

19TH FEBRUARY 2020

Cottons

CHARTERED SURVEYORS

AUCTION

WEDNESDAY 19TH FEBRUARY 2020

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 53 LOTS

Order of Sale

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

1 70 STATION ROAD, ERDINGTON, B23 6UE	Freehold Commercial Investment
2 LAND ADJ 85 RIBBLESDALE RD, SELLY OAK, B30 2YS	Freehold Land with Potential
3 35 WINDSOR ROAD, STIRCHLEY, B30 3DB	Freehold Vacant Residential
4 FLAT 6, 256 BARROWS LANE, SHELDON, B26 1RJ	Leasehold Vacant Residential
5 144 - 146 STONEY LANE, BALSALL HEATH, B12 8AJ	Freehold Commercial Investment
6 1 & 1A ANGEL STREET, WORCESTER, WR1 3QT	Freehold Vacant Commercial
7 46 CHURCHFIELD AVENUE, TIPTON, DY4 9NF	Leasehold Residential Investment
8 44 KENWOOD ROAD, BORDESLEY GREEN, B9 5UX	Freehold Vacant Residential
9 LAND OFF OVERBURY CLOSE, NORTHFIELD, B31 2HD	Freehold Land with Potential
10 LAND ST. BRADES CLOSE, TIVIDALE, B69 1NX	Freehold Land with Potential
11 LAND OFF KENNFORD CLOSE, OLDBURY, B65 9SF	Freehold Land with Potential
12 169 GREENLAWNS, ST. MARKS RD, TIPTON, DY4 0SU	Leasehold Vacant Residential
13 FLAT 2, 437 CANNOCK RD, HEDNESFORD, WS12 4AE	Leasehold Vacant Residential
14 LAND OFF WEBB STREET, BILSTON, WV14 8XL	Freehold Development Land
15 24 STOCKTON COURT, BILSTON, WV14 9SY	Leasehold Residential Investment
16 802 PERSHORE ROAD, SELLY PARK, B29 7LS	Freehold Vacant Residential
17 FLAT 6, 437 CANNOCK RD, HEDNESFORD, WS12 4AE	Leasehold Residential Investment
18 FIVE GROUND RENTS IN SOUTH GLAMORGAN, CF61	Freehold Ground Rents
19 FIVE GROUND RENTS IN SOUTH WALES, NP19 7HH	Freehold Ground Rents
20 FIVE GROUND RENTS IN ERDINGTON, B23 6LA	Freehold Ground Rents
21 FOUR GROUND RENTS IN STECHFORD, B33 9AR	Freehold Ground Rents
22 SIX GROUND RENTS IN BIRMINGHAM, B20 2DP	Freehold Ground Rents
23 FIVE GROUND RENTS IN HALESOWEN, B62 8SS	Freehold Ground Rents
24 FIVE GROUND RENTS IN HALESOWEN, B62 8UA	Freehold Ground Rents
25 TWO GROUND RENTS IN MID-GLAMORGAN, CF35 6TW	Freehold Ground Rents
26 TWO GROUND RENTS, GOSCOTE LANE, WALSALL, WS3 1PH	Freehold Ground Rents
27 FGR 9 SILVERTHORNE AV, TIPTON, DY4 8AG	Freehold Ground Rents
28 FGR 17 BEWLEY ROAD, WILLENHALL, WV12 4TD	Freehold Ground Rents
29 FGR 10 BURNETT CLOSE, WALLSEND, NE28 9AG	Freehold Ground Rents
30 FGR 55 THE RAYWOODS, NUNEATON, CV10 7JY	Freehold Ground Rents
31 29 ANDERTON PARK ROAD, MOSELEY, B13 9BQ	Freehold Vacant Residential
32 1692 BRISTOL ROAD SOUTH, REDNAL, B45 9TZ	Freehold Commercial Investment
33 THE HOLLIES, HAMPTON-IN-ARDEN, B92 0LW	Freehold Vacant Commercial
34 380 WALSALL ROAD, PERRY BARR, B42 2LX	Freehold Vacant Commercial
35 8 GARAGES, CRABTREE CL, REDDITCH, B98 7JT	Freehold Garages
36 GARAGE 9, THAMES COURT, SUTTON COLDFIELD, B73 6EF	Leasehold Garages
37 52 ROSEFIELD ROAD, SMETHWICK, B67 6DX	Freehold Vacant Residential
38 LAND BROWNHILLS RD, NORTON CANES, WS11 9SE	Freehold Freehold Land
39 LAND BTN 4 & 12 SEYMOUR RD, DUDLEY, DY9 8TB	Freehold Freehold Land
40 12 WELLS ROAD, BRIERLEY HILL, DY5 3TD	Freehold Vacant Residential
41 50 & 50A HIGH STREET, BRIERLEY HILL, DY5 3AW	Freehold Vacant Commercial
42 290 MARY STREET, BALSALL HEATH, B12 9RJ	Freehold Commercial Investment
43 88 HIGH ROAD, WILLENHALL, WV12 4JQ	Freehold Residential Investment
44 9, INGOLDSBY COURT, MOSELEY, B13 9PT	Leasehold Vacant Residential
45 51 HARBOROUGH RD, NORTHAMPTON, NN2 7SH	Freehold Vacant Commercial
46 SIGNAL HOUSE, GREAT BARR, B42 1DY	Freehold Commercial Investment
47 8 PHILIP ROAD, HALESOWEN, B63 4EL	Freehold Vacant Residential
48 25 BROXTOWE DRIVE, MANSFIELD, NG18 2JF	Freehold Vacant Residential
49 27 BROXTOWE DRIVE, MANSFIELD, NG18 2JF	Freehold Vacant Residential
50 16 AVALON CLOSE, BIRMINGHAM, B24 9JY	Leasehold Vacant Residential
51 12 VALENTINE COURT, KINGS HEATH, B14 7AN	Leasehold Vacant Residential
52 191 - 193 WELLS ROAD, MALVERN, WR14 4HE	Freehold Public Houses/Restaurant
53 114 CLARENCE ROAD, FOUR OAKS, B74 4AU	Freehold Vacant Residential

Auctioneers:

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

Valuers:

Ian M. Axon ANAVA, Sam Moxon ANAVA, Stephen D. Sutton B.Sc. (Est.Man.) FRICS, Dan O'Malley BSc (Hons) MRICS FNAEA FNAVA

Auction Team:

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

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 Commercial Investment

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

70 Station Road, Erdington, Birmingham, B23 6UE

Property Description:

A freehold two storey mid-terraced investment property comprising a ground floor Pharmacy with several rooms to the first floor currently used as storage however with necessary planning could make a self contained flat. The property is currently let to Jhoots Pharmacy however they currently use the building for storage only.

The property is contained within a block of retail units in a popular local retail location of Erdington, situated in a prominent corner position.

Tenancy Information:

The property is currently let on a 10 year Lease at a rent of £7,750 per annum which expires on 1st June 2020.

Ground Floor

Retail Sales Area : 45.30 sq.mtrs (488 sq.ft),
Office, Store Room, WC x 2 : 22.93 sq.mtrs (247 sq.ft)
Total net internal floor area 68.22 sq.mtrs (735 sq.ft)

First Floor

Stairs & Landing
Three Large Rooms

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

Viewings: Via Cottons

**pennycuick
collins** CHARTERED
SURVEYORS



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

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

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

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

Tel 0121 247 2233

LOT 2

Freehold Land

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

Land Adjacent to 85 Ribblesdale Road, Selly Oak, Birmingham, B30 2YS

Property Description:

A parcel of freehold land rectangular in shape on the corner of Ribblesdale Road and Umberslade Road extending to an area of approximately 0.06 acres (260 sq.mtrs). The site is currently overgrown and contains a derelict office building that previously had mains services.

The property is located on Ribblesdale Road which leads off Pershore Road (A441)

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

Viewings – External Only



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



DEPOSITS AND ADMINISTRATION FEE

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

Auction deposits may be paid by the following methods

Card Payments

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

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

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LOT 3

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

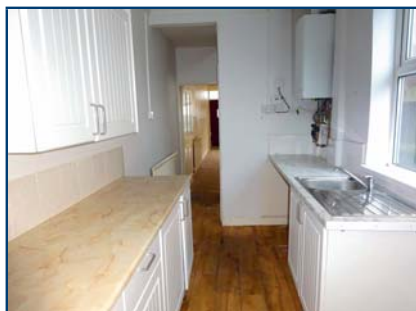
Outside:

Front: Fenced foregarden

Rear: Lawned Garden

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

Viewings– Via Cottons – 0121 247 2233



LOT 4

Leasehold Vacant Possession

*Guide Price: £45,000-£50,000 (+Fees)

Flat 6 256 Barrows Lane, Sheldon, Birmingham, B26 1RJ

Property Description:

A large three bedroom flat situated in a purpose built block of brick construction. The property benefits from well laid out accommodation however does need some modernisation.

The property is located on Barrows Lane approximately one mile to the junction with Coventry Road allowing access to public transport and local shopping amenities. The M42 lies approximately 5 miles to the east and Birmingham lies approximately 6 miles to the west.

Accommodation:

Ground Floor

Communal Entrance with secure door entry system giving access to stairs

Second Floor

Kitchen, Lounge, 3 Bedrooms, Bathroom having panel bath with shower above and wash basin, separate WC.

Outside:

Communal Lawned Area

Leasehold Information:

Term 125 years from November 1989

Rent £10

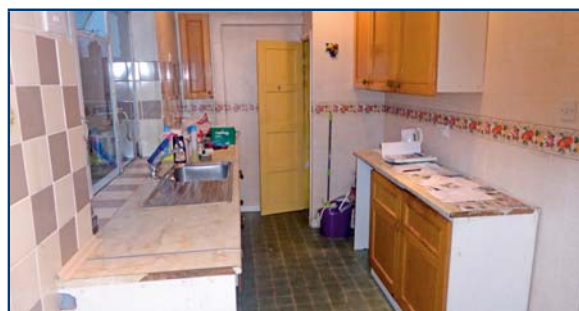
Service Charge Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 5

Freehold Premises Occupied for Use as a Religious and Community Centre *Guide Price: £65,000 - PLUS (+Fees)

By Instruction of the Joint LPA Receivers on behalf of the Mortgagor
144 - 146 Stoney Lane, Balsall Heath, Birmingham, West Midlands, B12 8AJ



Property Description:

A double fronted two storey end terraced property of brick construction surmounted by a pitched replacement tile clad roof with additional single storey flat roofed extensions to the side and rear.

The property is prominently situated at the junction of Stoney Lane and Wilton Road and currently used as a religious and community centre.

The property forms part of a predominantly residential area but containing a concentration of retail shops and restaurants on Stoney Lane, Lady Pool Road and Stratford Road.

Stoney Lane leads directly off Highgate Road (A4167) which provides direct access to both Stratford Road (A34) and Belgrave Middleway (A4540).

Occupancy Details:

All parties are referred to the legal pack which contains three concurrent leases:

1. Two Leases of the Ground Floor and First Floor respectively both for a term of 15 years from 1st January 2015 at a combined rental of £32,000 per annum.
2. Lease for a term of 99 years from 21st November 2003 at a rental of £1 per annum.

The Receivers are unable to provide any warranty or confirm the validity of any lease or the contents therein. Prospective purchasers should rely on their own enquiries and satisfy themselves in this respect.

Accommodation:

The Auctioneers conducted an inspection of the property in December 2018 but were unable to obtain a detailed schedule of accommodation with measurements. Subsequently we are in receipt of a report provided to the Mortgagees which states the following accommodation:

Ground Floor: 200.01 sq.mtrs (2,153sq.ft) Two Public Rooms/Halls

First Floor: 891.24 sq.mtrs (875sq.ft)

Total Floor Area: 281.25 sq.mtrs (3,024 sq.ft.)

Note: The accommodation cannot be verified and all interested parties must rely on their own enquiries. Part of the single storey extension the rear of the property is outside of the title charged to the Mortgagor and is not included in the sale.

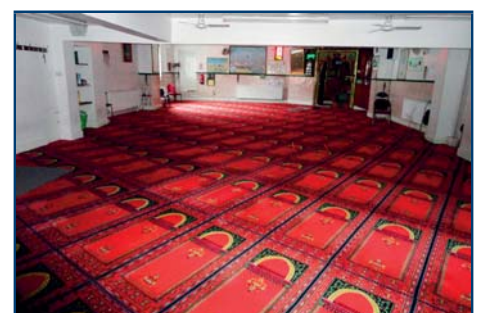
Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.

Important Note: The property is being sold by instruction of the joint LPA Receivers who on behalf of the Mortgagees have exercised their right to dispose of the property and recover their outstanding charge. The Receivers are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place.

All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.



LOT 6

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

1 & 1a Angel Street, Worcester, Worcestershire WR1 3QT

Property Description:

A Grade II listed four storey building providing two retail units on the ground floor and office accommodation to the upper floors accessed via 1a Angel Street the property also benefits from ancillary basement accommodation situated within 1 Angel Street.

The property is located centrally in Worcester City Centre fronting to Angel Street close to the junction with The Cross and Foregate Street having nearby retailers including Tony & Guy, McDonalds, Subway and Lloyds Bank.

The property may be suitable for redevelopment opportunity to provide a single ground floor retail unit and upper floor apartments accessed via a new entrance adjacent to 3 Angel Street all interested parties should make their enquiries with Worcester City Council as to any proposals they may have regarding planning

Andrew Grant
 COMMERCIAL

Ground Floor

1 Angel Street

Retail Unit 15 sq.mtrs (163 sq.ft)
 Basement Storage 14 sq.mtrs (150 sq.ft)

1A Angel Street

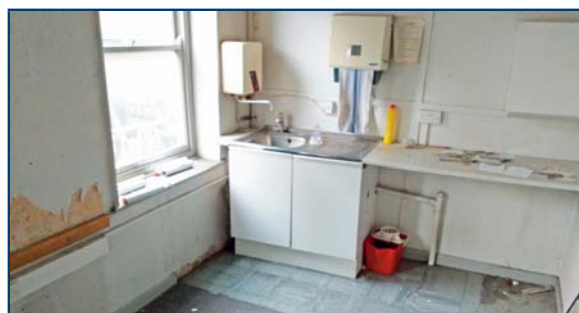
Retail Unit 17 sq.mtrs (178 sq.ft),
 First Floor Room 1: 24 sq.mtrs (261 sq.ft)
 Second Floor Room 1: 9 sq.mtrs (97sq.ft)
 Second Floor Room 2: 17 sq.mtrs (184 sq.ft)
 Third Floor Room 1: 7 sq.mtrs (76 sq.ft)
 Third Floor Room 2: 20 sq.mtrs (218 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 7

Leasehold Investment, Three Bedroom Flat (Rental £5,520 per annum)
 *Guide Price: £24,000 - £28,000 (+Fees)

46 Churchfield Avenue, Tipton, West Midlands DY4 9NF

Property Description:

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

The property provides generous and well laid out accommodation which includes three bedrooms and benefits from having gas fired central heating, UPVC double glazed windows and ample communal car parking located to the rear. The property is currently let on an assured shorthold tenancy agreement producing a rental of £460 per month (£5,520 per annum).

Accommodation:

Ground Floor

Communal Entrance with Secure Door Entry System, Stairs

Second Floor

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

Outside:

Surrounding communal gardens and ample parking area located to the rear

Leasehold Information:

Lease Term: 18 July 1986 to 1 July 2084

Ground Rent: Refer to Legal Pack

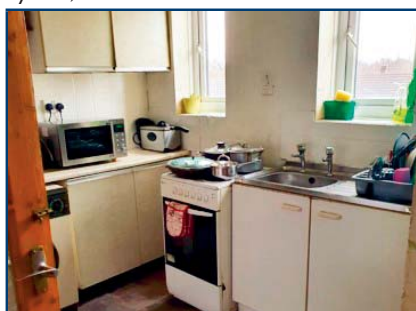
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 8

Freehold Vacant Three Bedroomed Property

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

44 Kenwood Road, Bordesley Green, Birmingham, West Midlands B9 5UX

Property Description:

A mid-terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having UPVC double glazed windows with the exception of 1 and gas fired central heating. Kenwood Road is located off both Corbyn Road and Eastfield Road and the property is within a quarter of a miles distance from Heartlands Hospital

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Kitchen, Bathroom having panelled bath, shower cubicle, wash basin and WC, Stairs

First Floor

Landing, 3 Bedrooms

Outside:

Front Paved foregarden allowing for off road parking

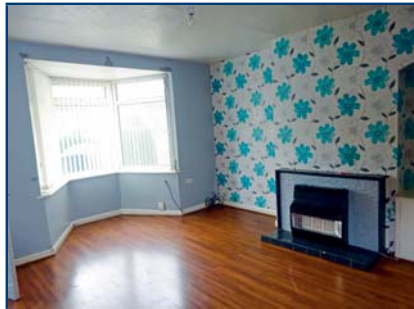
Rear Gravelled garden with brick built store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 9

Freehold Land

*Guide Price: £15,000 - £18,000 (+Fees)

Land Off Overbury Close, Birmingham, West Midlands B31 2HD

Property Description:

A parcel of freehold land located to the rear of a garage yard located off Overbury Close but also sharing a frontage with Watkins Gardens.

The site itself extends to approximately 0.27 acres (0.11 hectares.) The land is situated approximately three quarters of a mile from the centre of Northfield and approximately six miles to the south west of Birmingham City Centre.

The site is currently open land which may have potential for future development subject to obtaining necessary Planning Permission.

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 10

Freehold Land

*Guide Price: £15,000 - £18,000 (+Fees)

Strategic Land Off St. Brades Close, Tividale, Oldbury, West Midlands B69 1NX

Property Description:

A strategic parcel of land comprising of a sloping irregular shaped unfenced site extending to an area of approximately 3.21 acres (1.3 hectares). The site forms part of a large area of public open space which is bounded by housing to the North.

The land is located approximately 1.5 miles Northwest of junction 2 of the M5 Motorway and 1.6 miles to the Southeast of Dudley Town Centre. The land is approached exiting from the M5 along the A4123 (1.0 miles) then turn left into Tower Road, continue along and turn first left into St Brades Close. Continue to the top of the Close and the land forms part of the open space.

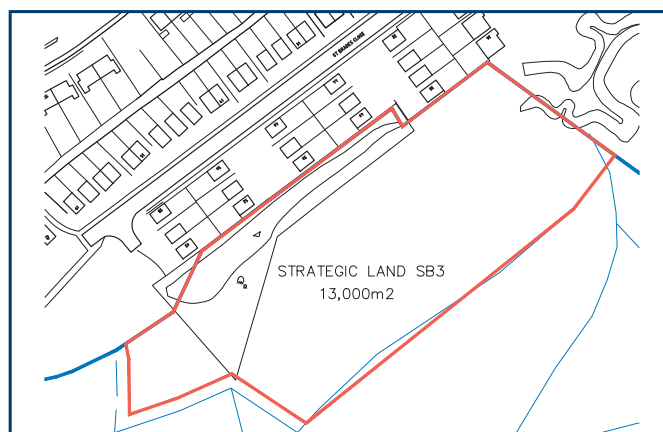
approximately 35 mtrs from the private drive serving 63-69 St Brades Close. There are regular bus services in the area and local shops within walking distance. The site boundaries have been surveyed and the plot boundaries can be set out for a nominal charge using GPS survey equipment.

Planning

The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

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

Viewings: External Only



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

LOT 11

Freehold Land

*Guide Price: £10,000 - £14,000 (+Fees)

Land Off, Kennford Close, Rowley Regis, West Midlands B69 9SF

Property Description:

A parcel of land comprising of a sloping irregular shaped unfenced site of about 3 acres (1.2 hectares). The site forms part of a large area of public open space which is bounded by housing to the south and being immediately adjacent to the rear of 21-25 Kennford Close and 20-24, 29 and 31 Wadham Close, Rowley Regis.

Access is gained across open land on Portway Hill or via the public footpath in front of 38-42 Midhill Drive. The land is located approximately 1.5 miles Northwest of junction 2 of the M5 Motorway and 1.6 miles Southeast of Dudley Town Centre.

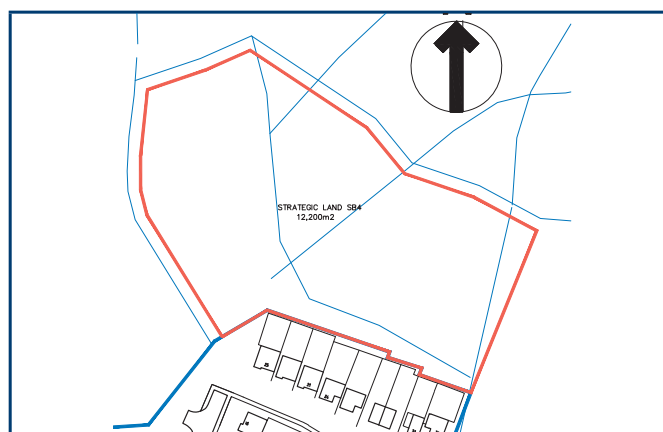
The site boundaries have been surveyed and the plot boundaries can be set out for a nominal charge using GPS survey equipment.

Planning

The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

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

Viewings: External Only



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LOT 12

Leasehold Vacant One Bedroom Flat

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

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

Property Description:

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

Accommodation:

Ground Floor

Communal Entrance Hall with security entry system, stairs and landing

First Floor

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

Outside

Communal Gardens

Leasehold Information

Term: 99 Years from 25th December 1986

Ground Rent: £80

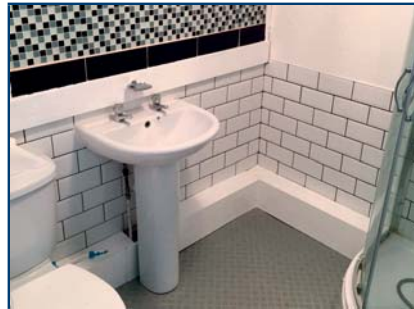
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 13

Leasehold Vacant One Bedroom Flat

*Guide Price: £34,000 - £38,000 (+Fees)

Flat 2, 437 Cannock Road, Hednesford, Cannock, Staffordshire WS12 4AE

Property Description:

A first floor flat contained in a brick built development directly fronting the pavement. The flat benefits from having UPVC double glazing and gas fired central heating. The property is located close to the junction with Green Heath Road and within walking distance of Hednesford Town Centre and Hednesford Train Station providing a direct link to Birmingham City Centre.

Accommodation:

Ground Floor

Entrance Hallway to Flats, Stairs

First Floor

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

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

Leasehold Information

Term 125 years from 29 September 2018

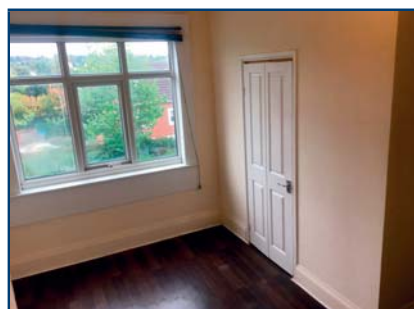
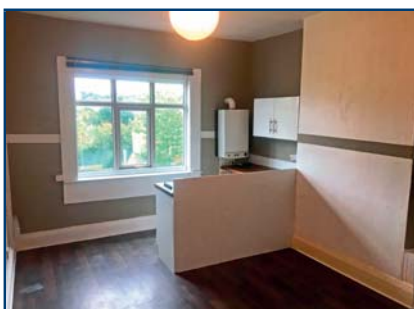
Rent Refer to Legal Pack

Service Charge Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 223



LOT 14

Freehold Development Land (Planning for 5 Industrial Units)

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

Land Off Webb Street, Bilston, West Midlands WV14 8XL

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of approximately 0.8 acres (0.32 hectares) the site consists of open grass land and Webb Street itself if located off Foundry Street and Darkhouse Lane. The land has planning consent for the erection of 5 industrial units.

Planning

Planning Consent was granted by Dudley Metropolitan Borough Council on the 19th of July 2017 (Ref: P17/0358) for the erection of 5 industrial units for B1 (Light Industry) use with associated service yard, car parking, external works and landscaping

Please note

The Vendor has had an alternative residential development scheme drawn up consisting of 30 flats however this is yet to be submitted to planning. All drawings are available for viewing in the legal pack.

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 Residential Scheme



Site Plan for Five Industrial Units



LOT 15

Leasehold Investment (One Bed Flat Producing £3,900 per annum)

*Guide Price: £22,000 - £26,000 (+Fees)

Flat 24 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

Property Description:

A one bedroom purpose built flat situated on the fourth floor of a five storey development. The property benefits from having UPVC double glazing and a garage located in a separate block. Stockton Court is located off Mason Street which is found off Birmingham New Road (A4123). The property is currently let on an assured shorthold tenancy agreement producing a rental of £325 per calendar month (£3,900 per annum).

Accommodation:

Ground Floor

Communal Entrance and stairs to

Fourth Floor

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

Outside:

Communal Grounds and garage

Lease Information

Term : 99 years from 24th June 1978

Ground Rent : Refer to Legal Pack

Service Charge : Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 16

Freehold Vacant Two Bedroom Mid Terraced House

*Guide Price: £140,000 - £148,000 (+Fees)

802 Pershore Road, Selly Park, Birmingham, West Midlands B29 7LS

Property Description:

A traditional two storey mid terraced house of brick construction surmounted by a pitched tile clad roof, benefitting from mostly double glazed windows, gas fired central heating and two bedrooms.

The property is situated fronting Pershore Road, close to the junction with Wallace Road, in a predominantly residential area containing a wide range of traditional housing popular with owner occupiers, tenants and landlords.

The property is situated in the popular Selly Park District, approximately three miles to the south of Birmingham City Centre.

Accommodation:

Ground Floor

Front Reception Room, Inner Hall, Lounge, Lobby, Kitchen.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Small Double), Bathroom with panel bath, having separate glazed shower enclosure, pedestal wash basin and wc.

Outside:

Front: Paved forecourt.

Rear: Yard with rear pedestrian access.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 17

Leasehold Investment, One Bedroom Flat (Rental £4,740 pa)

*Guide Price: £34,000 - £38,000 (+Fees)

Flat 6, 437 Cannock Road, Hednesford, Cannock, Staffordshire WS12 4AE

Property Description:

A second floor flat contained in a brick built development directly fronting the pavement. The flat benefits from having UPVC double glazing and gas fired central heating.

The property is located close to the junction with Green Heath Road and within walking distance of Hednesford Town Centre and Hednesford Train Station providing a direct link to Birmingham City Centre. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £395 per calendar month (£4,740 per annum). We are informed by the owner that the tenant has been in occupation for in excess of 6 years.

Accommodation:

Ground Floor

Entrance Hallway to Flats, Stairs

Second Floor:

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

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

Leasehold Information

Term 125 years from 29 September 2018

Rent Refer to Legal Pack

Service Charge Refer to Legal Pack

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

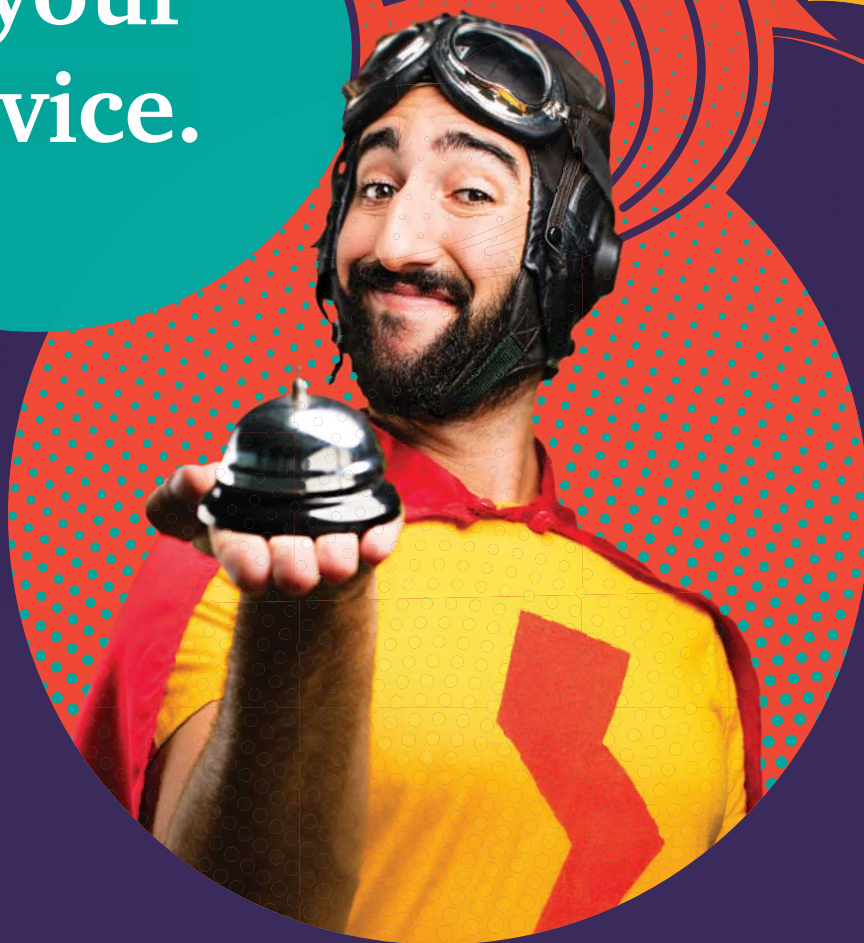
Viewings: Via Cottons - 0121 247 223



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LOT 18

A Portfolio of Five Freehold Ground Rents in Llantwit Major, South Wales

*Guide Price: £18,000 - £21,000 (+Fees)

Freehold Ground Rents, 3,6,8,9 & 15 Carmarthen Close, Boverton, Llantwit Major, South Glamorgan CF61 2GL

Property Description:

A portfolio of five Freehold Ground Rents secured on a range of two storey modern houses located on Carmarthen Close and comprising one detached, two end terraced and two mid terraced dwelling all set back behind a foregarden..

Carmarthen Close forms part of an established residential area and is located approximately one mile to the east of Llantwit Major town centre, one mile north of the Bristol Channel coastline and eight mile south of Bridgend.

Lease Information

Each property is subject to a long lease for a term of 99 years from 25th March 1973 (52 years unexpired) at a fixed ground rent of £35 per annum.

Total Ground Rent Income: £175 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable.



3 Carmarthen Close



6 Carmarthen Close



8 Carmarthen Close



9 Carmarthen Close



15 Carmarthen Close

LOT 19

Portfolio of 5 Freehold Ground Rents in Newport & Bridgend, South Wales

*Guide Price: £21,000 - £24,000 (+Fees)

Freehold Ground Rents, 24, 40 & 42 Stockton Close, Newport NP19 7HH, 6 & 11 Lindsay Close, Pencoed, Bridgend, CF35 6TR

Property Description:

A portfolio of five Freehold Ground Rents secured on a range of dwellings located in South Wales and comprising two semi detached houses, a bungalow and two dormer bungalows all with garages.

Stockton Close forms part of a small housing estate located close to the M4 Motorway approximately one half miles to the north of Newport town centre and Lindsay close comprises a cul de sac forming part of a predominantly residential area located off Hendre Road and located in the town of Pencoed approximately three miles to the north east of Bridgend.

Lease Information:

24, 40 & 42 Stockton Close: Each property is subject to a long lease for a term of 99 years from 1st January 1973 (52 years unexpired) at a fixed ground rent of £26 per annum.

6 & 11 Lindsay Close: Each property is subject to a long lease for a term of 99 years from 25th December 1964 (43 years unexpired) at a fixed annual ground rent of £18.90 and £15.75 respectively.

Total Ground Rent Income: £112.65 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable.



24 Stockton Close



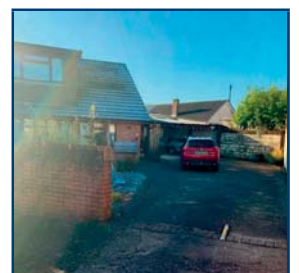
40 Stockton Close



42 Stockton Close



6 Lindsay Close



11 Lindsay Close

LOT 20

A Portfolio of Five Freehold Ground Rents in Erdington, Birmingham

*Guide Price: £23,000 - £27,000 (+Fees)

Freehold Ground Rents, 10, 12, 26 & 61 The Parklands, Erdington, B23 6LA, 47 Court Farm Road, Erdington, Birmingham, B23 5ND

Property Description:

A portfolio of five Freehold Ground Rents secured on a range of dwellings in the residential suburb of Erdington, Birmingham and comprising of one detached and three semi detached modern houses located at The Parklands and one semi detached house on Court Farm Road. All properties are set behind foregardens with driveways leading to a garage.

The Parklands, a cul-de-sac and Court Farm Road both lead off Short Heath Road approximately half a mile to the west of Erdington town centre.

Lease Information:

10, 12, 26 & 61 The Parklands: Each property is subject to a long lease for 99 years from 29th September 1967 (48 years unexpired) at a fixed ground rent of £25 p.a.

47 Court Farm Road: Subject to a long lease for 99 years from 1st May 1988 (67 years unexpired) at an escalating ground rent currently £250 p.a., rising to £500 p.a. in 2028, £1,000 p.a. in 2048 and to £2,000 p.a. in 2068 for the remainder of the term.

Total Current Ground rent Income: £350 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable.



10 The Parklands



12 The Parklands



26 The Parklands



61 The Parklands



47 Court Farm Road

LOT 21

A Portfolio of Four Freehold Ground Rents in Stechford & Yardley

*Guide Price: £25,000 - £28,000 (+Fees)

Freehold Ground Rents 30, 37 & 42 Mears Drive, Stechford B33 9AR, 25 Shipway Road, Yardley, Birmingham, B25 8DS

Property Description:

A portfolio of four Freehold Ground Rents secured on a range of dwellings in the Birmingham suburbs of Stechford and Yardley and comprising three modern semi detached houses set back behind lawned foregardens with driveways leading to a garage, located on Mears Drive and one traditional mid terraced house on Shipway Road, Yardley.

Lease Information:

30, 37 and 42 Mears Drive: Each property is subject to a long lease for a term of 99 years from 25th March 1965 (44 years unexpired) at a fixed ground rent of £28.50 per annum.

25 Shipway Road: Subject to a long lease for a term of 99 years from 1st May 1986 (65 years unexpired) at an escalating ground rent of £250 per annum, rising to £500 per annum in 2026, rising to £1,000 per annum in 2046 and rising to £2,000 per annum in 2066 for the remainder of the term.

Total Current Ground Rent Income: £335.50 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable.



25 Shipway Road, Yardley



30 Mears Drive



42 Mears Drive



37 Mears Drive

LOT 22

A Portfolio of Six Freehold Ground Rents Handsworth Wood & Nechells

*Guide Price: £29,000 - £32,000 (+Fees)

Freehold Ground Rents, 74,78,85,87 & 93 Earlswood Court, Handsworth Wood, B20 2DP & 270 Nechells Park Road, Nechells, Birmingham, B7 5PD

Property Description:

A portfolio of six Freehold Ground Rents secured on five modern town houses set behind lawned foregardens in Earlswood Court, Handsworth Wood and a mid terraced house on Nechells Park Road.

Lease Information:

74, 78, 85, 87 & 93 Earlswood Court:

Each property is subject to a long lease for a term of 99 years from 24th June 1965 (44 years unexpired) at a fixed ground rent of £30 per annum.

270 Nechells Park Road: Subject to a long lease for a term of 99 years from 1st May 1987 (66 years unexpired) at a ground rent of £250 p.a., rising to £500 p.a. in 2027, rising to

£1,000 p.a. in 2047 and rising to £2,000 p.a. in 2067 for the remainder of the term.

Total Ground Rent Income: £400 p.a.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable.



270 Nechells Park Road



78 Earlswood Court



74 Earlswood Court



85 Earlswood Court



87 Earlswood Court



93 Earlswood Court

LOT 23

A Portfolio of Five Freehold Ground Rents in Halesowen, West Midlands

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

Freehold Ground Rents 19, 22 & 42 Links View, B62 8SS, 23 Hartsbourne Drive, B62 8ST, 140 Malt Mill Lane, Halesowen, B62 8JA

Property Description:

A portfolio of five Freehold Ground Rents secured on a range of residential dwellings in the town of Halesowen comprising four modern detached houses each with garage and set behind driveways, three of which are located on Links View and one located on Hartsbourne Drive and one traditional mid terraced house located on Malt Mill Lane.

Lease Information:

19, 22 & 42 Links View: Each property is subject to a long lease for a term of 99 years from 29th September 1976 (55 years unexpired) at a ground rent of £75 per annum, rising to £100 per annum in 2042 for the remainder of the term.

23 Hartsbourne Drive: Subject to a long lease for a term of 99 years from 29th September 1976 (55 years unexpired) at a ground rent of £75 p.a., rising to £100 p.a. in 2042 for the remainder of the term.

140 Malt Mill Lane: Subject to a long lease for a term of 99 years from 1st May 1987 (66 years unexpired) at a ground rent of £250 p.a., rising to £500 p.a. in 2027, rising to £1,000 p.a. in 2047 and rising to £2,000 p.a. in 2067 for the remainder of the term. **Total Current Ground Rent Income: £550 p.a.**

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable.



19 Links View



22 Links View



42 Links View



23 Hartsbourne Drive



140 Malt Mill Lane

LOT 24
A Portfolio of Five Freehold Ground Rents in Halesowen, West Midlands

*Guide Price: £33,000 - £36,000 (+Fees)

Freehold Ground Rents, 2, 5, 8, 9 & 16 Westdean Close, Halesowen, West Midlands B62 8UA
Property Description:

A portfolio of five Freehold Ground Rents secured on a range of five modern detached houses located on Westdean Close which comprises a cul-de-sac located via Hamilton Avenue off Manor Lane and forms part of a popular residential estate which is situated within close proximity to Leasowes Park and within half a mile to the east of Halesowen town centre.

Lease Information:

Each property is subject to a long lease for a term of 99 years from 29th September 1976 (55 years unexpired) at a current ground rent of £75 per annum, rising to £100 per annum in 2042 for the remainder of the term.

Total Current Ground Rent Income: £375 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable.



2 Westdean Close



5 Westdean Close



8 Westdean Road



9 Westdean Close



16 Westdean Close

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LOT 25

Freehold Ground Rents secured on Two Semi Detached Bungalows *Guide Price: £10,000 - £11,000 (+Fees)

Freehold Ground Rents, 17 & 21 Kennedy Drive, Pencoed, Mid Glamorgan CF35 6TW

Property Description:

Two Freehold Ground Rents secured upon a two modern semi-detached bungalows each with garage and set back behind a walled foregarden and driveway. The properties form part of a predominantly residential area located off Hendre Road and are located in the South Wales town of Pencoed approximately three miles to the north east of Bridgend.

Lease Information

Each property is subject to a long lease for a term of 99 years from 25th December 1964 at a fixed ground rent of £15.75 per annum.
Total Ground Rent Income: £31.50 p.a.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.



21 Kennedy Drive



17 Kennedy Drive

LOT 26

Freehold Ground Rents secured upon Two Semi Detached Houses *Guide Price: £6,000 - £7,000 (+Fees)

Freehold Ground Rents, 81 & 83 Goscote Lane, Walsall, West Midlands WS3 1PH

Property Description:

Two Freehold Ground Rents secured upon a pair of modern semi-detached houses with garage, set back behind a lawned foregarden and driveway.

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

Lease Information

Each property is subject to a long lease for a term of 99 years from 25th March 1973 at a fixed ground rent of £30 per annum.
Total Ground Rent Income: £60.00 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.



81 & 83 Goscote Lane

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LOT 27 Freehold Residential Ground Rent
 *Guide Price: £5,500 - £6,500 (+Fees)

Freehold Ground Rent, 9 Silverthorne Avenue, Tipton, West Midlands DY4 8AG

Property Description:

A Freehold Ground Rent secured upon modern semi detached house set back behind a driveway and forming part of a residential estate located off Birmingham New Road (A4123) and situated approximately half a mile west of Tipton and one to the north of Dudley town centre.

Lease Information:

The property is subject to a long lease for a term of 99 years from 26th May 1964 at ground rent of £20 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

LOT 28 Freehold Residential Ground Rent
 *Guide Price: £5,500 - £6,500 (+Fees)

Freehold Ground Rent, 17 Bewley Road, Willenhall, West Midlands WV12 4TD

Property Description:

A Freehold Ground Rent secured upon modern semi detached house set back behind paved driveway, forming part of a residential estate located off Stroud Avenue and situated approximately one and a half miles to the North East of Willenhall town centre.

Lease Information:

The property is subject to a long lease for a term of 99 years from 29th September 1972 at a current ground rent of £52.50 per annum rising on 29th September 2038 to £70 per annum for the remainder of the term.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

LOT 29 Freehold Residential Ground Rent
 *Guide Price: £5,500 - £6,500 (+Fees)

Freehold Ground Rent, 10 Burnett Close, Wallsend, Tyne and Wear NE28 9AG

Property Description:

A Freehold Ground Rent secured upon modern end terraced house set back behind a lawned foregarden forming part of a residential estate located half a mile to the north of Coast Road (A1058) and situated approximately four miles to the north east of Newcastle Upon Tyne city centre.

Lease Information:

The property is subject to a long lease for a term of 99 years (less 2 days), from 30th June 1967 at an annual ground rent of £20 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

LOT 30 Freehold Residential Ground Rent
 *Guide Price: £7,000 - £8,000 (+Fees)

Freehold Ground Rent, 55 The Raywoods, Nuneaton, Warwickshire CV10 7JY

Property Description:

A Freehold Ground Rent secured upon modern detached house set back behind a full width driveway and situated in a cul-de-sac 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 31

Freehold Vacant Link-Detached Five Bedroom House

*Guide Price: £310,000 - £330,000 (+Fees)

29 Anderton Park Road, Moseley, Birmingham, West Midlands, B13 9BQ



Property Description:

A three storey five bedroom link-detached property of brick construction set back from the road behind a walled and lawned foregarden and surmounted by a tiled roof. The property benefits from having UPVC double glazing, gas fired central heating and 5 double bedrooms. The property does require some modernisation and improvement the property further benefits from having off road parking to the rear accessed off Cadbury Road. The property is located on Anderton Park Road at the junction with Cadbury Road, Anderton Park is also located off Yardley Wood Road

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Rear Lounge, WC, Kitchen, Utility Room

First Floor

WC, Bathroom with panelled bath, shower cubicle, wash basin, Bedrooms 1 and 2 (double bedrooms), Stairs

Second Floor

Bedrooms 3 to 5 (all double)

Outside:

Front Walled and lawned foregarden

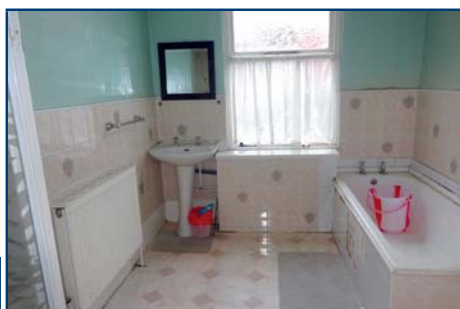
Rear Garden with off road parking accessed via Cadbury Road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 32

Freehold Retail Investment & Vacant Two Bedroom Flat

*Guide Price: £100,000 - PLUS (+Fees)

1692 Bristol Road South, Rednal, Birmingham, West Midlands B45 9TZ

Property Description:

A Freehold two storey end terraced investment property comprising a ground floor shop unit with a separate self contained first floor flat. The retail shop is currently let to a long established fishing tackle business trading since 2006 as Smithy's Angling Centre.

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:

Retail Shop: Originally let to the current lessee on 30th October 2006 (by way of assignment) and was renewed on 11th November 2008 for a five year term to 10th November 2014, at a rent of £6,500 per annum and is currently 'holding over'.

Flat: Currently Vacant

Accommodation:

Ground Floor

Retail Shop: 48.5sq.mtrs (522sq.ft.) with aluminium shop front, Rear Store with Staff Toilet: 21.81sq.mtrs. (234sq.ft.)

First Floor

External stairs and shared walkway approach, accessed from the side of No. 1698.

Reception Hall, Lounge, Kitchen, Bathroom with panel bath having shower over, wash basin and wc, Two Double Bedrooms. The flat is partly double glazed.

Outside:

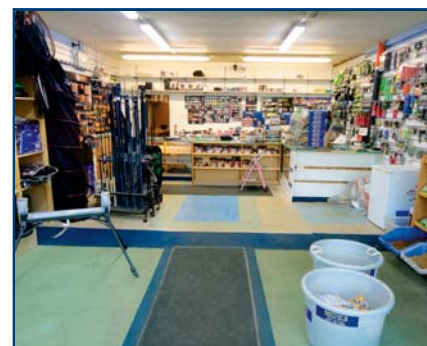
Front: Forecourt parking area.

Rear: 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
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LOT 33

The Hollies, Kenilworth Road, Hampton-in-Arden, Solihull, West Midlands B92 0LW



Property Description:

An opportunity to purchase a long established freehold vacant guest house with private living accommodation offered in a presentable modern condition with range of quality furnishings and fittings situated in highly accessible location within the popular and well regarded village of Hampton in Arden.

The property is of brick construction surmounted by a tile clad roof, substantially extended to the rear and set back from the road behind a tarmac guest car park.

The Hollies Guest House offers ten well-laid out bedrooms, all with en-suites, a large staff kitchen and a guest living/dining room. The business has been running successfully for a number of years and would make an ideal business opportunity.

The majority of the current business for the Guest House is from clients using the NEC, Birmingham International Airport and Blythe Valley Business Park and local golf courses

The Hollies would also offer fantastic scope for a variety of alternative uses including conversion to a private residential dwelling house or luxury HMO accommodation (subject to necessary planning consent)

To the rear there is private living accommodation offering open plan kitchen/living/dining room, a large lounge, two bedrooms and bathroom.

This property is located on the Kenilworth road near to the A45 close to the NEC and Birmingham airport. Hampton in Arden is a popular village surrounded by open greenbelt countryside yet situated within just four miles of Solihull town centre. The village has local shops, stores, a reputable primary school along with other amenities.

The village also has a railway station which links Birmingham New Street and International with

London Euston. The property is easily accessible to the M42 and M6 motorways, the NEC and Birmingham International Airport and Railway Station.

Accommodation Ground Floor

Hallway, Bedroom Five (Double) with en-suite, Bedroom Eight (Double and Single) with en-suite, Guest Lounge/Dining Room, Hallway, Bedroom Six (Two Singles) with En-Suite, Bedroom Seven (Two Singles) with en-suite. Staff Kitchen.**First Floor** Bedroom One (Double) with en-suite, Bedroom Two (Single) with en-suite, Bedroom Three (Double) with en-suite, Bedroom Four (Double) with en-suite.

Second Floor

Bedroom Nine (Double) with en-suite, Bedroom Ten (Double) with en-suite.

Private Accommodation:

Hallway, Large Lounge, Open Plan Living Room/Dining Room/Kitchen, Utility Room with boiler, Toilet with shower and basin and Store Room.

First Floor

Bedroom One (Double), Bedroom Two (Double) with en-suite.

Outside:

Front: Ample parking for guests.

Rear: Private garden area with lawn and decking.

Legal Documents:

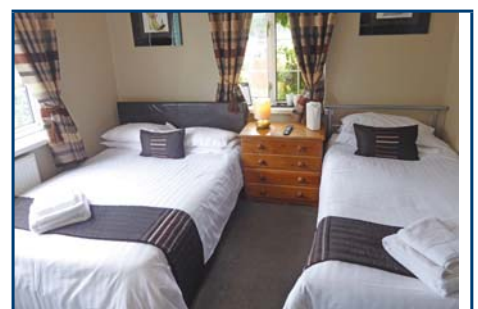
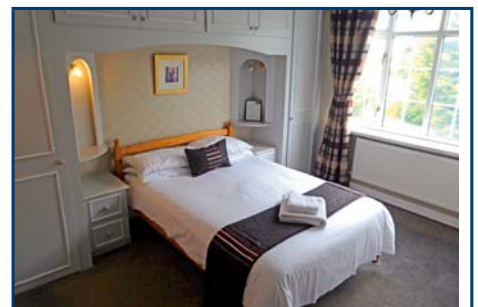
Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

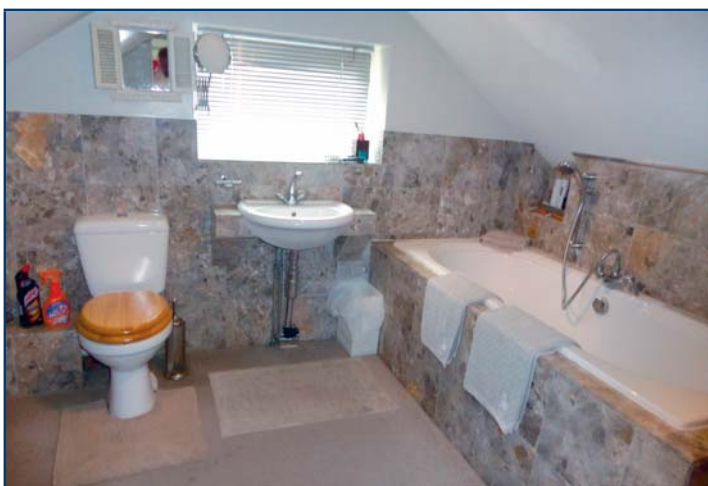
Important Notes:

Completion will be 7 weeks from exchange of contracts.

All fixtures and fittings included in the sale shall be documented in the legal pack.



Freehold 10 Bedroom Guest House & Private Accommodation in Highly Regarded Location
*Guide Price: £350,000 - £400,000 (+Fees)



LOT 34

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:

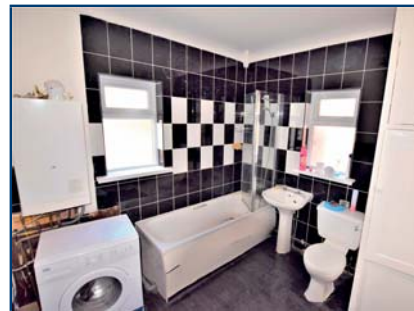
Front Vehicular Parking.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 35

Freehold Lock Up Garage Investment (Income: £3,900 Per Annum) *Guide Price: £33,000 - £36,000 (+Fees)

8 Lock up Garages to the South Side of, Crabtree Close, Redditch, Worcestershire B98 7JT

Property Description:

An investment opportunity comprising of eight lock up garages located in a block to the south side of Crabtree Close.

The garages are situated in a courtyard and approached by a shared driveway leading off the cul-de-sac. The garages are of brick wall construction with mono pitched roofs, have up-and-over doors and are fully let.

Crabtree Close contains a range of townhouses and maisonettes and leads off Wirehill Drive which in turn leads via Greenlands Drive off Alvechurch Highway (A441).

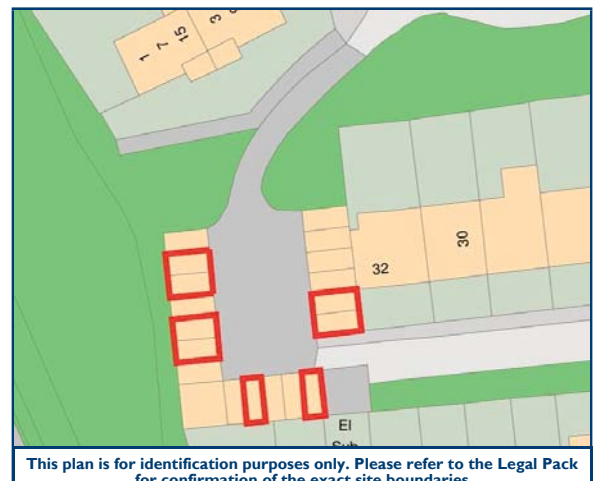
Rental Income:

All eight garages are fully let producing a rental income of £325 per calendar month (Total Rental Income: £3,900 per annum).

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



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LOT 36 Leasehold Vacant Lock-Up-Garage

*Guide Price: £3,000 - £4,000 (+Fees)

Garage 9, Thames Court, Manor Road, Sutton Coldfield, West Midlands B73 6EF



Property Description:

A single lock-up garage of brick construction with flat roof having a modern up-and-over door, located in a garage yard adjacent to an flat development known as Thames Court. The garage is approached from a driveway leading off Manor Road and set behind a tarmac forecourt and is located centrally within the popular town of Sutton Coldfield circa. 200 metres from the town centre.

Dimensions:

Up and over door accessing Garage: 4.86 mtrs long x 2.44 mtrs wide.

Leasehold Information:

Lease Term: 99 years (less 3 days) from 25th March 1963.
Ground Rent: £5.00 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



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LOT 37

Freehold Vacant Three Bedroom House

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

52 Rosefield Road, Smethwick, West Midlands B67 6DX

Property Description:

A mid-terrace property of part 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. Rosefield Road is located off Church Road and the property itself is located between the junctions of Edward Road and Watery Lane

Outside:

Walled foregarden
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

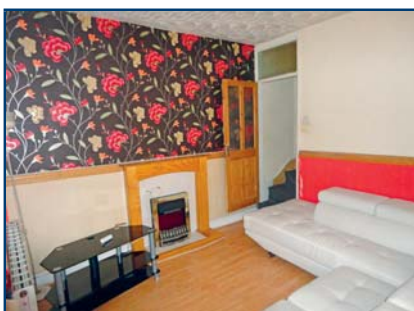
Accommodation:

Ground Floor

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

First Floor

Stairs and Landing, 3 Bedrooms



LOT 38

Freehold Plot of Land with Consent for Two Bedroom Bungalow

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

Land r/o 58 Brownhills Road, Norton Canes, Cannock, Staffordshire WS11 9SE

Property Description:

A parcel of Freehold land held on two separate Titles and comprising a building plot, having current planning consent for the erection of one detached two bedroom bungalow. The land is located to the rear of 58 Brownhills Road and the access to the plot is located directly off a public car park which leads off Burntwood Road adjacent to a Co-Op supermarket.

Norton Canes comprises of a small town located approximately one mile to the north of the A5 Watling Street, three miles to the east of both the M6 Toll Motorway and Orbital Retail Park and approximately four miles to the east of Cannock Town Centre.

Planning:

Planning consent for residential development of a two bedroom bungalow and associated amenity (Application No. CH/17/011) was granted by Cannock Chase District Council dated 29 May 2017 and an additional consent was granted thereafter following an appeal decision Ref. APP/X3405/W/19/3223036 dated 24th June 2019, in relation to the construction of a garage and access associated with the development (Application Ref. CH/18/358), whereby it is proposed that the development would have vehicular access from the rear Public Car Park. All interested parties must satisfy themselves in relation to the site access. The plans approved with the appeal detailed the following accommodation:

Proposed Accommodation:

Entrance Hall, Living Room with open plan Kitchen, Two Bedrooms, Bathroom with bath, wash basin and wc.

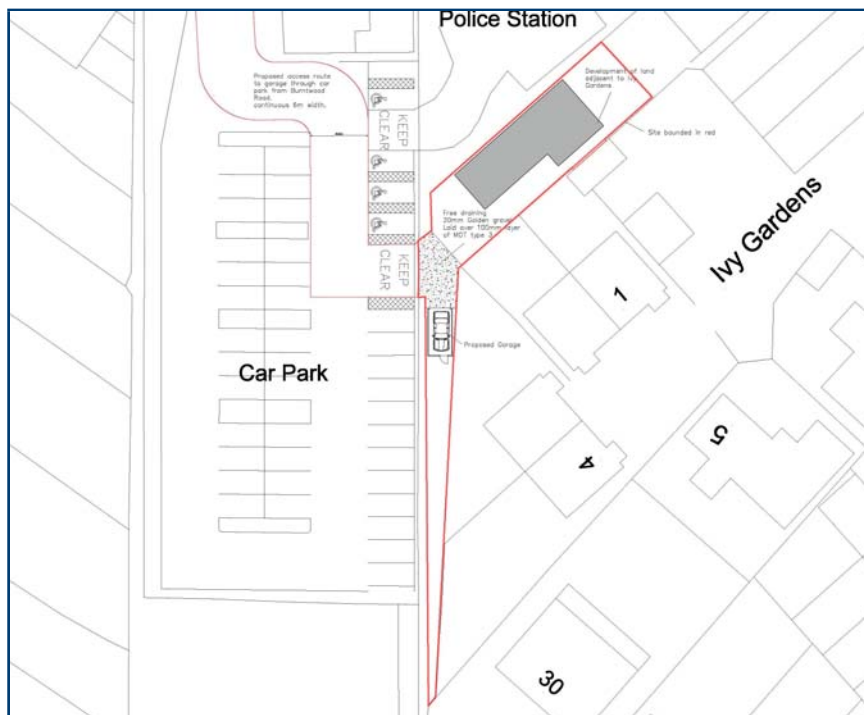
Outside:

Gardens, garage and off-road car parking.

A copy of the planning consent is available from the Auctioneers or by visiting Cannock Chase District Council Planning Website.

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

Viewings: External Only.



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



Plot Frontage to car park



LOT 39

Freehold Land with Potential (0.19 Acres)

*Guide Price: £110,000 - £120,000 (+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 expired 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 expired on the 30th November 2019

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



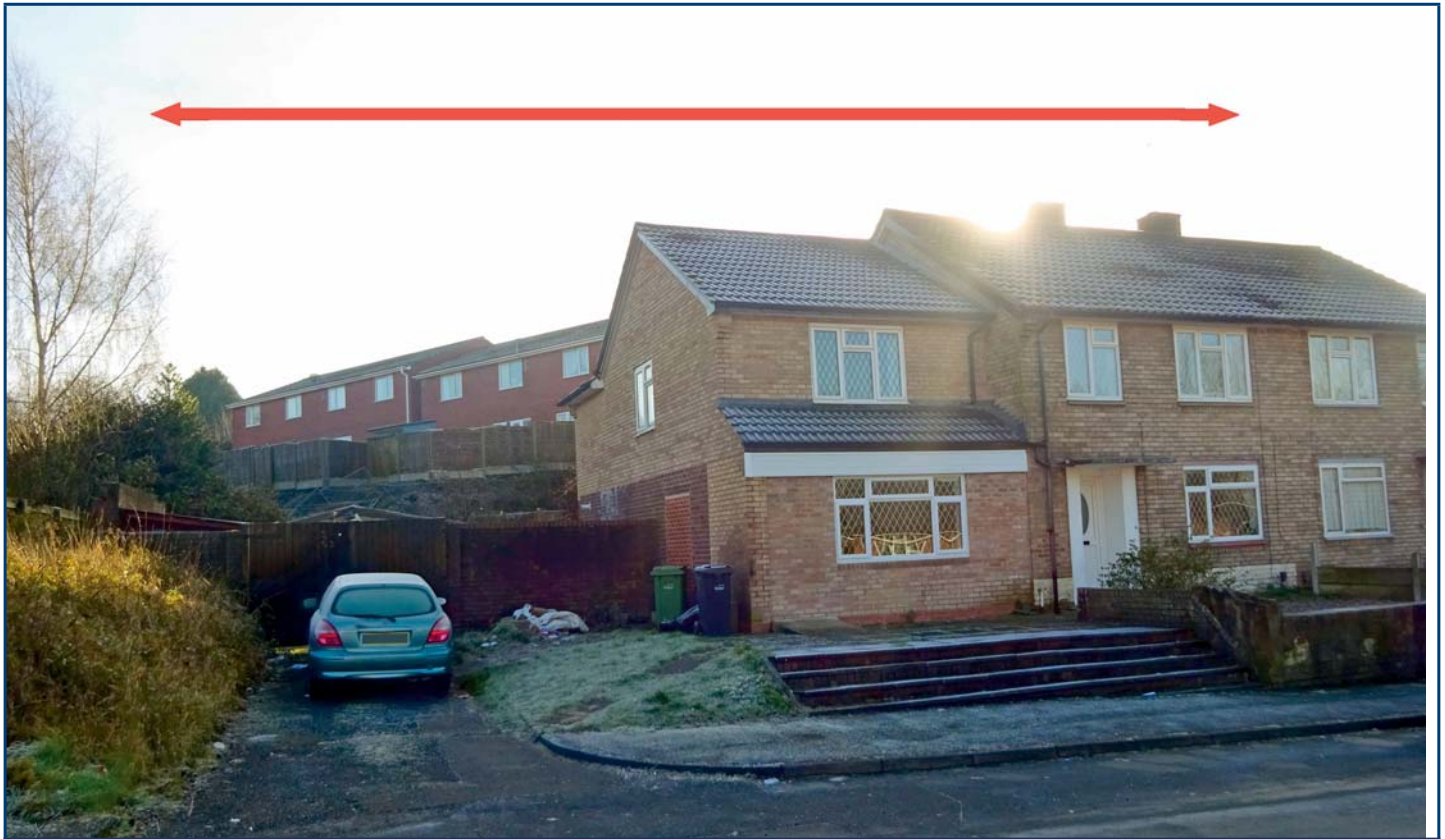
This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries

LOT 40

Freehold Vacant Six Bedroom Property with Potential

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

12 Wells Road, Brierley Hill, West Midlands, DY5 3TD



Property Description:

A substantial six bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a foregarden and situated adjacent to a driveway and land providing off road parking and access to garage. The property benefits from having substantial accommodation including three lounges and six double bedrooms, UPVC double glazing and gas fired central heating. Wells Road is located off Moor Street and the property is within approximately half a miles distance form Merry Hill Shopping Centre

Planning:

The current owners have been in discussions with Dudley Council regarding pre-planning application advice for a three bedroom detached property located at the side of the existing building and received a positive response. A copy of the Plans and response to enquiries are available to view on the Legal Pack.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Rear Lounge, Kitchen, Store Room, Pantry Room and WC (boiler and plumbing for washing machine), Stairs

First Floor

Having 6 Bedrooms, Shower Room with shower cubicle, WC and wash basin, Separate WC, Bathroom having panelled bath, wash basin and store

Outside:

Front Garden

Rear and Side Garden and access to garage

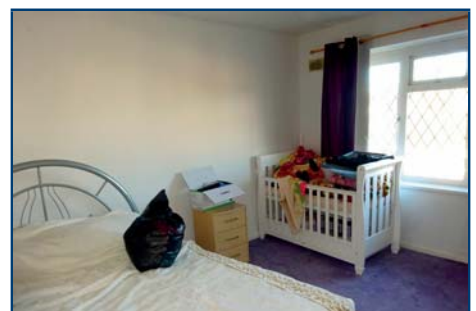
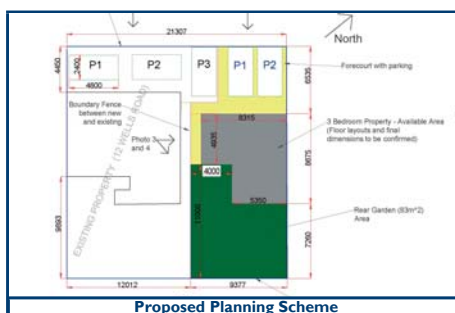
Legal Documents:

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 41
Freehold Vacant Takeaway Premises with Large Self-Contained Flat

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

50 & 50A High Street, Brierley Hill, West Midlands, DY5 3AW

Property Description:

A substantial, part three storey part two storey end terraced property of brick construction surmounted by a pitched tile clad roof, extending substantially to the rear and comprising of a large ground floor takeaway premises with customer seating area along with a four bedroom flat to the upper floors.

The property provides excellent investment potential, each unit being separately metered with gas fired central heating systems and the flat benefits from UPVC double glazing.

The property directly fronts Brierley Hill High Street, surrounded by a wide range of retail services and amenities and is situated virtually opposite Mecca Bingo.

Accommodation:
Ground Floor
Retail Unit/Takeaway

Hot Food Takeaway: 36.5sq.mtrs (392sq.ft) , customer waiting and dining area, opening to Kitchen: 21.41sq.mtrs (230sq.ft),

Preparation Room: 9.25sq.mtrs (99sq.ft) with side entrance door, Staff Toilet with wc and wash basin.

Flat 50A High Street

Side Entrance and Stairs

First Floor

Landing, Bedroom One (double), Bedroom Two (double), Bathroom with shower enclosure, panelled bath, pedestal wash basin and wc, Dining Kitchen, Inner Hall, Lounge

Second Floor

Stairs and Landing, Bedroom Three (large double), Bedroom Four (double).

Outside:

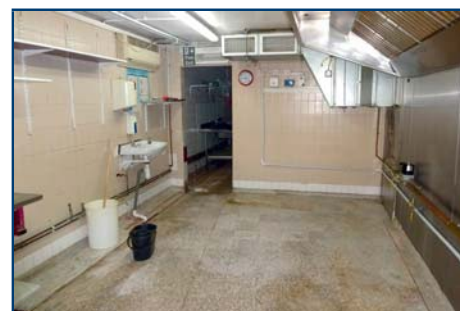
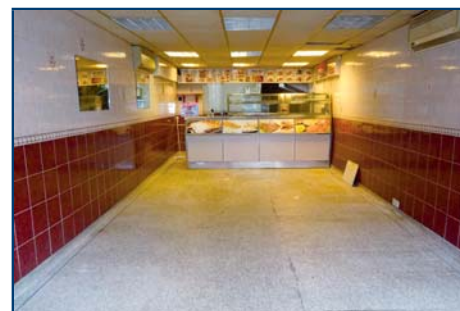
Shared pedestrian side access to rear yard.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 42

Freehold Off-Licence and Flat Investment (Rental Income: £20,200 p.a.)
 *Guide Price: £220,000 - £250,000 (+Fees)

290 Mary Street, Balsall Heath, Birmingham, West Midlands, B12 9RJ



Property Description:

An Investment opportunity comprising of a long established ground floor Off-Licence with self-contained flat occupying the first and second floors, prominently located at the junction of Mary Street and George Street.

The property is of three storey traditional brick construction with pitched slate clad roof and enjoys a retail frontage to both streets.

The flat provides well laid out accommodation and benefits from four bedrooms, gas fired central heating and UPVC double glazed windows.

The property forms part of the suburb of Balsall Heath containing a wide range of residential properties and is on the border of Moseley with Moseley Centre being within approximately half a mile distance.

Tenancy Information:

The property is currently full let as follows:

Ground Floor: Let on a lease for a term of 19 years commencing on 28th March 2013 and expiring on 12th November 2032 at a rental of £13,000 per annum on full repairing and insuring terms with provision for rent reviews every third anniversary.

Flat 290: Let on a Periodic Shorthold Tenancy at a rental of £600 per calendar month (£7,200 per annum).

Total Rental Income: £20,200 per annum Ground Floor

Accommodation

Retail Shop: 42.98 sq m (462 sq ft), Lobby with access to a large cellar (Not Inspected), Store Room and Staff Toilet.

First Floor

External stairs from George Street to Flat 290. Entrance Hall, Kitchen, Toilet with wash basin and wc, Landing, Lounge, Two Double Bedrooms.

Second Floor

Stairs to Bedroom Three (Single), Bedroom Four (Double), Bathroom with bath having shower over, wc and wash basin.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 43

Freehold Investment Property (£7,800 per annum)

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

88 High Road, Willenhall, West Midlands WV12 4JQ

Property Description:

An extended three bedroom semi-detached house of rendered brick construction surmounted by a tiled roof set back from the road behind a fore garden and driveway allowing for off road parking and access to garage. The property benefits from having UPVC double glazing, gas fired central heating and has a single storey extension to the rear. The property is located on High Road (A462) close to the junction with both Greadier and Bentley Lane. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £650 pcm (£7,800 per annum)

Accommodation:
Ground Floor

Entrance Porch, Entrance Hallway, Through Lounge, Kitchen, Stairs

First Floor

Landing, 3 Bedrooms and Bathroom having corner bath, wash basin and WC

Outside:

Front Foregarden and driveway allowing for off road parking and access to garage

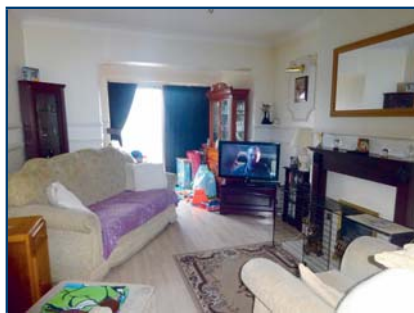
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 44

Long Leasehold Vacant Possession (993 years remaining)

*Guide Price: £175,000 - £185,000 (+Fees)

Flat 9 Ingoldsby Court, 68 Wake Green Road, Moseley, B13 9PT

Property Description:

A large three bedroom ground floor apartment with direct access to the south facing residents' garden at the rear. The property is set back from the road, behind a lawned foregarden and an in-out driveway and is part of a conversion of a substantial Victorian house and is one of 3 apartments in the side extension adjacent the main house, and having a single garage at the rear.

The property is situated in the section of the road between St Agnes Road and Yardley Wood Road, being well located for access to Moseley Village centre with its shops and amenities.

On completion the purchaser will be granted shares in the management company, who also own the freehold.

Accommodation
Ground Floor

Entrance Lobby (with secure door entry), Hallway, Living Room, Fitted Kitchen, 3 double bedrooms, Bathroom having panelled bath, separate shower cubicle, Separate WC

Outside:

Front Lawned Foregarden, in & out driveway

Back Lawned Garden, Garage Block

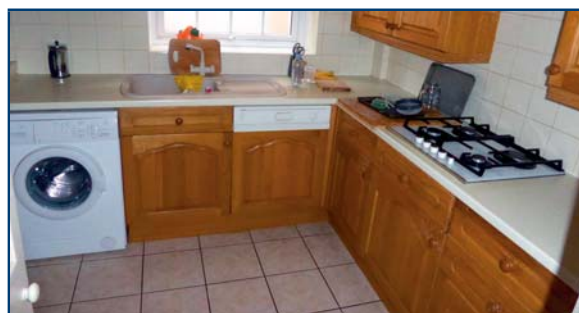
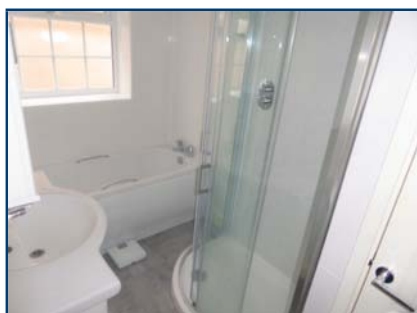
Leasehold Information

Term : 999 years from and including 25 March 2014

Service Charge & Ground Rent : Refer to Legal Pack

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

Viewings – Via Cottons – 0121 247 2233



LOT 45

Freehold Vacant Retail Premises in Prominent Location

*Guide Price: £150,000 - £160,000 (+Fees)

51 Harbrough Road, Kingsthorpe, Northampton, Northamptonshire, NN2 7SH



Property Description:

An end terrace two storey retail premises of traditional brick construction, surmounted by a pitched roof having a substantial single storey extension to the rear, along with additional covered external storage.

The property benefits from a large ground floor retail area/showroom, previously occupied as a Pet Store having storage to both the first floor and rear.

The property benefits from part gas-fired central heating, part UPVC double glazed windows and rear access which leads off Norton Road. The property may have scope for sub-division of the ground floor utilising the rear access and conversion of the first floor accommodation to form a separate self-contained flat (all subject to necessary planning consent).

The property is located in the popular District of Kingsthorpe and directly fronts the busy Harbrough Road at the busy junction with Welford Road, forming part of the neighbourhood shopping centre which includes a wide range of retail shops and takeaways/restaurants and in particular, is situated virtually opposite a Waitrose supermarket.

Harbrough Road (A508) provides direct access to Northampton Town Centre, being located within approximately one and a half miles to the south.

Accommodation:

Ground Floor

Retail Shop with large rectangular retail area: Gross Internal Area: 91.96 sq m (989 sq ft) with Cellar access: Not Inspected. External covered storage: 57.77 sq m (619 sq ft), including steel container unit. Rear gated access to yard leading directly off Norton Road.

First Floor

Stairs and Landing, Room 1: 13.62 sq m (146 sq ft), Inter-communicating Room: 4.38 sq m (47 sq ft), Room 2: 9.4 sq m (101 sq ft), Toilet with wash basin and wc, Kitchen: 6.65 sq m (71 sq ft).

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

BK Bruton Knowles



LOT 46

Freehold Investment Opportunity (Rental £32,000 per annum)
 *Guide Price: £300,000 - £330,000 + 20% VAT (+Fees)

Signal House Baltimore Road, Great Barr Business Park, Great Barr, Birmingham, West Midlands, B42 1DY


Property Description:

The property comprises of a two storey brick built office building surmounted by a hipped tile clad roof set back from the road behind a tarmacadam covered car park area. The premises have been constructed as two separate semi-detached office units benefiting from their own front door entrances. The property benefits from having double glazing and electric heating and is offered for sale in a presentable condition.

The property is in single occupancy with internal interconnecting access via secure keypad doors however it was designed and built with a possible view to it being divided into four difference office suits each with their own disabled WC and kitchenette.

The property is currently let on a Lease for a term of 6 years from the 30th of October 2019 producing an annual rental of £32,000 and the current tenants have been in occupation for in excess of 10 years

Great Barr Business Park is located on Baltimore Road which in turn is found off both Rocky Lane and Lavendon Road

Accommodation:
Ground Floor
Right Hand Entrance

Communal Entrance, Main Office Area 81.9 sq.mtrs (881 sq.ft), WC 5.9 sq.mtrs (63 sq.ft), Kitchen 2.5 sq.mtrs (27 sq.ft), Store Room 2.7 sq.mtrs (29 sq.ft), Stairs

First Floor

Main Office 82.5 sq.mtrs (889 sq.ft), Kitchen 2.4 sq.mtrs (26 sq.ft), WC 4 sq.mtrs (43 sq.ft), Store 2.4 sq.mtrs (26 sq.ft)

Ground Floor
Left Hand Entrance

Communal Entrance, Main Office Area 81.9 sq.mtrs (881 sq.ft), WC 5.9 sq.mtrs (63 sq.ft), Kitchen 2.5 sq.mtrs (27 sq.ft), Store Room 2.7 sq.mtrs (29 sq.ft), Stairs

First Floor

Main Office 82.5 sq.mtrs (889 sq.ft), Kitchen 2.4 sq.mtrs (26 sq.ft), WC 4 sq.mtrs (43 sq.ft), Store 2.4 sq.mtrs (26 sq.ft)

Outside:

16 Car Park Spaces

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

Viewings: via Cottons

BK Bruton Knowles



LOT 47

Freehold Vacant Four Bedroom Semi-Detached House

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

8 Philip Road, Halesowen, B63 4EL

Property Description:

A four bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned garden and paved driveway providing off road parking. The property does require some modernisation.

The property benefits from having UPVC double glazing, gas fired central heating and a newly fitted bathroom to the first floor.

Philip Road is situated approximately 0.5 miles away from the Stourbridge Road (A458) and the property is located approximately one mile to the west of Halesowen Town Centre.

Ground Floor

Hallway, WC having wash basin, Kitchen, Living Room, Bedroom (Double) with en-suite Wet Room

First Floor

Stairs and Landing, Bedroom (Double), Bedroom (Double), Bedroom (Single), Bathroom

Outside:

Front Lawned foregarden and driveway

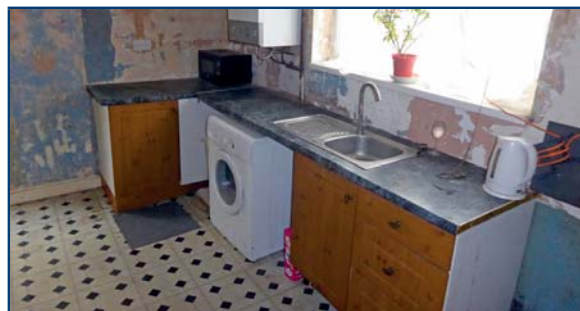
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 48
Freehold Vacant Mid Terraced House with Three Bedrooms

*Guide Price: £35,000 - £40,000 (+Fees)

By Instruction of the Mortgagees in Possession
25 Broxtowe Drive, Mansfield, Nottinghamshire NG18 2JF
Property Description:

A traditional mid terraced house of part rendered brick construction, surmounted by a pitched slate clad roof, benefitting from three double bedrooms, part UPVC double glazed windows, but requiring complete repair and modernisation throughout.

Broxtowe Drive forms part of an established residential area and is located directly off Rock Hill (A6191), conveniently within less than half a mile to the south east of Mansfield Town Centre.

Mansfield is located approximately 15 miles to the north of Nottingham and five miles to the east of the M1 Motorway (Junction 28).

Accommodation

Ground Floor: Front Reception Room, Rear Reception Room opening to Breakfast Kitchen, Rear Lobby/Entrance Hall, Bathroom with bath having shower attachment, pedestal wash basin and wc.

First Floor: Stairs and Landing, Bedroom One (Double), Bedroom Two (Double).

Second Floor: Attic Bedroom (Double).

Outside:

Front: Small walled foregarden.

Rear: Yard with store and shared pedestrian access.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233


LOT 49
Freehold Vacant Mid Terraced House with Three Bedrooms

*Guide Price: £35,000 - £40,000 (+Fees)

By Instruction of the Mortgagees in Possession
27 Broxtowe Drive, Mansfield, Nottinghamshire NG18 2JF
Property Description:

A traditional mid terraced house of part rendered brick construction, surmounted by a pitched slate clad roof, benefitting from three double bedrooms and part UPVC double glazed windows, but requiring complete repair and modernisation throughout.

Broxtowe Drive forms part of an established residential area and is located directly off Rock Hill (A6191), conveniently within less than half a mile to the south east of Mansfield Town Centre.

Mansfield is located approximately 15 miles to the north of Nottingham and five miles to the east of the M1 Motorway (Junction 28).

Accommodation
Ground Floor

Through Lounge/Dining Room, Kitchen, Utility Room/Breakfast Room.

First Floor

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

Second Floor: Attic Bedroom (Double).

Outside:

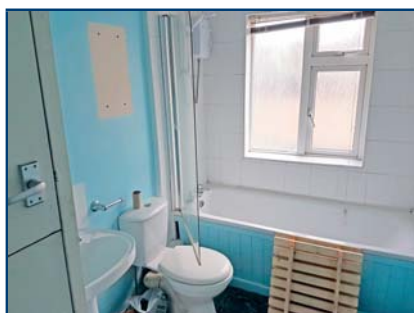
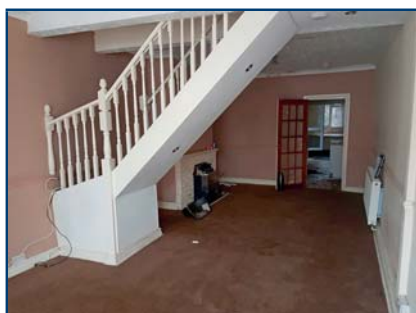
Front: Small walled foregarden.

Rear: Yard with store and shared pedestrian access.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 50

Leasehold Vacant First Floor Maisonette with Two Bedrooms

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

16 Avalon Close, Erdington, Birmingham, West Midlands B24 9JY

Property Description:

A first floor maisonette forming part of a well-established and popular residential area off Holly Lane. The property provides well laid out accommodation and benefits from gas central heating, UPVC double glazing, however in need of some modernisation and upgrading.

Avalon Close is located off Holly Lane, close to its junction with Moor End Lane, and is conveniently within half a mile from Erdington High Street and Erdington Railway Station is less than a mile away.

Lease Information:

The property is Leasehold for a term of 99 years (less 3 days) from 8th January 1965 at a fixed Ground Rent of £35 per annum.

Accommodation:

Ground Floor

Entrance lobby with staircase to first floor.

First Floor

Hallway with store off housing gas central heating boiler, spacious front-facing Lounge, Kitchen, Two Double Bedrooms and Bathroom with bath having shower over, wash basin and wc.

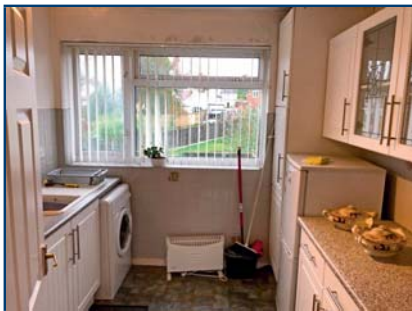
Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

NRT

PROPERTY CONSULTANTS



LOT 51

Leasehold Vacant Possession

*Guide Price: £60,000 - £70,000 (+Fees)

Flat 12 Valentine Court, 17 Valentine Road, Moseley, Birmingham, B14 7AN

Property Description:

A third floor one bedroom apartment on Valentine Road situated on the boarder of Moseley and Kings Heath.

The property has well maintained mature gardens and benefits from off road vehicular parking, gas central heating and part double glazed external windows. The property also benefits from having a garage located in the block on site.

Accommodation:

Ground Floor

Secure Door Entry System Leading to Communal Area and Stairs

Third Floor

Entrance Hall, Bathroom having panelled bath with electric shower over, Fitted Kitchen

Lounge/Dining area, Double Bedroom having built in store/wardrobes

Outside:

Front: Communal Lawned Gardens

Rear: Communal Lawned Gardens, Car Park, Garage Block

Leasehold Information

Term: 99 years from 29th September 1972

Rent: £28

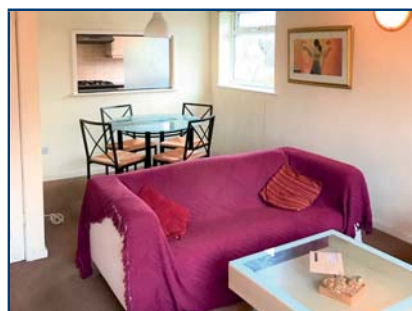
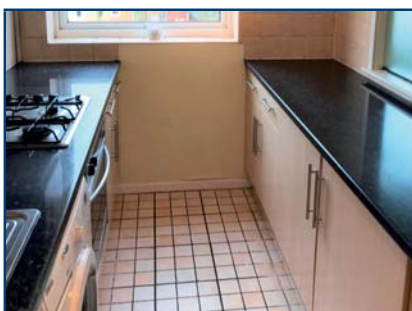
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 52

Freehold Vacant Restaurant Premises with Potential for Alternative Use

*Guide Price: £130,000 - £150,000 (+Fees)

By Instruction of the Joint LPA Receivers

191-193 Wells Road, Malvern, Worcestershire, WR14 4HE



Property Description:

A two storey traditional built commercial premises surmounted by a pitched tile clad roof and comprising of two former dwelling houses known as 191 and 193 Wells Road which have been merged to provide the existing accommodation.

The property directly fronts Wells Road (A449) and is approximately one mile to the south of Great Malvern and forms part of a well-regarded and popular residential area containing a mix of traditional and bespoke dwellings.

The property benefits from part UPVC double glazed windows, gas fired central heating, sizeable basement providing kitchen accommodation and living accommodation to the first floor.

Planning

Records existing on Malvern Hills District Council Planning Website state that the property has been a restaurant since at least 1981 and the property was granted a Certificate of Lawfulness for an existing use of the premises as a restaurant on the 3rd June 2005 (Ref: 05/00708/CLE).

The property may be suitable for alternative uses including conversion to residential and all interested parties should contact the Planning Department at Malvern Hills District Council with any proposals which they may have prior to bidding.

Accommodation:

Ground Floor

Reception Hall: 4.13 sq m (44 sq ft) with dumbwaiter, Private Dining Room: 10.2 sq m (110 sq ft), Main Restaurant Area with Bar: 35.44 sq m (381 sq ft) with Customer Waiting Area and 24 covers, Basement: 24.39 sq m (262 sq ft) including Kitchen/Preparation Room, Two Store Rooms,

Side Hallway leading to side entrance door, Utility Room and Staff wc with wash basin.

First Floor

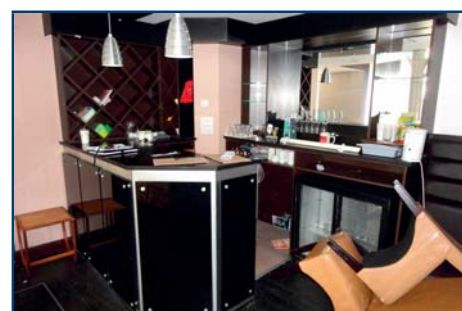
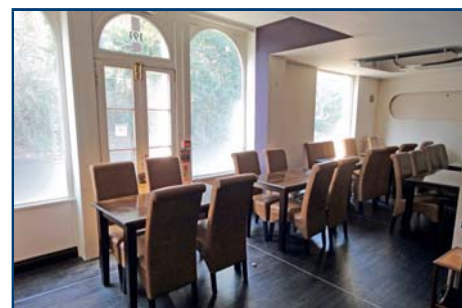
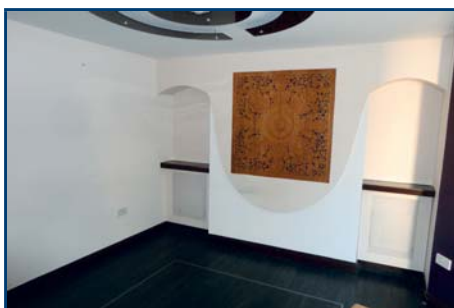
Stairs and Landing from Restaurant to Ladies and Gents Customer Toilets.

Living Accommodation:

Stairs and Landing from Reception Hall to Bedroom One (Double), Bedroom Two (Double), Shower Room with glazed shower, wc and pedestal wash basin.

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

Viewings: Via Cottons - 0121 247 2233



LOT 53

Freehold Vacant Semi Detached Dormer Bungalow occupying Large Plot *Guide Price: £240,000 - £260,000 (+Fees)

114 Clarence Road, Four Oaks, Sutton Coldfield, West Midlands, B74 4AU



Property Description:

A substantial semi detached dormer bungalow of traditional rendered brick construction, surmounted by a pitched tile clad roof, occupying a substantial plot extending to circa 0.27 acres and located in the highly regarded residential area of Four Oaks.

The property is set back from the road behind a tarmacadam driveway with dual entrance and benefits from extensive rear lawned garden.

The family accommodation is arranged around a large lounge area including potential for four bedrooms and requires complete refurbishment and modernisation throughout. Alternatively, the property provides scope for reconfiguration of the existing layout or re-development taking advantage of the extensive rear garden.

The property is situated opposite Grounds Road and Clarence Road leads directly between Rosemary Hill Road and Belwell lane and the property is conveniently within half a mile from Sutton Park and approximately two miles to the north of Sutton Coldfield Town Centre.

Accommodation:

Ground Floor

Reception Hall, Bathroom with panelled corner bath having electric shower over, vanity wash basin, wc, Cloakroom, Kitchen with range of units, Dining Room, Pantry, Boot Room/Utility, Tandem Garage, Large Lounge, Bedroom One (Double) with En-Suite Shower Room having glazed shower enclosure, pedestal wash basin and wc, Sitting Room (potential Bedroom), Bedroom Two (Single).

First Floor

Stairs and Landing, Bedroom Three (Double), Loft Room/potential Bedroom 4 (Double) with restricted access and inter-communicating store room.

Outside:

Front: Tarmac sweep driveway with dual entrance leading to Garage.

Rear: Extensive rear garden with patio/yard and large lawn with rear vegetable plot.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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PROXY & TELEPHONE BIDDING

We can arrange to set up Telephone or Proxy Bids, if you are unable to attend the Auction.

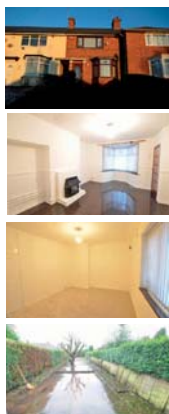
Please contact the Auction Team on
0121 247 2233

For further details and Terms & Conditions

Investment & Development Opportunities For Sale By Private Treaty For Further Information Call 0121 247 4747

44 Woodhouse Road, Quinton, B32 2DH

Vacant Freehold Property: Offers in the Region of £144,950



A WELL PRESENTED terrace home in a HIGHLY DESIRABLE LOCATION in QUINTON on the OUTSKIRTS OF HARBORNE. Viewings VITAL to appreciate size and accommodation on offer. Having THREE BEDROOMS and CONSERVATORY, this ideal first time purchase comprises; front fore garden, hallway, living room, kitchen, downstairs bathroom, conservatory, three bedrooms and easy maintenance garden. Offered with NO UPWARD CHAIN. EPC Rating: E(54)

Land to the West Side of Brigg Road, Scunthorpe, DN16 1AX

Investment Opportunity: Offer in the Region of £17,500

A parcel of FREEHOLD land circa. 35.3sq m (380 sq ft) Containing a 48 Sheet Advertising hoarding, LET on a 7 YEAR LICENCE from 1st December 2019 generating an income of £1,500 per annum on a busy road (A1029).



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



Second Floor Studio - 7 The Lindens, Rotton Park Road, Edgbaston Birmingham

Investment with tenant in situation. £375pcm (£4,500 per annum) with potential scope for rent review. Circa. 63 year lease.



90a Midland Road, High Town, Luton, LU2 0BL

Investment Opportunity: Offers in the region of £107,500



A rectangular parcel of land circa. 70.1sq m with PLANNING PERMISSION for ERECTION OF TWO RETAIL UNITS after demolition of existing building.



Planning was granted 30th April 2018 by Borough of Luton (Application No. 18/00154/FUL).



Currently accommodating storage unit let on licence agreement generating an income of £2,000 per annum (with notice that can be served with one months notice).

**PRELIMINARY ANNOUNCEMENT
FOR SALE BY PUBLIC AUCTION ON WEDNESDAY 1ST APRIL 2020
A MOST PRESTIGIOUS FREEHOLD FORMER COUNTRY ESTATE
CIRCA 58.73 ACRES**

**KNOWN AS NEW BERRY HALL ESTATE,
HAMPTON LANE, SOLIHULL, WEST MIDLANDS**

Description

A large irregular shaped parcel of land extending to an area of circa 58.73 acres of predominantly woodland with pasture having access from both Hampton Lane (B4102) and Solihull Bypass (A41) located within less than one mile from both Solihull Town Centre and the M42 Motorway (Junction 5).

The site was formerly occupied by the Gothic style Victorian Mansion Known as New Berry Hall built in 1870, but left to become derelict and demolished in the early 1990's following a severe fire.

The footprint of the hall is still clearly evident and its remnants remain in situ.

Planning

The site is currently designated as Greenbelt Land however does contain clear evidence of the former New Berry Hall including a sizeable walled garden. All interested parties should discuss any planning related matters with the local planning department at Solihull MBC prior to bidding.

GUIDE PRICE: £2,500,000 - £3,000,000



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



New Berry Hall, Solihull, B91.
Built 1870.
Demolished 1990

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Energy Performance Certificate

The EPC for this property was commissioned on

03/01/2020

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



LOT 1

LOT 6

LOT 6

LOT 32

LOT 33

Energy Performance Certificate

The EPC for this property was commissioned on

04/02/2020

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



LOT 34

LOT 41

LOT 42

LOT 45

LOT 46



LOT 52

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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.

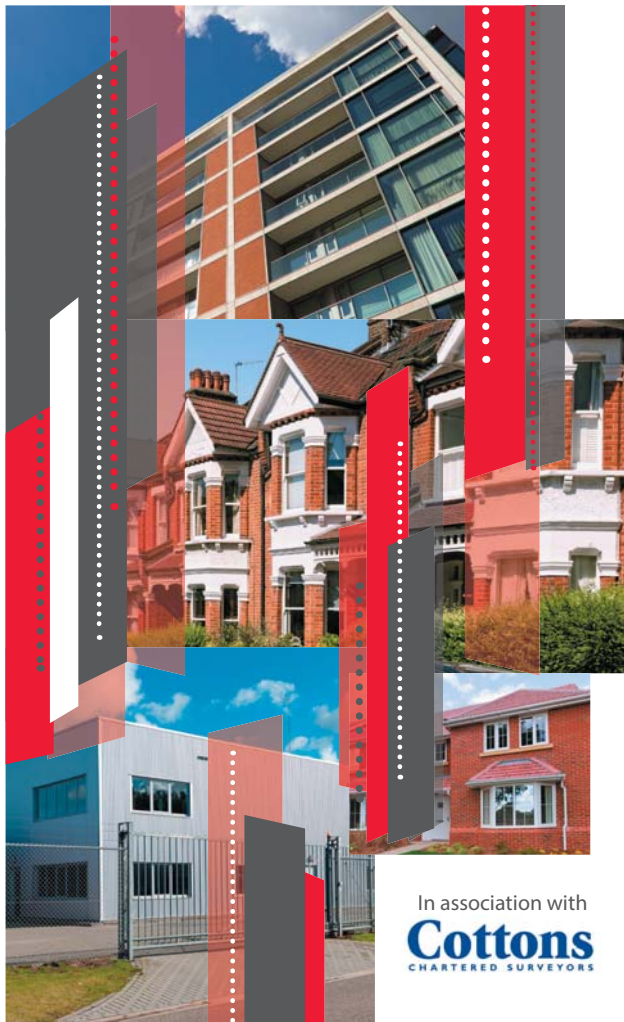
Telephone bids - Cottons will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non-connection or break down of the telephone link, Cottons accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred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



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