

11th SEPTEMBER 2014

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 11th SEPTEMBER 2014
11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection prior to the auction sale at the Vendors Solicitors and Auctioneers offices and online at www.cottons.co.uk and will also be available for inspection in the sale room on the day of the auction, but they will NOT then be read.

The purchaser shall be deemed to bid upon these terms whether they have inspected the conditions or not

Auctioneers Advice

If your bid is successful, you will have entered into a binding contract to purchase that particular Lot. It is therefore important that you consider the following:

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. Prospective purchasers are advised to undertake their own investigations.
6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

IMPORTANT NOTICE

All Bidders must arrive at the Auction with the required Identification Documents and an appropriate means of Deposit Payment. Full details are outlined below. If you fail to comply with these requirements, we will be unable to register you for Bidding.

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

Money Laundering Regulations were introduced by the Government from 1st March 2004 governing the way in which auction deposits are taken.

To comply with this Act, we require all purchasers to pay their deposit by any of the following methods:

- **Bank/Building Society Draft**
- **Personal/Company Cheque (All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)**
- **Debit/Credit Card Payments**

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.

Credit card or Business card Payments

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 2.00% surcharge is payable.

Please note we only accept Visa and MasterCard. All cards must be Chip & Pin enabled.

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)**

7. 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. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. 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.

8. 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.

9. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property that they have purchased. The Auctioneers have arranged, through their special "Auction Block Policy", insurance cover for all Lots for a period of 28 days, from the auction date. This insurance is subject to confirmation by the purchaser within 30 minutes of the sale. A certificate of cover, will be issued upon payment of a nominal premium.

10. 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.

11. 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.

12. **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.**

13. The Auctioneers reserve the right to photograph successful bidders for security purposes.

14. The successful bidder will be required to pay an Administration Fee of £395 + 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 £150 + VAT.

15. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquires relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

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.

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.

Footnote

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.

A Collective Auction Sale of 65 LOTS

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Land and Development Opportunities. By instruction of a variety of Vendors including Coventry City Council, Banks, Receivers, Solicitors, Joint Property Agents, Companies and Private Clients.

Order of Sale

Lot	Property	Lot	Property	Lot	Property
1	209 WILLENHALL ROAD, WOLVERHAMPTON, WV1 2HY	Freehold Vacant Residential	52	AVALON HOUSE, 3 KING STREET, CHELTENHAM,, GLOUCESTERSHIRE, GL50 4AU	Freehold Vacant Residential
2	60 BLACKROCK ROAD, ERDINGTON, BIRMINGHAM, B23 7XN	Freehold Vacant Residential	53	58 & 58A HIGH STREET, WEM, SHREWSBURY, SY4 5DW	Freehold Commercial Investment
3	115 JAMES TURNER STREET, BIRMINGHAM, B18 4ND	Freehold Vacant Residential	54	LAND OFF ST BRADES CLOSE, OLDBURY, SANDWELL	Freehold Land
4	32 POWKE LANE, ROWLEY REGIS,, WEST MIDLANDS, B65 0AD	Freehold Vacant Residential	55	25 OAKWOOD ROAD, WALSALL, WEST MIDLANDS, WS3 1AZ	Freehold Vacant Residential
5	83 LEYBOURNE CRESCENT, PENDEFORD, WOLVERHAMPTON, WV9 5QG	Freehold Vacant Residential	56	151 PARK LANE WEST, TIPTON, WEST MIDLANDS, DY4 8LE	Freehold Vacant Residential
6	52 COMMONSIDE, BRIERLEY HILL, WEST MIDLANDS, DY5 4LD	Freehold Vacant Residential	57	30 HUMBER ROAD, COVENTRY, WEST MIDLANDS, CV3 1BA	Freehold Commercial Investment
7	102 WHARF ROAD, KINGS NORTON, BIRMINGHAM, B30 3LP	Freehold Vacant Residential	58	32 HUMBER ROAD, COVENTRY, CV3 1BA	Freehold Commercial Investment
8	83 BLAKELEY HALL ROAD, OLDBURY, WEST MIDLANDS, B69 4ES	Freehold Vacant Residential	59	20 MAPLETON GROVE, BIRMINGHAM, B28 9RG	Freehold Vacant Residential
9	44 MARSTON ROAD, WOLVERHAMPTON, WV2 4NL	Freehold Vacant Residential	60	10 BATH COURT, ABDON AVENUE, SELLY OAK, BIRMINGHAM, B29 4NS	Leasehold Residential Investment
10	113 WITTON LODGE ROAD, BIRMINGHAM, B23 5JD	Freehold Vacant Commercial	61	22 BATH COURT, ABDON AVENUE, SELLY OAK, BIRMINGHAM, B29 4NS	Leasehold Residential Investment
11	22 VICTORIA ROAD, BRIERLEY HILL, WEST MIDLANDS, DY5 1DD	Freehold Vacant Residential	62	46 BILHAY LANE, WEST BROMWICH, WEST MIDLANDS, B70 9RS	Freehold Vacant Residential
12	44 MOAT ROAD, WALSALL WS2 9PJ, WS2 9PJ	Freehold Vacant Residential	63	54 ALLWOOD GARDENS, WOODGATE, BIRMINGHAM, B32 3UA	Freehold Vacant Residential
13	FLAT 15, ENDWOOD COURT, 1 HANDSWORTH WOOD ROAD, B'HAM, B20 2RZ	Leasehold Residential Investment	64	LAND ADJ 15 CHERRY HILL ROAD, BARNT GREEN, BIRMINGHAM, B45 8LN	Freehold Land
14	54 HIGH STREET, BILSTON, WEST MIDLANDS, WV14 0EP	Freehold Commercial Investment	65	83 HIGH STREET, DUDLEY, WEST MIDLANDS, DY1 1QP	Freehold Commercial Investment
15	UNIT 12 PHOENIX BUSINESS PARK, AVENUE CLOSE, ASTON, B7 4NU	Freehold Vacant Commercial			
16	42 HARNALL LANE WEST, COVENTRY, CV1 4EZ	Freehold Vacant Residential			
17	FGR, COTTAGE 1, MANOR FARM HOUSE, HENLEY ROAD, COVENTRY, CV2 1AB	Freehold Ground Rent			
18	COTTAGE 2, MANOR FARM HOUSE, HENLEY ROAD, COVENTRY, CV2 1AB	Freehold Vacant Residential			
19	LAND (ADJ 624), STONEY STANTON RD, COVENTRY, CV6 5FT	Freehold Land with Potential			
20	LAND (ADJ 47), RIBBLE RD, LOWER STOKE, COVENTRY, CV3 1AW	Freehold Land with Potential			
21	LAND (ADJ 206) BELL GREEN RD, LONGFORD, COVENTRY, CV6 7GX	Freehold Land with Potential			
22	CANLEY SPORTS AND SOCIAL CLUB, MARLER ROAD, COVENTRY, CV4 8BU	Leasehold Land with Potential			
23	18 HERBERT ROAD, HANDSWORTH, BIRMINGHAM, B21 9AE	Freehold Vacant Residential			
24	LOCK UP GARAGE INVESTMENT PORTFOLIO, BURTON UPON TRENT, STAFFS	Freehold Garage Investment			
25	47 HIGH STREET, DAWLEY, TELFORD, SHROPSHIRE, TF4 2EX	Freehold Commercial Investment			
26	GARAGE SITE BETWEEN 3 & 5 PROSPECT STREET, TIPTON, DY4 0EE	Freehold Garage Yard			
27	1 BRINDLEY STREET, STOURPORT-ON-SEVERN, WORCESTERSHIRE, DY13 8JA	Freehold Residential Investment			
28	3 BRINDLEY STREET, STOURPORT-ON-SEVERN, WORCESTERSHIRE, DY13 8JA	Freehold Commercial Investment			
29	102 MINSTER ROAD, STOURPORT-ON-SEVERN, WORCESTERSHIRE, DY13 8AJ	Freehold Commercial Investment			
30	26 COMMERCIAL STREET, HEREFORD, HR1 2DE	Freehold Vacant Commercial			
31	149 PARK STREET SOUTH, WOLVERHAMPTON, WV2 3JF	Freehold Vacant Residential			
32	5 WISHAW GROVE, KINGSHURST, BIRMINGHAM, B37 6DS	Freehold Residential Investment			
33	KENRICK HOUSE, UNION STREET, WEST BROMWICH, B70 6DB	Freehold Vacant Commercial			
34	73 HIGH STREET, WALSALL WOOD,, WALSALL, WS9 9LR	Freehold Vacant Residential			
35	36 & 36A HIGH STREET, BRIERLEY HILL, WEST MIDLANDS, DY5 3AE	Freehold Vacant Commercial			
36	1176 & 1178 COVENTRY ROAD, HAY MILLS, BIRMINGHAM, B25 8DA	Freehold Vacant Commercial			
37	183 GRAVELLY LANE, BIRMINGHAM, B23 5SG	Freehold Commercial Investment			
38	114 WESTON LANE, TYSELEY, BIRMINGHAM, B11 3RX	Freehold Vacant Residential			
39	6 BRICKHOUSE LANE SOUTH, TIPTON, WEST MIDLANDS, DY4 7HJ	Leasehold Vacant Residential			
40	56 HIGH STREET, BILSTON, WEST MIDLANDS, WV14 0EP	Freehold Vacant Commercial			
41	86 RINGWOOD ROAD, WOLVERHAMPTON, WV10 9EP	Freehold Vacant Residential			
42	255 HOSPITAL STREET, BIRMINGHAM, B19 2YF	Freehold Vacant Commercial			
43	48D, 1 PIPERS ROAD, PARK FARM INDUSTRIAL ESTATE, REDDITCH, B98 0HU	Freehold Vacant Industrial			
44	10 BOWCROFT GROVE, ERDINGTON, BIRMINGHAM, B24 0HX	Freehold Vacant Residential			
45	LAND TO THE SOUTH OF BURY HILL PARK, ROWLEY REGIS, OLDBURY	Freehold Land			
46	75 WOLVERHAMPTON STREET, DUDLEY, DY1 3AN	Freehold Vacant Commercial			
47	115 BLACKBERRY LANE, HALESOWEN, WEST MIDLANDS, B63 4NZ	Freehold Vacant Residential			
48	LAND REAR 159 OLD PARK ROAD, DUDLEY, WEST MIDLANDS, DY1 3NE	Freehold Development Land			
49	FLATS 1 - 6 CHARNWOOD COURT, LONDON ROAD, COALVILLE, LE67 3JH	Freehold Ground Rent Investment			
50	THE WHITE HART PH, ROUNDWELL STREET, STOKE-ON-TRENT, ST6 5JJ	Freehold Vacant Public House			
51	SOVEREIGN HOUSE, 17 WOODHOUSE STREET, STOKE-ON-TRENT, ST4 4QX	Freehold Vacant Commercial			

Auctioneers

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IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

All Bidders must arrive at the Auction with the required Identification Documents and appropriate means of Deposit Payment. If you fail to comply with these requirements, you will be unable to bid.

ID REQUIREMENTS

- Full UK Passport or Photo Driving Licence
- Recent Utility Bill, Council Tax Bill, or Bank Statement (not a mobile phone bill)

DEPOSIT/PAYMENT METHODS

- Bank/Building Society Draft
- Personal/Company Cheque
- Debit/Credit Card

A surcharge of 2.00% is payable for all credit cards and any card associated with a business account

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE
Immediately following your successful auction bid you are required to pay the auctioneer's administration charge as detailed in the auction catalogue

LOT 1

Freehold Vacant Possession

Guide Price: £32,000 - £36,000

209 Willenhall Road, Wolverhampton, West Midlands WV1 2HY

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a small walled foregarden. The property requires modernisation and improvement throughout. The property is situated close to the junction with Brookland Parade and forms part of a dominantly residential area located within approximately one miles distance to the East of Wolverhampton City Centre.

Outside

(Front) Walled foregarden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Accommodation

Ground Floor

Lounge, Dining Room, Cellar, Kitchen and Bathroom having panelled bath, wash basin

First Floor

Three Bedrooms

LOT 2

Freehold Vacant Possession

Guide Price: £60,000 - £67,000

60 Blackrock Road, Erdington, Birmingham, West Midlands B23 7XN

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a lawned foregarden and requiring modernisation and cosmetic improvement throughout. Blackrock Road forms part of a residential area and leads directly off Faulkners Farm Drive which in turn leads off Gipsy Lane and the property is conveniently located within approximately two miles distance from Erdington High Street providing a wide range of retail amenities and services.

Accommodation

Ground Floor

Entrance Hall, Through Lounge/Dining Room, Kitchen, Utility Room/Secondary Entrance

First Floor

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath, wash basin and wc

Outside:

(Front): Lawned foregarden
(Rear): Yard and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 3

Freehold Vacant Possession

Guide Price: £60,000 - £65,000

115 James Turner Street, Birmingham, West Midlands B18 4ND

Property Description:

A two bedroomed mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazing and gas fired central heating. James Turner Street is located off Foundry Road which in turn can be found off Winson Green Road (A4040)

Outside:

(Front) Walled Fore-garden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen

First Floor

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



LOT 4

Freehold Vacant Possession
Guide Price: £42,000 - £48,000

32 Powke Lane, Rowley Regis, West Midlands B65 0AD

Property Description:

An end terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having part UPVC double glazing and further benefits from having a garage to the rear accessed via a service road (please note the garage will not be accessible to all motor vehicles due to the width of the access road) The property is located on Powke Lane (A4100) close to the junction with Terrace Street

Accommodation:

Ground Floor

Lounge, Dining Room, Inner Lobby, Sun Room, Kitchen and Bathroom having panelled bath with shower over, wash basin and WC

First Floor

Three Bedrooms

Outside:

Front) Walled foregarden
(Rear) Garden with brick built store and garage with access via a service road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 5

Freehold Vacant Possession
Guide Price: £90,000 - £98,000

83 Leybourne Crescent, Wolverhampton, West Midlands WV9 5QG

Property Description:

A modern semi-detached house of cavity brick construction surmounted by a pitched interlocking tile clad roof benefiting from gas fired central heating, UPVC double glazed windows, three bedrooms and a garage. The property is located on a popular residential estate and Leybourne Crescent leads directly off The Drove and is conveniently within approximately half a mile distance from i54 Business Park, approximately one mile distance from the M54 Motorway (Junction 2) and approximately two and a half miles distance to the North of Wolverhampton City Centre.

Accommodation:

Ground Floor

Lounge, Breakfast Kitchen

First Floor

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin, WC

Outside:

(Front) Gravelled foregarden, shared tarmac driveway to a brick built garage
(Rear) Pedestrian side gated access, decked patio and enclosed lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 6

Freehold Vacant Possession
Guide Price: £46,000 - £52,000

52 Commonside, Brierley Hill, West Midlands DY5 4LD

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having part UPVC double glazing and requires modernisation and improvement. Commonside is located off High Street (A4101)

Accommodation

Ground Floor

Lounge, Dining Room, Inner Lobby, Kitchen and Bathroom having panelled bath, wash basin and WC

First Floor

Three Bedrooms

Outside

(Front) Walled foregarden
(Rear) Garden with brick built store

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons - 0121 247 2233



LOT 7

Freehold Vacant Possession
Guide Price: £80,000 - £88,000

102 Wharf Road, Kings Norton, Birmingham, West Midlands B30 3LP

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from gas fired central heating but requiring some modernisation and improvement. The property is set back from the road behind a foregarden and is situated opposite the junction with Chapel Walk. Wharf Road leads directly off Pershore Road South (A441) and the property is conveniently within less than a quarter of a mile distance from local shops and amenities situated on Kings Norton Green.

Accommodation:

Ground Floor

Front Reception Room, Rear Reception Room, Lobby, Kitchen, Shower Room with glazed shower enclosure and wc

First Floor

Stairs and Landing, Two Double Bedrooms, Bathroom with bath, wash basin and wc

Outside:

Front: Walled foregarden
Rear: Concrete Yard, shared pedestrian right of way and a long lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 8

Freehold Vacant Possession
Guide Price: £52,000 - £58,000

83 Blakeley Hall Road, Oldbury, West Midlands B69 4ES

Property Description:

An end terraced property of part rendered brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway allowing for off road parking. The property benefits from having part UPVC double glazing and gas fired central heating. Blakeley Hall Road is located off Birmingham Road (A457)

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front : Lawned foregarden and paved driveway allowing for off road parking
Rear : Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 9

Freehold Vacant Possession
Guide Price: £80,000 - £90,000

44 Marston Road, Wolverhampton, West Midlands WV2 4NL

Property Description:

A traditional semi-detached house of part rendered brick construction surmounted by a hipped tiled clad roof benefitting from gas fired central heating, UPVC double glazed windows, large rear garden and ample off road car parking.

Marston Road leads directly off Penn Road (A449) and the property is located within approximately half a mile distance to the South of Wolverhampton City Centre.

Accommodation:

Ground Floor

UPVC Double Glazed Vestibule Porch, Reception Hall, Front Reception Room, Rear Reception Room/Dining Room, Kitchen

First Floor

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin, separate WC

Outside:

(Front) Paved garden providing off road car parking, gated pedestrian side access to rear (Rear) Concrete patio area and a long predominantly lawned garden with gated vehicular access from a shared rear driveway providing potential for the erection of a garage/additional off road car parking.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 10

Freehold Vacant Possession
Guide Price: £80,000-£85,000

113 Witton Lodge Road, Erdington, Birmingham, B23 5JD

Property Description:

A purpose built end of terrace building of two storey brickwork construction surmounted by a pitched tiled roof.

The property occupies a prominent position on Witton Lodge Road. The property has a garden and yard to the rear.

The ground floor has recently been used for retail purposes as a hairdressers. The property benefits from living accommodation above, gas fired central heating and majority double glazing. There are security roller shutters over the shop front.

Accommodation:

Ground Floor

Retail area through to stores. Large kitchen/diner. WC and access to rear yard and garden.

Retail Area

56.9 sq m (612 sq ft)

First Floor

Stairs, Bedroom, Bedroom/reception room, bathroom being fully tiled with modern suite, comprising bath, shower cubicle, pedestal washbasin and WC. Potential bedroom gives access to Loft room.

Second Floor

Loft room.

Outside:

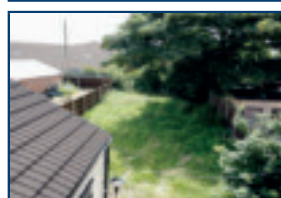
side gate, yard and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 11

Freehold Vacant Possession
Guide Price: £40,000 - £45,000

22 Victoria Road, Quarry Bank, Brierley Hill, West Midlands DY5 1DD

Property Description:

A traditional two storey brick built house surmounted by a pitched asphalted slate clad roof requiring complete repair and refurbishment throughout. The property benefits from three reception rooms, UPVC double glazed windows and doors along with a secure gated side yard which provides potential for off road car parking. Victoria Road leads directly off Coppice Lane which in turn leads off Merry Hill (A4036) and the property is conveniently within one miles distance from Merry Hill Shopping Centre.

Accommodation:

Ground Floor

Front Reception Room, Inner Hall with cellar access, Rear Reception Room, Rear Entrance Hall, Dining Room, Kitchen, Toilet with wc, Bathroom with bath

First Floor

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

Outside:

Front: Gated access to enclosed yard with carport/covered yard area

Rear: Yard and garden with brick stores

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 12

Freehold Vacant Possession
Guide Price: £70,000 - £75,000

44 Moat Road, Walsall, West Midlands WS2 9PJ

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Moat Road which in turn is found off Pleck Road and the property is situated adjacent to Walsall Manor Hospital

Accommodation:

Ground Floor

Front Reception, Rear Reception, Kitchen and Shower Room having shower cubicle, wash basin and WC

First Floor

Two Bedrooms

Outside:

Front : Walled foregarden

Rear : Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 13

Leasehold Investment
Guide Price: £45,000 - £49,000

Flat 15 Endwood Court, Handsworth Wood Road, Handsworth, Birmingham, West Midlands B20 2RZ

Property Description:

A two bedroomed flat situated on the third floor of the substantial purpose built block offering well laid out accommodation. The property benefits from having electric heating and garage located in a separate block. The property is located off Handsworth Wood Road close to the junction with Church Lane (A4040). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500 pcm (£600 per annum)

Accommodation:

Ground Floor

Communal Entrance with security door entry system and access to stairs and lifts

Third Floor

Entrance Hallway, Lounge (having access to two private balconies), Two Bedrooms, Kitchen and Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Communal gardens and garage

Lease Information

Term : 99 years from 25th March 1963

Ground Rent : £35.00 rising to £85.00

Service Charge : Please refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 14

Freehold Shop Investment (Occupier under Licence Agreement) Guide Price: £70,000 - £80,000

54 High Street, Bilston, West Midlands WV14 0EP

Property Description:

Bilston is a town in the Black Country, located approximately three miles south-east of Wolverhampton.

Road communications in the area have improved significantly in recent years following completion of the Black Country route (A463).

The subject property occupies a prominent trading position, within Bilston town centre, where adjacent or nearby occupiers include Lidl, Betfred, Wetherspoons and The Trumpet Public House.

The property comprises a two/three-storey building providing retail premises at ground floor level with ancillary sales, storage and administration accommodation above.

The building is of traditional brickwork construction, with a pitched concrete tile roof.

The entire premises are currently occupied under licence with the licensee trading in antiques and collectables. We are informed by the Vendor the current licensee has been in

occupation for in excess of 12 months and there may be some potential to encourage the occupier to take a formal lease of the premises, thus securing the income for the future.

The property may be of interest to owner-occupiers and investors.

Accommodation:

Ground Floor:
Sales Area: 40.3sq.mtrs (434sq.ft)
First Floor:
Sales/Office: 24.5sq.mtrs (264sq.ft)
Second Floor:
Storage: 23.2sq.mtrs (249sq.ft)
Total: 88sq.mtrs (947sq.ft)

Licence Information:

We are informed by the vendor the property is occupied by way of a licence agreement producing a current income of £150 per week (£7,800 per annum).

Legal Documents – Available at

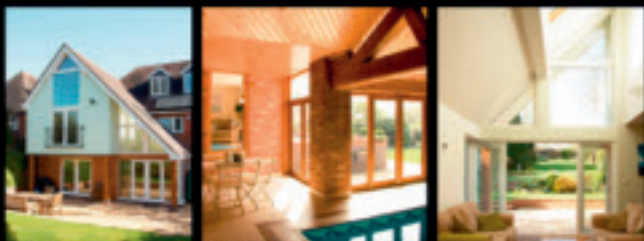
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Viewings – Via Cottons – 0121 247 2233



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LOT 15

Freehold Vacant Modern Office/Workshop Premises

Guide Price: £140,000 - £150,000 + VAT

Unit 12 Phoenix Business Park, Avenue Close, Avenue Road, Aston, Birmingham, B7 4NU



Property Description:

A modern office/workshop premises forming part of a business park located directly off Avenue Road. The property is of two storey steel framed construction with brick/block walls surmounted by a pitched roof and benefits from double glazed windows, suspended ceilings with recessed cat 2 lighting, ample electric and network points, mains fitted fire detection system, ventilation heating/cooling systems to all principle rooms, carpeting throughout, recently refitted toilet and kitchen facilities and has recently undergone redecoration. The property is ready for immediate occupation and provides flexible and well laid out accommodation and whilst having previously been used as offices would readily adapt to workshop/retail use on the ground floor utilising a full height loading shutter access which is currently unused and partitioned off. In addition the property provides ample customer and staff accommodation including 10 designated parking spaces. Avenue Road leads directly off Aston Road North which connects

with Dartmouth Circus and provides direct access onto the Aston Expressway (A38M).

Accommodation

Ground Floor

Reception Office with stairs off, Open Plan Office, Managers' Office, Walk-in Store, Kitchen with a range of modern fittings, Toilet with wc and wash room, Board Room

First Floor

Open Plan Office, Two Private Offices, Lobby, Ladies and Gents Toilets with wc and wash basin and Store

Outside:

Block paved forecourt providing allocated parking for 10 cars and loading access

Net Internal Area

Ground Floor: 133.78sq.mtrs (1,440sq.ft)
First Floor: 135.06sq.mtrs (1,464sq.ft)
Total: 268.84sq.mtrs (2,904sq.ft)

Note: A nominal service charge is payable for general estate maintenance and upkeep currently £541 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 16

Freehold Vacant Possession
 Guide Price: £40,000 to £48,000

By Instruction of Coventry City Council

42 Harnall Lane West, Coventry, West Midlands CV1 4EZ

Property Description:

A traditional mid terraced house of rendered brick construction surmounted by a pitched tile clad roof requiring modernisation and improvement throughout. The property directly fronts the pavement and is located close to the junction with Lincoln Street. Harnall Lane West leads off Foleshill Road (B4113) and is conveniently located within approximately one third of a mile distance of Coventry City Centre.

Accommodation:

Ground Floor

Front Reception Room, Inner Hall, Rear Reception Room/Kitchen, Lobby, Bathroom (subject to flying freehold)

First Floor

Stairs and Landing, Two Double Bedrooms

Outside:

(Rear) Enclosed yard, shared pedestrian access and a separate rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 17

Freehold Ground Rent
 Guide Price: £15,000 - £20,000

By Instruction of Coventry City Council

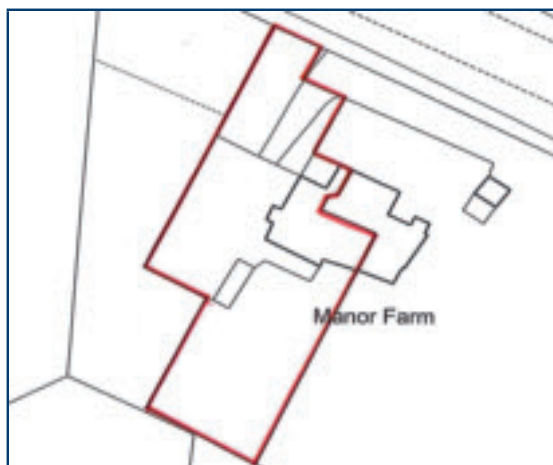
Freehold Ground Rent, Cottage 1, Manor Farm House, Henley Road, Coventry, CV2 1AB

Property Description:

A freehold ground rent secured upon a Grade II Listed semi-detached cottage occupying a sizeable plot extending to an area of 0.23 acres (936sq.mtrs) which includes gardens and a detached garage. The property is set back from Henley Road and formerly comprised of a detached farmhouse originally constructed in 1624 which was subdivided to form the existing pair of semi-detached cottages which includes the subject property. All parties should refer to the lease plan contained in the legal pack which outlines the accommodation.

The property is let on a long lease for a term of 99 years from 1979 at a current ground rent of £585 per annum subject to rent review on 12th November 2019 and every 10 years thereafter. In accordance with the lease the rent shall be reviewed to a third of full market rental value of the demised premises for a term equivalent to the number of years unexpired of the existing lease.

Please refer to the legal pack for full details.



LOT 18

Freehold Vacant Cottage with Land (0.62 acres)
Guide Price: £80,000 - £90,000

By Instruction of Coventry City Council

Cottage 2, Manor Farm House, Henley Road, Coventry, West Midlands, CV2 1AB



Property Description:

A Grade II Listed semi-detached cottage of predominantly brick construction, surmounted by a pitched tile clad roof occupying a substantial plot which extends to an area of approximately 0.62 acres (0.254 hectares) and which may provide scope in the future for adjoining development subject to obtaining planning consent from the Local Planning Department at Coventry City Council. The property formerly comprised of a detached farmhouse originally constructed in 1624 which was later subdivided to form the existing pair of semi detached cottages which includes the subject property. The property is situated between the junctions of Caradoc Close and Wyken Croft and Henley Road (B4082) leads via Woodway Lane off Hinckley Road (A4600). Coventry City Centre lies within approximately two and a half miles distance to the south west.

Planning

As a listed building the existing property should be retained. Guidance on refurbishment of the property should be sought from the Council's Conservation and Archaeology officers. Subject to design proposals, the provision of other supporting information and satisfaction of local policy requirements, an adjoining residential development may be acceptable in principle. All parties should contact the local planning department at Coventry City Council to discuss any proposals which they may have for the property.

Accommodation

Ground Floor

Reception Hall, Lounge, Dining Kitchen

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Lobby, Bathroom with panelled bath, wash basin and wc, Walk-in Store/Laundry Room.

Note: The property forms one half of a pair of semi-detached houses which together, formerly comprised of one detached farmhouse. All interested parties are advised to fully inspect the property and familiarise themselves with the manner in which the property has been subdivided. The second floor/attic accommodation is not included in the title.

Outside:

Extensive surrounding gardens and car parking area extending to an area of approximately 0.62 acres (0.254 hectares)

Viewings

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 19

Freehold Vacant Land with Potential
 Guide Price: £100,000 - PLUS

By Instruction of Coventry City Council

Potential Development Land Adj. 624 Stoney Stanton Road, Coventry, West Midlands CV6 5FT

Property Description:

A parcel of freehold land rectangular in shape and formerly comprising of informal open space, benefiting from a wide frontage to Stoney Stanton Road and situated between Cross Road and Gallagher Retail Park. The land is situated within approximately one and a half miles distance to the north east of Coventry City Centre and within 200 metres distance of Phoenix Way (A444) which provides direct access to the M6 Motorway (junction 3). The site extends to an area of 0.59 acres (0.24 hectares).

Planning

We are advised by the local planning department at Coventry City Council that subject to design proposals, the provision of other supporting information and satisfaction of local policy requirements that a residential development may be acceptable in principle. All interested parties should discuss their proposals for the site with the local planning department at Coventry City Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk



LOT 20

Freehold Vacant Land with Potential
 Guide Price: £40,000 - PLUS

By Instruction of Coventry City Council

Potential Development Land Adj. 47 Ribble Road, Coventry, West Midlands CV3 1AW

Property Description:

A parcel of irregular shaped land extending to an area of 0.15 acres (590sq.mtrs) situated adjacent to number 47 Ribble Road and originally forming part of a nursery and family centre. The site is currently grassed and partly fronts Ribble Road offering potential for future development subject to obtaining planning consent. Ribble Road forms part of an established residential area conveniently located within three quarters of a mile distance to the east of Coventry City Centre and leads directly off Humber Avenue which in turn leads off Humber Road (B4110).

Planning

We are advised by the local planning department at Coventry City Council that subject to design proposals, the provision of other supporting information and satisfaction of local policy requirements that a residential development may be acceptable in principle. All interested parties should discuss their proposals for the site with the local planning department at Coventry City Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 21

Freehold Land with Potential
Guide Price: £40,000 - PLUS

By Instruction of Coventry City Council

Potential Development Land, Adj. 206 Bell Green Road, Coventry, West Midlands CV6 7GX

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of approximately 0.18 acres (739 sq.mtrs) situated directly fronting Bell Green Road close to the junction with Armfield Street and adjacent to number 206 Bell Green Road. The land currently comprises grassed open space and forms part of a predominantly residential area located approximately two miles distance to the north east of Coventry City Centre.

Planning

We are advised by the local planning department at Coventry City Council that subject to design proposals, the provision of other supporting information and satisfaction of local policy requirements that a residential development may be acceptable in principle. All interested parties should discuss their proposals for the site with the local planning department at Coventry City Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 22

Leasehold Sports and Recreational Premises (4.49 acres)
Guide Price: £20,000 - £30,000 + VAT

By Instruction of The Joint Administrator of Calco Pubs Limited

Canley Sports and Social Club, Marler Road, Coventry, West Midlands CV4 8BU

Property Description:

A purpose built Sports and Social Club along with external changing rooms, football pitch and car park. The property occupies a site roughly rectangular in shape extending to an area of approximately 4.49 acres (1.82 hectares) and is situated at the junction with Marler Road and Hayton Green. Marler Road forms part of an established residential area located close to the western edge of Coventry and leads directly off Charter Avenue which in turn leads directly off Fletchamstead Highway (A45).

Planning

The property has planning consent for use as a sports and social club and may be suitable for a wide range of alternative uses subject to obtaining appropriate planning consent and all interested parties should discuss their proposals with the local planning department at Coventry City Council prior to bidding.

Site Area: 4.49 acres (1.82 hectares)

Leasehold Information:

Lease Term: 99 Years from 24th June 1949

Ground Rent: £48 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 23
Freehold Vacant Possession
 Guide Price: £165,000 - £175,000

1B Herbert Road, Handsworth, Birmingham, West Midlands B21 9AE
Property Description:

A semi-detached bungalow of brick construction surmounted by a tiled roof situated on a parcel of land extending to approximately 0.47 acres and accessed via a driveway adjacent to 1 Herbert Road or walkway adjacent to 155 Grove Lane. The property benefits from having well laid out accommodation and gas fired central heating however does require modernisation and improvement. The property/site maybe suitable for a variety of uses and all interested parties must please discuss any potential plans they have with Birmingham City Council.

Accommodation:
Ground Floor

Entrance Porch, Hallway, Lounge, Four Bedrooms, Kitchen and Bathroom having panelled bath with shower over, wash basin WC, Inner Lobby/Veranda, Sun Lounge and Shower Room

Outside:

(Front) Garden

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

Viewings – Via Cottons – 0121 247 2233



Please note: The property is currently surrounded by overgrown vegetation, the photo showing the bungalow was taken in 2004 and is for the purposes of identification only, all other photographs/plans are up-to-date.



Image taken 2004 (for identification purposes only)


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LOT 24

Lock up Garage Investment Portfolio, Burton Upon Trent, STAFFS

Property Description

An opportunity to purchase a ready made lock up garage investment portfolio comprising of 49 garages in total situated at 4 separate sites in and around Burton Upon Trent currently let and producing £22,320 per annum with potential to increase comprising:

Nine Garages at Alexandra Court, Alexandra Road, Burton Upon Trent DE15 0JF

Fourteen Garages at Ashley Court, Ashley Close, Off Alexandra Road, Burton Upon Trent DE15 0JG

Twelve Garages at Bramell Close, Branston, Burton Upon Trent DE14 3ES

Fourteen Garages at Hoon Road, Hatton, Derbyshire DE65 5DQ

Alexandra Court, Alexandra Road, Burton Upon Trent DE15 0JF

9 lock up garages and 2 Stores contained in an L-shaped block situated adjacent to a flat development in a predominantly residential area.

The driveway access/forecourt is not included in the title but right of way exists over and there is no requirement for maintenance contribution.

The garages are currently fully let producing £380 per calendar month (£4,560 per annum).

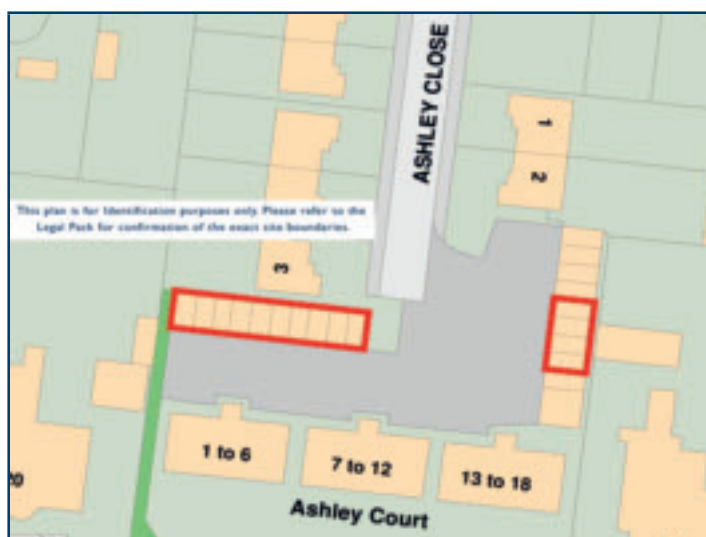


Ashley Court, Ashley Close, Off Alexandra Road, Burton Upon Trent DE15 0JG

14 lock up garages comprising 10 garages and 4 garages contained in 2 separate blocks (as detailed on the plan) and situated adjacent to a flat development in a predominantly residential area.

The driveway access/forecourt is not included in the title but right of way exists over and there is no requirement for maintenance contribution.

The garages are currently let, with the exception of garage 10, producing £490 per calendar month (£5,880 per annum) increasing to circa £6,360 per annum when fully let.



Freehold Lock Up Garage Investment Portfolio: Four Sites in and around Burton Upon Trent

Guide Price: £185,000 - £200,000

Bramell Close, Branston, Burton Upon Trent DE14 3ES

12 lock up garages laid out in 2 separate blocks and contained within a forecourt which is included within the title. The garages are located off Bramell Close which comprises a residential cul-de-sac.

The garages are currently fully let producing £455 per calendar month (£5,460 per annum).



Hoon Road, Hatton, Derbyshire DE65 5DQ

14 lock up garages comprising 13 garages in a block of 15 units and 1 garage in a block of 8 units as detailed on the plan.

The forecourt area is included in the title and is subject to third party rights of way over in favour of the remaining garage owners who are responsible to contribute towards the proportionate cost of maintenance.

The garages are currently fully let producing £535 per calendar month (£6,420 per annum).



Total Rental Income

The Total Gross Income is currently £22,320 per annum with all garages currently let on a monthly garage agreement subject to 3 months notice and at a rental of either £35 or £40 per calendar month.

Potential exists to increase those garages let at £35 per calendar month to the higher rate of £40 per calendar month which will increase the current rental income to circa £24,060 per annum (when fully let).

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

Viewings: External Only

LOT 25

Freehold Retail/Residential Investment Property

Guide Price: £99,000 - £110,000

47 High Street, Dawley, Telford, Shropshire, TF4 2EX



Property Description:

Telford is a large new town in Shropshire located approximately 13 miles east of Shrewsbury and 30 miles west of Birmingham.

The area may be approached from the east or west by the M54 motorway.

The town of Dawley forms part of the wider Telford district and the subject property is located within the pedestrianised town centre, where there is a busy street market every Friday.

The property is prominently located on the busy pedestrianised High Street, where national multiple retailers are represented, including Co-op, Lloyds Pharmacy and Cost Cutters.

The property comprises a two-storey middle of terrace building providing a shop, currently operating as a cafe, at ground floor level, with a large self-contained two-bedroomed flat above.

The building is of brickwork construction with a pitched roof.

The entire premises are let, by way of a single lease, so that the property is likely to be of interest to private investors.

Ground Floor:

Cafe, with approximately 18 covers: 37.1sq.mtrs (399sq.ft)

We are informed by the vendor the property includes a car parking space to the rear of the building.

Kitchen: 13.7sq.mtrs (148sq.ft)

Inner hall, with access to basement/cellar:

Store: 8.3sq.mtrs (89sq.ft) Toilet with WC and wash basin:

Total Net Internal Area, ground floor: 59.1sq.mtrs (636sq.ft)

First Floor (approached via shared common parts):

Inner hall/landing, Kitchen, Bathroom/Toilet, with modern grey suite comprising bath, separate shower cubicle, WC and wash basin, Living Room and two Bedrooms. (Gross Internal Area: 84.2sq.mtrs (906sq.ft)).

Tenancy details

We are informed by the vendor the entire premises are let by way of a lease for a term of 15 years from 1 June 2012 drafted on tenants full repairing and insuring terms. We understand the lease provides for upwards only rent reviews every five years.

The lease records a rent of £12,408 per annum exclusive. However, the landlord has granted the tenant a personal concession such that the current rent passing is £750 per calendar month (£9,000 per annum, exclusive). There may be some potential to restore the headline rent, once the tenant has overcome present trading difficulties.

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

Viewings – Via Cottons – 0121 247 2233



LOT 26

Freehold Garage Yard
Guide Price: £14,000 - £18,000

Garage Yard to the rear of, 3 and 5 Prospect Street, Tipton, West Midlands DY4 0EE

Property Description:

A lock up garage yard accessed via a driveway located between 3 and 5 Prospect Street. The site previously contained six lock up garages however two have been demolished and the four remaining are in a derelict condition. The site may be suitable for a variety of uses however all interested parties must discuss any proposed plans that they may have with Sandwell Metropolitan Borough Council prior to bidding

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

Viewings – Via Cottons – 0121 247 2233

Note: The plan contained in these details is for identification purposes only. Please refer to the legal pack for confirmation of exact site boundaries.



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LOT 27

By Instruction of the Joint LPA Receivers

1 Brindley Street, Stourport-on-Severn, Worcestershire DY13 8JA



Property Description:

A substantial House in Multiple Occupation (HMO) known as 1 Brindley Street but incorporating 27 Minster Road, occupying a sizeable rectangular plot extending to an area of 0.13 acres and prominently situated at the junction of Brindley Street and Minster Road. The property which has been refurbished and modernised throughout is offered for sale in a presentable and well managed condition currently laid out to provide 8 bedsitting rooms, some having en-suite facilities and with a range of ancillary living, kitchen and bathroom accommodation.

The property benefits from UPVC double glazed windows, gas fired central heating, mains fitted fire detection system, modern fitments, well maintained communal gardens and off road parking located to the rear. Stourport-On-Severn comprises a

popular town located on the banks of the river Severn and the property is conveniently within one third of a mile distance from Stourport Town Centre.

Tenancy Information

Four rooms are currently let on separate tenancy agreements producing a rental of £22,960 per annum inclusive of heating, lighting, water, council tax and general cleaning.
Total Rent when Fully Let: Circa £44,000 per annum inclusive.

Accommodation

Ground Floor

Side Entrance Hall, Cloak Room with wc and wash basin, Room One with En-suite Shower Room having wc, Dining Kitchen with a range of modern fitted units, Lobby, Room Two with En-suite Shower

Room having wc, Lounge, Lobby, Store Room, Room Three with En-suite Shower Room having wc, Conservatory providing additional Dining Room/Lounge/Kitchen facilities with a range of fitted units and access to garden, Side Entrance Hall, Room Four with En-suite Shower Room having wc

First Floor

Stairs and Landing, Cloak Room with wc and wash basin, Shower Room with glazed shower, Four Double Bedrooms each with wash basin

Outside:

Well maintained lawned garden to rear with brick stores and secure parking area.

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

Viewings: Via Cottons - 0121 2472233

Freehold Residential Investment Opportunity
Guide Price: **£275,000 PLUS**



LOT 28

Freehold Investment
Guide Price: £130,000 PLUS

By Instruction of the Joint LPA Receivers

3 Brindley Street, Stourport-on-Severn, Worcestershire, DY13 8JA



Property Description:

A traditional built link detached two storey commercial premises of rendered brick construction surmounted by a pitched tile clad roof, offered for sale in a presentable condition benefiting from part gas fired central heating, mostly UPVC double glazed windows and off road car parking.

The property is situated close to the junction with Minster Road and forms part of a predominantly residential area conveniently within approximately

Accommodation:

one third of a mile distance from Stourport Town Centre.

Tenancy Information

The property is currently let as a Beauty Salon on a lease for a term of 3 years from 9th September 2013 at a rental of £260 per week (£13,520 per annum)

Ground Floor

Double Fronted Retail Shop, Hallway, Cloak Room with wc and wash basin, Kitchen, Treatment Room

One, Lobby with cellar access having One Room, Treatment Room Two, Treatment Room Three

First Floor

Stairs and Landing, Shower Room with wc and wash basin, Three Rooms

Outside:

Side driveway providing vehicular parking and enclosed rear garden

Net Internal Area

Ground Floor: 68.28 sq.mtrs (734 sq.ft)

Cellar: 12.28 sq.mtrs (132 sq.ft)

First Floor: 28.7 sq.mtrs (308 sq.ft)

Total: 109.26 sq.mtrs (1176 sq.ft)

Legal Documents:

Available at
www.cottons.co.uk

Viewings:

Via Cottons
0121 247 2233



LOT 29
Freehold Retail/Flat Investment
 Guide Price: £120,000 PLUS

By Instruction of the Joint LPA Receivers
102 Minster Road, Stourport-on-Severn, Worcestershire DY13 8AJ
Property Description:

A traditional end terraced retail premises of brick construction surmounted by a pitched interlocking tile clad roof, situated in a small parade of shops directly fronting Minster Road. The property comprises of a hairdressing salon and an informal flat conversion to the ground floor along with a separate flat to the first floor. The property benefits from mostly UPVC double glazed windows, shared gas fired central heating and is generally in a good well maintained condition. Minster Road provides direct access to Stourport Town Centre being within approximately one third of a mile distance.

Tenancy Information

The property is currently let as follows:

Hairdressing Salon: Subject to a lease for a term of 3 years from 22nd July 2013 at a rental of £433.50 per calendar month (£5,202 per annum)

Flat 102A: Let on a Tenancy Agreement at a rental of £411 per calendar month (£4,932 per annum)

Flat 102B: Let on a Tenancy Agreement at a rental of £110 per week (£5,720 per annum)

Total Rental Income: £15,864 per annum inclusive of heat, light, water and rates/council tax

Accommodation:
Ground Floor

Hairdressing Salon: 19.82sq.mtrs (213sq.ft),

Store/Office: 4.44sq.mtrs (48sq.ft),

Kitchen: 6.19sq.mtrs (66sq.ft), Cloak Room with wc and wash basin

Flat 102A - Ground Floor

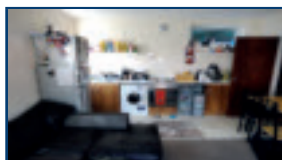
Side Entrance, Stairs and Landing

First Floor

Open Plan Lounge/Kitchen, Bathroom with bath having shower over, pedestal wash basin and wc, Double Bedroom

Flat 102B -Ground Floor (Rear)

Side Entrance Hall, Open Plan Lounge/Kitchen, french doors to gravelled private Courtyard, Bathroom having panelled bath with electric shower over, pedestal wash basin and wc, Double Bedroom


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


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Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 2.00% surcharge is payable.

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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

LOT 30

Freedhold Retail Premises with Vacant Possession
Guide Price: £135,000 - £155,000

26 Commercial Street, Hereford, Herefordshire, HR1 2DE



Property Description:

Hereford is a cathedral city and county town of Herefordshire, lying approximately 16 miles east of the Welsh border, 24 miles south-west of Worcester and 23 miles north-west of Gloucester. It is the largest settlement in the county of Herefordshire and has a significant retail catchment.

The area is well known for cider production and Bulmers, now owned by Heineken are significant employers in the area.

The property occupies a prominent trading position on Commercial Street, a pedestrianised street within the retail core of Hereford City Centre. Other major occupiers within Commercial Street are H&M, McDonald's, Nationwide Building Society, Halifax, NatWest and Waterstones.

The property comprises a substantial three-storey middle of terrace building with a single-storey extension to the rear of significant eaves height.

The property was formerly occupied by a department store chain and offers an opportunity for a retailer to acquire a store in an excellent location.

Alternatively, the property may be of interest to private investors who may be able to release value from the first and second floor accommodation for residential or alternative purposes, subject to providing separate access and statutory consents.

Accommodation

Ground Floor:

Sales area 231.6sq.mtrs (2,493sq.ft)

Mezzanine storage: 119.3sq.mtrs (1,284sq.ft)

Mezzanine retail area: 48.1sq.mtrs (518sq.ft)

First Floor

Storage and staff accommodation: 27.3sq.mtrs (294sq.ft)

Second Floor

Office accommodation: 40.8sq.mtrs (439sq.ft)

Total accommodation: 467.1sq.mtrs (5,028sq.ft)



LOT 31

Freehold Vacant Possession
Guide Price: £88,000 - £94,000

149 Park Street South, Wolverhampton, West Midlands WV2 3JF

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and driveway giving access to garage and providing off road parking. The property is in need of improvement and modernisation. Park Street is located off Goldthorn Hill (A4039).

Accommodation:

Ground Floor

Entrance Porch, Hallway, Front Reception Room, Rear Reception Room, Kitchen, Lounge

First Floor

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

Outside:

(Front) Walled foregarden with off road parking and garage
(Rear) Garden with paved terrace and brick store



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233

LOT 32

Freehold Investment
Guide Price: £70,000 - £75,000

5 Wishaw Grove, Birmingham, West Midlands B37 6DS

Property Description:

A mid terraced property of brick construction surmounted by an interlocking tiled roof accessed via a pedestrian walkway and set back behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Wishaw Grove is located off Yorks Wood Drive which in turn can be found off Kingshurst Way. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental income of £550 pcm (£6,600 per annum)

Accommodation:

Ground Floor

Entrance Hallway, Through Lounge, Kitchen

First Floor

Three Bedrooms and Bathroom having panelled bath, wash basin, Separate WC

Outside:

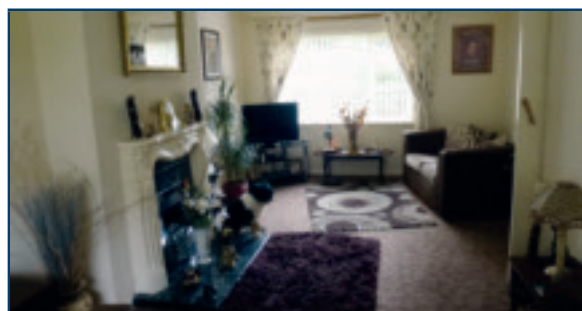
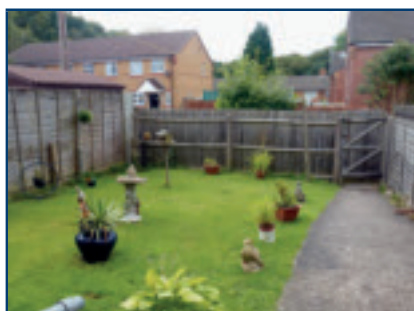
(Front) Lawned foregarden
(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 33

Kenrick House, Union Street, West Bromwich, West Midlands B70 6DB



Property Description:

West Bromwich is a large industrial town within the Metropolitan Borough of Sandwell and forms part of the Black Country.

The national motorway network is accessible at Junction 1 of the M5 motorway located within one mile of the subject property.

The building is particularly imposing and impressive and is listed as of special architectural and historic importance, with notable features including terracotta brickwork, gothic styled roofs and arches, as well as a unique clock tower.

The building is of three-storey brickwork construction, with pitched plain clay tiled roofs.

The property was originally developed to provide warehouse accommodation on the ground floor, with two floors of offices above.

The property includes a plot of land, to Hall Street South, which has potential for use as a car park, or further onsite expansion, subject to statutory consents.

The property is considered of interest to owner-occupiers and developers.

Town Planning:

The property is a listed building of special architectural and historic importance.

Interested parties should study an Agreement dated 7 October 2013, prepared under Section 106 of the Town and Country Planning Act 1990 relating to the property and the application of income received from advertising hoardings attached to the building.

The accumulated funds generated from advertising revenue are to be assigned to a purchaser upon completion. Interested parties should refer to the legal pack to establish arrangements for the transfer.

We are informed by the vendors that the advertising hoarding has previously generated an income of £10,250 plus VAT for two weeks of advertising.

It is believed the previous uses for the property fall within use classes B1 (Business) and B8 (storage or distribution). It is considered the property is suitable for a whole range of alternative uses, including leisure, community use or perhaps continuation of advertising rights, subject to statutory consents.

Accommodation:

Ground Floor:

Warehouse – Gross internal area: 952sq.mtrs (10,248sq.ft)

First Floor:

Offices: 952sq.mtrs (10,248sq.ft)

Second Floor:

Offices: 952sq.mtrs (10,248sq.ft)

Total Gross internal area: 2,856.0sq.mtrs (30,743sq.ft)

Note: The plan contained in these details is for identification purposes only. Please refer to the legal pack for confirmation of exact site boundaries.

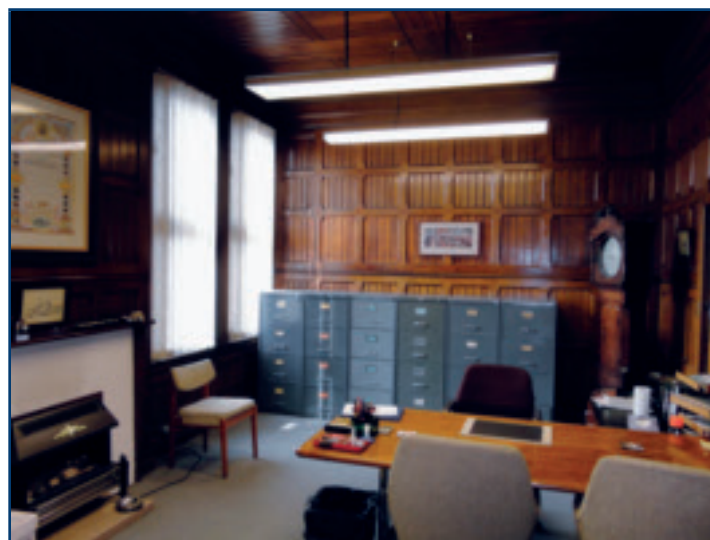
Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

Freehold Commercial Building with Vacant Possession
Guide Price: **£295,000 - £325,000**



Archive Image

LOT 34

Freehold Vacant Possession
Guide Price: £100,000 - £110,000

73 High Street, Walsall Wood, Walsall, West Midlands WS9 9LR

Property Description:

A modern link detached house of cavity brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, double glazed windows and garage. The property is situated on a service road set back from high street behind a verge area within walking distance of a wide range of local amenities situated on High Street (A461). The property is located within approximately one mile distance to the south of Brownhills Town Centre and three and a half miles distance to the north east of Walsall Town Centre.

The property has been let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600) per annum however the tenants have served notice to vacate prior to completion.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Dining Room, Kitchen

First Floor

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin and wc

Outside:

Front: Lawned foregarden, tarmacadamed drive leading to garage, pedestrian side access to rear

Rear: Paved patio/yard and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 35

Freehold Vacant Possession
Guide Price: £66,000-£70,000

36 & 36a High Street, Brierley Hill, West Midlands DY5 3AE

Property Description:

A two storey mid-terraced property, consisting of a ground floor lock up shop and separate self-contained living accommodation above. The property is of traditional brickwork construction surmounted by a pitched slate roof. To the rear of the property is a yard, brick outbuilding and a parcel of land.

The property is located on High Street (A461) close to the junction with Chapel Street and there is nearby access to Mill Street (A4100).

Accommodation:

Ground Floor (Shop)

Retail area: 33.9 sq.mtrs (365sq.ft)

Stores/preparation area: 18.9sq.mtrs (203sq.ft)

WC to rear

Net Internal Area: 52.8 sq.mtrs (568sq.ft)

First Floor (Self-Contained flat)

Stairs, Kitchen, Living room, two Bedrooms and Shower room. The flat has some internal storage.

Outside:

Brick outbuilding with WC, yard and a parcel of land.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 36
Freehold Part Investment
 Guide Price: £160,000 - £170,000

1176-1178 Coventry Road, Yardley, Birmingham, West Midlands, B25 8DA

Property Description:

A two storey mid terraced premises of brick construction with pitched tile clad roof comprising a ground floor retail and workshop premises with a substantial self contained flat to the first floor. The property which fronts the busy Coventry Road (A45), set back behind a layby car parking area, benefits from well laid out accommodation throughout and the ground floor retail shop benefits from gas fired central heating and the first floor flat further benefits from gas fired central heating, UPVC double glazed windows and a range of modern fittings. The property is situated to the east of the junction with Deakins Road on the outbound section of Coventry Road surrounded by a dense residential catchment area and is located approximately two miles distance to the east of Birmingham City Centre.

Tenancy Information

Ground Floor: Vacant

First Floor: Let on an Assured Shorthold Tenancy Agreement at a rental of £450 per calendar month (£5,400 per annum)

Planning History

The property originally comprised of former banking premises and the current use (Use Class A1 Retail) is duly established. Planning Consent was granted by Birmingham City Council Ref: 2009/06245/PA on

16th February 2010 for change of use of the ground floor from Retail to Restaurant/Hot Food Takeaway (Class A3/A5) and provision of a two bedroom flat also at ground floor. This planning consent has now lapsed.

Accommodation
Ground Floor

Double Fronted Retail Shop with secure vault, Hallway, Ladies and Gents Toilets each with wc and wash basin, Store Room, Rear Entrance Hall, Two Separate Workshops/Stores

Net Internal Area: 154.69sq.mtrs (1,665sq.ft)

First Floor

Flat Accommodation, Pedestrian Side Access, Rear Entrance Hall/Utility Room, Stairs and Landing, Bedroom One (large double), Bedroom Two (double), Full Width Lounge/Dining Room, Kitchen with a range of modern fitted units, Bedroom Three (single), Bathroom with panelled bath having shower over, wash basin and wc

Outside:

Secure rear yard area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 37

Freehold Shop/Residential Investment Property Guide Price: £116,000 - £126,000

183 Gravelly Lane, Erdington, Birmingham, West Midlands B23 5SG

Property Description:

Erdington is a suburb of Birmingham located approximately five miles north-east of the city centre and three miles south of Sutton Coldfield.

The subject property is located on the western side of Gravelly Lane (B4142) close to its junction with Oliver Road, approximately half a mile north-west of the town centre.

The property forms part of a neighbourhood shopping area located in a predominantly residential area, where adjacent or nearby traders include a convenience store, carpet shop and hairdressers.

The subject property comprises a two-storey, middle of terrace building providing a shop at ground floor level, with a self-contained flat above.

The property is of brickwork construction, with a pitched slate roof.

Both the retail and residential elements of the premises are let and income producing.

The property is likely to be of interest primarily to private investors.

Accommodation:

Ground Floor:

Shop: 18.3sq.mtrs (197sq.ft)

Workroom: 9.7sq.mtrs (104sq.ft)

Toilet:

Kitchen: 9.7sq.mtrs (104sq.ft)

Rear Lobby (serving shop and flat):

Total Net Internal Area, Ground Floor:
37.7sq.mtrs (405sq.ft)

First Floor:

(Approached by a ground floor entrance lobby), Living Room (front), Bedroom (middle), inner Lobby, Kitchen and Bathroom/Toilet, with modern white suite comprising bath, wash basin and WC and incorporating an airing cupboard.

Outside:

Rear garden and rear access via a right of way leading off Oliver Road.

Tenancies:

Shop:

The Ground Floor shop is let by way of a lease dated 24 October 2013 for a term of three years from 5 June 2013. The vendor informs us the annual rent is £9,100 per annum exclusive.

Flat:

The flat is let by way of an assured shorthold tenancy for a term of 12 months from 1 August 2014 at an annual rent of £4,992.

The property therefore produces a total annual rental income of £14,092.

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

Viewings – Via Cottons – 0121 247 2233



LOT 38

Freehold Vacant Possession Guide Price: £72,000 - £79,000

114 Weston Lane, Tyseley, Birmingham, West Midlands B11 3RX

Property Description:

A traditional end terraced house of brick construction surmounted by an interlocking tile clad roof, benefiting from gas fired central heating and part UPVC double glazed windows but requiring modernisation and repair throughout. Weston Lane leads directly off Reddings Lane which in turn leads off Warwick Road (A41).

Accommodation:

Ground Floor

Glazed Porch, Lounge opening to Dining Room, Kitchen, Rear Entrance Hall, Cloak Room with wc

First Floor

Stairs and Landing, Two Double Bedrooms, Bathroom with bath, glazed shower enclosure, pedestal wash basin and wc

Outside:

Front: Walled foregarden
Rear: Veranda, paved yard and garden with rear pedestrian access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 39

Leasehold Vacant Possession
 Guide Price: £45,000 - £49,000

6 Brickhouse Lane South, Tipton, West Midlands DY4 7HJ

Property Description:

A two bedroomed flat situated on the first floor of a modern purpose built block. The property benefits from having UPVC double glazing, under floor heating and modern kitchen and bathroom fittings and is offered for sale in a presentable condition. Brickhouse Lane South is located off Market Place which in turn can be found off Great Western Way (A461)

Accommodation:

Ground Floor

Communal Entrance with secure door entry system

First Floor

Entrance Hallway, Lounge/Kitchen, Two Bedrooms and Bathroom having panelled bath with shower over, wash basin and WC

Outside

Communal Area with allocated parking space

Lease Information

Term: 125 years from 1st January 2007

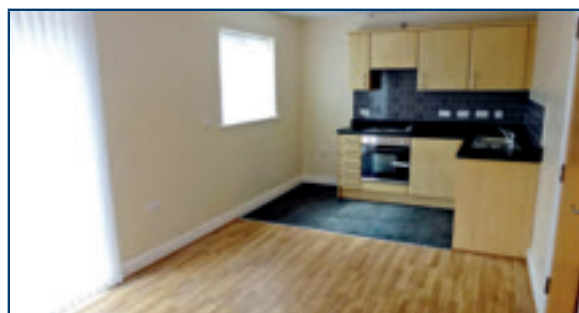
Ground Rent : Refer to legal pack

Service Charge : Refer to legal pack



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

Viewings – Via Cottons – 0121 247 2233



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LEGAL PACKS

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

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

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

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

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

LOT 40

Freehold Shop/Vacant Possession/Part Income Producing
Guide Price: £165,000 - £190,000

56 High Street, Bilston, West Midlands, WV14 0EP



Property Description:

Bilston is a town in the Black Country, located approximately three miles south-east of Wolverhampton.

Road communications in the area have improved significantly in recent years following completion of the Black Country route (A463).

The subject property occupies a prominent trading position within Bilston town centre where adjacent or nearby occupiers include Lidl, Betfred, Wetherspoons and The Trumpet Public House.

The property provides a large ground floor shop, with extensive first floor accommodation which may be used for sales, storage or administration purposes. There is also a smaller second floor which may be used for storage purposes.

The property benefits from a separate access to the rear, approached via Stonefield Walk. This secondary access creates the potential for the property to be divided, with the rear portion of the premises capable of separate occupation.

The main building is of two/three-storey brickwork construction, with a pitched tiled roof.

We are informed by the vendor the front portion of the ground floor shop premises is currently subject to a licence agreement to temporary occupiers who pay a licence fee of £100 per week.

Accommodation:

Ground Floor:

Sales area: 191.7sq.mtrs (2,063sq.ft)
Store: 15.8sq.mtrs (170sq.ft)
Rear Ancillary: 102.4sq.mtrs (1,102sq.ft)

First Floor:

Sales/Storage: 247.4sq.mtrs (2,663sq.ft)

Second Floor:

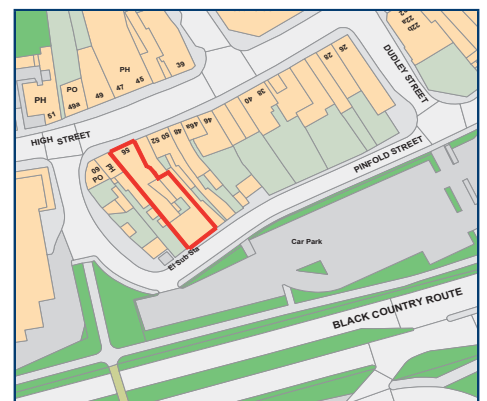
Storage

Total: 557.2sq.mtrs (5,998sq.ft)

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

Viewings – Via Cottons – 0121 247 2233

Note: The plan contained in these details is for identification purposes only. Please refer to the legal pack for confirmation of exact site boundaries.



LOT 41
Freehold Vacant Possession
 Guide Price: £48,000 - £54,000

86 Ringwood Road, Wolverhampton, West Midlands WV10 9EP
Property Description:

A semi-detached property surmounted by a tiled roof set back from the road behind a concrete foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Ringwood Road is located off Fordhouse Road which in turn can be found off Three Tons Lane

Accommodation:
Ground Floor

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

First Floor

Three Bedrooms

Outside:

Front : Concrete foregarden allowing for off road parking

Rear : Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 42
Freehold Vacant Office Premises
 Guide Price: £90,000 - £98,000

255 Hospital Street, Birmingham, West Midlands B19 2YF
Property Description:

A substantial two storey brick built office premises surmounted by a pitched tile clad roof and converted from a former workshop to provide flexible and well laid out accommodation extending to a gross internal area of 295.67sq.mtrs (3,182sq.ft) and benefiting from gas fired central heating and forecourt parking. The property is situated in a courtyard which has secure gated access from Hospital Street and which leads directly to New John Street West forming part of Birmingham Ring Road (A4540). The property is conveniently accessed within approximately half a mile distance to the A38M Expressway which leads to the M6 Motorway (junction 6)

Accommodation:
Ground Floor

Entrance Hall, Reception Hall with walk-in Store Room, Eight Various Offices/Rooms, Lobby, Wash Room, Ladies and Gents Toilets and boiler cupboard.

First Floor

Stairs and Landing, Six Various Offices/Rooms, Lobby, Kitchen, Ladies and Gents Toilets

Outside:

Forecourt car parking area

Gross Internal Area

Ground Floor: 149.83sq.mtrs (1,612sq.ft)

First Floor: 145.84sq.mtrs (1,569sq.ft)

Total: 295.67sq.mtrs (3,182sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233

Energy Performance Certificate: The EPC for this property was commissioned on 21st August 2014. This will be added to the Legal Pack and available on our website.



LOT 43

Unit 48D - 1 Pipers Road, Park Farm Industrial Estate, Redditch, Worcestershire B98 0HU



Property Description:

A substantial freehold industrial premises forming part of a popular industrial estate located approximately two and a half miles distance to the east of Redditch Town Centre and occupying a rectangular shaped site extending to an area of 0.68acres (0.27hectares).

The property which is set back behind a tarmacadamed forecourt providing parking with loading facility, comprises of a portal framed front section which was constructed circa 1970 and includes mezzanine offices and was extended circa 1980 with a substantial portal framed rear section providing the main industrial workshop space. The property was previously occupied by an industrial casting company and requires some repair and improvement prior to occupation.

Pipers Road leads directly off Forge Drive which connects via Icknield Street to Birmingham Road (A435) and provides convenient access to the M42 Motorway (junction 3) being within approximately five miles distance to the north.

Accommodation

Ground Floor

Reception Area, Reception Office, Ladies and Gents Toilets, Stairs to Mezzanine Offices, Portal Framed Workshop Premises with various subdivisions, Loading Bays to Front, Side and Rear

Outside:

Forecourt parking area and loading access, secure gated side and rear yard areas providing loading access and containing a range of Portacabins, stores and temporary buildings

Gross Internal Areas

Ground Floor:

Front Section: 422.86sq.mtrs (4,551sq.ft)
Rear Section: 720.74sq.mtrs (7,758sq.ft)
Mezzanine Offices: 79.09sq.mtrs (851sq.ft)
Total: 1,222.69sq.mtrs (13,161sq.ft)

Eaves Height:

Front Section: 5.08mtrs (16ft and 6 inches)
Rear Section: 7.39mtrs (24ft and 3 inches)

Total Site Area: 0.68 acres (0.27hectares)

Note: All parties viewing this property must do so with utmost caution and entirely at their own risk. Neither the vendors nor auctioneers accept any liability for any harm caused. All parties viewing are advised to bring a torch.

Viewings

Via Cottons - 0121 247 2233

Legal Documents:

Available at
www.cottons.co.uk



Freehold Vacant Industrial Premises (13,161sq.ft)
Guide Price: **£275,000 - £300,000 + VAT**



LOT 44

Freehold Vacant Possession
Guide Price: £75,000 - £79,000

10 Bowcroft Grove, Erdington, Birmingham, B24 0HX

Property Description:

An end terraced property of brick construction surmounted by a tiled roof situated on a corner plot set back from the road behind a walled foregarden. The property benefits from having gas fired central heating however does require modernisation and improvement. The property is situated adjacent to a new housing development scheme. Bowcroft Road is located off Pitts Farm Road which in turn can be found off Chester Road (A452)

Accommodation:

Ground Floor

Entrance Hallway, Through Lounge, Kitchen and Store Room

First Floor

Three Bedrooms and Bathroom having panelled bath, wash basin and Separate WC

Outside

Front/Side : Walled and lawned foregarden
Rear : Garden

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

Viewings – Via Cottons – 0121 247 2233



Note: The plan contained in these details is for identification purposes only. Please refer to the legal pack for confirmation of exact site boundaries.



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LOT 45

Freehold Land
Guide Price: £2,000 - £3,000

Land to the South of Bury Hill Park, (Ref SL-M North), Oldbury, Rowley Regis, B65

Property Description:

The land comprises a sloping irregular shaped unfenced site of about 2,190m² (0.54 acres)) lying North to the rear of Blue Rock Place (off Ivy House Road). The land is part of a large area of public open space which is bounded by housing to the South.

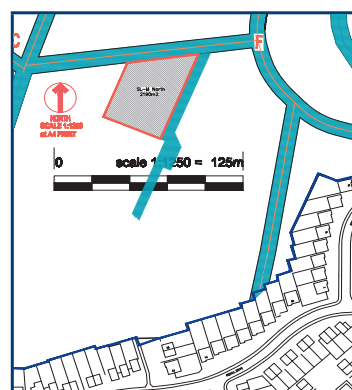
Site boundaries have been surveyed and the plot boundaries can be set out for a charge using GPS survey equipment.

Planning

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

Location

The land is located approximately 1.5 miles North-West of Junction 2 of the M5 and 1.6 miles South-East of Dudley town centre. The land is to the South of Bury Hill Park, approached across open land from Portway Hill, Kennford Close or St Brades Close.



Note: The plan contained in these details is for identification purposes only. Please refer to the legal pack for confirmation of exact site boundaries.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

LOT 46
Freehold Commercial Premises with Redevelopment Potential
 Guide Price: £100,000 - PLUS
75 Wolverhampton Street, Dudley, West Midlands DY1 3AW**Property Description:**

A substantial two storey freehold commercial premises prominently situated fronting Wolverhampton Street at the junction with School Street and located approximately half a mile distance to the west of Dudley Town Centre. The property is currently in a dilapidated condition having suffered from fire damage and requires extensive refurbishment and repair to return the building back to useable condition. The property occupies a substantial corner site extending to an area of approximately 0.22acres (891sq.mtrs) and alternatively may be suitable for redevelopment (subject to obtaining planning consent)

Planning

The property may be suitable for redevelopment and all interested parties should make their enquiries with the local planning department at Dudley Council prior to bidding.

Accommodation

Former Showroom Premises
 Gross Internal Area: 428.4sq.mtrs (4,611sq.ft) approximately

Viewings:

External Only

Legal Documents:

Available at www.cottons.co.uk


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 Plus a Recent Utility Bill, Council Tax Bill or Bank Statement
 (as proof of your residential address)**

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

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

LOT 47

Freehold Vacant Possession
Guide Price: £160,000 - £170,000

115 Blackberry Lane, Halesowen, West Midlands, B63 4NZ



Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road behind a gravelled right of way providing access to garage. The property benefits from having UPVC double glazing, gas fired central heating and is offered in a presentable condition throughout. Blackberry Lane is located off Fairfield Road which in turn can be found off Waxland Road

Accommodation:

Ground Floor

Entrance Hallway, Kitchen, Dining Room, Lounge, Snug, WC and Utility Room having shower cubicle

First Floor

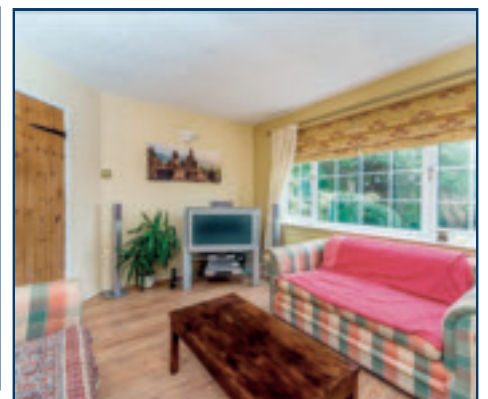
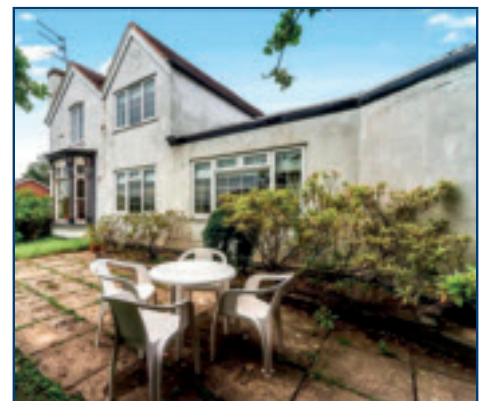
Three Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

Rear : Lawned garden

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

Viewings – Via Cottons – 0121 247 2233



LOT 48

Freehold Land with Planning Consent for 2 Dwellings Guide Price: £50,000 - PLUS

Land Rear of, 159 Old Park Road, Dudley, West Midlands DY1 3NE

Property Description:

A parcel of freehold land rectangular in shape extending to an area of approximately 322 sq.mtrs. and situated fronting Oak Green to the rear of number 159 Old Park Road. The site benefits from a recent planning consent for the erection of 2 three storey three bedroom detached houses and forms part of a residential area known as Wren's Nest. Old Park Road leads directly off Burton Road and the property is located approximately one and a half miles distance to the north west of Dudley Town Centre.

Planning

The property Benefits from full planning consent granted by Dudley Metropolitan Borough Council (Ref: P144/0318) and dated 19th May 2014 for the erection of 2 dwellings. The Architect's plans approved with the consent detailed a pair of detached three storey houses each having the following proposed accommodation:

Proposed Accommodation (Each Dwelling)

Ground Floor

Entrance Hall, Cloak Room with wc and wash basin, Kitchen, Lounge

First Floor

Stairs and Landing, Bedroom One with En-suite Shower Room having wc and wash basin, Bedroom Two, Family Bathroom with bath, wash basin and wc

Second Floor

Stairs and Landing, Bedroom Three

Outside:

Driveway providing off road car parking and rear garden

Note: A copy of the planning consent is available from either the Auctioneers or from Dudley MBC website

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 49

Freehold Residential Investment Opportunity Guide Price: £75,000 - £80,000

Flats 1 - 6 Charnwood Court, London Road, Coalville, Leicestershire LE67 3JH

Property Description:

A freehold residential investment opportunity comprising of a three storey purpose built block of flats of brick construction with pitched tile clad roof and containing two ground floor flats and four duplex flats located on the first and second floors. Five flats are subject to long leasehold interests, each paying an annual ground rent and one flat is let on an Assured Shorthold Tenancy.

The property is situated at the junction of London Road and Forest Road the latter providing access for vehicular parking to the rear and is situated approximately three quarters of a mile distance from Coalville Town Centre. Coalville is located off the A511 Ashby Road within approximately

ten miles to the north west of Leicester city centre.

The Freehold title includes Flat 4 which comprises:

Ground Floor:

Hallway, Kitchen, Lounge, Two Bedrooms, Bathroom.

Landlord and Tenant Act 1987

Section 5b notices have been served upon all lessees

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Schedule of Tenancies

Address

Flat 1 Charnwood Court
Flat 2 Charnwood Court
Flat 3 Charnwood Court
Flat 4 Charnwood Court

Term

99 Years expiring 28/09/2074
99 Years expiring 28/09/2074
99 Years expiring 28/09/2074
Let on an Assured Shorthold Tenancy expiring 01/11/2014
99 Years expiring 28/09/2074
99 Years expiring 24/04/2092

Ground Rent

£25 per annum
£25 per annum
£25 per annum
£5,100 per annum
£25 per annum
£100 per annum
£5,300 per annum



LOT 50

Freehold Vacant Public House
Guide Price: £60,000 - £70,000 + VAT

The White Hart Public House, 43 Roundwell Street, Tunstall, Stoke-on-Trent, Staffs ST6 5JJ

Property Description:

A detached two storey public house of brick construction surmounted by a pitched tile clad roof, situated fronting Roundwell Street at the junction with Ladywell Road and forming part of a predominantly residential area which contains a mix of traditional and modern housing. The property benefits from a side driveway which leads to a gated rear yard containing a detached double garage. The property requires some cosmetic improvement if it is to continue to be used as a public house or alternatively may be suitable for alternate uses subject to obtaining appropriate planning consents. The property forms part of the Tunstall area of Stoke-On-Trent and Roundwell Street leads directly off High Street (A50) which provides access to local amenities and services.

Accommodation:

Ground Floor

Public Bar: 42sq.mtrs (452sq.ft), Bar Served, Cellar, Ladies and Gents Toilets,

Living Accommodation

Ground Floor

Lounge and Kitchen

First Floor

Lounge, Two Bedrooms and Bathroom

Outside:

Driveway providing off road parking, secure rear yard with detached brick built garage



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £395 + 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 £150 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

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(all cheques are subject to a valid form of identification eg. passport or photo driving licence and must be accompanied by a Bank/Building Society Statement showing proof of funds)

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

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

LOT 51
Freehold Vacant Possession
 Guide Price: £150,000 PLUS

Sovereign House, 17 Woodhouse Street, Stoke-on-Trent, Staffordshire, ST4 4QX

Property Description:

The property is located in Stoke-on-Trent, also known as The Potteries, a city in Staffordshire which forms a linear conurbation stretching for 12 miles, including Newcastle-under-Lyme and Kidsgrove. The subject property is prominently located on the edge of Stoke town centre, having a frontage to both Lonsdale Street (A52) and Woodhouse Street. There is easy access to the A500, within 100 metres, which connects with the A50 and Junction 15 of the M6, within approximately three miles. The premises form part of a two-storey building and comprise first floor residential accommodation arranged to provide 19 bedrooms, with shared Kitchen, Bathroom and Living Room accommodation. The accommodation has formerly been let as student accommodation and is within reasonable walking distance of Staffordshire University and Stoke Railway Station.

The property is likely to be of interest to investors and developers, either for resumption of residential use or perhaps for alternative uses subject to statutory consents.

On re-letting the accommodation for residential investment purposes, a purchaser may have the option of either letting the premises to a student accommodation provider, who would provide a management function or, alternatively, letting the premises themselves to individual students and adopting a more proactive management role.

Accommodation:
First Floor:

The premises provide a ground floor entrance lobby, circulation space, a communal central Living Room, three Kitchens, two Shower Rooms, a central heating boiler room, 19 letting Bedrooms, a second external boiler room and three Toilets.

The total gross internal area is approximately:
 410.9sq.mtrs (4,423sq.ft)

Car parking:

There is a car park, with space for up to five cars, which is located opposite the building on Lonsdale Street.

Tenure:

We are informed by the vendor the main building is held freehold (Title Nos. SF252634 and SF252633). The car park is held by way of a 999 year lease from 25 March 1991 at a rent of one peppercorn (Title number SF297317).

Tenancies:

The Ground Floor Showroom has been sold by way of a lease for a term of 999 years from 25 December 1987 at a ground rent of one peppercorn (Title numbers SF256204 and SF289172).

Note: The plan contained in these details is for identification purposes only. Please refer to the legal pack for confirmation of exact site boundaries.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons -
 0121 2472233



LOT 52

Freehold Vacant Possession
Guide Price: £120,000 - £135,000

By Instruction of a Major PLC

Avalon House, 3 King Street, Cheltenham, Gloucestershire, GL50 4AU



Property Description:

A traditional double fronted semi-detached house of rendered brick construction surmounted by a pitched replacement tile clad roof offering presentable and well laid out accommodation which includes three reception rooms, three double bedrooms and benefits from UPVC double glazed windows, gas fired central heating, mains fitted smoke alarms/emergency lighting and a range of modern fitments. The property has previously been used as a residential care home however has undergone little or no modification for this purpose. King Street comprises a predominantly residential road containing a wide variety of flats and houses and the property is conveniently within approximately one third of a mile distance from Cheltenham Town Centre. The M5 Motorway (junction 11) lies within approximately five miles distance to the east.

Cheltenham itself comprises of a highly regarded Spa Town containing a vibrant Town Centre, out of town retail amenities, a range of historic buildings and is home to Cheltenham Race Course.

Ground Floor

Reception Hall, Access to Cellar, Lounge, Reception Room Two/Bedroom Four/ Kitchen with a range of fitted units, Dining Room/Rear Sitting Room, Garden Room

First Floor

Stairs and Landing, Three Double Bedrooms, Lobby Area/Shower Room with modern four piece suite comprising panelled bath, glazed shower enclosure, pedestal wash basin and wc, Cloak Room with wc and wash basin

Outside:

Rear: Paved patio and lawned garden

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 53

Freehold Investment
Guide Price: £60,000-£70,000

58 & 58a High Street, Wem, Shropshire SY4 5DW

Property Description:

A freehold investment opportunity comprising a ground floor retail unit along with self-contained living accommodation to the first and second floors.

The property occupies a prominent position on High Street, Wem, close to the junction of Mill Street and High Street in the town centre of Wem.

Wem is a north Shropshire town having a population of circa 5,000. The town can be accessed via the B5063, B5065 and B5478, approximately two miles west of the A49 trunk road which provides access to Shrewsbury and Telford to the south and Whitchurch and Wrexham to the north.

Accommodation:

Ground Floor Occupied by Jack Davies Cycles.

Retail area: 33.3sq.mtrs (358sq.ft)

Workshop: 8.4sq.mtrs (91sq.ft)

Net Internal Area: 41.7sq.mtrs (449sq.ft)

Outside:

Toilet

First Floor (self-contained flat)

Staircase to Reception room, kitchen/diner, two potential bedrooms and bathroom with panel bath, wash basin & WC.

Second Floor

Stairs to four bedrooms and internal stores.

Tenancy Information

The Ground Floor Shop is subject to a lease for a term of five years from 24 June 2013 at a current rental of £2650 per annum. Please refer to legal pack for further details.

The living accommodation to the first and second floors is currently let on an assured shorthold tenancy agreement producing a rental of £500 per calendar month (£6,000 per annum).

Total Current Rental Income £8,650 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 54

Freehold Land
Guide Price: £1,000 - £2,000

Land (Ref SB6) off St Brades Close, Sandwell, Oldbury, West Midlands B69

Property Description:

The land comprises a roughly level rectangular shaped unfenced site of about 520sq.mtrs (0.12 acres) and lies in a large area of open space which is bounded by housing to the North. Site boundaries have been surveyed and the plot boundaries can be set out using GPS survey equipment.

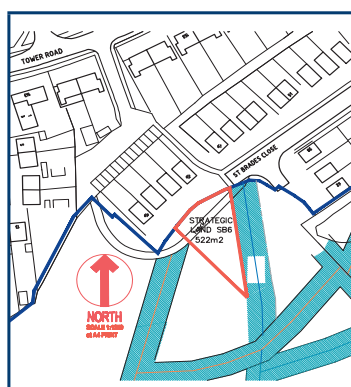
Planning

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

Location

The land is located approximately 1.5 miles North-West of Junction 2 of the M5 and 1.6 miles South-East of Dudley town centre.

The land is approached, coming from the M5, along the A4123 (1.0 miles), then turn left onto Tower Road, continue along and turn first left into St Brades Close. Continue to the top of the Close and the land forms part of



the open space adjacent the private drive serving 63-69 St Brades Close.

Note: The plan contained in these details is for identification purposes only. Please refer to the legal pack for confirmation of exact site boundaries.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

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16th OCTOBER 2014

at Aston Villa Football Club,
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LOT 55

Freehold Vacant Possession
Guide Price: £55,000 - £60,000

25 Oakwood Road, Walsall, West Midlands WS3 1AZ

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property requires modernisation and improvement throughout and the majority of the property has been taken back to brickwork and all partitioned walls on the first floor have been removed. Oakwood Road is located off both Stag Hill Road and Harden Road.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen, Shower Room (no fittings), Inner Lobby and Rear Extension

First Floor

Previously Three Bedrooms and Bathroom however all partitioned walls and fittings have been removed

Outside:

Front : Walled foregarden
Rear : Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 56

Freehold Vacant Possession
Guide Price: £60,000 - £66,000

151 Park Lane West, Tipton, West Midlands DY4 8LE

Property Description:

An end terraced property of part rendered brick construction set back from the road behind a walled foregarden and block paved driveway allowing for access to garage and providing secure off road parking. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition. Park Lane West (A457) is located off Dudley Port (A461)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen/Diner

First Floor

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

Outside

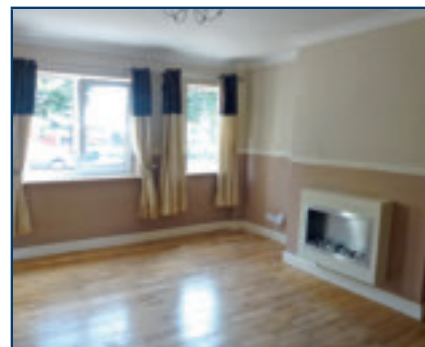
Front : Walled foregarden and block paved driveway allowing for access to garage
Rear : Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 57

Freehold Takeaway Investment
 Guide Price: £80,000 to £88,000

By Instruction of the Joint LPA Receivers

30 Humber Road, Coventry, West Midlands CV3 1BA

Property Description:

A two storey mid terraced retail premises of brick construction surmounted by a pitched interlocking tile clad roof, directly fronting Humber Road and situated opposite the junction with Anglian Way. The property forms part of a predominantly residential area located approximately one mile distance to the east of Coventry City Centre.

Lease Information

The property is currently let trading as Sicily Pizza, on a lease for a term of 21 years expiring on 22nd August 2025 at a current rent of £9,100 per annum and subject to 3 yearly rent reviews.

Accommodation:

Ground Floor

Retail Area: 27.4sq m (295sq ft)
 Preparation Area: 15.5sq m (167sq ft)
 Kitchen/Further Preparation Area: 20.2sq m (217sq ft)
 Cold-Room: 6.2sq m (67sq ft)
 Brick Stores: 14.3sq m (154sq ft)

Total Net Internal Area: 83.6sq m (900sq ft)

First Floor

Two Rooms & Shower Room with wash basin & WC

Outside:

(Rear) Yard and Brick Stores.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 58

Freehold Investment
 Guide Price: £60,000 - £68,000

By Instruction of the Joint LPA Receivers

32 Humber Road, Coventry, West Midlands CV3 1BA

Property Description:

A mid terraced retail premises of brick construction surmounted by a pitched interlocking tile clad roof, directly fronting Humber Road and situated opposite the junction with Anglian Way. The property forms part of a predominantly residential area located approximately one mile distance to the east of Coventry City Centre.

Tenancy Information

The property is currently let as an informal restaurant premises with living accommodation on an agreement for 12 months from 23rd April 2014 at a rental of £850 per calendar month (£10,200 per annum)

Planning

The planning history contained on Coventry City Council website states that planning consent was granted on appeal (Ref: APP/U4610/A/02/10946301 and dated 26/11/2002 for change of use from launderette to use as hot food takeaway in conjunction with the existing business at Number 30 Humber Road. All interested parties should refer to the local planning

department at Coventry City Council prior to bidding to satisfy themselves as to the current planning status.

Accommodation

Ground Floor

Three Rooms, Toilet with wc and wash basin
 Net Internal Area: 59.3 sq.mtrs (638 sq.ft)

First Floor

Stairs to Kitchen, Shower Room, Two Bedrooms

Second Floor

Not Inspected

Outside:

Rear: Yard/garden, block built store room

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Energy Performance Certificate

Energy Performance Certificate: The EPC for this property was commissioned on 18th August 2014. This will be added to the Legal Pack and available on our website.



LOT 59

Freehold Vacant Possession
Guide Price: £84,000 - £88,000

20 Mapleton Grove, Hall Green, Birmingham, West Midlands B28 9RG

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a fenced foregarden. The property benefits from having UPVC double glazing, gas fired central heating and a garage providing off road parking accessed to the rear via a service road. Mapleton Grove is a cul-de-sac located off Mapleton Road which in turn is found off Creswell Road

Accommodation:

Ground Floor

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

First Floor

Three Bedrooms

Outside:

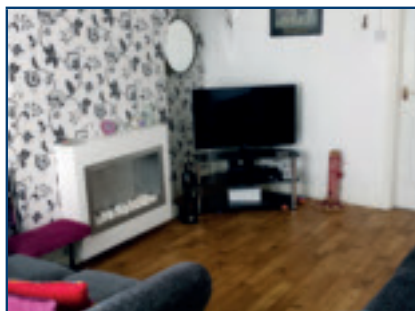
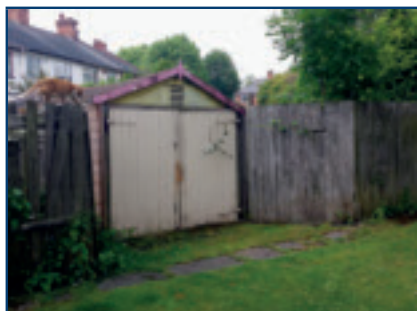
(Front) Fenced foregarden
(Rear) Garden and garage providing off road parking accessed via a service road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 60

Leasehold Investment
Guide Price: £60,000 - £65,000

Flat 10 Bath Court, Abdon Avenue, Birmingham, West Midlands B29 4NS

Property Description:

A well maintained two bedroom flat situated on the first floor of a three storey purpose built block and forming part of a development known as Bath Court, set back from the road behind well maintained lawned gardens. Abdon Avenue leads off Swarthmore Road and forms part of a residential estate located approximately one third of a mile distance to the west of Bristol Road South (A38).

The property benefits from electric storage heating, UPVC double glazed windows and modern kitchen and bathroom fittings and is currently let on an Assured Shorthold Tenancy at a rental of £525 per calendar month (£6,300 per annum).

Accommodation:

Ground Floor

Communal Entrance with security door entry system, Stairs and Landing

First Floor

Reception Hall, Kitchen, bathroom with panelled bath having shower over, pedestal wash basin and wc, Lounge, Two Bedrooms

Outside:

Communal gardens and car parking

Leasehold Information

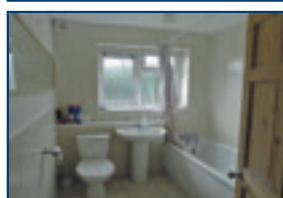
Lease Term: 99 Years (less 5 days) from 1 January 1959
Ground Rent: £10 per annum
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 61

Leasehold Investment
Guide Price: £60,000 - £65,000

Flat 22 Bath Court, Abdon Avenue, Birmingham, West Midlands B29 4NS

Property Description:

A well maintained two bedroom flat situated on the first floor of a three storey purpose built block and forming part of a development known as Bath Court, set back from the road behind well maintained lawned gardens. Abdon Avenue leads off Swarthmore Road and forms part of a residential estate located approximately one third of a mile distance to the west of Bristol Road South (A38). The property benefits from an electric central heating system, UPVC double glazed windows and is currently let on an Assured Shorthold Tenancy at a rental of £510 per calendar month (£6,120 per annum).

Accommodation:

Ground Floor

Communal Entrance with security door entry system, Stairs and Landing

First Floor

Reception Hall, Kitchen with a range of modern fittings, Shower Room with wash basin and wc, Lounge, Two Bedrooms

Outside:

Communal gardens and car parking

Leasehold Information

Lease Term: 99 Years (less 5 days) from 1 January 1959

Ground Rent: £10 per annum

Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 62

Freehold Vacant Possession
Guide Price: £66,000 - £72,000

46 Bilhay Lane, West Bromwich, West Midlands B70 9RS

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings and is offered for sale in a presentable condition. Bilhay Lane is located off Swan Lane and the Black Country New Road (A41).

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor

Two Bedrooms and Bathroom having shower cubicle, washbasin and WC

Outside

(Front) Walled fore-garden

(Rear) Garden

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

Viewings – Via Cottons – 0121 247 2233



LOT 63

Freehold Vacant Possession
Guide Price: £50,000 - £55,000

54 Allwood Gardens, Woodgate, Birmingham, West Midlands B32 3UA

Property Description:

A mid-terraced property surmounted by a tiled roof set back from the road behind a paved foregarden. The property is accessed via a pedestrian right of way. The property benefits from having UPVC double glazing. Allwood Gardens is located off Lye Avenue which in turn can be found off Woodgate Lane

Accommodation:

Ground Floor

Entrance Hall, WC, Lounge, Kitchen/Diner

First Floor

Two Bedrooms, Store Room and Bathroom having panelled bath, wash basin and WC

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.

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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.

LOT 64 Freehold Land

Guide Price: £14,000 - £18,000

Land adjacent to, 15 Cherry Hill Road, Barnt Green, Birmingham, West Midlands B45 8LN



Property Description:

A parcel of freehold wooded land extending to approximately 2.06 acres fronting Cherry Hill Road and located in the village of Barnt Green. Cherry Hill Road is located off Twatling Road and Kendal End Road.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

LOT 65

Freehold Takeaway Investment

Guide Price: £58,000 - £63,000

83 High Street, Dudley, West Midlands DY1 1QP

Property Description:

A three storey mid terraced Grade II Listed retail premises with living accommodation to the upper floors and situated directly fronting High Street close to the junction with Stafford Street. High Street contains a range of retail premises including an Asda superstore which is virtually opposite and the property is within walking distance of the main Town Centre. The property is of brick construction having a parapet to the front elevation with a pitched tile clad roof.

The property is currently let on a lease for a term of 12 years from 31st March 2010 with 3 yearly rent reviews and at a current rent of £7,000 per annum.

Accommodation:

Ground Floor

Retail Premises: 37.81sq.mtrs (407sq.ft)

Food Preparation Room: 8.81sq.mtrs (94sq.ft)

Rear Store Room: 9.28sq.mtrs (99sq.ft)

First Floor

Stairs and Landing, Kitchen, Living Room, Shower Room with wash basin and wc

Second Floor

Two Bedrooms

Outside:

Pedestrian right of way to rear yard area containing a derelict store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Preliminary Announcement

For Sale by Auction Thursday 16th October 2014

By Kind Instruction of H Rowley Holdings Limited and offered in conjunction with Bruton Knowles Property Consultants.

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- Lot B:** 13 Muntz Street, Small Heath, Birmingham
- Lot C:** 15/17 Muntz Street, Small Heath, Birmingham
- Lot D:** 19 Muntz Street, Small Heath, Birmingham
- Lot E:** 95 Wright Street, Small Heath, Birmingham

Full details including Lease Terms, Rents and Guide Prices are being prepared and will be available shortly. All interested parties should register their interest with the auctioneers.



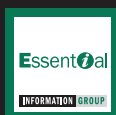
This plan is for Identification purposes only.
Please refer to the Legal Pack for confirmation of the exact site boundaries.



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JIB183.10.13

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

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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**. 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 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

G18.3 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 58 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.

**A full copy of the Common Auction Conditions including the Glossary can be found at:
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