

15TH JULY 2021

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 15TH JULY 2021

Commencing at 3:00 PM

LOCATION

Our Auction will be broadcast live on-line
with bidding by Telephone, Proxy and Internet
Bidding only

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 47 LOTS

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Freehold Ground Rents & Land and Development Opportunities by instruction of a variety of Vendors including, Dudley MBC, Solicitors, Joint Property Agents, Companies and Private Clients.

Lot No.	Address	Tenure
1	347 Bearwood Road, Smethwick B66 4DB	Freehold Commercial Investment
2	353 Bearwood Road, Smethwick B66 4DB	Freehold Commercial Investment
3	355-357 Bearwood Road, Smethwick B66 4DB	Freehold Commercial Investment
4	359 Bearwood Road, Smethwick B66 4DB	Freehold Commercial Investment
5	361 - 361a Bearwood Road, Smethwick B66 4DB	Freehold Commercial Investment
6	363 Bearwood Road, Smethwick B66 4DB	Freehold Commercial Investment
7	51 Cape Hill, Smethwick B66 4SF	Freehold Commercial Investment
8	57 Cape Hill, Smethwick, B66 4SF	Freehold Commercial Investment
9	38 Shard End Crescent, Shard End, B'ham B34 7AB	Freehold Vacant Residential
10	344 Sheldon Heath Road, Garretts Green, B'ham B26 2RY	Freehold Vacant Residential
11	244 Bromley Lane, Kingswinford DY6 8TT	Freehold Vacant Residential
12	88 Greswolde Road, Sparkhill, B'ham B11 4DL	Freehold Vacant Residential
13	33-39 Langley High Street, Oldbury B69 4SN	Freehold Part-Vacant Commercial
14	10 Knightlow Road, Harborne, B'ham B17 8QB	Freehold Vacant Residential
15	Baptist Chapel, Temple Grafton, Alcester, Warks B49 6NS	Freehold Vacant Chapel
16	Flat 7 The Lindens, Rotton Park Road, Edgbaston, B'ham B16 9JH	Leasehold Residential Investment
17	2 Grasdene Grove, Harborne, B'ham B17 0LP	Freehold Vacant Residential
18	19 Beaumont Drive, Harborne, B'ham B17 0QQ	Freehold Vacant Residential
19	42 Lichfield Road, Walsall WS4 2DH	Freehold Vacant Residential
20	Apt. 57 Arena View, 30 Clement Street, B'ham B1 2SL	Leasehold Residential Investment
21	101 The Hemisphere, 15 The Boulevard, Edgbaston, B'ham B5 7SU	Leasehold Residential Investment
22	13 Ballard Road, Dudley DY2 9EY	Freehold Vacant Residential
23	1069 Warwick Road, Acocks Green, B'ham B27 6QT	Freehold Hotel Premises
24	47a Middleton Hall Road, Kings Norton, B'ham B30 1AF	Freehold Hotel Premises
25	42 Stanmore Road, Edgbaston, B'ham B16 9TA	Freehold Vacant Residential
26	39 Sandon Road, Edgbaston, B'ham B17 8DR	Freehold Vacant Residential
27	76 Highview Street, Dudley DY2 7JS	Freehold Vacant Residential
28	11 Eltham Grove, Kingstanding, B'ham B44 0QQ	Freehold Vacant Residential
29	59 Greenwood Place, Kingstanding, B'ham B44 0JF	Freehold Vacant Residential
30	15 Norton Crescent, Dudley DY2 9NJ	Freehold Vacant Residential
31	94 Church Road, Perry Barr, B'ham B42 2LF	Freehold Vacant Residential
32	Plot 39 South Wroxall, Bradford-on-Avon BA15 2RZ	Freehold Land
33	Plot 40 South Wroxall, Bradford-on-Avon BA15 2RZ	Freehold Land
34	113 Scraptoft Lane, Leicester LE5 2FE	Freehold Vacant Residential
35	235 Westminster Road, Handsworth, B'ham B20 3NB	Freehold Residential Investment
36	Moose Centre, Woodward Street, West Bromwich B71 4AP	Freehold Vacant Commercial
37	Fgr 54 Mayswood Grove, Quinton, B'ham B32 2RQ	Freehold Ground Rent
38	Fgr 72 Mayswood Grove, Quinton, B'ham B32 2RQ	Freehold Ground Rent
39	Fgr 21 Hansom Road, Quinton, B'ham B32 1NY	Freehold Ground Rent
40	Fgr 55 Lindsworth Road, Kings Norton, B'ham B30 3RP	Freehold Ground Rent
41	Fgr 153 Quinton Road West, Quinton, B'ham B32 2RJ	Freehold Ground Rent
42	Land & Bldg Adj. 43 Enville Road, Kingswinford DY6 0NL	Freehold Vacant Development
43	17 Fairfax Road, Sutton Coldfield B75 7JX	Freehold Vacant Residential
44	Flat 113 Cleveland Tower, Holloway Head, B'ham B1 1UD	Leasehold Vacant Residential
45	46 Mason Street, West Bromwich B70 9NN	Freehold Vacant Residential
46	26 Graham Road, West Bromwich B71 4ED	Freehold Vacant Residential
47	66 Langstone Road, Dudley DY1 2NJ	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,
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.

IMPORTANT NOTICE

This is a Live Online Auction.

The auction will go ahead with all bidders able to carry out telephone, proxy or internet bids to secure their purchases, however it will be held behind closed doors with no public attendance.

You must submit your telephone, proxy or internet bid by completing the form contained on Page 7 of this catalogue and also on our website, providing ID documents, proof of funds and then the required Bidding Security payments of £5,950, which shall be fully refunded in the event your bid is unsuccessful.

All Bidding Registrations should be received no later than 5.30 pm on Tuesday 13th July 2021 to allow sufficient time for processing. Please don't leave it too late.

Telephone Bids will be strictly on a first come first served basis.

To discuss any matter please contact the Auction Team on 0121 247 2233

**COVID – 19
AUCTION UPDATE**

In line with the Government's latest advice, we have taken the decision to broadcast our next Auction on Wednesday 15th July 2021, live online commencing at 3:00 PM.

The auction will go ahead with all bidders able to carry out telephone, proxy or internet bids to secure their purchases, however it will be held behind closed doors with no public attendance.

You must submit your telephone, proxy or internet bid by completing the form contained in both our catalogue and our website, providing certified ID documents, proof of funds and the required payment which shall be refunded in the event your bid is unsuccessful. Once you submit your form, a member of our team will call you back to confirm your bidding approval. Any incomplete forms or forms not accompanied with required documentation will not be processed and you will be unable to bid.

Our Auctioneer, Andrew Barden, will conduct the Auction as normal and you will be able to watch and listen to him in real time via the 'watch live' feed on our Website.

The safety and health of our clients, customers and staff is our primary focus and due to these unprecedented times, we felt this was the only responsible course of action to take, whilst continuing to deliver a fully interactive auction experience for all those involved.

We are committed to providing the high level of service that our clients and customers expect and have a comprehensive phone and email system which allows our staff to work remotely if needed and stay connected during every step of the auction process.

Auction Appraisal/Valuations

Throughout this period of social distancing, whilst we are able to meet you and inspect your property, we are also offering Virtual Market Appraisals in order to provide our opinion on suitable Guide & Reserve prices for your property. Even without stepping inside your property, we can provide a Desktop Appraisal using our vast experience and knowledge of selling similar properties and access up-to-date market information along with our large database of historic property prices to give you a very accurate idea of how much your property could be sold for by auction. To assist us we shall require the property address, tenure, approximate size, list of rooms, condition, current rental/lease terms (if applicable) and would require to use one of the following methods to appraise your property:

1. Live video walk-through: We will provide you with a video conference link so that you can show us around your property.
2. Recorded walk-through: Just send us a Walk Through video including interior/exterior of your property.
3. Telephone appraisal: We can set up a telephone appointment to talk about your property in detail.

Viewings

In accordance with Government Advice any Viewings will be conducted with full regard to social distancing and protecting the safety of our staff and customers at all times.

It is intended that viewings will take place where possible on the vacant properties contained in our catalogue and a schedule will be produced and uploaded to our website. The viewing schedule will contain dates/times when we will conduct viewings along with guidelines which must be strictly adhered to by all persons attending. Viewings of investment properties are by courtesy of the tenants in occupation and no attempt should be made to contact the tenants directly in the event that access is unavailable. We have included on our website a comprehensive schedule of photos for each property along with internal video tours where possible. Please do not attend any viewings if you are suffering from any potential symptoms of Covid - 19 or have been in contact with any persons suffering from symptoms.

Completion Dates

Please check the legal documents (when available) as some sellers have agreed to offer their properties with extended completion dates to assist with any unforeseen delays due to current circumstances.

We will endeavour to keep all our customers updated with any further changes to our operation via our website and social media channels. If you have any further questions, please do not hesitate to contact us on 0121 247 2233 or auctions@cottons.co.uk.

In these unprecedented times of uncertainty, we will always strive to offer our clients and customers the highest possible service available and adapt to the difficult and changing circumstances faced by us all. We thank you in advance for your continued support and understanding and look forward to the time when normality returns. Until then our thoughts are with all those affected by Coronavirus both in the UK and around the world along with our heroic NHS Doctors, Nurses and Staff.

Please Stay Safe

Best Wishes

Cottons Auction Team

Covid-19 Auction Viewing Guidelines

In accordance with the most recent up to date Government Advice all Auction Viewings will be conducted with full regard to social distancing and protecting the safety of our staff and customers at all times.

Please do not attend any viewings if you are suffering from any potential symptoms of Covid - 19 or have been in contact with any persons suffering from symptoms.

In the first instance prospective purchasers must express their interest in a property by registering on our website to receive the Legal Documents along with viewing the video tours and the internal images available on our Online Catalogue.

Thereafter, you should register your details with us if you intend to view a property. A viewing schedule will be published containing viewings for each property (where applicable). You will be given an allocated viewing timeslot of 5 or 10 minute intervals. We will try and accommodate all internal viewing requests.

On Arrival we shall require your name and telephone number to check you have pre-registered to view. You will be prevented from viewing if this information is not provided or if you have not pre-registered.

You must wear a face covering while viewing. Hand sanitizer will be available on site.

We thank you in advance for your co-operation and apologise if we are unable to accommodate everyone. Please arrive promptly for your appointment. Queuing at a property must be avoided. Please adhere to social distancing while you are at the property and request that you are patient and respectful of any persons in front of you.

Please do not attend any viewings if you are suffering from any potential symptoms of Covid - 19 or have been in contact with any persons suffering from symptoms.



Live Online Auction Buying Guide

INTRODUCING COTTONS ONLINE AUCTIONS

Our Live Online Auction is a new, innovative and pioneering platform for buying and selling property. It provides all the benefits synonymous with traditional room auctions, including: speed, certainty of sale and transparency but with the added advantage of being able to bid pressure-free from the comfort of your own home or office via the Internet, telephone or using a pre authorised proxy bid in order to secure a purchase. The auction will be held behind closed doors with no public attendance and whereby our Auctioneer's, will conduct the Auction as normal and you will be able to watch and listen to the sale in real time via the 'watch live' stream on our Website.

A STRAIGHTFORWARD PROCESS FROM START TO FINISH WITH STRESS-FREE BIDDING FROM THE COMFORT OF YOUR OWN HOME OR OFFICE

REGISTRATION

We offer a remote bidding services as follows:

- **By telephone** - we will call you from the auction room
- **By proxy** – the auctioneer bids on your behalf
- **By Internet** - follow the auction via our website and place bids online

In order to take part and bid at our Live Online Auction, you must submit your telephone, proxy or internet bid by completing the form contained in both our catalogue and our website, providing ID documents, proof of funds and the required payment all of which shall be refunded in full in the event your bid is unsuccessful. Once you submit your form, a member of our team will call you to guide you through the process, ensuring all ID documents satisfy our Anti Money Laundering checks and taking payment of your bidding security and once completed they will confirm your bidding approval. All internet bidders will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day. Unfortunately, any incomplete forms or forms not accompanied with the required documentation or payment will not be processed and you will be unable to bid.

ACCEPT TERMS

By completing your Bidding registration form you are deemed to accept all terms & conditions contained in both the auction catalogue and contents of the legal pack applicable to the lot you are interested in and in doing so, you instruct Cottons to bid on your behalf and acknowledge that if your bid is successful you are legally bound by the terms of the sale contract/conditions including payment of the auction deposit along with any fees which are the responsibility of the buyer and you must complete this transaction within the timescale specified.

BIDDING SECURITY

Upon completion of our anti money laundering checks, we require payment of £5,950 equating to £950 auction administration fee and £5,000 bidding security all of which shall be refunded in full if your bid is unsuccessful. If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Payment must be in cleared funds, made by bank transfer into our account in order to complete your bidding and our bank details will be provided once we have processed your bidding form.

DUE DILIGENCE

Recommended Due Diligence Before Bidding

In general terms, you are strongly advised to view the property and take professional advice as to its condition and suitability. You should also ensure that you thoroughly read and understand all of the documents contained within the legal pack, the auction marketing particulars, the auctioneer's terms and conditions and advice contained within the catalogue and any other associated documentation available online, and take proper legal advice accordingly. You should note in particular, any fees or costs which you will be responsible for if your bid is successful. Finally, in the event your bid is successful, you are the purchaser whereby you have entered into a legal binding contract and by bidding understand the legal importance of the contract you are entering into and the financial commitment that you will be liable for.

**GUIDES AND
RESERVES**
Understand the Guide and Reserve Price
What is a Guide Price?

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. It is not necessarily what the auctioneer expects to sell the lot for, and should not be taken as a valuation or estimate of sale price. The guide price can be adjusted by the seller at any time up to the end of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website.

What is a Reserve Price?

The Reserve Price is the seller's minimum acceptable price at auction and is the minimum price that the Auctioneer is currently authorised by the vendor to sell the property for. Please note that Reserve may change throughout the course of marketing. 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.

**THE AUCTION
DAY**
What happens on the day of the auction?
Addendum

Before you bid it is essential that you check the Addendum on our website detailing any amendments or last-minute changes to the catalogue particulars or legal pack contents, that may have been made. These changes will form part of the Contract.

Start of the Auction

The auction will start promptly at the time stated on our website. The auctioneer will make a number of announcements about the auction procedure before commencing with the sale in numerical lot order.

Bidding

- The auctioneer will announce each lot and refer to any Addendum comments (last minute changes).
- The current lot being offered will be displayed on the 'watch live' stream on our website, which will also display the last bid taken for the lot being offered.
- All lots will be offered for sale subject to an undisclosed reserve price. The auctioneer will invite a starting bid and once received, will regulate the bidding increments and the property will be 'knocked down' to the highest bidder, assuming that the reserve is met or exceeded.
- Please note that questions will not be taken by the auctioneer once the auction is in progress. If you do have any last-minute queries, you should speak to a member of the auction team. Ultimately, our advice is, if you have any doubts, do not bid.

**FALL OF THE
HAMMER**
On the fall of the hammer

When the hammer falls, if you are the highest bidder at or above the reserve price, you will have bought the lot. The properties offered for sale on our Online Auction Platform are sold on immediate, unconditional contracts. This means that the fall of the hammer constitutes an exchange of contracts between the buyer and seller. Both parties are legally bound to complete the transaction – usually within 20 working days following the close of the auction but this will be confirmed within the legal documentation.

The property is usually at your insurable risk from this point. Please ensure that you arrange your building insurance immediately after the sale.

Please Remember: Properties are not sold 'subject to contract', 'subject to finance' or 'subject to survey' when you buy at auction. They are sold unconditionally on the fall of the hammer. If you are the successful bidder, you or the named buyer are legally obliged to complete the sale.

POST AUCTION

If you are the successful purchaser, we'll be in touch following the auction to discuss the next steps.

DEPOSIT

You agree to pay both the contractual auction deposit equating to 10% of the purchase price along with the Buyers Administration Fee usually £950 (including Vat) by bank transfer within 24 hours of the auction ending. Your bidding security payment will be credited against the monies due. The contract/memorandum of sale will then be signed on your behalf by the auctioneer with copies being sent to both your solicitor and the seller's solicitor.

FOR MORE INFORMATION CONTACT auctions@cottons.co.uk OR 0121 247 2233

PLEASE
RETURN THIS
FORM TO
bidding@cottons.co.uk

PROXY, TELEPHONE & INTERNET BIDDING 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), Auction Buying Guide and Terms and Conditions of Proxy, Telephone & Internet Bids below. You must submit your telephone, proxy or internet bid by completing this form, providing certified ID documents and proof of funds. Once you submit your form, a member of our team will call you to confirm receipt and assist you with this process. Upon completion of our anti money laundering checks, we require payment of £5,950 equating to £950 auction administration fee and £5,000

bidding security all of which shall be refunded in full if your bid is unsuccessful.

If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.

TYPE OF BID

TELEPHONE
(please one tick)

PROXY
(please one tick)

INTERNET
(please one tick)

BIDDER INFORMATION

Name

Company Name
(if applicable)

Address

Contact Number

Contact Number for
telephone bid on
Auction Day

SOLICITOR INFORMATION

Name

Address

Telephone Number

Contact

If your bid is unsuccessful, due to Anti-Money Laundering regulations, we can only refund to the account from where the funds were received. Please confirm your Bank Account details in boxes provided below. We may need to request further information from you for verification purposes.

Name of
Account Holder

Account No.

Sort Code

LOT DETAILS

LOT

Address

Maximum Bid
(proxy bid)

Maximum Bid
(words)

PAYMENT DETAILS

Payment
Required

£5,950
(Five Thousand, Nine Hundred
and Fifty Pounds)

I confirm that I have read all Terms & Conditions. I hereby instruct Cottons to bid on my behalf and acknowledge that if my bid is successful I am legally bound by the terms of the sale contract/conditions including payment of the auction deposit along with any fees which are the responsibility of the buyer and I must complete this transaction within the timescale specified.

Signed

Date

REMOTE BIDDING 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 by post or email at auctions@cottons.co.uk (Tel: 0121 247 2233), no later than 24 hours prior to the Auction date. It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone number above.

Please complete one form for each property you intend to bid for. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.

We will undertake an electronic ID check as part of our compliance with Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on. If you are bidding on behalf of somebody else, you will need to provide written authority from them instructing you to bid along with their full name, address and certified ID.

The Bidder shall be deemed to have read the auction catalogue available in either hard copy or on our website, inspecting the Conditions of Sale, Auctioneer's Advice applicable to the auction sale, the Auction Buying Guide, the particulars sale for the relevant Lot/s and the Legal Documents/Pack including the Contract/Special Conditions of Sale. The Bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum and any addendum comments relating to the relevant Lot. The addendum is available on our website www.cottons.co.uk or at the Auction and is read by the Auctioneer prior to commencement of bidding. The Proxy 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 and neither can they control the eventuality where a bid equal to the maximum proxy bid is placed by another bidder. 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.

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

Auctioneer's 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 during bidding and where clear instructions by the telephone bidder cannot be conveyed, we shall withdraw the telephone bid, and in this event the Auctioneer's accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Internet Bids - In the case of internet bidding, all bidders who have registered will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day and can commence bidding when the intended Lot is being offered, however should there be any interruption or suspension of internet services, the Auctioneer's 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 remote bidding services and reserve the right not to bid on behalf of any Telephone/Proxy/Internet bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made. In the event that the telephone, proxy or internet bid is successful the Auctioneer will sign the Contract/Memorandum of Sale on behalf of the Bidder (a Contract having been formed on the fall of the Auctioneer's Hammer). If your bid is successful, your details will be given to the sellers solicitor and you will be contacted by the Auctioneers as soon as possible after the Lot has been auctioned.

If you wish to withdraw your bid, the Auctioneers require emailed/written notification by 17:30 on the day prior to the Auction Sale and only upon confirmation by the Auctioneers will your bid be withdrawn. If the bidder or someone on their behalf decides to attend the Auction and cancellation of the remote bid is not received, this remote bid is still in place and the Auctioneer will not take any responsibility if you are therefore bidding against your own remote bid.

The Auctioneer's or the Seller hold the right to withdraw or sell the Lot prior to Auction, even if a remote bid has been received and processed.

The Auctioneers reserve the right to advise the seller of any remote bids which been received.

If your bid is unsuccessful your Bidding Security will be returned in full as soon as practical after the auction, via BACS payment to the account details from where the payment was made and this process may take up to 5 working days.

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 CHARTERED SURVEYORS

AUCTION OFFER SHEET

LOT No

PROPERTY ADDRESS:

OFFER PRICE:

CASH: £: MORTGAGE:

PURCHASER DETAILS:

NAME: COMPANY NAME:

ADDRESS:

POSTCODE: EMAIL:

TEL: MOBILE:

SOLICITORS DETAILS:

NAME: COMPANY:

POSTCODE: EMAIL:

OFFERS ACCEPTED PRIOR TO AUCTION

IF YOUR OFFER IS ACCEPTED YOU WILL BE REQUIRED TO EXCHANGE ON AUCTION CONTRACTS AND COMPLY WITH THE FULL AUCTION CONDITIONS OUTLINED IN BOTH OUR CATALOGUE AND RELEVANT LEGAL DOCUMENTS.

PLEASE TICK THE BOXES TO CONFIRM THAT YOU HAVE:

1. VIEWED THE PROPERTY YOU ARE MAKING AN OFFER FOR ☐
2. INSPECTED THE LEGAL DOCUMENTS RELATING TO THE PROPERTY YOU ARE MAKING YOUR OFFER FOR ☐

1. A 10% deposit must be payable by cleared funds eg: Bankers Draft, Debit Card and you must be in a position to exchange contracts prior to the auction.
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
2. You will also be required to pay the buyers administration fee of £950 including VAT on each Lot purchased.
(£250 including VAT on Lots £10,000 and below)
3. We advise you to instruct your legal advisor to inspect the Legal Pack/Contract prior to you exchanging contracts.
Most Legal Packs are available on our website www.cottons.co.uk or call the office for further information on 0121 247 2233. Where applicable you should also have viewed the property.
4. We will undertake an electronic ID check as part of our Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on.

If you intend to submit an offer prior to Auction, you **MUST** complete this form available from our Auction website or in hard copy from our office, the Auction Catalogue or our viewing representatives. Offers submitted in any other way will not be considered.

Please note that the Sellers intention is to sell their property on the Auction day and they are not under any obligation to accept any offers received prior to the sale. Neither is a Seller under any obligation to consider any offers with a specified timescale and may wish to consider interest received from the pre-auction marketing of their property before they accept or decline any offer.

The Auctioneers reserve the right to decline without reference to the seller any offer if less than either the provisional reserve or less than any third party offer which has already been declined.

**PLEASE NOTE: NOT ALL LOTS ARE AVAILABLE FOR SALE PRIOR TO THE AUCTION.
PLEASE CHECK WITH THE AUCTION TEAM ON 0121 247 2233**

Cottons

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Freehold Ground Rents.

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Problem Properties with Structural Damage, Mineshafts,

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FRIDAY 20 AUGUST 2021

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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.

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).

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).

Payment will be required by bank transfer within 24 hours of the auction ending and your bidding security payment will be credited against the monies due.

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

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

Cottons
CHARTERED SURVEYORS

LOT 1

Freehold Retail Investment Property
*Guide Price: £45,000 - £50,000 (+Fees)

347 Bearwood Road, Smethwick, West Midlands B66 4DB

Property Description:

A freehold single storey retail unit of brick construction, directly fronting the pavement and situated in a parade of similar units located between the junctions of Linden Road and Richmond Road. The property is situated in the popular area of Bearwood which includes a busy shopping centre surrounded by a dense residential catchment area. The property is currently let on a lease producing a rental of £4,000 per annum.

Accommodation:

Ground Floor

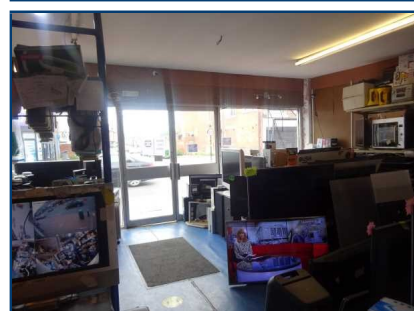
Retail Shop Area 37.21 sq.mtrs (400 sq.ft),
Rear Room 10.98 sq.mtrs (118 sq.ft), Store
4.09 sq.mtrs (44 sq.ft) and WC.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



STREET VIEW

LOT 2

Freehold Retail Investment Property

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

353 Bearwood Road, Smethwick, West Midlands B66 4DB

Property Description:

A freehold single storey retail unit of brick construction, directly fronting the pavement and situated in a parade of similar units located between the junctions of Linden Road and Richmond Road. The property is situated in the popular area of Bearwood which includes a busy shopping centre surrounded by a dense residential catchment area. The property is let on a 6 year Lease from 29th September 2015 currently producing a rental income of £5,350 per annum.

Accommodation:

Ground Floor

Retail Area 26.44 sq.mtrs (284 sq.ft), Rear Room 11.18sq.mtrs (120 sq.ft), Store and WC 5.67 sq.mtrs (61 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



STREET VIEW

LOT 3

Freehold Investment Property

*Guide Price: £62,000 - £66,000 (+Fees)

355-357 Bearwood Road, Smethwick, West Midlands B66 4DB

Property Description:

A freehold single storey double retail unit of brick construction, directly fronting the pavement and situated in a parade of similar units located between the junctions of Linden Road and Richmond Road. The property is situated in the popular area of Bearwood which includes a busy shopping centre surrounded by a dense residential catchment area. The property is currently let on a 6 year Lease from 29th September 2015 producing a rental income of £7,920 per annum.

Store and WCx2 : 59.22 sq.mtrs (637 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

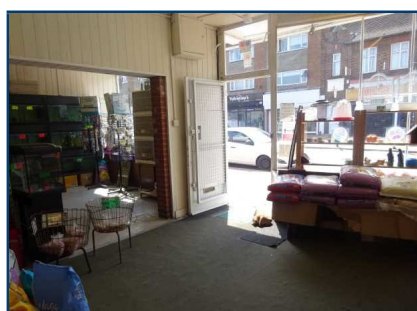
Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor

Open Plan Retail Area with Kitchenette,



LOT 4

Freehold Retail Investment Property
*Guide Price: £40,000 - £45,000 (+Fees)

359 Bearwood Road, Smethwick, West Midlands B66 4DB

Property Description:

A freehold single storey retail unit of brick construction, directly fronting the pavement and situated in a parade of similar units located between the junctions of Linden Road and Richmond Road. The property is situated in the popular area of Bearwood which includes a busy shopping centre surrounded by a dense residential catchment area. The property is currently let on a lease producing a rental of £4,000 per annum.

Accommodation:

Please Note: The Auctioneers have been unable to inspect the property, all measurements and details have been taken from the VOA (Valuation Office Agency) website.

Ground Floor

Retail Area 23.7 sq.mtrs (255 sq.ft), Rear Room 7.1 sq.mtrs, (76 sq.ft), WC 2.6 sq.mtrs (27.9 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



STREET VIEW

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LOT 5

Freehold Retail Investment Property

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

361-361A Bearwood Road, Smethwick, West Midlands B66 4DB

Property Description:

A freehold single storey double retail unit of brick construction, directly fronting the pavement and situated in a parade of similar units located between the junctions of Linden Road and Richmond Road. The property is situated in the popular area of Bearwood which includes a busy shopping centre surrounded by a dense residential catchment area. The property is currently let on a 3 year Lease from 17th August 2020 producing a rental income of £7,000 per annum

Office and WCx2 : 59.22 sq.mtrs (637 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

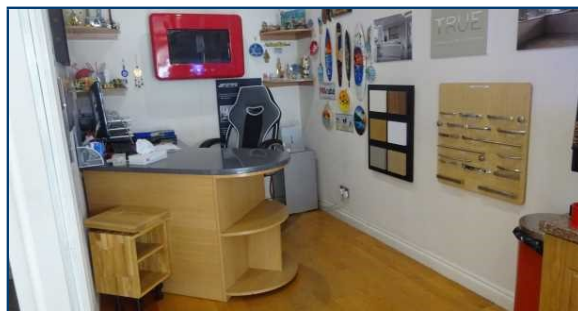
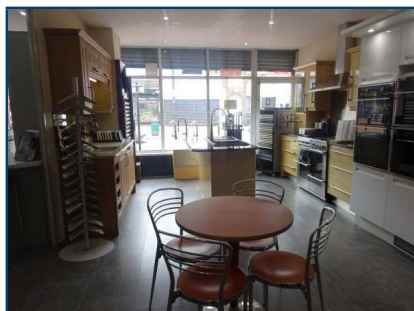
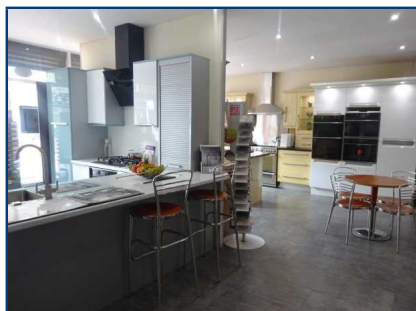
Viewings:

Via Cottons – 0121 247 223

Accommodation:

Ground Floor

Open Plan Retail Area with Kitchenette,



LOT 6

Freehold Retail Investment Property

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

363 Bearwood Road, Smethwick, West Midlands B66 4DB

Property Description:

A freehold single storey retail unit of brick construction, directly fronting the pavement and situated in a parade of similar units located between the junctions of Linden Road and Richmond Road. The property is situated in the popular area of Bearwood which includes a busy shopping centre surrounded by a dense residential catchment area. The property is currently trading as a hairdressers and is let on a lease producing a rental of £5,300 per annum.

Legal Documents:

Available at www.cottons.co.uk

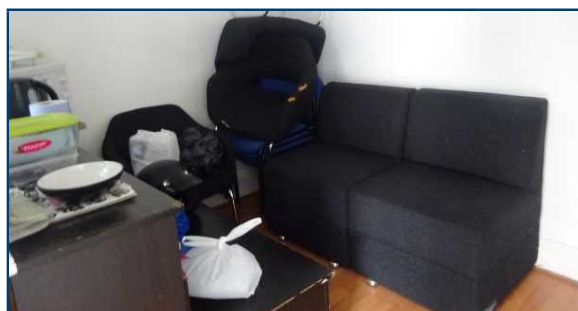
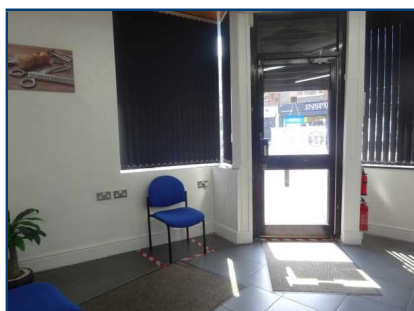
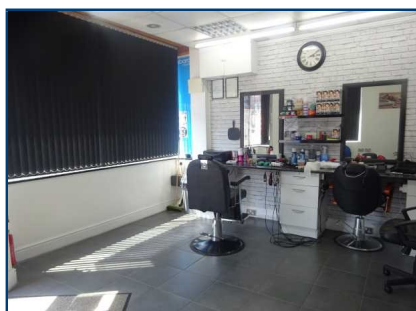
Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor

Retail Area 21.7 sq.mtrs (233.5 sq.ft), Rear Room 5.9 sq.mtrs (63.5 sq.ft), Store and WC 5 sq.mtrs (53.8 sq.ft)



LOT 7

Freehold Investment - Retail Shop with 2 Bed Flat Above

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

51 Cape Hill, Smethwick, West Midlands B66 4SF

Property Description:

A prominently located three-storey, mid-terraced property of traditional brick construction, surmounted by a pitched tile clad roof and located in a parade containing a range of similar units. The property consists of a ground floor retail premises currently trading as a fast food take away and a 2 bedroom flat to the first and second floors with access off Salisbury Road.

The property is situated in the heart of the busy Cape Hill Town Centre, enjoying a high level of passing trade and pedestrian foot flow and containing a wide range of local and multiple retailers, serving the surrounding predominantly residential area.

The property is located a quarter of a mile from the Windmill Shopping Park, which includes major retailers Asda, Boots, Carphone Warehouse and, in addition, provides extensive car parking and within half a mile from the Midland Metropolitan Hospital, located on Grove Lane and which is currently under construction.

Tenancy Details:

The property is let on a lease for a term of 10 years from 25th March 2018, at a current rent of £12,000 per annum.

Viewings: Via Cottons - 0121 247 2233

Accommodation:

Ground Floor

Serving and Seating Area: 36.11sq m (389sq ft), Kitchenette/Preparation Area 27.62sq m (298sq ft), Store and Freezer Area 26.51sq m (286sq ft)

First Floor Flat

Accesses via the Rear (Please note the auctioneers have not been able to inspect the flat at the time of going to print). We understand from the tenant it contains the following accommodation.

Hallway, Kitchen, Lounge, Shower room,

Second Floor

2 Bedrooms

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



LOT 8

Freehold Retail Shop Investment

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

57 Cape Hill, Smethwick, West Midlands B66 4SF

Property Description:

A prominently located retail premises comprising a three-storey, mid-terraced property of traditional brick construction, surmounted by a pitched tile clad roof and located in a parade containing a range of similar shop units.

The property is situated in the heart of the busy Cape Hill Town Centre, enjoying a high level of passing trade and pedestrian foot flow and containing a wide range of local and multiple retailers, serving the surrounding predominantly residential area.

The property is located a quarter of a mile from the Windmill Shopping Park, which includes major retailers Asda, Boots, Carphone Warehouse and, in addition, provides extensive car parking and within half a mile from the Midland Metropolitan Hospital, located on Grove Lane and which is currently under construction.

The property is in a poor state of repair and does require modernisation and improvement.

Tenancy Details:

The property is let on a lease for a term of 15 years from 25th March 2015, at a current rent of £10,000 per annum.

Accommodation:

Ground Floor

Retail Shop: 36.78 sq m (396 sq ft), Rear Room 11.49 sq m (127sq ft), Store Room 5.09sq m (55 sq ft), Kitchenette 2.97 sq m (32 sq ft)

First Floor

Internal stairs to Room 1: 20.58 sq m (221sq ft), Room 2: 3.62 sq m (39 sq ft), Room 3: 4.91 sq m (53 sq ft),

Second Floor

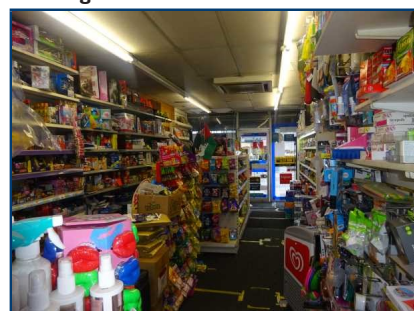
Room 4: 12.71 sq m (137 sq ft), Room 5: 16.04 sq m (173 sq ft),

Outside:

Rear: Concrete yard and WC.

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

Viewings: Via Cottons - 0121 247 2233



LOT 9
Freehold Vacant Mid-Terraced House with Three Bedrooms

*Guide Price: £125,000 - £140,000 (+Fees)

38 Shard End Crescent, Shard End, Birmingham, B34 7AB
Property Description:

A mid-terraced house of two-storey brick construction surmounted by a pitched tile clad roof, set back from the road behind a wide verge area and lawned foregarden and benefitting from double glazed windows, gas-fired central heating and three bedrooms but requiring modernisation and improvement throughout. The property further benefits from a long rear garden providing potential for the erection of a garage, accessed by a shared gated right of way leading off Packington Avenue.

The property forms part of an established residential estate and Shard End Crescent leads off Packington Avenue which, in turn, leads off Chester Road (A47) which contains a wide range of local amenities and services. The property is conveniently located for access to the M6 Motorway being within approximately one and a half miles distance to the north and Birmingham City Centre being within approximately five miles to the west.

Accommodation:
Ground Floor

Porch, Reception Hall, Through Lounge/Dining Room: 4.61m x 3.53m, plus 2.57m x 2.56m, Kitchen: 2.43m x 2.77m with pantry.

First Floor

Stairs and Landing, Bedroom One (Double): 3.51m x 3.32m, Bedroom Two (Double): 3.53m x 3.06m, Bedroom Three (Single): 2.5m x 2.19m, Bathroom with panel bath having shower over, pedestal wash basin and wc.

Outside:

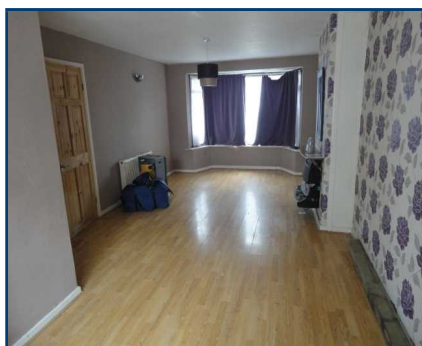
Front: Lawned foregarden, shared pedestrian entry access to rear.

Rear: Covered rear entrance with brick store, toilet, brick workshop: 2.32m x 1.52m and a long garden with potential for erection of a garage. (All interested parties should ascertain their rights to use the rear driveway).

Legal Documents:

Available at www.cottons.co.uk

Viewings: Available at www.cottons.co.uk


--- Legal Documents Online ---


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

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

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

LOT 10

Freehold Vacant Fully Modernised Three Bedroom Town House

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

344 Sheldon Heath Road, Garretts Green, Birmingham, West Midlands B26 2RY

Property Description:

A presentable and much improved mid-terraced Town House having undergone recent refurbishment, providing well laid out accommodation, benefitting from three generous bedrooms, UPVC double glazed windows, gas fired central heating, off-road car parking, modern kitchen and bathroom fittings, redecoration throughout and new carpets and floor coverings. The property forms part of an established residential area and is situated in a cul-de-sac which leads off the main Sheldon Heath Road and is within one mile from Coventry Road (A45) containing a range of shops and amenities and providing access to Birmingham City Centre and the M42 Motorway (J6).

Accommodation:

Ground Floor

Porch, Reception Hall, Cloakroom with wc and wash basin, Dining Kitchen: 4.17m x 3.02 m, with range of modern fitted units, 'L' Shaped Lounge/ Dining Room: 4.92 m x 3.02 m, plus 2.61m x 1.86 m.

First Floor

Stairs and Landing, Bedroom One (Double): 4.18m x 3.04 m (max.), Bedroom Two (Double): 4.86m x 3.03 m, Bedroom Three (Single): 3.59m x 1.77 m, Bathroom: 1.94 m x 1.77m with panel bath with shower, wash basin and wc.

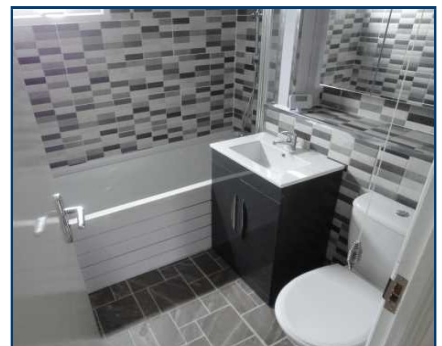
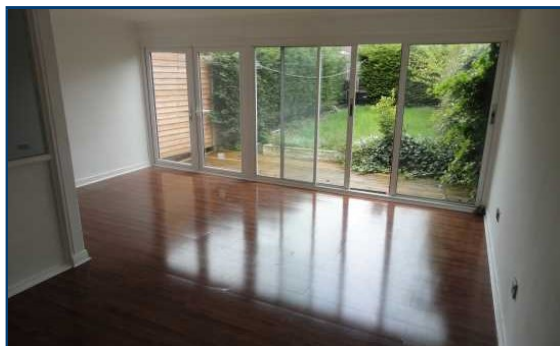
Outside:

Front: Paved forecourt providing off-road car parking.

Rear: Patio and lawned garden with pedestrian access.

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

Viewings: Via Cottons - 0121 247 2233



Cottons

CHARTERED SURVEYORS

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As well as assisting clients selling via auction, Cottons have a specialist Estate Agency team dedicated to marketing properties for sale on the open market via private treaty. Covering the whole of Birmingham we at Cottons are tailored to provide superior marketing methods and offer an extensive and diverse service to assist any client, regardless of their situation.

For a no obligation market appraisal and for further information of the service we provide please contact our Estate Agency Manager, Dan O'Malley.

0121 247 4747
domalley@cottons.co.uk

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

www.cottons.co.uk



LOT 11
Freehold Vacant Three Bedroom Semi-Detached House

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

244 Bromley Lane, Kingswinford, West Midlands DY6 8TT
Property Description:

A three bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a tarmac driveway covered driveway allowing for off road parking for numerous vehicles and access to garage. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Bromley Lane close to the junctions with Albermarle Road and Lapwood Avenue.

Accommodation:
Ground Floor

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

First Floor

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

Outside:

Front: Tarmac Driveway giving access to garage

Rear: Patio area and lawned garden

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

Viewings Via Cottons – 0121 247 2233


LOT 12
Freehold Vacant Mid-Terraced House with Three Bedrooms

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

88 Greswolde Road, Sparkhill, Birmingham, West Midlands B11 4DL
Property Description:

A mid-terraced house of two-storey brick construction, having a stone clad front elevation and surmounted by a pitched tile clad roof.

The property benefits from aluminium double glazed windows and gas-fired central heating but requires modernisation and improvement throughout.

Greswolde Road forms part of a traditional and established residential area and is located directly off Stratford Road (A34) which contains a wide range of local retail amenities and services and provides direct access to Birmingham City Centre, being within approximately two miles to the north west and the M42 Motorway being within approximately five miles to the south east.

Accommodation:
Ground Floor

Entrance Hall, Reception Hall, Front Reception Room: 4.04m x 2.67m (max.), Rear Reception Room: 3.61m x 3.42m, Kitchen: 2.75m x 2.13m, Bathroom: 3.07m x 1.93m with bath, wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (Double): 3.68m x 3.44m,

Bedroom Two (Small Double): 3.46m x 2.7m, Bedroom Three (Single): 3.0m x 2.13m.

Outside:

Front: Small walled foregarden.

Rear: Yard and overgrown garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233.

NRT
PROPERTY CONSULTANTS


LOT 13

Freehold Part Vacant Retail - Flat - Land and Workshops - Redevelopment Potential

33-39 Langley High Street, and Arden Works, Arden Road, Oldbury, West Midlands B69 4SN



Property Description:

A substantial site extending to approximately 0.24 acres (972 sq.mtrs) comprising of three retail units and a one bedroom flat fronting Langley High Street and workshops/garages fronting Arden Grove. 33 and 35 High Street along with the one bedroom flat above are vacant. 37-39 High Street being a double fronted retail unit with ancillary storage rooms to the first floor are currently let on an informal basis producing a rental of £6,000 per annum. Included within the sale are premises located on Arden Grove running parallel to the shops comprising of workshops and garages and are all vacant.

Outline Planning Consent has been granted for residential development for the land fronting Arden Grove and this comprises of the demolition of the existing rear buildings and the erection of 5 two storey apartments.

The retail units are located in a popular high street directly opposite Langley Park within a parade of shops that supply a variety of retail shops and restaurants. The part of the site that extends onto Arden Grove borders on to a residential neighbourhood.

Accommodation:

33 Langley High Street

Retail Area 56.70sq.m (610sq.ft), Office 12.23sq.m (131sq.ft), Corridor 8.00sq.m 86sq.ft), WC, Detached Garage 15.04sq.m (161sq.ft), Single Storey Workshop 75.30sq.m (810sq.ft), L-shaped Workshop 139.89sq.m (1,505sq.ft), Workshop 1, 8.17sq.m (88sq.ft) and Workshop 2, 24.01sq.m (258sq.ft)

First Floor

Landing 16.79sq.m (181sq.ft), Room 1, 7.64sq.m (82sq.ft), Room 2, 12.22sq.m (131sq.ft)

Room 3, 7.64sq.m (82sq.ft)

Accessed from Rear Workshop

Room 1, 18.55sq.m (200sq.ft) Room 2, 23.62sq.m (254sq.ft)

35 Langley High Street

Retail Shop Area 40.44sq.m (435sq.ft), Rear Store 1, 6.30sq.m (68sq.ft) Rear Store 2, 9.79sq.m (105sq.ft)WC

First Floor Flat

Bathroom, Kitchen, Lounge and Bedroom

37 - 39 Langley High Street

Double Fronted Retail Shop

Ground Floor

Shop 9.8m Frontage x 7.16m Max x 4.14m Min, Rear Sales Area 13.09sq.m (141sq.ft), Rear Store 1, 13.63sq.m (147sq.ft) Rear Store 2, 12.68sq.m (136sq.ft)

First Floor

Store Room 1, 13.89sq.m (149sq.ft), Stores Room 2, 5.42sq.m (58sq.ft), Store Room 3, 17.50sq.m (188sq.ft), Store Room 4, 14.49sq.m (156sq.ft), Store Room 5, 12.07sq.m (130sq.ft), Bathroom

Arden Works, Arden Grove

Workshop Premises 57.15sq.m (615sq.ft), Detached Garage 47.01sq.m (506sq.ft)

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

Viewings – Via Cottons – 0121 247 2233

TOM GILES & CO



*Guide Price: £380,000 - £440,000 (+Fees)



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



LOT 14

10 Knightlow Road, Harborne, Birmingham, West Midlands B17 8QB



Property Description:

An impressive detached family residence, set back behind a block paved forecourt, of two-storey brick construction, with rendered front elevation, surmounted by a pitched tile clad roof and offering extensive and well laid out accommodation with four reception rooms and five bedrooms, including a ground floor bedroom with ensuite bathroom.

The property occupies a substantial plot extending to approximately 0.19 acres (781 sq. m) with extensive rear garden and benefits from gas fired central heating, UPVC double glazed windows and external doors, off road parking for multiple cars and garage.

The property is offered for sale in a modern presentable condition and may provide scope for extension of the existing accommodation (subject to obtaining planning consent).

The property is located in the highly regarded residential area of Harborne and Knightlow Road is situated between Lordwood Road (A4040) to the west and Gilhurst Road to the east and the property is within the immediate vicinity of Lordwood Girls School and approximately one mile from Norfolk House School, Bluecoat School and Harborne Academy. Harborne High Street is located within approximately one mile and the property is within two miles to the west of Birmingham City Centre.

Accommodation

Ground Floor

Vestibule Porch, Impressive Reception: 4.9m x 2.47m, Lounge: 4.93m x 3.95m (max.), Rear Sitting Room: 4.24m x 3.66m with French doors, Breakfast Room: 3.24m x 2.82m, Bedroom Five: 3.47m x 2.77m, Lobby to Bathroom with bath having shower over, pedestal wash basin and wc, Kitchen: 4.8m x 2.57m with range of wooden panelled units, Integral Garage: 4.37m x 2.59m.

First Floor

Stairs and spacious Landing, Bedroom One (Double): 4.24m x 3.64m, Bedroom Two (Large Single): 2.88m x 2.78m, Bedroom Three (Double): 5.07m x 3.96m (max.), Bedroom Four (Double): 3.76m x 2.47m, Family Bathroom, fully tiled with modern suite comprising panel bath with shower over, vanity wash basin, Separate Toilet with wash basin and wc.

Outside:

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

Rear: Blocked paved patio and an extensive predominantly lawned garden.

Legal Documents:

Available at www.cottons.co.uk

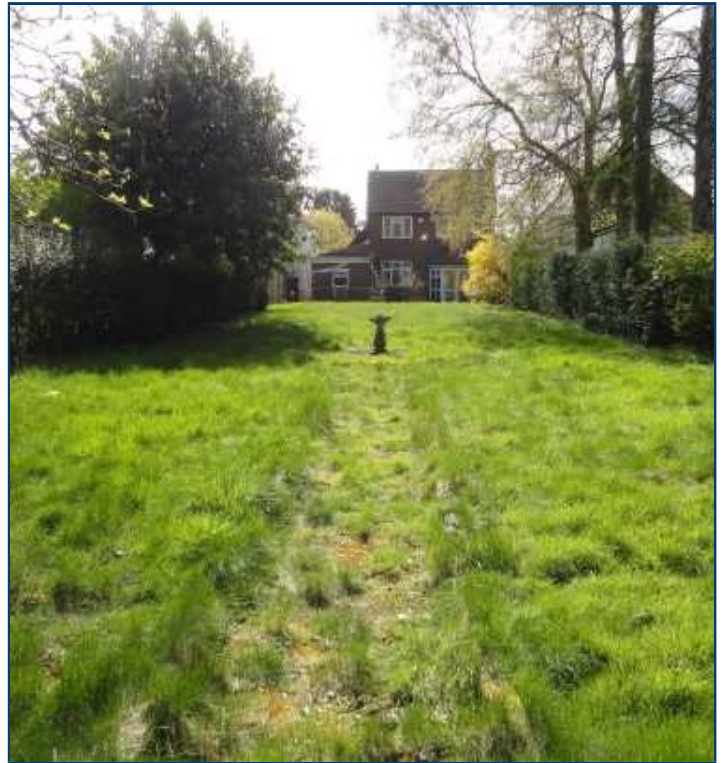
Viewings:

Via Cottons - 0121 247 2233



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

Freehold Vacant Detached Residence with Five Bedrooms in Sought After Location
*Guide Price: £675,000 - £750,000 (+Fees)



LOT 15

Freehold Vacant Chapel with Potential in Sought After Location *Guide Price: REFER TO AUCTIONEERS (+Fees)

Baptist Church, Church Bank, Temple Grafton, Alcester, Warwickshire, B49 6NS



Property Description:

A unique opportunity to purchase a Grade II Listed former Chapel, thought to have been constructed early 19th century and comprising a detached building of predominantly stone construction, surmounted by a pitched slate clad roof and offered for sale in unmolested condition with all original features.

The property is located in the most sought after Warwickshire village of Temple Grafton containing a mix of detached dwellings, cottages and farms along with a local public house and primary school and is surrounded by open countryside, popular with tourists and walkers.

Access to the property is via a path/right of way directly off Church Bank and adjacent to Hilltop Cottage. Church Bank leads directly off Alcester Road (A46) and the property is conveniently located within four miles from both Stratford upon Avon and Alcester town centres.

Planning:

The property currently falls within Class D1 of the Use Classes Order as a place of Worship and is capable of change of use to other community uses including Clinics, Surgeries, Creche's and Consulting Rooms.

In addition, the property may be suitable for conversion to a single residential dwelling or holiday home, taking advantage of the surrounding countryside and amenities, all subject to obtaining planning consent and building regulation approval and all interested parties are advised to make their own enquiries, prior to bidding, in relation to any proposed development with the Local Planning Department at Stratford on Avon District Council.

Ground Floor

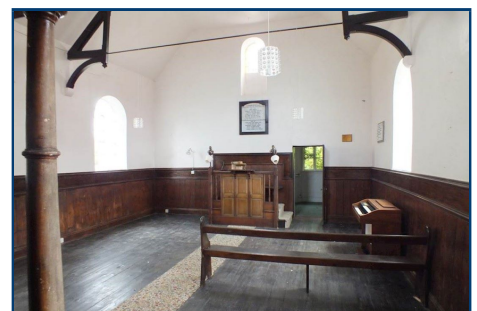
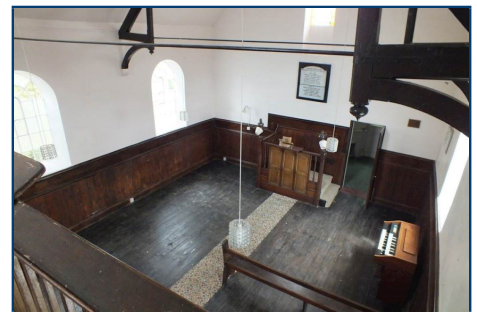
Reception Hall with steps leading to viewing gallery/mezzanine, Chapel Hall: 57.2 sq m (615 sq ft), Office: 8.68sq. m (93 sq ft), Hallway/Store Room and Toilets.

Legal Documents:

Available at www.cottons.co.uk

Note: The property is subject to an overage clause of 25% of any uplift in value triggered by a Planning Consent for redevelopment.

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 16
Leasehold Residential Investment Flat.

*Guide Price: £55,000 - £59,000 (+Fees)

Flat 7 The Lindens Rotton Park Road, Birmingham, West Midlands, B16 9JH

Property Description:

A second floor studio apartment situated within a purpose built block set back from the road behind communal gardens and parking area. The property benefits from having electric heating and allocated parking space and the property is located within the St. Augustine Conservation Area. The Lindens is located on the corner of York Road and Rotton Park Road the latter being found off Hagley Road (A456) and being within a mile and a half distance from Birmingham City Centre.

The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £375 pcm (£4,500 per annum). We understand from the vendor that the tenant has been in occupation for circa seven years and there has been no rent review during this period.

Accommodation:
Ground Floor

Communal Entrance access to stairs

Second Floor

Open plan studio with living bedroom area, kitchen

area and separate bathroom having panelled bath with shower over, wash basin and WC

Outside:

Communal gardens and allocated parking space

Leasehold Information:

Term: 99 years from the 25th of March 1984

Ground Rent: Please refer to legal pack

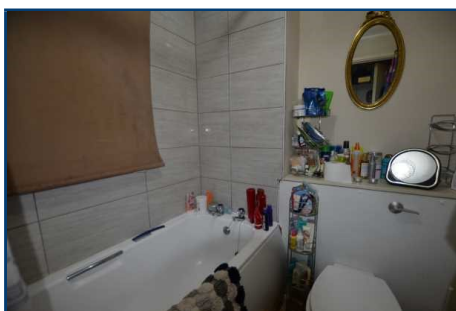
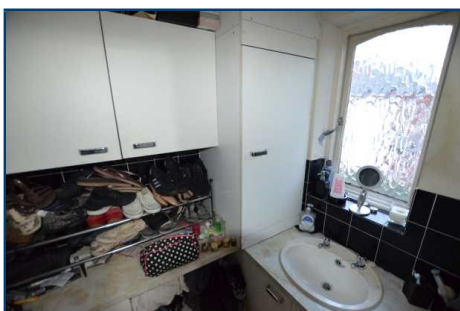
Service Charge: Please refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 17

Freehold Vacant Semi-Detached House with Three Bedrooms and Garage

*Guide Price: £170,000 - £185,000 (+Fees)

2 Grasdene Grove, Harborne, Birmingham, B17 0LP



Property Description:

A semi-detached house of two-storey Wates construction with brick outer wall, surmounted by a hipped tile clad roof, benefitting from gas-fired central heating, UPVC double glazed windows, three bedrooms, garage and off-road parking but requiring some cosmetic improvement and modernisation.

The property occupies a corner position at the junction of Grasdene Grove which is a cul-de-sac and Cross Farm Road, the latter leading directly between Harborne Park Road (A4040) and Metchley Lane (B4129).

The property is conveniently within approximately half a mile from both the Queen Elizabeth Hospital and Harborne High Street, which contains a wide range of local amenities and services.

Accommodation:

Ground Floor

Porch, Entrance Hall, Through Lounge/Dining Room: 6.09m x 3.29m (min.), Kitchen: 4.11m x 2.96m (max.).

First Floor

Stairs and Landing, Bedroom One (Double): 3.57m x 3.16m, Bedroom Two (Double): 3.72m x 2.44m, Bedroom Three (Single): 3.09m x 2.09m max, Bathroom with panel bath having shower over, wash basin, separate wc.

Outside:

Front: Lawned foregarden, concrete driveway to free-standing garage, enclosed side garden and

hardstanding providing additional parking space.

Rear: Patio and triangular lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 18
Freehold Vacant Possession (Three Bedroom House)

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

19 Beaumont Drive, Harborne, Birmingham, West Midlands, B17 0QQ

Property Description:

An end terraced property of brick construction, surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from UPVC double glazing, gas fired central heating and is offered for sale in presentable condition. The property further benefits modern kitchen units and from having a newly installed gas fired central heating combination boiler (less than 6 months old). Beaumont Drive is located off Ferncliffe Road which in turn is found off Grove Lane. The property is well located in Harborne, within close proximity to local shops, amenities, schools and commuter routes to Birmingham City Centre and the Midland's motorway network.

Accommodation:
Ground Floor

Hallway, WC, Lounge (4.44 X 3.52 mtrs),
 Kitchen/Diner (3.44 x 5.42 mtrs)

First Floor

Bedroom 1 (3.84 x 3.31 mtrs), Bedroom 2 (4.14 x 3.62 mtrs), Bedroom 3 (2.63 x 2.63 mtrs), and Bathroom having panelled bath, wash basin and WC (2.02 x 2.05 mtrs)

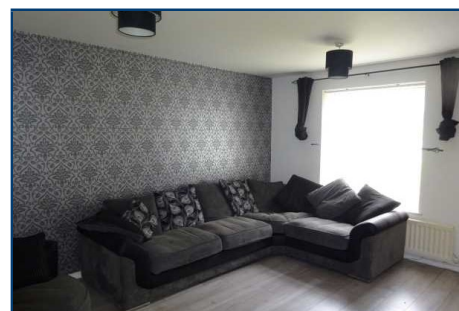
Outside:

Front: Lawned foregarden

Rear: Patio Area and Lawned garden

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

Viewings Via Cottons – 0121 247 2233



LOT 19

A Freehold Vacant Substantial Dwelling House with Five Double Bedrooms

*Guide Price: £240,000 - £260,000 (+Fees)

42 Lichfield Road, Walsall, West Midlands, WS4 2DH



Property Description:

A substantial three-storey dwelling house of traditional brick construction, surmounted by a pitched tile clad roof, benefitting from mostly UPVC double glazed windows, part gas-fired central heating, generous accommodation including three reception rooms, & five double bedrooms and rear vehicular access with garage. The property requires refurbishment and modernisation throughout and may be suitable for conversion to an HMO or apartments subject to obtaining any relevant planning consent.

The property forms part of a popular and well-regarded residential area located to the north of Walsall Town Centre and occupies an elevated position, set back from Lichfield Road behind a long lawned foregarden and is conveniently within a quarter of a mile from Walsall Arboretum, one mile from Walsall Town Centre and approximately two miles to the east of the M6 Motorway (Junction 10).

Accommodation:

Ground Floor

Entrance Hall, Reception Hall, Cellar: 4.09m x 3.86m, Front Reception Room: 4.53m x 4.35m, Rear Reception Room: 4.34m x 4.03m, Bathroom with bath having shower over, wash basin and wc, Rear Entrance Hall, Dining Room: 3.47m x 3.2m, Kitchen: 2.9m x 3.24m.

First Floor

Stairs and Landing, Bedroom One: 4.66m x 4.35m, Box Room: 3.23m x 1.51m (containing Kitchen units), Bedroom Two: 4.45m x 4.05m, Toilet with wc, Bathroom with bath and wash basin, Bedroom Three: 4.1m x 3.2m.

Second Floor

Stairs and Landing with storage recess, Bedroom Four: 4.66m x 4.34m, Bedroom Five: 4.06m x 3.09m.

Outside:

Front: Long predominantly lawned foregarden.

Rear: Paved yard, brick store: 2.83m x 1.93m, Toilet, lawned garden, dilapidated wooden garage with access to a rear shared driveway/ right of way.

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 20
Leasehold Investment 2 Bed Duplex Apartment (Income £13,200 PA)

*Guide Price: £120,000 - £128,000 (+Fees)

Apartment 57 Arena View, 30 Clement Street, Birmingham, West Midlands B1 2SL
Property Description:

A modern two bedroom duplex apartment contained within a seven storey purpose built block. The property provide well laid out accommodation over two floors and benefits from having double glazing, electric heating, secure communal areas with lift access and allocated parking space. The property is situated on Clement Street and the block itself is located opposite the National Indoor Arena and is within walking distance of Birmingham City Centre and within approximately half a miles distance of the Jewellery Quarter and Birmingham Snow Hill Station. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £1,100 pcm (£13,200 per annum).

Leasehold Information

Terms: 123 years from 1 June 2005

Ground Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

Accommodation:

Please Note: The Auctioneers have not been to inspect the property internally at the time of going to print, the owner has provided photos and accommodation details.

Ground Floor

Communal Entrance providing access to lift and stairs

Fourth Floor

Entrance Hallway, Open Plan Lounge and Kitchen Area, Bedroom 1, Bathroom having panel bath with shower over, wash basin and WC, stairs to

Fifth Floor

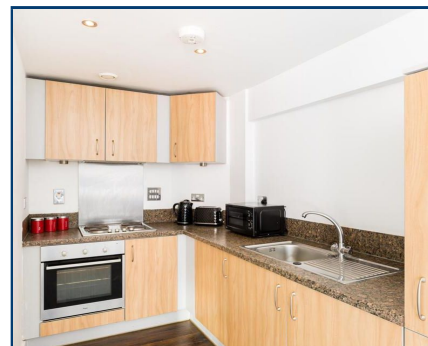
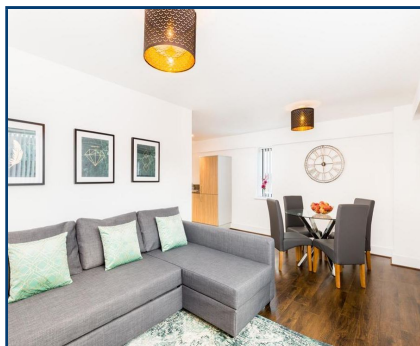
Bedroom 2 with en suite Shower room having Shower cubicle, wash basin and WC.

Outside: - Allocated car parking

Legal Documents

 Available at www.cottons.co.uk
Viewings - Via Cottons

0121 247 2233


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LOT 21

Leasehold Investment - Modern First Floor Apartment

*Guide Price: £112,000 - £119,000 (+Fees)

Apartment 101, Hemisphere, 15 The Boulevard, Birmingham, West Midlands, B5 7SU



Property Description:

A modern first floor apartment contained within a seven storey block and forming part of the Edgbaston Mill Development, constructed by Redrow Homes in 2006.

The property provides well laid out accommodation benefiting from under floor heating, double glazing, good quality fittings, secure communal areas with lift access and allocated parking space.

The development is located within Edgbaston on the outskirts of Birmingham City Centre and is situated directly opposite Edgbaston Cricket Club, alongside Cannon Hill Park.

The property is currently let on an Assured Shorthold Tenancy at a rental of £675 per calendar month (£8,100 Per Annum),

Accommodation:

Ground Floor

Communal Entrance and Reception with lift access.

First Floor

Entrance Hall, Open Plan Living/Dining Kitchen: 7.73m x 3.21m, with wooden effect flooring, contemporary wall and base units with integrated appliances including dishwasher, oven, hob, extractor and fridge freezer, Double Bedroom: 4.19m x 2.81m, Bathroom: 2.32m x 1.67m with contemporary suite comprising panel bath with shower over, wash basin and wc.

Outside:

Communal grounds and allocated parking space in secure underground car park.

Leasehold Information:

Lease Term: 150 years (less 3 days) from 28th December 2000.

Ground Rent & Service Charge: Refer to Legal Pack.

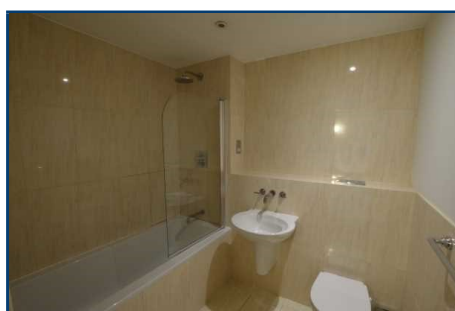
Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Note 1: The property is currently only suitable for cash buyers due to the development failing an 'EWS1' assessment in April 2020 and it is reported the development has been accepted onto the government's Building Safety Fund.

Note 2: The photographs were taken prior to the commencement of the existing tenancy.



LOT 22
Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £70,000 - £77,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council
13 Ballard Road, Netherton, Dudley, West Midlands DY2 9EY
Property Description:

A semi detached house of two storey rendered brick construction with hipped tile clad roof, benefitting from UPVC double glazed windows and external doors, three bedrooms and off road parking but requiring repair and refurbishment throughout.

Ballard Road forms part of an established residential area and leads off Northfield Road and is conveniently located within 100 metres from Netherton Park and one and a half miles to the south of Dudley town centre.

Accommodation:
Ground Floor

Entrance Hall, Lounge: 5.22m x 3.65m, Kitchen: 4.12m x 2.93 (max.) with pantry cupboard, Rear Entrance Hall, Walk-in Store, Toilet (no wc fitted).

First Floor

Stairs and Landing, Bedroom One (Double): 3.52m x 3.08m, Bedroom Two (Double): 3.55m x 3.35m, Bedroom Three (Single): 2.77m x 2.56m, Bathroom: 2.65m x 2.08m (max.) with panel bath and wc.

Outside:

Front: Foregarden and driveway providing off road parking, pedestrian side access to rear
Rear: Yard/patio and generous garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 23

The Ababeel Restaurant & Hotel, 1069 Warwick Road, Acocks Green, Birmingham, B27 6QT



Property Description:

A Detached Period built Hotel and Restaurant premises, prominently situated fronting Warwick Road and having been substantially extended to the side and rear and offering presentable and refurbished contemporary accommodation benefitting from restaurant with 48+ covers, commercial kitchen, nine lettable bedrooms, staff bedroom, ample off road car parking to front and rear, gas fired central heating, mostly UPVC double glazed windows and a range of modern fittings.

The property is set back behind a tarmacadam forecourt occupying a site extending to approximately 0.22 acres (0.09 hectares) and is located less than a quarter of a mile from Acocks Green Shopping Centre and approximately three miles to the south east of Birmingham City Centre, five miles from Birmingham Airport, the National Exhibition Centre and the M42 Motorway (Junction 6).

Accommodation:

Ground Floor

Reception Hall, Reception Area: 30.62 sq m (329 sq ft) with reception counter and air conditioning, opening to Restaurant: 100.29 sq m (1,079 sq ft) with bar, air conditioning, 48+ covers, side access from car park and rear disabled access, feature bubble walled corridor leading to ladies/disabled and gents toilets, Kitchen: 37.32 sq m (401 sq ft), fully tiled with side entrance door and a range of stainless steel fittings and equipment.

Cellar: 19.46 sq m (209 sq ft), including Staff Toilet with wash basin and Laundry area.

First Floor

Coded door to Hotel Accommodation, Stairs and Landing, Bedroom One (Double): 2.95m x 2.82m with En-Suite Shower Room, with wash basin and wc, Bedroom Two (Family Room): 4.27m x 3.12m, Bedroom Three (Family Room): 4.23m x 3.97m, Shower Room with wash basin and wc, Bedroom Four (Double): 3.34m x 2.95m, with En-Suite Shower Room with wc and wash basin, Bedroom Five (Single): 2.44m x 3.33m with En-Suite Shower Room with wc and wash basin, Bedroom Six (Double): 3.58m x 3.04m with En-Suite Shower Room with wc and wash basin, Bedroom Seven (Double): 3.22m x 3.02m with wash basin, Bedroom Eight (Family Room): 4.07m x 3.45m with En-Suite Shower Room, wc and wash basin, Bedroom Nine (Double): 4.08m x 3.18m with En-Suite Shower Room, wc and wash basin. Staff Shower Room with wc and wash basin.

Second Floor

Stairs to Staff Bedroom: 4.00m x 3.72m.

Outside:

Front: Tarmacadam forecourt providing off road car parking, covered vehicular access way to rear.

Rear: Large tarmac car park, freestanding store room and refrigeration trailer.

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

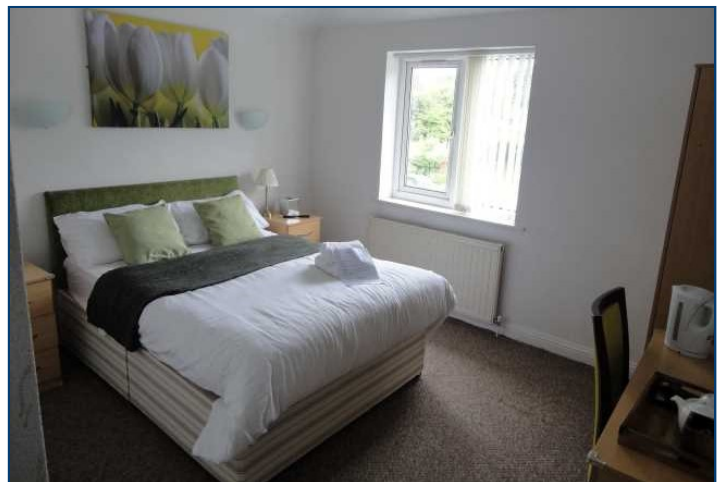
Viewings: Via Cottons - 0121 247 2233

Note: Various restaurant and kitchen fittings and furniture are excluded from the sale and are identified on an inventory contained within the Legal Pack. These items will be available to purchase separately by negotiation with the seller



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

A Presentable and Refurbished Freehold Vacant Hotel/Business Opportunity
*Guide Price: £800,000 - £875,000 (+Fees)



LOT 24

Middleton Hall Hotel, 47A & 47B Middleton Hall Road, Kings Norton, Birmingham, B30 1AF



Property Description:

An attractive and long established Hotel and Guest House prominently situated fronting Middleton Hall Road close to the junction with Station Road and set back behind a paved forecourt providing off road parking.

The property is of two-storey rendered brick construction with multi-pitched replacement tile clad roof and provides well laid out accommodation benefitting from 7 Bedrooms, UPVC double glazed windows, gas fired central heating and landscaped rear garden.

The majority of the property has been immaculately well maintained by the current owner who has upgraded large parts of the property in recent years including the exterior, guest areas, shower room fittings, living accommodation and bedrooms 6 & 7, whereas bedrooms 1 - 5 would benefit from upgrading along with some reconfiguration.

The property forms part of a highly regarded and popular residential area known as Kings Norton conveniently located within approximately 400 metres from Cotteridge Town Centre and 200 metres from Kings Norton Railway Station providing direct access to Birmingham city centre.

Planning

The property has been operating as a successful hotel / bed and breakfast for nearly 50 years and is long established. The property may be suitable for redevelopment of alternative uses including apartments or a single residential dwelling house and

all interested parties should contact the local planning department at Birmingham City Council prior to bidding to discuss their proposals.

Ground Floor

Porch Entrance, Hotel Reception Room: 4.46m x 2.75m, Lobby to Laundry Room and Cellar access. Dining Room: 3.76m x 3.4m, Side Entrance Hall, Kitchen: 3.51m x 3.05m with a range of modern fitted units, Guest Lounge: 4.3m x 3.6m.

Private Living Accommodation:

Lounge: 4.81m x 4.08m with feature fireplace and French doors to garden, Bedroom (Double): 3.71m x 3m with French doors to garden, Bathroom: 2.62m x 1.5m with modern suite comprising panel bath with shower over, vanity wash basin and wc, Office: 2.78m x 1.83m.

Cellar:

Room 1: 3.88m x 4.05m, Store: 4.05m x 0.98m

First Floor

Stairs and Landing, half Landing with Guest Bathroom with modern suite having panel bath, pedestal wash basin and wc, Cloakroom with wc and wash basin, Shower Room, Room One (Twin): 4.84m x 2.89m (max.) with pedestal wash basin, Room Two (Single): 3.62m x 1.99m (max.) with pedestal wash basin, Room Three (Single): 2.14m x 2.2m (min.) with pedestal wash basin (requires redecoration), Room Four (Single): 3.06m x 2.1m (min.) with pedestal wash basin, Room Five (Single): 3.33m x 1.94m with pedestal wash basin, Room Six (Double): 3.64m x 3.21m, En-Suite Shower Room

with glazed shower, wash basin and wc, Room Seven (Double): 3.51m x 3.27m with En-Suite Shower Room having glazed shower, wash basin and wc.

Outside:

Front: Fully paved forecourt providing off-road car parking.

Rear: Paved patio with pedestrian right of way to side, well maintained and landscaped lawned garden with mature borders and shed.

Legal Documents:

Available at www.cottons.co.uk

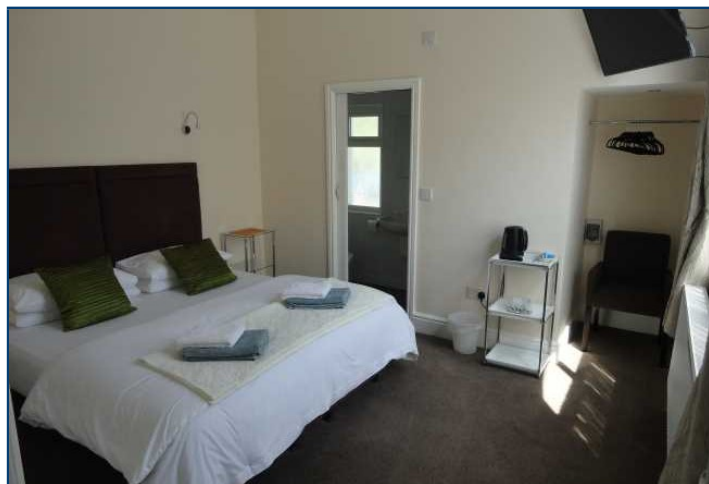
Viewings:

Via Cottons - 0121 247 2233



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

Freehold Vacant Hotel/Business Opportunity - Potential for Redevelopment/Alternative Use
*Guide Price: £430,000 - £460,000 (+Fees)



LOT 25

Freehold Vacant Semi-Detached House with 5 Double Bedrooms

*Guide Price: £270,000 - £285,000 (+Fees)

42 Stanmore Road, Edgbaston, Birmingham, West Midlands, B16 9TA



Property Description:

A substantial three storey semi-detached house of traditional brick construction surmounted by a pitched replacement tile clad roof offering extensive accommodation which includes three reception rooms and five double bedrooms and benefitting from gas fired central heating, mostly UPVC double glazed windows and large rear garden but requiring modernisation and refurbishment throughout.

The property is currently a single dwelling house and may offer scope as an investment for conversion to an HMO or flats, all being subject to Planning Consent, and all interested parties should make any enquiries prior to bidding.

The property forms part of an established residential area which contains a range of similar houses and the area is popular with both owner/occupiers and investors. Stanmore Road leads directly off Hagley Road (A456) providing ease of commuting by car or public transport to Birmingham City Centre which is within approximately two miles to the East.

Accommodation:

Ground Floor

Entrance Hall, Reception Hall, Front Reception Room: 4.24m x 3.95m, Rear Reception Room: 4.48m x 3.70m, Shower Room with glazed shower, wash basin and WC, Dining Room: 4.18m x 3.10m, Kitchen 3.1m x 2.25m

First Floor

Stairs and Landing, Bedroom One (double): 5.28m x 4.29m, Bedroom Two (double): 4.45 x 3.59m, Toilet with WC, Bathroom: 2.53m x 2.1m with bath and wash basin, Bedroom Three (double): 5.13m x 3.11m

Second Floor

Stairs and Landing, Bedroom Four (double): 5.46m x 4.43m, Bedroom Five (double): 3.72m x 3.53m

Outside:

Front: Partly paved foregarden with pedestrian side access

Rear: Yard and overgrown garden

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 26
Freehold Vacant Substantial Dwelling House with Potential

*Guide Price: £360,000 - £390,000 (+Fees)

39 Sandon Road, Edgbaston, Birmingham, West Midlands, B17 8DR

Property Description:

A substantial semi detached dwelling house of traditional brick construction surmounted by a pitched tile clad roof, set back behind a tarmac forecourt, occupying a generous plot and providing extensive accommodation laid out over three floors.

The property is classified as a single family dwelling house, benefitting from gas fired central heating, and part uPVC double glazed windows and was converted from a Residential Care Home following planning consent in September 2000. The accommodation is currently arranged as an informal (unlicensed) HMO containing 12 bedrooms, with fire panel, emergency lighting and fire doors and would readily convert to an 8 bedroom house with 4 or 5 reception rooms. The property may be suitable for a variety of alternative uses and all interested parties should discuss any proposals with the local planning department at Birmingham City Council prior to bidding.

The property is located close to the junction with City Road (A4040), with easy access to the City Centre via Hagley Road (A456).

Accommodation:
Ground Floor

Reception Hall, Room 1: 4.98m x 3.91m, Room 2: 4.24m x 3.94m, Room 3: 4.09m x 3.83m (less 1.53m x 1.51m), Room 4: 4.22m x 2.03m, Two Shower Rooms, each with glazed shower, pedestal wash basin and wc, Kitchen: 5.22m x 1.82m, Dining Room: 3.99m x 2.72m, Rear Entrance Hall, Room 5: 4.87m x 2.03m.

First Floor

Stairs and Landing, Room 6: 4.9m x 2.05m, Shower Room with shower, wash basin and wc, Cloakroom with wc and wash basin, Bathroom with bath and shower attachment, wash basin and wc, Breakfast

Kitchen: 4.27m x 3.93m, Room 7: 5.42m x 5.00m (max.), Room 8: 4.09m x 3.83m (less 1.53m x 1.51m) approx., Room 9: 4.21m x 2.03m.

Second Floor

Stairs and Landing, Shower Room with shower, wash basin and wc, Room 10: 4.24m x 2.46m approx., Room 11: 4.22m x 4.06m approx., Room 12: 4.33m x 2.62m

Outside:

Front: Tarmacadam forecourt/car parking.

Rear: Yard and lawned garden.

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 27

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £80,000 - £88,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

76 Highview Street, Dudley, West Midlands DY2 7JS

Property Description:

A semi detached house of two storey rendered brick construction, surmounted by a pitched tile clad roof occupying an elevated position behind a lawned foregarden.

The property provides well laid out accommodation including three bedrooms and benefits from replacement UPVC windows and external doors but requires modernisation and improvement throughout.

Highview Street forms part of the Kates Hill residential estate and is located via Price Street off St. Johns Road, approximately half a mile to the south of Dudley Town Centre.

Accommodation:

Ground Floor

Reception Hall, Toilet with wc, L-Shaped Lounge: 5.27m x 3.03m, plus 3.27m x 1.75m, Kitchen: 3.04m x 2.78m, side entrance door, covered side entrance, brick store, Workshop/Store room: 2.25m x 1.72m.

First Floor

Stairs and Landing, Bedroom One (Single): 3.02m x 2.10m, Bedroom Two (Double): 4.21m x 3.05m, Bedroom Three (Double): 3.65m x 3.27m (max.), Bathroom with panel bath and pedestal wash basin.

Outside:

Front: Walled foregarden.

Rear: Yard, patio and sloping lawned garden.

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

Viewings: Via Cottons - 0121 247 2233



LOT 28

Freehold Vacant Semi-Detached House with Three Bedrooms

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

11 Eltham Grove, Kingstanding, Birmingham, West Midlands B44 0QQ

Property Description:

A semi-detached house of two-storey brick construction, surmounted by a hipped slate clad roof, benefitting from aluminium double glazed windows, three bedrooms and off road car parking but requiring complete refurbishment and modernisation throughout.

Eltham Grove comprises of a cul-de-sac located off Ellerton Road and the property forms part of an established residential area of Kingstanding, located approximately a quarter of a mile to the south east of Kingstanding Shopping Centre and approximately five miles to the north of Birmingham City Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge: 4.31m x 4.23m, Dining Kitchen: 4.23m x 2.91m, Lobby, Toilet

First Floor

Stairs and Landing, Bedroom One (Double): 3.29m x 3.23m, Bedroom Two (Double): 3.93m x 2.89m, Bedroom Three (Single): 2.9m x 2.27m, Shower Room: 1.96m x 1.62m currently with wc only.

Outside:

Front: Lawned foregarden and driveway providing off road parking.

Rear: Pedestrian side access to overgrown rear garden with shed.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



NRT

PROPERTY CONSULTANTS

LOT 29
Freehold Vacant Semi Detached House with Two Bedrooms

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

59 Greenwood Place, Kingstanding, Birmingham, West Midlands B44 0JF
Property Description:

A mid-terraced house of two-storey rendered brick construction, surmounted by a pitched tile clad roof benefitting from UPVC double glazed windows and gas fired central heating but requiring repair and refurbishment throughout.

The property is set back behind a lawned foregarden and is situated in a cul-de-sac forming part of the established residential estate of Kingstanding.

Greenwood Place leads directly off Finchley Road which, in turn, leads off Kings Road (B4149). Kingstanding Shopping Centre is located within approximately three quarters of a mile to the north west and Birmingham City Centre within approximately four miles to the south.

Accommodation:
Ground Floor

Entrance Hall, Lounge: 4.29m x 3.37m, Kitchen: 3.69m x 2.81m with pantry.

First Floor

Stairs and Landing, Bedroom One (Double): 3.28m x 4.26m, Bedroom Two (Double): 3.9m x 2.87m, Bathroom: 2.91m x 2.27m with bath having shower over, pedestal wash basin and wc.

Outside:

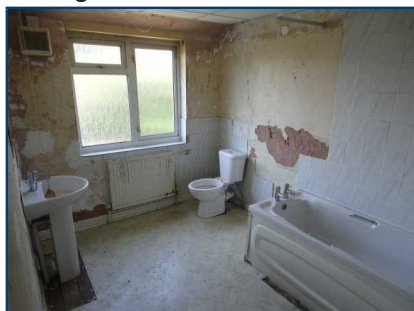
Front: Lawned foregarden, shared pedestrian entry access to rear.

Rear: Paved patio, integral toilet with wc and lawned garden (overgrown).

Legal Documents: Available at

www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233


LOT 30
Freehold Vacant Mid-Terraced House with Three Bedrooms

*Guide Price: £70,000 - £77,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council
15 Norton Crescent, Netherton, Dudley, West Midlands DY2 9NJ
Property Description:

A mid-terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, benefitting from rear extension, mostly UPVC double glazed windows and external doors, gas fired central heating and three bedrooms, but requiring some repair and modernisation throughout.

The property forms part of the established residential area of Netherton and Norton Crescent leads directly off Molyneux Road which in turn leads off Halesowen Road (A459) and the property is conveniently within two miles to the south of Dudley town centre and one mile to the west of Blackheath town centre.

Accommodation:
Ground Floor

Reception Hall, Walk-in store cupboard, Lounge: 4.12m x 3.75m, Dining Kitchen: 3.93m x 3.7m, Bathroom: 1.73m x 1.72m with panel bath, pedestal wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (Double): 3.78m x 2.76m, Bedroom Two (Single): 2.76m x 2.12m, Bedroom Three (Double): 4.09m x 3.39m, Cloakroom with wc and pedestal wash basin.

Outside:

Front: Lawned foregarden.

Rear: Paved yard and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 31
Freehold Vacant Detached Bungalow on Large Plot with Two Bedrooms

*Guide Price: £170,000 - £185,000 (+Fees)

94 Church Road, Perry Barr, Birmingham, West Midlands, B42 2LF

Property Description:

A detached bungalow of traditional brick construction surmounted by a hipped tile clad roof, occupying a large plot extending to approximately 0.17 acres and providing well-laid out accommodation benefitting from off road car parking, garage, mostly UPVC double glazed windows, electric heating and large rear garden.

The property is situated opposite Perry Park and conveniently within half a mile from Alexander Stadium and three miles from Birmingham City Centre to the south, Scott Arms Shopping Centre, Great Barr and M6 motorway (Junction 7) to the north.

Accommodation:
Ground Floor

Porch, Reception Hall, Lounge: 3.65m x 3.49m, Dining/Rear Sitting Room: 3.63m x 3.54m, Lean-to Kitchen: 3.92m x 2.42m, Bedroom One (Double): 3.63m x 3.5m, Bedroom Two (Double): 3.56m x 2.61m, Shower Room: 2.34m x 2.1m with glazed shower enclosure, pedestal wash basin and wc.

Outside:

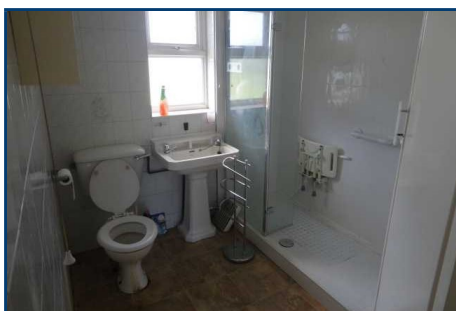
Front: Lawned foregarden and paved driveway, providing off road parking, leading to side garage (not inspected), pedestrian side access to rear.

Rear: Covered yard, brick store and wc, paved patio and a large lawned garden with pond.

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 32

Freehold Land

*Guide Price: £1,000 - £1,500 (+Fees)

Plot 39, Rushmead Lane, South Wraxall, Bradford-on-Avon, Wiltshire BA15 2RZ

Property Description:

A parcel of Freehold Land, rectangular in shape and extending to an area of approximately 385 sq m.

The land forms part of a pasture field which has been sub-divided into a number of small plots and is located off Rushmead Lane, approximately 500m to the north west of Lower South Wraxall which comprises a quaint village located approximately six miles to the east of Bath.

All interested parties should refer to the Land Registry Title documents for the exact location and site boundary.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External only.

Note: The postcode is for location purposes only.



LOT 33

Freehold Land

*Guide Price: £1,000 - £1,500 (+Fees)

Plot 40, Rushmead Lane, South Wraxall, Bradford-on-Avon, Wiltshire BA15 2RZ

Property Description:

A parcel of Freehold Land, rectangular in shape and extending to an area of approximately 385 sq m.

The land forms part of a pasture field which has been sub-divided into a number of small plots and is located off Rushmead Lane, approximately 500m to the north west of Lower South Wraxall which comprises a quaint village located approximately six miles to the east of Bath.

All interested parties should refer to the Land Registry Title documents for the exact location and site boundary.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External only.

Note: The postcode is for location purposes only.



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LOT 34
Freehold Vacant Three Bedroom Detached House

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

113 Scruptoft Lane, Leicester, Leicestershire LE5 2FE
Property Description:

A three bedroom detached property of brick construction surmounted by a tiled roof set back from the road behind a driveway allowing for off road parking giving access to garage. The property benefits from having UPVC double glazing and gas fired central heating. The property may be suitable for extension works however all interested parties must satisfy themselves in full with Leicestershire County Council. The property is located on Scruptoft Lane adjacent to Monk Rest Gardens and close to the junctions with both Vicarage Lane and Havencrest Drive

Ground Floor

Entrance Porch, Entrance Hallway, WC, Through Lounge, Kitchen, Utility Room, Stairs

First Floor

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

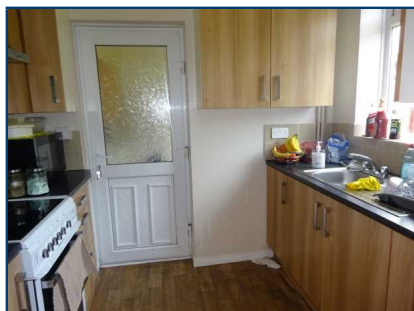
Outside:

Front: Driveway allowing for off road parking and access to side garage

Rear: Lawned garden

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

Viewings - Via Cottons – 0121 247 2233


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LOT 35

Freehold Investment - Three Storey Detached House with Six Bedrooms

*Guide Price: £275,000 - £295,000 (+Fees)

235 Westminster Road, Handsworth, Birmingham, West Midlands, B20 3NB



Property Description:

An attractive modern three storey detached house of cavity brick wall construction with pitched tile clad roof prominently situated at the northern section of Westminster Road overlooking Wellington Road (A4040). The property forms part of a modern development of similar residential housing and offers presentable well laid out accommodation which includes six bedrooms, however the accommodation is currently arranged for the purposes of supported living, with two additional bedrooms to the ground floor along with ancillary living accommodation and five bath/shower rooms. The property benefits from UPVC double glazed windows, gas fired central heating, off road car parking and a range of modern fittings. Westminster Road forms part of an established residential area and the property is within half a mile from One Stop Shopping Centre at Perry Barr

Tenancy Information:

The property is currently let for the purposes of supported living on a Lease for a term of 3 years commencing December 2020 at a rental of £1,250 pcm (£15,000 per annum).

Accommodation:

Ground Floor

Reception Hall, Shower Room with glazed shower enclosure, vanity wash basin and WC, Living/Dining Kitchen: 4.28m x 3.03m plus 2.33m x 2.14m, Room One: 3.08m x 3.21m, Room Two: 4.21m x 3.27m,

First Floor

Stairs and Landing, Room Three: 3.37m x 3.05m, Room Four: 3.21m x 2.97m, Bathroom with bath having shower attachment, wash basin and WC, Lounge: 3.05m x 2.95m, Room Five: 3.39m x 2.89m

Second Floor

Stairs and Landing, Room Six: 6.45m x 4.06m with

en-suite shower room having glazed shower enclosure, pedestal wash basin and WC, Room Seven: 6.47m x 3.01m - minimum with en-suite shower room having glazed shower enclosure, wash basin and WC

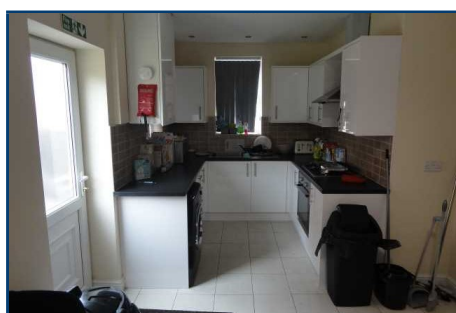
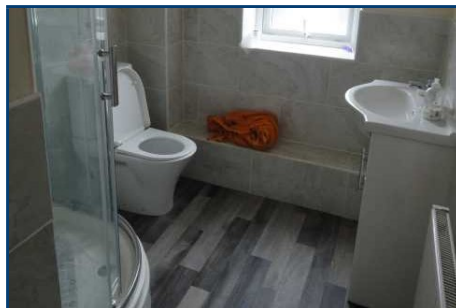
Outside:

Front: Paved forecourt providing off road parking

Rear: Enclosed lawned garden

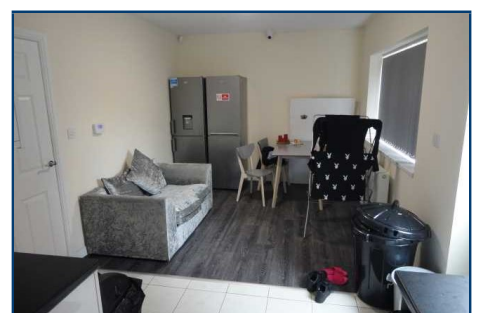
Legal Documents: Available at www.cottons.co.uk

Paul Jackson
Estate Agents



Viewings:

Via Cottons – 0121 247 2233



LOT 36
Freehold Vacant Licensed Function Venue with Parking

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

Moose Centre Woodward Street, West Bromwich, West Midlands, B71 4AP

Property Description:

A substantial detached brick built premises set back from the road behind a tarmac forecourt allowing for off road parking and side driveway giving access to a rear car park. The property has previously been used as a licensed Function/meeting room venue with function room with bar area, meeting room, kitchen, male, female and disabled toilets and front and rear car parking. The property may be suitable for a variety of uses and we understand the owners have approached Sandwell Council with preliminary enquires regarding planning for residential development and have received satisfactory response which is included within the legal pack however all interested parties however must make their own enquiries prior to bidding. The property is located on Woodward Street which is located off both Lloyd Street and Hallam Street and the property is within approximately half a miles distance to West Bromwich Town Centre.

Viewings – Via Cottons – 0121 247 2233

Legal Documents – Available at
www.cottons.co.uk
Accommodation:
Ground Floor

Entrance Hallway, Kitchen (4.02 x 4.81 mtrs), Function Room and Bar (14.95 x 8.90 mtrs), Meeting Room (5.79 x 3.85 mtrs), Inner Hallway, Male and Female WC's and Disabled WC

Outside:

Front: Forecourt, side gated access to rear car park, garage and store

**TOM GILES
& CO**

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



Rear Car Park



LOT 37

Freehold Ground Rent Investment (Approx. 26 Years Unexpired) *Guide Price: £12,000 - £15,000 (+Fees)

FGR, 54 Mayswood Grove, Quinton, Birmingham, West Midlands B32 2RQ

Property Description:

A freehold ground rent investment secured upon a traditional semi detached house of two-storey brick construction with pitched tile clad roof, set back behind a paved forecourt providing off road parking.

The property is situated in the popular residential area of Quinton.

The property is subject a long lease term of 99 years from 25 December 1948 (approx. 26 years unexpired) at a ground rent of £7.35 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

BK Bruton Knowles



LOT 38

Freehold Ground Rent Investment (Approx. 26 Years Unexpired) *Guide Price: £12,000 - £15,000 (+Fees)

FGR, 72 Mayswood Grove, Quinton, Birmingham, West Midlands B32 2RQ

Property Description:

A freehold ground rent investment secured upon a traditional semi detached house of two-storey brick construction with pitched tile clad roof, set back behind a paved forecourt providing off road car parking.

The property is situated in the popular residential area of Quinton.

The property is subject a long lease term of 99 years from 25 December 1948 (approx. 26 years unexpired) at a ground rent of £7.35 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

BK Bruton Knowles



LOT 39

Freehold Ground Rent Investment (Approx. 32 Years Unexpired) *Guide Price: £9,000 - £11,000 (+Fees)

FGR, 21 Hansom Road, Quinton, Birmingham, West Midlands B32 1NY

Property Description:

A freehold ground rent investment secured upon a traditional semi detached house with side garage of two-storey brick construction with a hipped tile clad roof, set back behind a lawned foregarden and driveway.

The property is situated in the popular residential area of Quinton.

The property is subject a long lease term of 99 years from 25 March 1954 (approx. 32 years unexpired) at a ground rent of £9.75 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

BK Bruton Knowles



LOT 40

Freehold Ground Rent Investment (Approx. 16 Years Unexpired)

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

FGR, 55 Lindsworth Road, Kings Norton, Birmingham, West Midlands B30 3RP

Property Description:

A freehold ground rent investment secured upon a traditional semi detached house of two-storey brick construction with hipped tile clad roof, set back behind a paved forecourt providing off road car parking.

The property is situated in the popular residential area of Kings Norton.

The property is subject a long lease term of 99 years from 25 December 1938 (approx. 16 years unexpired) at a ground rent of £6.00 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

BK Bruton Knowles



LOT 41

Freehold Ground Rent Investment (Approx. 33 Years Unexpired)

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

FGR, 153 Quinton Road West, Quinton, Birmingham, West Midlands B32 2RJ

Property Description:

A freehold ground rent investment secured upon mid terraced retail shop with accommodation over and forming part of a neighbourhood parade. The property is of two-storey brick construction with pitched tile clad roof, set back behind a service road

The property is situated in the popular residential area of Quinton.

The property is subject a long lease term of 99 years from 25 March 1955 (approx. 33 years unexpired) at a ground rent of £25.00 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

BK Bruton Knowles



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LOT 42

Freehold Vacant Retail/Office Development Opportunity

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

Land and Building Adj, 43 Enville Road, Kingswinford, West Midlands DY6 0NL

Property Description:

A former public convenience of single storey brick construction with a flat roof, benefitting from planning consent for redevelopment providing a two storey commercial premises with ground floor retail and first floor offices.

The property is located fronting Enville Road, set back behind a tarmacaded forecourt and situated adjacent to a parade of local shops at the entrance to a service yard which is located close to the junction with Wall Heath High Street. The property is located adjacent to the entrance to Albion Parade public car park.

Kingswinford comprises a popular and well regarded suburb located close to open countryside, approximately four miles to the west of Dudley town centre and four miles to the north of Stourbridge town centre.

Planning:

Planning consent was granted by Dudley Metropolitan Borough Council on 20th August 2019 (Ref: P19/0782) for change of use with first floor and two storey side extensions and front elevation changes to A1 Retail use on the ground floor with office use on the first floor.

The architects plans approved with planning application detailed two storey accommodation as follows:

Ground Floor: Retail Shop 33.51sq.m (363 sq. ft) approx.

First Floor: Office 33.51sq.m (363 sq. ft) approx.

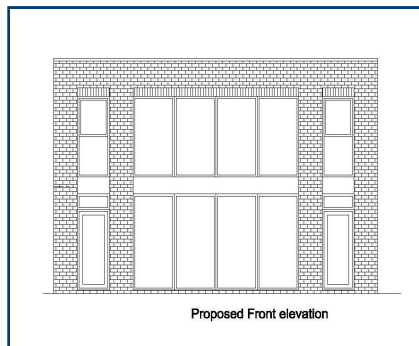
Total Floor Area (GIA): 67.02 sq. m (721 sq. ft) approx.

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

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

www.cottons.co.uk



LOT 43**Freehold Vacant Semi-Detached House with Three Bedrooms**

*Guide Price: £170,000 - £185,000 (+Fees)

17 Fairfax Road, Sutton Coldfield, West Midlands B75 7JX**Property Description:**

A semi-detached house of two-storey brick construction surmounted by a pitched tile clad roof, set back from the road behind a lawned foregarden and driveway providing off road parking, and benefitting from UPVC double glazed windows and three bedrooms but requires modernisation and improvement throughout.

The property may have scope for future extension of the existing dwelling to the side and rear and all interested parties should contact the Local Planning Department to discuss any proposals.

The property forms part of an established residential estate and Fairfax Road leads directly off Reddick Heath Road and the property is located approximately one mile to the east of Sutton Coldfield Town Centre and approximately seven miles to the north east of Birmingham City Centre.

Accommodation:**Ground Floor**

Porch, Reception Hall, Lounge: 5.0m x 3.28m, Kitchen: 3.4m x 2.12m with pantry, Utility/Rear Entrance: 2.42m x 1.75m, Toilet with wc.

First Floor

Stairs and Landing, Bedroom One (Double): 3.61m x 3.41m, Bedroom Two (Double): 3.31m x 2.78m, Bedroom Three (Single): 2.71m x 2.42m, Bathroom: 1.96m x 1.82m with adapted shower bath, pedestal wash basin and wc.

Outside:

Front: Lawned foregarden and paved driveway with pedestrian side access.

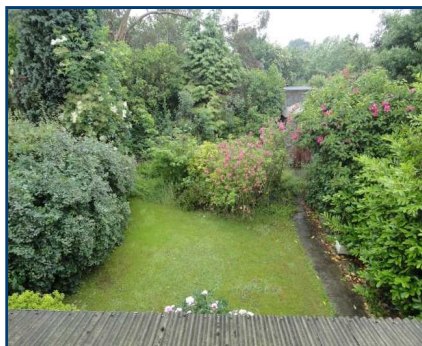
Rear: Side yard, Covered patio, partly lawned garden and two sheds.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

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LOT 44

Leasehold Vacant Possession - City Centre Flat *Guide Price: £85,000 - £95,000 (+Fees)

Flat 113 Cleveland Tower, Holloway Head, Birmingham, West Midlands B1 1UD

Property Description:

A well laid out purpose built flat situated on the 15th floor of a prominent block located at the junction of Holloway Head and Bristol Street and enjoying superb views over the north west and north eastern parts of the City and beyond. The development itself occupies a central location close to such landmark buildings as the Mailbox and Beetham Towers/Radisson Hotel and benefits from convenient access to both the central shopping area which includes the Bullring and to Broad Street which provides a wide range of leisure and entertainment facilities. The property itself benefits from UPVC double glazed windows and modern kitchen fittings. All furniture, fixtures and fittings are included in the sale.

Accommodation

Ground Floor

Communal Entrance with security door entry system and resident concierge. Lift Access to 15th Floor

Communal Landing, Reception Hall with Store Cupboard, Lounge with Balcony, Kitchen, Bedroom and Shower room with shower cubicle, wash basin and wc,

Leasehold Information

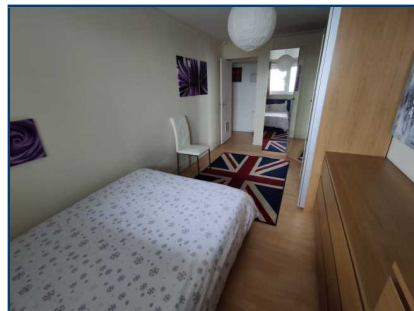
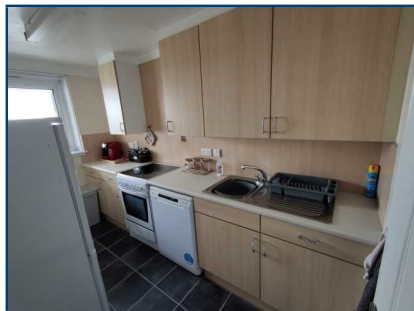
Terms: 125 years from 18 December 2006

Ground Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

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

Viewings: Via Cottons - 0121 2472233



LOT 45

Freehold Vacant Mid-Terraced House with Two Bedrooms *Guide Price: £85,000 - £90,000 (+Fees)

46 Mason Street, West Bromwich, West Midlands B70 9NN

Property Description:

A mid-terraced house of two-storey traditional brick construction, surmounted by a pitched tile clad roof, benefitting from UPVC double glazed windows, gas-fired central heating, large ground floor extension but requiring complete modernisation and refurbishment throughout.

Mason Street comprises of a cul-de-sac and is located via Cordley Street and Dudley Street, off Carters Green, and the property is conveniently within quarter of a mile from local retail shops at Carters Green and half a mile from West Bromwich Town Centre.

Accommodation:

Ground Floor

Lounge: 3.4m x 3.44m, Lobby with store

cupboard, Rear Reception Room: 3.67m x 3.38m, Kitchen: 4.11m x 1.87m, Rear Entrance Hall, Shower Room: 2.49m x 1.88m with glazed shower enclosure, pedestal wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (Double): 3.42m x 3.4m, Bedroom Two (Double): 3.67m x 3.39m.

Outside:

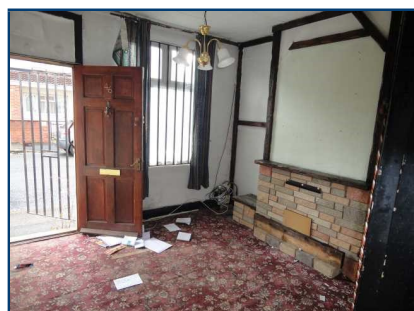
Rear: Yard and overgrown garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 46
Freehold Vacant Semi-Detached House with Two Bedrooms

*Guide Price: £100,000 - £105,000 (+Fees)

26 Graham Road, West Bromwich, B71 4ED
Property Description:

A semi detached house of two-storey rendered brick construction, surmounted by a pitched tile clad roof, benefitting from double glazed windows, modern kitchen and shower room fittings and garage, located to the rear, but requiring modernisation and improvement throughout.

Graham Road comprises of a cul-de-sac located off Grafton Road which leads via Lyndon off All Saints Way (A4031). The property is conveniently within approximately 200 metres from Sandwell Hospital, half a mile from West Bromwich Town Centre and one mile from the M5 Motorway (Junc. 1).

Accommodation:
Ground Floor

Porch, Entrance Hall, Lounge: 4.1m x 3.41m, Kitchen: 3.41m x 2.76m with range of modern fitted units, Rear Entrance Hall with store cupboard, Cloakroom with wc and wash basin.

First Floor

Stairs and Landing, Bedroom One (Double): 3.41m x 3.48m, Bedroom Two (Double): 3.4m x 2.78m, Shower Room: 2.4m x 1.53m with glazed shower enclosure, pedestal wash basin and wc.

Outside:

Front: Small walled foregarden with pedestrian side access.

Rear: Paved patio, long lawned garden, greenhouse and a free-standing concrete garage.

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

Viewings: Via Cottons - 0121 247 2233


--- Legal Documents Online ---


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

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

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

LOT 47

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £80,000 - £88,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

66 Langstone Road, Russells Hall, Dudley, West Midlands DY1 2NJ

Property Description:

A semi detached house of two storey brick construction, with pitched tile clad roof, benefitting from UPVC double glazed windows and external doors, gas fired central heating, three bedrooms and occupying a large plot with surrounding gardens and potential for off road car parking at the rear but requiring modernisation and improvement.

The property forms part of an established residential estate and Langstone Road leads directly of Russells Hall Road conveniently located approximately half a mile from Russells Hall Hospital and one mile to the west of Dudley town centre.

Outside:

Front: Lawned garden extending to side.

Rear: Lawned garden, informal driveway (no dropped kerb), paved patio and yard with brick store, veg plot and dilapidated brick workshop.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



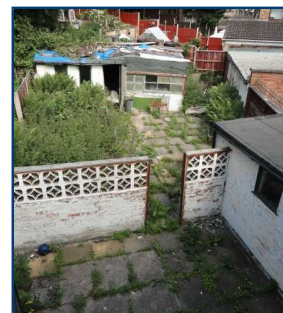
Accommodation:

Ground Floor

Reception Hall, Kitchen: 3.98m x 2.0m, Through Lounge with Dining Room: 7.16m x 3.42m.

First Floor

Stairs and Landing, Bedroom One (Double): 3.78m x 3.23m, Bedroom Two (Double): 3.32m x 3.03m, Bedroom Three (Single): 2.9m x 2.2m, Bathroom: 2.4m x 2.25m with panel bath, pedestal wash basin and wc.



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).

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).

Payment will be required by bank transfer within 24 hours of the auction ending and your bidding security payment will be credited against the monies due.

- 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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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

4th Edition

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

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

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to **condition** 69.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

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

Auctioneers

The auctioneers at the **auction**.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

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

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

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

Your (and **your**)

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

Auction conduct conditions

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

(f) outgoing and other liabilities;

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

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

G2.2 The deposit

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

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

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

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

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

G3. Between contract and completion

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

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

(b) pay the premiums when due;

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

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

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

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

(a) terminate the **contract**;

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

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

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

G9.5 The **buyer** must:

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

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

G19.5 Where relevant:

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

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

G20. TUPE

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

G23. Rent reviews

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

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

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

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

G25. Warranties

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

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

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

G25.3 If a warranty is not assignable the **seller** must after **completion**: (a) hold the warranty on trust for the **buyer**; and (b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor. G27.2 This **condition** G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

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

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

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

G28. Notices and other communications

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

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

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

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

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

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

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

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

G30. Extra General Conditions

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

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

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

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

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

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

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

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

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

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

LEGAL PACKS

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

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

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

**If you need any help
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