and including 1 January 2017

Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

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

Viewings: - Via Cottons - 0121 247 2233



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LOT 41

Freehold Land with Potential (0.19 Acres)

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

Land Between, 4 & 12 Seymour Road, Stourbridge, West Midlands DY9 8TB

Property Description:

A parcel of freehold land rectangular in shape and extending to an area of approximately 0.19 acres (787 sq.mtrs) the site is located between numbers 4 and 12 Seymour Road close to the junction with Sandpiper Close. Seymour Road can be found off Bald's Lane. The land had outline planning consent for residential development which expires on the 30th November 2019.

Planning

Outline Planning Consent was granted by Dudley Metropolitan Borough Council on the 30th of November 2016 (Ref : P16/1229 for residential development). The planning consent expires on the 30th November 2019

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

LOT 42

Freehold Chinese Takeaway Investment with Self Contained Flat

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

1698 Bristol Road South, Rednal, Birmingham, West Midlands B45 9TZ

Property Description:

A Freehold two storey end terraced investment property comprising a ground floor hot food takeaway and restaurant with a separate self contained flat to the first floor. The property is currently let to a long established Chinese takeaway business previously trading as Bamboo House which has operated from the property since 1991. The business has recently been rebranded to Kai Oriental Cuisine and refurbished to provide smart and presentable accommodation. The property is contained within a block of four retail units, located at the junction with Foxland Avenue, mid-way between Longbridge and Rubery and forms part of a linear parade of neighbourhood retail shops prominently situated on fronting Bristol Road South and serving the surrounding residential catchment area.

Tenancy Information:

The property was originally let to the current lessee on 4th July 1991. The lease was renewed on 24th March 2011 for a new 20 year term at a rent of £9,000 per annum with five yearly rent reviews (the 2016 rent review is outstanding).

Accommodation:

Ground Floor

Restaurant/Hot Food Takeaway with customer waiting area, serving counter/bar, Kitchen/food preparation area and lobby leading to Ladies and Gents Toilets.

Total Floor Area (courtesy of VOA website): 71.9 sq.m (773 sq.ft).

First Floor

Self-contained first floor flat (included in the lease) which has an external staircase and walkway accessed from the side of the property. The accommodation has not been inspected by the Auctioneers however we are informed by the tenant that it comprises:

Entrance Hall, Kitchen, Lounge, Two Bedrooms, Shower Room with w.c.

Outside:

The property includes the parking area in front of the building and grassed areas to the side and rear.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 43

Freehold Vacant Takeaway with Flat Above

*Guide Price: £190,000 - £210,000 (+Fees)

380 Walsall Road, Perry Barr, Birmingham, West Midlands B42 2LX

Property Description:

The property comprises of a ground floor shop previously used as a take away along with separately accessed one bedroom flat to the first floor. The commercial property requires refurbishment throughout.

The property is situated on Walsall Road (A34) which is a main road into Birmingham City Centre and lies approximately 1 mile from One Stop Shopping Centre and approximately 3 miles from Birmingham City Centre

Accommodation:

Ground Floor

Retail Shop – 28 sq m (301 sq ft)

Living Accommodation

Reception Hall, Store,

First Floor

Stairs and Landing, Lounge, Kitchen, Bedroom (Double), Bathroom with bath, shower, wash basin and WC

Outside:

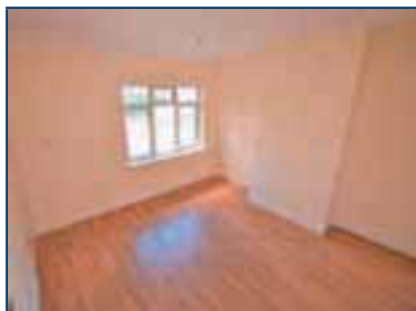
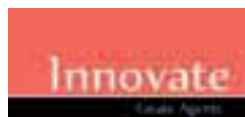
Front Vehicular Parking.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 44

Freehold Development Land (Planning for 2 Bungalows)

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

Land to the rear of, 41- 49 Deakin Road, Erdington, Birmingham, West Midlands B24 9AL

Property Description:

A parcel of freehold land rectangular in shape and extending to a site area of approximately 662 sq.mtrs (7132 sq.ft). The site is located to the rear of 41-49 Deakin Road and accessed via a service road adjacent to number 41. Deakin Road is located off both Wood End Road (A4040) and Church Road both of which can be found off Erdington High Street which offers a wide range of shops and amenities

Planning

Planning Consent was granted by Birmingham City Council (Ref: 2019/06504/PA) and dated 10th October 2019 for the erected of 2 bungalows and associated parking. A copy of the Planning Consent is available to view with the legal pack.

Proposed Accommodation

Each of the bungalows have the following accommodation:

Ground Floor:

Entrance Hallway, Lounge/Kitchen, Utility Room, Bedroom 1 with en-suite shower room, Bedroom 2, Family Bathroom

Outside:

Garden and parking spaces

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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



Proposed Site Plan



Proposed Elevation

LOT 45
Freehold (Investment) Three Bedroom Semi-detached House

*Guide Price: £200,000 - £220,000 (+Fees)

15 Jacey Road, Edgbaston, Birmingham, West Midlands B16 0LL
Property Description:

A three bedroom semi detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway providing off road parking and access to garage.

The property benefits from having UPVC double glazing, gas fired central heating and is offered for sale in a presentable condition.

Jacey Road is a cul-de-sac located off Rotton Park Road close to the junction with Selwyn Road.

The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £720 pcm (£8,640 per annum) .

Accommodation:
Ground Floor

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

First Floor

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

Outside:

Front Lawned foregarden and paved driveway giving access to garage

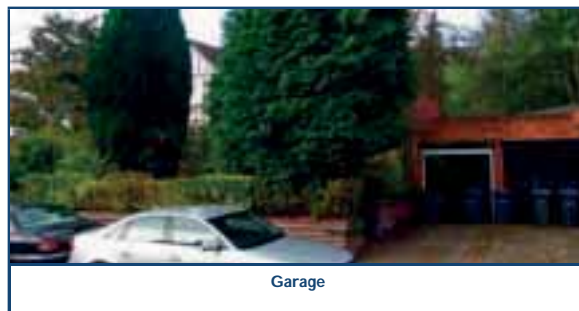
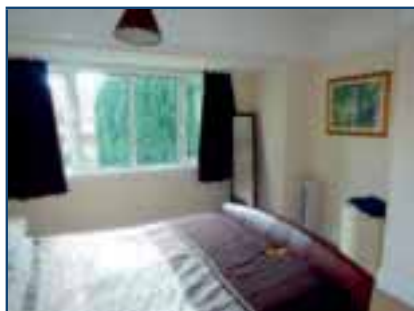
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Garage

LOT 46
Freehold Vacant Land

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

Plots 1, 2 & 3 The Crescent, Lawford Heath, Rugby, Warwickshire CV23 9EW
Property Description:

A parcel of land known as Plots 1, 2 and 3 The Crescent, being irregular in shape and extending to a total area of approximately 0.52 acres (2,117 sq m).

The land is located to the eastern section of The Crescent, which comprises of a cul de sac leading directly off Lawford Heath Lane. The land is currently rough grassed and is located around the head of The Crescent, which also serves an electricity sub-station, not included in the sale.

Lawford Heath comprises of a small village/hamlet containing a range of residential houses, farms and commercial premises and located approximately three miles to the south west of Rugby Town Centre, conveniently within approximately half a mile of the A45 Coventry Road which leads directly to the M45 being within approximately one mile to the south east and Coventry City Centre being within approximately eight miles to the west.

Planning:

The land may offer future potential for a variety of uses including redevelopment. We have referred to Rugby Borough Council Website Planning Portal and it contains no planning history for the land.



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

All interested parties should make their own enquiries in respect of potential alternate use and bid on this basis.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 47

Freehold Vacant Mid Terraced House with Three Bedrooms

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

87 Holder Road, Yardley, Birmingham, West Midlands B25 8AP

Property Description:

A traditional mid terraced house, of part rendered brick construction surmounted by a pitched interlocking tile clad roof, set back behind a walled foregarden.

The property benefits from UPVC double glazed windows but requires modernisation and improvement throughout.

The property is situated adjacent to Oaklands Park and Holder Road forms part of an established residential area and runs directly between Coventry Road (A45) and Hob Moor Road which provides access to Yardley Shopping Centre, containing a wide range of retail amenities and services.

Accommodation:

Ground Floor

Porch, Front Reception Room, Lobby with store cupboard, Rear Reception Room, Kitchen, Bathroom with bath, wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Inter-communicating with Bedroom Three (Single).

Outside:

Front: Walled foregarden.

Rear: Paved yard, brick store, shared pedestrian access and a separate long lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 48**Freehold Vacant Detached House (9 Flats)**

*Guide Price: £200,000 - £220,000 (+Fees)

2 Walsingham Street, Walsall, West Midlands, WS1 2JY**Property Description:**

A detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a paved driveway allowing for off road parking.

The property is in need of complete refurbishment and modernisation and may provide potential for a variety of uses such as a single dwelling house, individual flat, or HMO accommodation, subject to necessary planning permission. The property was previously let as student accommodation providing 9 double rooms.

Accommodation:**Ground Floor**

Entrance Porch, Entrance Hall, Bedroom 1 (double), Bedroom 2 (double), Lounge, Dining Room, Bedroom 3 (double), WC and Shower Block including bathroom, shower room with WC and further shower room and WC, Kitchen, Pantry with door leading to yard

First Floor

Stairs and Landing, Store Room, Bedroom 4 (double), Bedroom 5 (double), Bedroom 6 (double), Bedroom 7 (double), Kitchen, Toilet Block with 2 x WC and shower

Second Floor

Stairs and landing, Bedroom 8 (double), Bedroom 9 (double), Shower Room with WC

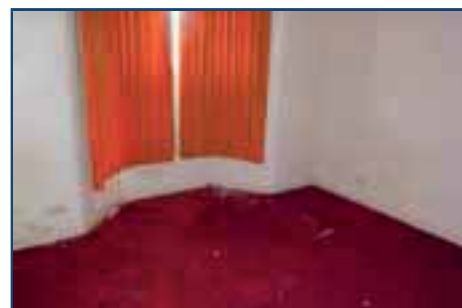
Outside:

Front Large Car Park

Rear Small Paved Yard

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

Viewings - Via Cottons – 0121 247 2233



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

LOT 49

Freehold Vacant Five Bedroom Dwelling House with Extensive Garden

*Guide Price: £350,000 - £380,000 (+Fees)

67 Vernon Road, Edgbaston, Birmingham, B16 9SQ



Property Description:

A substantial detached family dwelling house of traditional two storey rendered brick construction, surmounted by a hipped tile clad roof offering extensive and well laid out accommodation including five bedrooms and, in addition benefits from off road parking, garage and a very large rear garden which borders Edgbaston Reservoir. The property requires complete modernisation, refurbishment and repair and scope may exist for extension/redevelopment of the existing dwelling. Vernon Road leads directly off the junction with Portland Road and Rotton Park Road and the property is located in a highly regarded residential area within approximately one third of a mile from Hagley Road (A456), which provides direct access to Birmingham City Centre.

Accommodation:

Ground Floor

UPVC double glazed Porch, Large Reception Hall/Room with built in understairs cupboard and pantry, Front Reception Room, Rear Reception Room, Lobby, Dining Room, Kitchen, Large Utility Room with double doors to Garage, Cloakroom with wc and wash basin.

First Floor

Stairs and Landing, Bedroom One (Single), Bedroom Two (Double), Bedroom Three (Single), Bedroom Four (Double), Bedroom Five/Master Bedroom, Bathroom with bath, wash basin, Separate wc.

Outside:

Front: Paved driveway, Garage (4.67 x 2.58mtrs).

Rear: Extensive garden with pedestrian gate providing informal access to Edgbaston Reservoir.

Legal Documents:

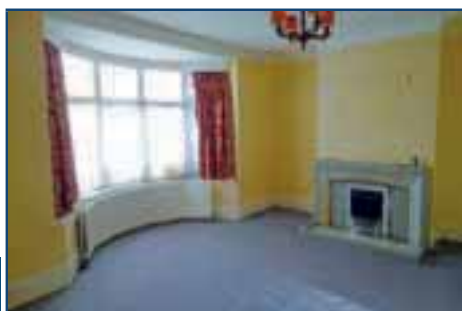
Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Note: Completion will be 42 days from exchange of contracts or sooner by mutual agreement.



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



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LOT 10

LOT 27

LOT 34

LOT 34

LOT 34



LOT 34

LOT 34

LOT 35

LOT 42

LOT 43

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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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

4th Edition

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

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

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to **condition** 69.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

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

Auctioneers

The auctioneers at the **auction**.

Business day

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

Buyer

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

Catalogue

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

Completion

Unless otherwise agreed between **seller** and **buyer** (or their conveyancers) the occasion when both **seller** and **buyer** have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

Condition

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

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

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

Your (and **your**)

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

Auction conduct conditions

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

(b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:

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

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

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

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

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

The **general conditions** (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

G1. The lot

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

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

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

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

(a) matters registered or capable of registration as local land charges;

(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;

(c) notices, orders, demands, proposals and requirements of any competent authority;

(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;

(e) rights, easements, quasi-easements, and wayleaves;

(f) outgoing and other liabilities;

(g) any interest which overrides, within the meaning of the Land Registration Act 2002;

(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and

(i) anything the **seller** does not and could not reasonably know about.

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

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

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

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

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

(a) the **documents**, whether or not the **buyer** has read them; and

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

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

G2. Deposit

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

(a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and

(b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

(a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and

(b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

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

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

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

G3. Between contract and completion

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

(a) produce to the **buyer** on request all relevant insurance details;

(b) pay the premiums when due;

(c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;

(d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;

(e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and

(f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

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

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

G4. Title and identity

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

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

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

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

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

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

(i) the application for registration of title made to the land registry;

(ii) the **documents** accompanying that application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.

(e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

(a) direct transfer to the **seller's** conveyancer's client account; and

(b) the release of any deposit held by a stakeholder.

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

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

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

G7. Notice to complete

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

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

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

(a) terminate the **contract**;

(b) claim the deposit and any interest on it if held by a stakeholder;

(c) forfeit the deposit and any interest on it;

(d) resell the **lot**; and

(e) claim damages from the **buyer**.

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

(a) terminate the **contract**; and

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

G8. If the contract is brought to an end

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

(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and

(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

(a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and

(b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:

(a) promptly provide references and other relevant information; and

(b) comply with the landlord's lawful requirements.

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

G10. Interest and apportionments

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

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

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

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

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

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

G11. Arrears

Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

- (a) so state; or
 - (b) give no details of any **arrears**.
- G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
 - (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
 - (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
 - (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
 - (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
 - (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

- (a) of the **buyer's** **VAT** registration;
- (b) that the **buyer** has made a **VAT option**; and
- (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:

- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
 - (b) collect the rents payable under the **tenancies** and charge **VAT** on them
- G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:
- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
 - (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
 - (c) if **VAT** is payable because the **buyer** has not complied with this **condition** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

G16. Capital allowances

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

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

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

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

- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
- (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19. Sale by practitioner

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

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

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

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

- (a) in its condition at **completion**;
- (b) for such title as the **seller** may have; and
- (c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
- (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

G20. TUPE

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

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

- (a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.
- (b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
- (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
- (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

- (a) service charge expenditure attributable to each **tenancy**;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- G22.4 In respect of each **tenancy**, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge

expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account; (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies. G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund: (a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. Rent reviews

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

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

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

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

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

G25. Warranties

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

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

(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and (b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

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

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

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place

the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if: (a) delivered by hand; or

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

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

G28.3 A communication is to be treated as received: (a) when delivered, if delivered by hand; or

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

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

G29. **Contracts (Rights of Third Parties) Act 1999** No one is intended to have any benefit under the **contract** pursuant to the **Contract (Rights of Third Parties) Act 1999**.

G30. Extra General Conditions

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

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

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

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

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

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

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

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

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

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

LEGAL PACKS

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

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

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

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



Our extensive knowledge and expertise developed over many years enables us to provide our clients with a comprehensive range of quality services



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