

14th JULY 2015

Cottons

CHARTERED SURVEYORS

AUCTION

TUESDAY 14th JULY 2015

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

7. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property 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.

9. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.

10. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.

11. **If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.**

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

13. The successful bidder will be required to pay an Administration Fee of £495 + 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 £195 + VAT.

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

15. If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.

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.

Definition

Definition of Guide Prices

The guide price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website and by the auctioneer prior to the lot being offered.

Definition of Reserve Price

The reserve price is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. It is usual, but not always the case that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing and the Final Reserve Price will be agreed between the auctioneer and the seller prior to the auction sale. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

A Collective Auction Sale of 59 LOTS

Order of Sale

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

1	14 PENNS LANE, SUTTON COLDFIELD,, WEST MIDLANDS, B72 1BD	Freehold Vacant Residential	47	LAND B/N TIMMIS ROAD AND BAGLEY ST, STOURBRIDGE,, DY9 7BJ	Freehold Land
2	47 THE BROADWAY, WEST BROMWICH, WEST MIDLANDS, B71 2QG	Freehold Vacant Residential	48	FORMER LITTLE CHEF/LAND AT MANOR WAY, HALESOWEN, B62 8RJ	Freehold Land
3	16 GEORGE ROAD, ERDINGTON,, BIRMINGHAM, B23 7QB	Freehold Vacant Residential	49	THE MILL HOTEL, ALVELEY, BRIDGNORTH, SHROPSHIRE WV15 6HL	Freehold Fire Damaged Hotel
4	21 TOWER ROAD, TIVIDALE, OLDBURY, WEST MIDLANDS, B69 1NB	Freehold Vacant Residential	50	15 COMBERTON HILL, KIDDERMINSTER, WORCESTERSHIRE DY10 1QG	Freehold Commercial Investment
5	FLAT 33, WELLINGTON HOUSE, WELSH HOUSE FARM RD, BIRMINGHAM, B32 2ND	Leasehold Residential Investment	51	9 HARROWBY DRIVE, TIPTON, WEST MIDLANDS DY4 8SZ	Leasehold Residential Investment
6	140 NORMANDY ROAD, PERRY BARR, BIRMINGHAM, B20 3BB	Freehold Vacant Residential	52	1592 COVENTRY ROAD, YARDLEY, BIRMINGHAM, B26 1AL	Freehold Commercial Investment
7	134 NORMANDY ROAD, PERRY BARR, BIRMINGHAM, B20 3BB	Freehold Vacant Residential	53	FLAT 218 CLEVELAND TOWER, HOLLOWAY HEAD, BIRMINGHAM, B1 1UE	Leasehold Residential Investment
8	272 FIELD LANE, BARTLEY GREEN, BIRMINGHAM, B32 4HN	Freehold Vacant Residential	54	44 CHURCHFIELD AVENUE, TIPTON,, WEST MIDLANDS DY4 9NF	Leasehold Vacant Residential
9	BARAKAHS PLAY NURSERY, BEARMORE ROAD, CRADLEY HEATH, B64 6DU	Freehold Vacant Commercial	55	34 BRANDHALL COURT, WOLVERHAMPTON ROAD, OLDBURY, B68 8DE	Leasehold Vacant Residential
10	54 LEES TERRACE, BILSTON, WEST MIDLANDS WV14 8DR	Freehold Vacant Residential	56	184 SWAN GARDENS, ERDINGTON, BIRMINGHAM, B23 6QQ	Leasehold Vacant Residential
11	247 SPIES LANE, HALESOWEN, WEST MIDLANDS B62 9SN	Freehold Vacant Residential	57	270 TAT BANK ROAD, OLDBURY,, WEST MIDLANDS B68 8NR	Freehold Vacant Residential
12	UNIT 43 MIDDLEMORE ROAD, MIDDLEMORE IND ESTATE, SMETHWICK, B66 2EA	Leasehold Vacant Commercial	58	65 KNOWLE ROAD, SPARKHILL, BIRMINGHAM, B11 3AJ	Freehold Vacant Residential
13	1558 STRATFORD ROAD, HALL GREEN, BIRMINGHAM, B28 9HA	Freehold Vacant Commercial	59	117 WILLES ROAD, BIRMINGHAM, B18 4QA	Freehold Vacant Residential
14	46 NIGEL AVENUE, NORTHFIELD, BIRMINGHAM, B31 1LH	Freehold Vacant Residential	Auctioneers Andrew J. Barden MRICS, FNAVA, John Day FRICS, FNAVA, Kenneth F. Davis FRICS Valuers: Ian M. Axon, Stephen, D. Sutton B.Sc. (Est. Man.) FRICS Dan O'Malley B.Sc. (Hons.) HND Auction Manager: Sue Worrall Auction Team: Richard Longden B.Sc. (Hons.) MRICS, Nada Turton B.A, Julie Murphy, Sharron Sheldon, John Askam B.A, Joanne Palmer, Laura Steventon B.A, Jason Coombes B.A, Ossie O'Malley, Andrew Smith, Nick Burton, Richard Gaines, Kevin Hogan, Derek Dolphin, Trish Doyle.		
15	82 CORPORATION STREET WEST, WALSALL, WS1 3QR	Freehold Vacant Residential			
16	FLAT 7 BLYTHE COURT, BLYTHE ROAD, COLESHILL, BIRMINGHAM, B46 1AE	Leasehold Vacant Residential			
17	99 THE BROADWAY, PERRY BARR, BIRMINGHAM, B20 3ED	Freehold Vacant Residential			
18	255 YARDLEY GREEN ROAD, BORDESLEY GREEN,, BIRMINGHAM, B9 5QA	Freehold Vacant Residential			
19	40 LESLIE ROAD, PERRY BARR, BIRMINGHAM, B20 3NU	Freehold Vacant Residential			
20	27 OAKESWELL STREET, WEDNESBURY, WEST MIDLANDS WS10 9AH	Freehold Vacant Residential			
21	16 THORNHILL ROAD, SPARKHILL, BIRMINGHAM, B11 3LL	Freehold Residential Investment			
22	79 LYTELTON ROAD, STECHFORD,, BIRMINGHAM, B33 8BN	Freehold Vacant Residential			
23	5 POTTERS LANE, WEDNESBURY,, WEST MIDLANDS WS10 0AS	Freehold Vacant Commercial			
24	71 WOOLMORE ROAD, ERDINGTON, BIRMINGHAM, WEST MIDLANDS, B23 7EB	Freehold Vacant Residential	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		
25	128 AND 130 GRAVELLY HILL, BIRMINGHAM, B23 7PF	Freehold Vacant Hotel			
26	THE FORMER HAVEN HOTEL, 15 CLAREMONT STREET, BILSTON, WV14 6BA	Freehold Development Opp.			
27	9 POUND ROAD, KINGS HEATH, BIRMINGHAM, B14 5SB	Freehold Commercial Investment			
28	11 POUND ROAD, KINGS HEATH, BIRMINGHAM, B14 5SB	Freehold Vacant Commercial			
29	1 FARMSIDE, WILLENHALL, COVENTRY, CV3 3GF	Freehold Residential Investment			
30	UNIT 11 - 12, GRANBY BUSINESS PARK, GRANBY AV, BHAM, B33 0TJ	Freehold Commercial Investment			
31	195 WESTMINSTER ROAD, HANDSWORTH, BIRMINGHAM, B20 3NA	Freehold Vacant Residential			
32	43 GREEN LANES, BILSTON, WEST MIDLANDS WV14 6BY	Freehold Vacant Residential			
33	2-6 BELCHERS LANE, ALUM ROCK, BIRMINGHAM, B8 3EU	Freehold Vacant Commercial			
34	THE LEOPARD FORMER PUBLIC HOUSE, JERRYS LANE, ERDINGTON, B23 5NX	Freehold Development Opp.	• 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		
35	530 WOLVERHAMPTON ROAD EAST, WOLVERHAMPTON, WV4 6AP	Freehold Residential Investment			
36	6 MOORLAND ROAD, BURSLEM, STOKE-ON-TRENT, ST6 1DW	Freehold Vacant Commercial			
37	LODGE 23, SWAINSWOOD PARK, OVERSEAL, SWADLINCOTE, DERBYS DE12 6JX	Luxury Vacant Lodge Home			
38	LAND AND BUILDINGS AT WHEELERS FOLD, WOLVERHAMPTON, WV1 1HN	Freehold Commercial Investment			
39	THE RED LION PUBLIC HOUSE, BELL SQUARE, WEOBLEY, HEREFORD, HR4 8SE	Freehold Commercial Investment			
40	RED LION COTTAGE, BELL SQUARE, WEOBLEY, HEREFORD, HR4 8SE	Freehold Vacant Residential			
41	FGRS 305, 307, 309 & 311 HOCKLEY ROAD, HOCKLEY, TAMWORTH, B77 5EW	Freehold Ground Rents			
42	186-210 NEW ROAD, RUBERY, REDNAL, BIRMINGHAM, B45 9JA	Freehold Commercial Investment			
43	29 ROWLEY CLOSE, CANNOCK, STAFFORDSHIRE WS12 4ES	Freehold Residential Investment			
44	238 BRADBURY LANE, CANNOCK, STAFFORDSHIRE WS12 4EP	Freehold Residential Investment			
45	23 GLYNN CRESCENT, HALESOWEN, WEST MIDLANDS B63 2PZ	Leasehold Vacant Residential			
46	DEVELOPMENT LAND BETWEEN 63 & 69 CORONATION ROAD, TIPTON, DY4 0XU	Freehold Development Land			

LOT 1

Freehold Vacant Possession

*Guide Price: £100,000 - £115,000

14 Penns Lane, Wylde Green, Sutton Coldfield, West Midlands B72 1BD

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched replacement tile clad roof which was recovered in 2013. The property is set back behind a walled foregarden and benefits from three bedrooms but requires modernisation and improvement throughout.

The property is situated to the western section of Penns Lane (B4148), a short distance from the junction with Birmingham Road (A5127) and forms part of a popular residential area conveniently located for access to Wylde Green Shopping Centre being within approximately one quarter of a mile and providing a wide range of retail amenities and services and Chester Road Railway Station within approximately half a mile distance.

Accommodation:

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Bathroom with panelled bath, wash basin and wc

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double) intercommunicating with Bedroom Three (single)

Outside:

Front: Walled foregarden
Rear: Yard area, partly paved garden and store with rear pedestrian access

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 £495 + 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 £195 + VAT. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits may be paid by the following methods

Debit/Credit Card

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.

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

Cottons
CHARTERED SURVEYORS

LOT 2
Freehold Vacant Possession

*Guide Price: £85,000 - £90,000

47 The Broadway, Hill Top, West Bromwich, West Midlands B71 2QG
Property Description:

A traditional semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from mostly UPVC double glazed windows, gas fired central heating and a garage located to the rear. The property forms part of an established residential area known as Hill Top and The Broadway comprises of a cul-de-sac which leads off Coles Lane and which in turn leads off Hill Top (A4196). The property is conveniently situated within approximately one and a quarter miles distance to the north of West Bromwich Town Centre and two miles from the M5 Motorway (junction 1).

Accommodation:
Ground Floor

Vestibule Entrance, Reception Hall, Front Reception Room opening to Rear Reception Room, Extended Kitchen with a range of fitted units

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Shower Room with modern suite comprising glazed shower enclosure having electric shower, pedestal wash basin and wc

Outside:

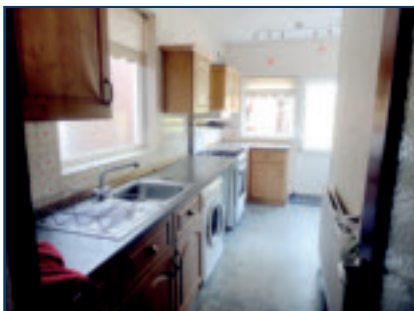
Front: Paved foregarden, shared pedestrian side access to rear
 Rear: Predominantly paved patio and garden, brick built wc with wash basin, free standing garage with vehicular access off Wallface which comprises a rear service road and leads directly off Coles Lane.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


Cottons
 CHARTERED SURVEYORS

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

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

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

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

Tel 0121 247 2233

LOT 3

Freehold Vacant Possession

*Guide Price: £80,000 - £88,000

16 George Road, Erdington, Birmingham, West Midlands B23 7QB

Property Description:

A substantial end terraced house of traditional brick construction surmounted by a pitched slate clad roof, set back from the road behind a walled foregarden and benefiting from three double bedrooms along with potential for rear car parking accessed by way of a shared driveway.

The property requires modernisation and improvement throughout.

The property is situated in the eastern section of George Road close to the junction with Slade Road and conveniently within approximately half a mile distance from the M6 Motorway (junction 6), one mile distance from Erdington Shopping Centre and three miles distance from Birmingham City Centre.

Accommodation:

Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Dining Kitchen

First Floor

Stairs and Landing, Bedroom One (large double), Bedroom Two (double), Bedroom Three (small double), Bathroom with panelled

bath having electric shower over, pedestal wash basin and wc

Outside:

Front: Foregarden

Rear: Yard and long garden with potential for off road parking/ erection of a garage accessed by way of a shared rear driveway

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

pennycuik
collins CHARTERED SURVEYORS



LOT 4

Freehold Vacant Possession

*Guide Price: £70,000 - £77,000

21 Tower Road, Tividale, Oldbury, West Midlands B69 1NB

Property Description:

A semi detached house of traditional brick construction surmounted by a hipped tile clad roof, benefiting from three bedrooms and a garage which provides off road car parking but requiring modernisation and improvement throughout.

The property is situated to the eastern section of Tower Road opposite the junction with Dovey Road and close to the junction with New Birmingham Road (A4123) conveniently within approximately one and a half miles distance from the M5 Motorway (junction 2) and two miles from Dudley Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Front Reception Room, Rear Reception Room, Lean to Veranda/Kitchen, Separate wc.

First Floor

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

and a shared driveway to rear
Rear: Free standing garage, pedestrian side access to patio and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 5

Leasehold Investment
 *Guide Price: £38,000 - £44,000

Flat 33 Wellington House, Welsh House Farm Road, Birmingham, West Midlands B32 2ND

Property Description:

A two bed roomed flat situated in a purpose built block set back from the road behind communal gardens. The property benefits from having recently been refurbished and benefits from having gas fired central heating, UPVC double glazing and modern kitchen fittings. Welsh House Farm Road is located off West Boulevard which in turn can be found off Quinton Road West. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £525 pcm (£6,300 per annum)

Accommodation:

Ground Floor

Communal Entrance with secure door entry system, stairs and lift access to

Seventh Floor

Having Communal Landing, Entrance Hallway, Lounge, Kitchen, Two Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

Communal Grounds

Leasehold Information

Term 125 years from 15 September 1997

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 6

Freehold Vacant House
 *Guide Price: £65,000 - £75,000

By Instruction of the Joint LPA Receivers

140 Normandy Road, Perry Barr, Birmingham, West Midlands B20 3BB

Property Description:

A traditional mid terraced house of rendered brick construction surmounted by a pitched replacement tile clad roof, benefiting from gas fired central heating and UPVC double glazed windows but requiring repair and modernisation throughout.

Normandy Road forms part of an established residential area and leads via the Broadway off Witton Road (B4140) and the property is conveniently within approximately half a mile distance from Perry Barr Shopping Centre including The One Stop Shopping Centre and Perry Barr Railway Station.

Accommodation:

Ground Floor

UPVC Double Glazed Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Small walled foregarden
 Rear: Paved yard/garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 7

Freehold Vacant House
*Guide Price: £90,000 - £100,000

By Instruction of the Joint LPA Receivers

134 Normandy Road, Perry Barr, Birmingham, West Midlands B20 3BB

Property Description:

A traditional mid terraced house of two storey brick construction with a loft conversion providing generous accommodation which includes five bedrooms and three bath/shower rooms. The property has been much improved and benefits from UPVC double glazed windows, gas fired central heating and mains fitted fire panel and emergency lighting. Normandy Road forms part of an established residential area and leads via The Broadway off Witton Road (B4140) and the property is conveniently within approximately half a mile distance from Perry Barr Shopping Centre including The One Stop Shopping Centre and Perry Barr Railway Station.

Accommodation:

Ground Floor

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with a range of fitted units, Rear Entrance Hall, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc.

First Floor

Stairs and Landing, Shower Room with shower enclosure, pedestal wash basin and wc, Bedroom One (double) with En-suite Shower Room having glazed shower enclosure, pedestal wash basin and wc, Bedroom Two (small double), Bedroom Three (single).

Second Floor

Stairs and Landing, Bedroom Four (double), Bedroom Five (double).

Note: All interested parties must satisfy themselves prior to bidding in relation to the loft conversion complying with planning and building regulations.

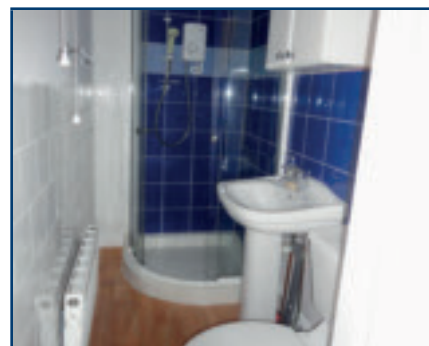
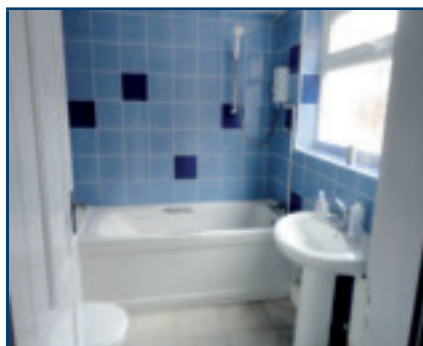
Outside:

Front: Small walled foregarden

Rear: Paved yard and garden

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

Viewings: Via Cottons - 0121 2472233



LOT 8

Freehold Vacant Possession
*Guide Price: £68,000 - £74,000

272 Field Lane, Bartley Green, Birmingham, West Midlands B32 4HN

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having double glazed windows and gas fired central heating. Field Lane is located off both Kitwell Lane and Wood Lane

Outside:

Front Lawned foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Accommodation:

Ground Floor

Entrance Hallway, Kitchen, Through Lounge, Side Lobby

First Floor

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



LOT 9

Freehold Vacant Children's Nursery/ Former Church Premises

*Guide Price: £60,000 - £70,000

Barakahs Play Nursery, Bearmore Road, Cradley Heath, West Midlands B64 6DU

Property Description:

A detached single storey Children's Day Nursery comprising of a concrete portal framed building with brick outer walls and surmounted by a pitched roof, set back from the road behind a tarmacadamed forecourt.

The property which was previously a church premises was converted into a nursery in 2014 having undergone a range of refurbishment works and is offered for sale in a presentable condition with well proportioned accommodation.

The property is situated immediately adjacent to Bearmore playing fields and forms part of a predominantly residential area located approximately one quarter of a mile distance from Reddal Hill Road (A4100) and within approximately half a mile distance from both Cradley Heath and Old Hill Town Centres which serve the surrounding densely populated residential area.



Accommodation

Ground Floor

Reception Hall, Office, Toilet with wc and wash basin, Kitchen with a range of fitted units and servery, Nursery/Function Room, Children's Toilets with three wc cubicles and three wash basins, Store Room

Outside:

Front: Tarmacadamed forecourt

Rear: Garden area with side pedestrian access



Gross Internal Area

131.21sq.mtrs (1,412sq.ft)

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 10

Freehold Vacant Possession

*Guide Price: £39,000 - £44,000

54 Lees Terrace, Bilston, West Midlands WV14 8DR

Property Description:

A semi-detached bungalow of brick construction surmounted by a hipped tiled clad roof set back from the road behind a walled foregarden and gated driveway that would allow for off road parking. The property requires modernisation and improvement throughout. Lees Terrace is located of Britannia Road which in turn can be found of Bradley Lane

Accommodation:

Entrance Hallway, Lounge, Kitchen, Two Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

Front Walled forgarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 11

Freehold Vacant Possession
*Guide Price: £140,000 - £148,000

247 Spies Lane, Halesowen, West Midlands B62 9SN

Property Description:

A well proportioned semi detached two storey dwelling house of part rendered traditional brick construction surmounted by a pitched slate clad roof and providing well laid out family accommodation containing many attractive character features and benefitting from three double bedrooms and a generous rear garden but requiring modernisation and improvement.

The property is set back from the road behind a foregarden and is situated close to the junction with Victoria Avenue forming part of a popular residential area on the Halesowen/Quinton borders.

The property is within less than one quarter of a mile distance from Hagley Road West which provides access to a wide range of local retail amenities and Halesowen Town Centre lies within approximately one and a half miles distance to the west and Birmingham City Centre approximately five miles distance to the east. The M5 Motorway (junction 3) is within approximately two miles distance providing access to the Midlands Motorway Network.

Accommodation:

Ground Floor

Entrance Hall, Reception Hall with built in store cupboard, Front Reception Room, Rear Reception Room, Dining Room/Kitchen, Utility Room, Separate wc.

First Floor

Stairs and Gallery Landing, Three Double Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc.

Outside:

Front: Foregarden set behind mature privet hedge, private pedestrian entry access to rear
Rear: Generous gravelled rear yard and garden containing mature plants and bushes.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



Cottons

CHARTERED SURVEYORS

PROXY & TELEPHONE BIDDING

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

Please contact the Auction Team on
0121 247 2233

For further details and Terms & Conditions

LOT 12

**Long Leasehold (120 Years Unexpired) Industrial/Warehouse
Property with Vacant Possession**
 *Guide Price: £195,000 - £215,000

Unit 43 Middlemore Industrial Estate, Middlemore Road, Smethwick, B66 2EA

Property Description:

The property comprises long leasehold, single storey industrial or warehouse premises, with integral office accommodation.

The building is mainly of concrete frame construction, with a variety of wall cladding materials, part-lined internally. The main roof is of pitched construction, again lined internally, and incorporating wired glass roof lights.

The warehouse benefits from an eaves height of approximately 4.27 metres and has a travelling crane facility.

Loading access to the workshop/warehouse building is from the front and side of the property.

The building is located in a well-established industrial area approximately one mile from Junction 1 of the M5 Motorway.

The property is offered with vacant possession and is likely to be of interest to both owner-occupiers and private investors.

Accommodation:

The building provides the following accommodation.

Main Workshop/Warehouse
 Works Toilets
 Rear Lean-to
 Two Integral Stores
 Entrance Lobby
 Office Accommodation
 Store
 Male and Female Toilet Facilities

Gross Internal Area:
1,001.6 sq m (10,781 sq ft)

Tenure:

The property is held by way of a lease dated 6th July 1988. The lease is for a term of 150 years from and including 25th March 1986 at a current annual ground rent of £440, subject to fixed escalation provisions. Please refer to the Legal Pack for full lease details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 13

1558 Stratford Road, Hall Green, Birmingham, B28 9HA



Property Description:

A Freehold Licensed Restaurant with extensive accommodation comprising a bar, reception and seating area for up to 80 diners on the ground floor.

The generously proportioned first and second floors of the building are currently used for ancillary purposes. However, the upper floors, which are self-contained have significant latent potential for residential development or additional restaurant use, subject to statutory consents.

The building is set back from Stratford Road, behind a forecourt, providing useful customer or staff car parking space.

The building is of three-storey, middle of terrace construction and forms part of a block or parade of retail or commercial buildings. The main building is of three-storey brickwork construction with a pitched tiled roof. There is a substantial single-storey extension to the rear of the main building which significantly increases the capacity of the restaurant.

The property is located on the eastern side of Stratford Road (A34), approximately 6 miles south east of Birmingham City Centre, close to the Solihull border, in a predominantly residential area with a good catchment.

The property is currently occupied as a Licensed Indian Restaurant, but in view of the A3 (Restaurant) Planning Permission, the building may be used for any theme of restaurant, according to a prospective purchaser's intentions.

The property is likely to be of interest to both owner-occupiers and private investors.

Accommodation:

Ground Floor

Bar/Reception/Restaurant: 117.6 sq m (1,266 sq ft)
 Beer Store: 8 sq m (86 sq ft)
 Entrance to upper floors.
 Kitchen: 25.8 sq m (278 sq ft)
 Rear Lobby: Female Toilet, Male Toilet, Disabled Toilet.
Total Net Internal Area - Ground Floor: 151.4 sq m (1,630 sq ft)

First Floor

Landing
 Office (Front): 20.2 sq m (218 sq ft)
 Store (Front): 1.2 sq m (13 sq ft)
 Store (Middle): 15.4 sq m (166 sq ft)
 Preparation Room: 1.1 sq m (12 sq ft)
 Toilet, Shower Room
 Store (Rear) incorporating Airing Cupboard: 10.3 sq m (111 sq ft)
Total Net Internal Area - First Floor: 48.2 sq m (519 sq ft)

Second Floor

Store: 27.1 sq m (291 sq ft)

Total Net Internal Area: 226.7 sq m (2,440 sq ft):

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Freehold Licensed Restaurant with Vacant Possession
*Guide Price: £325,000 - £350,000



Cottons
CHARTERED SURVEYORS

We are now on [Facebook](#) and [Twitter](#)!

For the latest Estate Agency Instructions and news when auction catalogues have been released,
then 'like' us  on Facebook follow us  on Twitter @CottonsCS.



LOT 14

Freehold Vacant Possession

*Guide Price: £108,000 - £114,000

46 Nigel Avenue, Northfield, Birmingham, West Midlands B31 1LH

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road in a slightly elevated position behind a lawned foregarden. The property benefits from having gas fired central heating however does require modernisation and improvement. Nigel Avenue is located off Shenley Lane (B4121)

Outside:

Front Lawned foregarden
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen,

First Floor

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

LOT 15

Freehold Vacant Possession

*Guide Price: £100,000 - £110,000

82 Corporation Street West, Walsall, West Midlands WS1 3QR

Property Description:

A substantial three storey end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has been converted to provide two separate self-contained flats. The property may provide scope for conversion back to its original useage as a substantial family dwelling or alternatively continued use as two separate self-contained flats. The property benefits from having UPVC double glazing and gas fired central heating. The property further benefits from having a dilapidated garage allowing for potential off road parking accessed via a service road to the rear. Corporation Street West is located off both Wednesbury Road and Corporation Street

Accommodation:

Ground Floor

Communal Entrance,
Flat 1

Lounge, Bedroom, Dining Kitchen, Inner Lobby and Bathroom with panelled bath, wash basin and WC

First Floor

Flat 2
Kitchen, Bathroom with panelled bath, wash basin and Separate WC, Lounge, Bedroom and Store Room

Second Floor

Two Further Bedrooms and Store Room

Outside:

Front Walled foregarden

Outside Lawned garden and dilapidated garage allowing for potential off road parking accessed via a service road

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons - 0121 247 2233



LOT 16

Leasehold Vacant Possession

*Guide Price: £60,000 - £65,000

Flat 7 Blythe Court, Blythe Road, Coleshill, Birmingham, West Midlands B46 1AE

Property Description:

A purpose built ground floor flat forming part of a three storey block and situated fronting Blythe Road between the junctions of Church Hill and High Street, the latter containing a large range of retail amenities and services. Coleshill comprises of a popular north Warwickshire market town popular with commuters and benefiting from ease of access to both the M6, M6 Toll and M42 Motorways, Birmingham Airport, The NEC and both Birmingham and Hams Hall Business Parks. Birmingham City Centre lies within approximately eight miles distance to the west.

The property benefits from UPVC double glazed windows, independent gas heating and a lock up garage located in an adjacent block.

Accommodation:

Ground Floor

Communal Entrance Hall, Reception Hall, Lounge, Bedroom, Shower Room with glazed shower enclosure, pedestal wash basin and wc, Kitchen with a range of modern fitted units

Outside:

Communal gardens and a Lock up Garage (No.1) located in an adjacent block

Leasehold Information

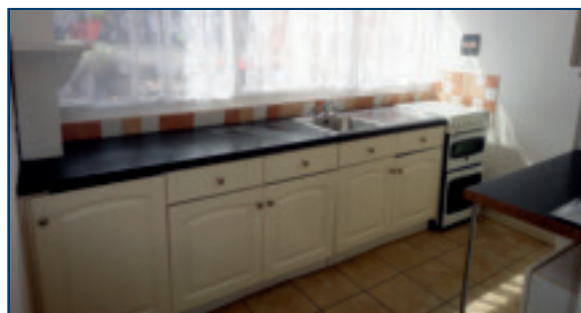
Lease Term: 149 years from 24 June 1961 (Approximately 95 years unexpired)
Ground Rent & Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 17

Freehold Vacant House

*Guide Price: £80,000 - £87,000

By Instruction of the Joint LPA Receivers

99 The Broadway, Perry Barr, Birmingham, West Midlands B20 3ED

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched replacement tile clad roof, benefiting from gas fired central heating and UPVC double glazed windows but requiring modernisation and improvement throughout.

The property forms part of an established residential area and The Broadway leads directly between Witton Road (B4140) and Birchfield Road (A34) and the property is conveniently within approximately half a mile distance from local shops and amenities at Perry Barr including The One Stop Shopping Centre and Perry Barr Rail Station.

Accommodation:

Ground Floor

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with panelled corner bath having shower over, pedestal wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Walled foregarden
Rear: Paved yard/garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 18

Freehold Vacant Six Bedroom House

*Guide Price: £170,000 - £185,000

255 Yardley Green Road, Bordesley Green, Birmingham, West Midlands, B9 5QA



Property Description:

A substantial end of terrace two storey dwelling house with a two storey coach house attached providing extensive accommodation which includes three reception rooms, six bedrooms, two bathrooms and off road car parking. The property benefits from UPVC double glazed windows but requires repair and modernisation throughout. The property is set back from the road behind a gravelled forecourt and is situated adjacent to Yardley Green Road Entrance to Birmingham Heartlands Hospital and forms part of a popular and predominantly residential area. The property may be suitable for refurbishment as a single dwelling house or alternatively may provide scope for conversion to a multi let property as either flats or House in Multiple Occupation (HMO) and all interested parties should make their enquiries with the local planning department prior to bidding in respect of any proposed schemes.

Accommodation

Ground Floor

Reception Hall, Inner Hall with cellar access, Front Reception Room, Rear Reception Room, Family/Dining Room, Kitchen, Bathroom with bath, wash basin and wc, Coach House with garage and separate room

First Floor

Stairs and Landing with store cupboard, Bedroom One (single), Bedroom Two (double), Bedroom Three (double), Bedroom Four (double), Raised Landing with access to Bedroom Five (double) and Bedroom Six (single), Bathroom with bath, wash basin and wc

Outside:

Front: Part gravelled foregarden providing off road car parking, pedestrian entry access to rear
Rear: Yard/patio with a long predominantly lawned garden, brick store and wc

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 19

Freehold Vacant House
 *Guide Price: £65,000 - £70,000

By Instruction of the Joint LPA Receivers

40 Leslie Road, Handsworth, Birmingham, B20 3NU

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating. Leslie Road leads directly off Wellington Road (A4040) and the property is within approximately 200 metres distance from Perry Barr which provides access to a wide range of retail amenities and services including The One Stop Shopping Centre and Perry Barr Railway Station.

Accommodation:

Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with a range of fitted units, Rear Entrance Hall, Bathroom with panelled bath, pedestal

wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Small foregarden
 Rear: Yard and small garden with rear pedestrian access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 20

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

27 Oakeswell Street, Wednesbury, West Midlands WS10 9AH

Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating however does require modernisation and repair. Oakeswell Street is located off both Corporation Street and High Bullen (A461)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Conservatory

First Floor

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

Outside:

Front: Paved foregarden allowing for off road parking
 Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 21

Freehold Investment
 *Guide Price: £80,000 - £85,000

16 Thornhill Road, Sparkhill, Birmingham, West Midlands B11 3LL

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 gas fired central heating. Thornhill Road is located off Percy Road and Stratford Road (A34). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £475 pcm (£5,700 per annum)

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen

First Floor

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

Outside:

Front: Walled foregarden
 Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 22

Freehold Vacant Possession

*Guide Price: £90,000 - £99,000

79 Lyttelton Road, Stechford, Birmingham, West Midlands B33 8BN

Property Description:

A traditional three storey semi detached house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a forecourt parking area and benefiting from gas fired central heating and three double bedrooms but requiring modernisation and cosmetic improvement. Lyttelton Road forms part of an established and predominantly residential area and leads directly off Station Road (A4040) which provides convenient access to a wide range of local retail amenities and services along with Stechford Railway Station. Both Birmingham Heartlands Hospital and Yardley Shopping Centre are within approximately one mile distance.

Accommodation:

Ground Floor

Porch, Front Reception Room, Inner Hall with built in store cupboard, Rear Reception Room, Kitchen, Utility Room/Pantry

First Floor

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

Second Floor

Stairs to Bedroom Three (double)

Outside:

Front: Paved forecourt providing off road car parking

Rear: Shared pedestrian entry access to paved yard with brick store and wc and a lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

**pennycuik
collins** CHARTERED
SURVEYORS



Scott Hendry
Director

FAST

SERVICE

FLEXIBLE

When the property won't hang around, neither will we.

When you're competing for a property you can't afford to wait. That's why our experts are on hand before, during and after the auction to help arrange finance as quickly as possible. So, you can bid with confidence and gain the edge.

- Funds available within 24 hours of approval*
- Free valuation service
- No lenders legal fees
- No commitment fee for enquiries

*Subject to confirmation at application stage

For professional use only



Call us on 0161 933 7156
visit www.auctionfinance.co.uk

Auction Finance Limited. Registered in England and Wales. Company Registration No: 34548825. Registered office: Lake View, Lillands, Cheshire, Cheshire SN9 9DN

LOT 23
Freehold Office Premises/Residential Conversion Opportunity

*Guide Price: £90,000 - £99,000

5 Potters Lane, Wednesbury, West Midlands WS10 0AS
Property Description:

A detached two storey former dwelling house of brick construction with hipped tile clad roof having been used as office and commercial premises following granting of change of use in 1988. The property forms part of a row of similar dwelling houses, several now being used for commercial purposes and the immediate surrounding area contains a range of commercial and industrial premises. The property itself provides well laid out office accommodation and benefits from a rear ground floor extension, multi car parking to the front forecourt and gas fired central heating with a recently installed combination boiler.

Potters Lane runs between Dudley Street and Holloway Bank (A4196) and the property is conveniently within approximately one quarter of a mile distance from Wednesbury Town Centre, one and a half miles distance from junction 9 of the M6 Motorway and approximately two and a half miles distance from both Walsall and West Bromwich Town Centres.

Planning

Planning consent was granted on 29th April 1988 (Ref: BCS159) for change of use to office premises. The property provides potential for conversion back to a three bedroom family dwelling house and it is understood this conversion could be carried out under permitted development rights. All interested parties should contact the local Planning Department at Sandwell MBC prior to bidding to satisfy themselves in relation to any proposals which they may have for the property.


Accommodation
Ground Floor

Vestibule Porch Entrance, Reception Hall, Reception Office, Main Office, Kitchen/Staff Room with a range of fitted units, Gents Toilets with pedestal wash basin, urinal and wc

First Floor

Stairs and Landing, Three Rooms, bathroom with panelled bath, pedestal wash basin and wc

Outside:

Front: Tarmacadamed forecourt providing off road parking

Rear: Pedestrian side access, paved patio and gravelled garden

Total Floor Area

Ground Floor: 55.18sq.mtrs (593sq.ft)
 First Floor: 40.93sq.mtrs (440sq.ft)
 Total: 96.11sq.mtrs (1,033sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233


LOT 24
Freehold Vacant Possession

*Guide Price: £115,000 - £120,000

71 Woolmore Road, Erdington, Birmingham, West Midlands B23 7EB
Property Description:

A three bedroomed semi-detached property of part rendered brick construction surmounted by a hipped tiled clad roof set back from the road behind a paved foregarden. The property benefits from having UPVC double glazing, gas fired central heating and the potential for off road parking to the rear via a service road. Woolmore Road is located off Marsh Hill (A4040)

Accommodation:
Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor

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

Outside:

Front Paved foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 25

By Instruction of the Joint LPA Receivers

128 & 130 Gravelly Hill, Erdington, Birmingham, West Midlands B23 7PF



Property Description:

A freehold former hotel premises comprising a pair of substantial three storey semi detached houses which have been merged to provide the existing accommodation which contains 14 en-suite bedrooms along with ancillary lounge, kitchen and bathroom accommodation, occupying a large plot which extends to approximately 0.34 acres (0.137 hectares). The property is of brick construction surmounted by a pitched tile clad roof and is set back from Gravelly Hill behind a lawned foreground. Vehicular access to the property is located at the rear via a shared driveway which leads off Compton Road to a large car parking area. The property benefits from mostly UPVC double glazed windows and gas fired central heating but requires modernisation and cosmetic improvement. The property is conveniently located within half a mile of the M6 Motorway (junction 6), one mile from Erdington Shopping Centre and approximately two miles distance from Birmingham City Centre.

Planning

We understand the property has operated as a hotel premises trading as The Dayspring Hotel and also more recently as residential student accommodation. The property may be suitable for a variety of alternative uses and all interested parties should contact the local planning department prior to bidding to satisfy themselves of the current planning status. Birmingham City Council website contains the following historical planning information: Application Number: N/04268/03/FUL: Dated 13th

November 2003: Planning consent granted for change of use from hostel to seven self contained flats together with single storey extensions to the rear and external alterations. Application Number: N/05418/05/FUL: Dated 10th November 2005: Planning consent granted for change of use from hostel to bed and breakfast accommodation.

Accommodation

Ground Floor

Porch, Reception Hall, Cloak Room with wc and wash basin, Office, Two Lounges, Conservatory/Dining Room, Two Kitchens, Preparation Room, Stores, Two Bedrooms each with En-suite Shower Room having wc and wash basin, Staff Shower Room with wc and wash basin

First Floor

Stairs and Landing, Six En-suite Bedrooms each with shower room, wc and wash basin

Second Floor

Stairs and Landing, Six En-suite Bedrooms each with shower room, wc and wash basin

Outside:

Front: Lawned foreground
Rear: Patio area, small garden, store, over flow bedroom with external access having en-suite shower room, wc and wash basin, large tarmacaded car park with gated vehicular access off a shared rear driveway leading off Compton Road.

Viewings:

Via Cottons - 0121 247 2233

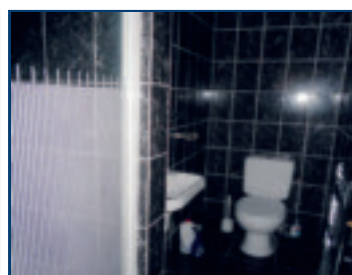
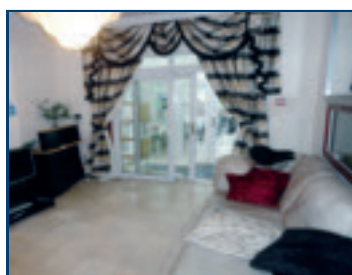
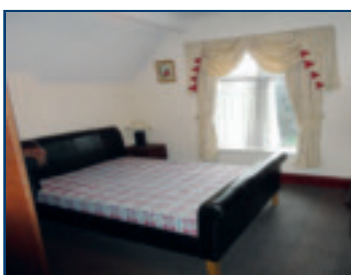
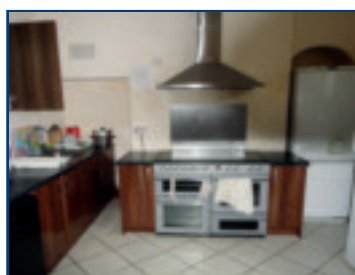
Legal Documents:

Available at www.cottons.co.uk



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

Freehold Former Hotel Premises having 14 En-Suite Rooms - Potential for Alternative Uses
*Guide Price: £375,000 - £400,000



LOT 26

Freehold Vacant Former Hotel - Residential Redevelopment Opportunity

*Guide Price: £250,000 - £280,000

Former Haven Hotel (Consent for Seven Dwellings), 15 Claremont Street, Bilston, West Midlands, WV14 6BA



Property Description:

A residential redevelopment opportunity for the erection of seven dwellings on the site occupied by a substantial freehold former hotel premises predominantly of two storey brick construction, surmounted by a pitched slate clad roof. The property occupies a rectangular shaped site extending to an area of approximately 0.26 acres (1,037 sq.mtrs) and forms part of a predominantly residential area. Claremont Street runs directly between Wellington Road (A41) and Green Lanes and is located within approximately one and a half miles distance to the south east of Wolverhampton City Centre.

Existing Hotel Accommodation:

Gross Internal Area:
Cellar: 9.41sq.mtrs (101sq.ft)
Ground Floor: 319sq.mtrs (3,434sq.ft)
First Floor: 139sq.mtrs (1,496sq.ft)
Total: 467sq.mtrs (5,031sq.ft) approximately

Planning

Planning consent was granted by Wolverhampton City Council (Ref 2014/01125/FUL) and dated 14th November 2014 for demolition of the former Haven Hotel and the erection of 7 dwelling houses. A copy of the consent is available from the auctioneers or Wolverhampton City Council website. The Architects plans approved detailed a development of seven dwellings laid out in a terrace of four, three storey, three bedroom dwellings and a terrace of three, two storey, two bedroom dwellings and comprising of the following proposed accommodation:

Proposed Accommodation

Three Bedroomed Houses (Qty. 4)

Ground Floor: Living Room, Kitchen

First Floor: Two Bedrooms and Bathroom having bath, wash basin and WC

Second Floor: Master Bedroom with Ensuite Shower Room having wash basin and wc

Two Bedroomed Houses (Qty. 4)

Ground Floor: Open Plan Living Room and Kitchen

First Floor: Two Bedrooms and Bathroom having bath, wash basin and WC

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

Viewings: Via Cottons - 0121 2472233

Note: The photos were taken prior to the property being boarded up and all interested parties should inspect the site prior to bidding



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



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

LOT 27

Freehold Shop Investment Property
 *Guide Price: £60,000 -£70,000

9 Pound Road, Birmingham, B14 5SB

Property Description:

A Freehold retail investment property let on an occupational lease, producing rental income.

The property is located approximately 5 miles south of Birmingham City Centre and approximately 4 miles north of Junction 3 of the M42 Motorway.

The property forms part of a neighbourhood shopping precinct, located within a densely populated residential area. The shopping precinct is anchored by a larger style newsagents and off-licence and other nearby or adjacent traders include a cafe. The shopping precinct benefits from a car park located at the rear of the development.

The property is of single storey, middle of terrace brickwork construction with a flat roof.

The shop provides a main retail area as well as useful ancillary accommodation.

The property is fully let by way of an occupational lease and is therefore likely to be of interest primarily to private investors.

Accommodation:

Retail Area: 38.6 sq m (415 sq ft)

Office/Store: (Not inspected) 9.3 sq m (100 sq ft)

Kitchen: 4 sq m (43 sq ft)

Total Net Internal Area: 51.9 sq m (559 sq ft)

Tenancy Details:

We are informed by the Vendor, the property is let under the residue of a 5 year lease at a rent of £7,800, per annum, exclusive.

Please refer to the Legal Pack for full details of the occupational lease.



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LEGAL PACKS

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

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

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

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

LOT 28

Freehold Hot Food Takeaway with Vacant Possession

*Guide Price: £60,000 - £70,000

11 Pound Road, Birmingham, B14 5SB

Property Description:

A Freehold shop last used as a Hot Food Takeaway, offered with vacant possession.

The property is located approximately 5 miles south of Birmingham City Centre and approximately 4 miles north of Junction 3 of the M42 Motorway.

The property forms part of a neighbourhood shopping precinct, located within a densely populated residential area. The shopping precinct is anchored by a larger style newsagents and off-licence and other nearby or adjacent traders include a café and hairdressers shop. The shopping precinct benefits from a car park located at the rear of the development.

The property was last used as a Fish & Chip shop but may be re-equipped and used for any Hot Food Takeaway purpose, falling within the same Use Class.

The property is of single storey, middle of terrace brickwork construction with a flat roof.

The shop provides a main retail area, as well as significant ancillary preparation and storage accommodation.

The internal layout of the premises could be altered to suit an individual purchasers requirements.

The property is likely to be of interest to owner-occupiers and private investors.

Accommodation:

Retail Area: 31.0 sq m (333 sq ft)
Preparation Area: 21.0 sq m (266 sq ft)
Preparation Area: 7.5 sq m (81 sq ft)
Potato Preparation Area: 9.4 sq m (101 sq ft)
Potato Store: 7.6 sq m (82 sq ft)
Store: 3.9 sq m (42 sq ft)
Covered Yard: 13.2 sq m (142 sq ft)
Garage/Store: 14.1 sq m (152 sq ft)

Total Net Internal Area: 107.7 sq m (1,159 sq ft)



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 29

Freehold Investment

*Guide Price: £60,000 - £65,000

1 Farmside, Coventry, West Midlands CV3 3GF

Property Description:

An end terraced house of 'no-fines' construction surmounted by a pitched interlocking tile clad roof, benefiting from mostly double glazed windows and gas fired central heating. The property forms part of a residential area known as Willenhall and Farmside leads directly off Wroxall Drive which leads via St James Lane off London Road (B4110).

The property is currently let on an Assured Shorthold Tenancy at a rental of £676 paid four weekly (£8,788 per annum)

Accommodation

Whilst the Auctioneers have not inspected the accommodation internally, we understand it comprises of:

Ground Floor

Entrance Hall, Lounge, Kitchen, Dining Area

First Floor

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

Outside:

Front: Lawned foregarden

Rear: Patio area, lawn and shared rear access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 30
Leasehold Investment (99 Years Unexpired)

*Guide Price: £65,000 - £70,000

Unit 11 - 12 Granby Business Park, Granby Avenue, Birmingham, West Midlands, B33 0TJ

Property Description:

An end terrace building of steel truss construction extending to an area of 437.58m² (4,710ft²) and forming part of a linear development containing a range of similar commercial units. We understand the building has been modified to provide two storey accommodation, with the first floor being of part suspended and part solid construction. The building forms part of a terrace containing a range of similar units in a mixed commercial and residential area.

Granby Business Park is an established commercial location situated to the east of Garretts Green. It is accessed via Granby Avenue, which runs south east from Garretts Green Lane and which in turn leads off Meadway to the north. Coventry Road (A45) lies within approximately one and a half miles to the south west and provides direct access to Birmingham City Centre, the M42 motorway (junction 6), Birmingham International Airport and the NEC all being within approximately six miles distance. Marston Green and Lea Hall railway stations both provide direct rail services to Birmingham New Street and London Euston.

Tenancy Information

The building is currently used as a gymnasium and martial arts centre trading as G & A's Fitness Centre. Let on a Lease for a term of 5 years from 7th June 2014 at a rental of £13,000 per annum.

Leasehold Information

Term: 125 Years (less one day) from 24 August 1989

Ground Rent: One Peppercorn

Accommodation

A modern commercial premises laid out over two floors comprising:

Gross Internal Area

Ground Floor: 218.79sq.mtrs (2,355sq.ft)

First Floor: 218.79sq.mtrs (2,355sq.ft)

Total: 437.58sq.mtrs (4,710sq.ft)

Outside:

Tarmacadam yard area used for parking, part of which is shared.

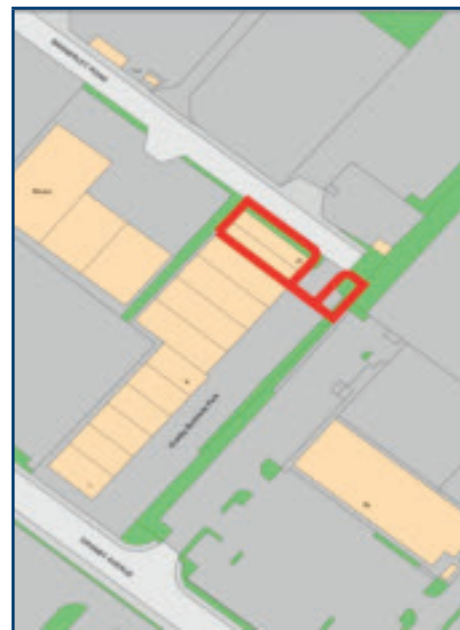
In all the site totals 283.29 sq.mtrs (0.07acres) approximately.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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

LOT 31

Freehold Vacant House
*Guide Price: £80,000 - £90,000

By Instruction of the Joint LPA Receivers

195 Westminster Road, Handsworth, Birmingham, West Midlands B20 3NA

Property Description:

A traditional two storey mid terraced villa of brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating and three bedrooms but requiring modernisation and improvement throughout. The property forms part of an established residential area and Westminster Road is situated between Church Hill Road and Wellington Road (A4040), the latter providing direct access to Perry Barr which contains a wide range of retail amenities and services including The One Stop Shopping Centre and Perry Barr Railway Station.

Accommodation:

Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Dining Room, Kitchen

First Floor

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

Outside:

Front: Walled foregarden
Rear: Yard and garden with brick stores

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 32

Freehold House with Vacant Possession
*Guide Price: £65,000 - £70,000

43 Green Lanes, Bilston, West Midlands WV14 6BY

Property Description:

A two-storey, end of terrace house located within a residential area, approximately three quarters of a mile north west of Bilston Town Centre, where usual local shopping, education and public transport facilities are available.

The house is of two-storey rendered brickwork construction with a pitched interlocking concrete tile roof.

The house is reasonably well-presented and benefits from UPVC double glazed windows and gas central heating.

The property is likely to be of interest to owner-occupiers and private investors.

First Floor

Landing, bedroom 1 (front), bedroom 2 (rear) with small store or wardrobe, leading off.

Outside:

Small fore-garden and substantially paved rear garden or yard, which may be easily maintained.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Accommodation:

Ground Floor

Living room (front), understairs store, dining room (rear), kitchen, inner lobby and central heating boiler cupboard and bathroom/toilet with suite comprising bath, wash basin and WC.



LOT 33
Freehold Vacant Possession
 *Guide Price: £230,000 - £250,00

2-6 Belchers Lane, Alum Rock, Birmingham, West Midlands, B8 3EU

Property Description:

A substantial two storey property of brick construction surmounted by a tiled clad roof set in a prominent position at the junction of both Pelham Road and Belchers Lane. The property consist of an open plan ground floor retail/office space and two 2 bedroomed self contained flats to the first floor. The property has undergone refurbishment works including new aluminium double glazed windows with roller shutters to the ground floor and both first floor flats have been fully refurbished and include new gas fired central heating system, full electrical re-wire and newly installed kitchen and bathroom fitments. The property is located within an area of mixed residential and commercial properties.

Accommodation:
Ground Floor

Open plan office/retail area extending to approximately 999 sq.ft, Office, WC and Store Room

First Floor

Accessed via the rear

Flat 1

Having Lounge, Kitchen, Bedroom, Bathroom having panelled bath, wash basin, WC

Flat 2

Having Lounge, Kitchen, Bedroom, Bathroom having panelled bath, wash basin, WC

Outside:

Front : Paved area allowing for off road parking for numerous vehicles

Rear : Secluded garden area

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

Viewings – Via Cottons – 0121 247 2233



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



LOT 34

Freehold Vacant Former Public House - Planning Consent for Six Dwellings

*Guide Price: £225,000 - £245,000

The Leopard Former Public House, Jerrys Lane, Erdington, Birmingham, B23 5NX



Property Description:

A Former public house of two storey brick construction surmounted by a pitched interlocking tile clad roof, occupying a sizeable rectangular plot extending to a total area of 0.337 acres (0.136 hectares) and having the benefit of planning consent for demolition of the existing premises and erection of six semi detached dwellings. The property is prominently situated at the junction of Jerrys Lane and Flackwell Road and forms part of a predominantly residential area. Jerrys Lane leads off Court Lane and the property is located within less than one mile distance to the north of Erdington Town Centre.

Existing Accommodation

Ground Floor: Bar, Lounge, Toilets, Wash Room, Office, Kitchen, Garage

First Floor: Dining Kitchen, Lounge, Five Bedrooms, Bathroom, Separate WC.

Outside: Tarmacadam parking to the front and side, beer garden having and further garden area directly fronting Flackwell Road

Gross Internal Area:

Ground Floor: 267.13sq.mtrs (2,875sq.ft)

First Floor: 150.55sq.mtrs (1,620sq.ft)

Total: 417.68sq.mtrs (4,495sq.ft)

Total Site Area: 0.337 acres (0.136 Hectares)

Planning

Planning Consent was granted by Birmingham City Council (Ref 2015/01718/PA) and dated 26th of May 2015 for the erection of 6 dwelling houses. A copy of the consent is available from the auctioneers or Birmingham City Council website. The Architects plans approved detailed a development of six dwellings laid out in three pairs with each property

comprising of the following proposed accommodation:

Proposed Accommodation

Three Bedroomed Houses (Qty. 2)

Ground Floor: Entrance Hallway, Living Room, Kitchen/Diner, Utility Room and WC

First Floor: Three Bedrooms and Bathroom having panelled bath, wash basin and WC

Two Bedroomed Houses (Qty. 4)

Ground Floor: Entrance Hall, Lounge, Kitchen/Diner and WC

First Floor: Two Bedrooms and Bathroom having panelled bath, wash basin and WC

Planning History:

Records contained on Birmingham City Council's website detail a planning application (Ref 2011/01787/PA) and dated the 24th of May 2011 for the erection of a three storey apartment block located to the rear of The Leopard Public House to provide 5 one bedroomed flats with car parking and amenity space.

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

Viewings: Via Cottons - 0121 2472233



LOT 35

Freehold Investment
 *Guide Price: £105,000 - £115,000

530 Wolverhampton Road East, Wolverhampton, West Midlands WV4 6AP

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 benefits from having UPVC double glazing, gas fired central heating, modern kitchen fittings, converted loft room and the property is offered for sale in a presentable condition. The property is located on Wolverhampton Road East between Lawnswood Avenue and Greenly Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £675 pcm (£8,100 per annum)

Ground Floor

Entrance Hall, Lounge, Dining Room,

Rear Reception Room, Kitchen, Shower Room with wc, Cellar, stairs to

First Floor

Having Three Bedrooms and Bathroom, stairs to

Second Floor

Converted Loft Room

Outside:

Front- Walled foregarden and shared side access

Rear Garden

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

Viewings – Via Cottons – 0121 247 2233



LOT 36

Freehold Vacant Commercial Property
 *Guide Price: £54,000 - £58,000

6 Moorland Road, Stoke-on-Trent, Staffordshire ST6 1DW

Property Description:

A three storey mid terraced commercial premises located in a prominent position close to the centre of Burslem. The property contains a retail shop to the ground floor and the first and second floors could be converted to living accommodation which can be accessed separately via the rear of the property subject to obtaining the correct planning. The property itself is located on Moorland Road (B5051) close to the junction with Waterloo Road (A50) approximately 2.5 miles to the North of Stoke-On-Trent City Centre.

Further Internal photos are available to view online www.cottons.co.uk

Accommodation:

Ground Floor

Main Retail Area measuring 41.0sq.m. (441sq.ft.), Rear Lobby and wc.

First Floor

Kitchenette, shower room with shower cubicle, wash basin and separate wc, Front Room measuring 17.2sq.m. (185sq.ft.)

Second Floor

Front Room measuring 21.6sq.m. (233sq.ft.), Rear Room measuring 19.6sq.m. (211sq.ft.)

Outside:

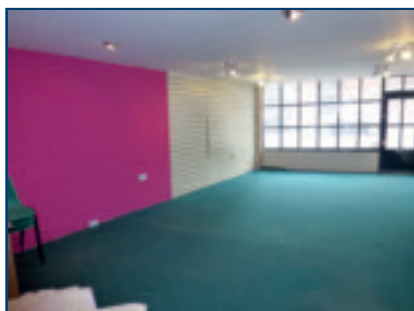
Rear: Small Yard and brick built store/building

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 37

Vacant Luxury Leisure Home

*Guide Price: £50,000 - PLUS

Lodge 23, Swainswood Park, Overseal, Swadlincote, Derbyshire, DE12 6JX



Property Description:

A two bedroomed luxury leisure home located in the exclusive development known as Swainswood Park that comprises of luxury lodges with Spa and Treatment Centre on site and situated in the heart of the National Forest in the village of Overseal, Derbyshire. This former demonstration Lodge comprises of double glazed windows, propane gas central heating, lounge, fitted kitchen comprising oven, hob and fitted units, master bedroom with en-suite shower room and timber decking with sunken hot-tub. Swainswood Park is located off the Village of Overseal along the A444 Commuter Link Road which offers easy and convenient access to Junction 11 of the M42 Motorway. The property is being sold as seen and will include all fixtures, fittings and furniture, additional photos can be viewed on our website www.cottons.co.uk.

Please note: The property is being sold as a leisure home and therefore any potential purchaser must be aware that this property can only be purchased as a second home (i.e. the successful purchaser must be a homeowner) and used for holiday purposes only although is available to occupy all year round, for further details please see Legal Pack.

Accommodation

Entrance Hallway, Open Plan Lounge, Kitchen and Dining Area, Bedroom 1 with en-suite shower room having shower cubicle, wash basin and WC, Bedroom 2 and Family Bathroom having WC, panelled bath and wash basin

Outside:

Decking Area, Sunken Hot-tub, Manicured gardens to rear and side with allocated parking space

Licence Information

Term : A new 50 year Licence will be created upon completion

Annual Site Fee : £2,750 + VAT per annum

A copy of the Licence Agreement will be available to view in the legal pack

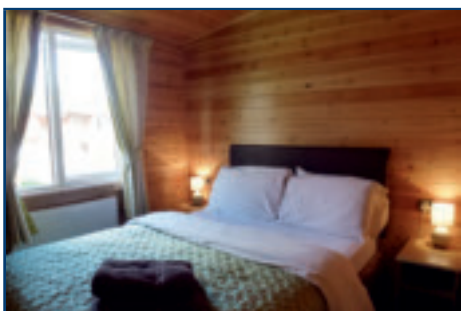
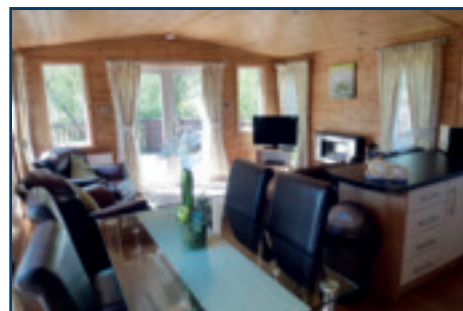
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

<http://www.swainswoodleisurepark.co.uk/>



LOT 38
Freehold Public House Investment

*Guide Price: £140,000 - £155,000

Land and Buildings at Wheelers Fold, Wolverhampton, West Midlands, WV1 1HN

Property Description:

Wolverhampton is the second largest city within the West Midlands conurbation. The City has a long established industrial heritage and is located on the Northern edge of the Black Country. Today, the major industries within the city, are both engineering based and also within the service sector.

Wolverhampton City centre forms the main focal point for the regional road network within the North Western part of the West Midlands conurbation, leading out to rural Staffordshire and Shropshire. The National motorway network is accessible via junctions 10 and 1 of the M6 and M54 motorways, respectively, both of which are within 4 miles of the city centre.

The subject property is located within the retail core of Wolverhampton City centre, where a number of multiple retailers are located, including department store chain House of Fraser. Debenhams, who were previously listed as a principal anchor store on the Summer Row redevelopment project, have indicated that despite the demise of the scheme, they remain interested in opening a store in Wolverhampton. The property occupies a central City Centre location.

The property is of two/three storey brickwork construction.

The premises provide a ground floor bar with ancillary accommodation on the first and second floors.

The entire premises are let on a single lease and accordingly, the property is likely to be of interest primarily to private investors.

Accommodation
Ground Floor

Bar Area: 66.4sqmtrs (715sqft)

First Floor

Darts /Function Room: 40.8sqmtrs (439.sqft)

Gents Toilet, Landing, Ladies Toilet,

Second Floor

2 rooms 48.3sqmtrs (520.sqft)

Basement/Cellar (not inspected)

Total Net Internal Area: 155.5sqmtrs (1,674sqft)

Tenancy Details

The entire premises are let by way of a lease dated 4th June 2015.

The lease is for a term of 15 years from 4th June 2015 and the contractual term therefore expires 3rd June 2030.

The initial rent is £15,600 per annum, exclusive, subject to upwards-only review on 4th June 2020 and every fifth anniversary of that date.

Please refer to the Legal Pack for full details of the lease.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 39

Freehold Public House/Restaurant Investment Producing £29,950 p.a.
 *Guide Price: £235,000 - £250,000

The Red Lion Public House and Restaurant Bell Square, Weobley, Hereford, Herefordshire, HR4 8SE



Property Description:

A Grade II* Listed Restaurant and former public house understood to date back to the 14th Century, of timber framed construction surmounted by a pitched tile clad roof. The restaurant is situated in the centre of the historic and picturesque Black and White Village of Weobley containing a range of similar properties along with a wide range of amenities including local shops, pubs and restaurants. Weobley is renowned as a popular tourist centre and conveniently located for access to both Leominster being within 7 miles distance and the City of Hereford being within 9 miles distance. The property offers three separate trading areas comprising a bar, lounge and restaurant and boasts a wealth of period features including exposed beams, stone walls and feature inglenook fire places. There is a good sized commercial kitchen, ancillary back of house facilities including a prep-room, cellar, stores and office. To the first floor there are 5 double en-suite letting rooms.



Tenancy Information

Rent: £29,950 per annum which is fixed for the term

Term: 15 years full repairing and insuring from February 2014. The is assignable and contracted out of Part II of the Landlord and Tenant Act 1954

Accommodation

Ground Floor

Approximate Gross Internal Area 244.3 sq.m (2,629 sq.ft)

Reception Area, Bar, Lounge and Restaurant, Ladies and Gents WC, Kitchen, Store x 2, Office, Preparation Room, Cellar

First Floor

Landing, Five Double Letting Rooms all with en-suite (4 having shower cubicle, wash basin and WC and 1 having bathroom with mixer shower, wash basin and WC)

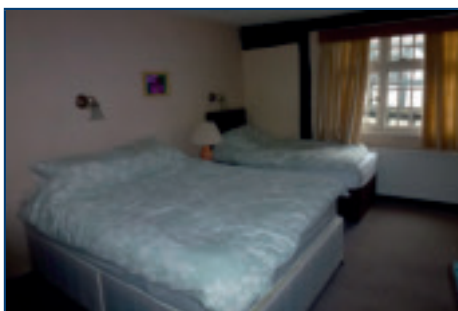
Outside:

Rear Car park area for approx. 20 cars

Legal Documents – Available at

www.cottons.co.uk

Viewings Via Cottons – 0121 247 2233



LOT 40
Freehold Vacant Black and White Cottage

*Guide Price: £70,000 - £80,000

The Red Lion Cottage, Bell Square, Weobley, Hereford, Herefordshire HR4 8SE
Property Description:

A Grade II* Listed two storey cottage understood to date back to the 14th Century, of timber framed construction surmounted by a pitched tile clad roof, situated adjacent to the Red Lion Public House and Restaurant and located opposite the junction with Portland Close. The property is situated in the centre of the historic and picturesque Black and White Village of Weobley, containing a range of similar properties along with a wide range of amenities including local shops, pubs and restaurants. Weobley is renowned as a popular tourist centre and conveniently located for access to both Leominster being within seven miles distance and the City of Hereford being within nine miles distance. The property contains a wealth of exposed timber framework and is of historic interest, the 'Cruck' frame reputed to be one of the finest examples in England and in addition benefits from two bedrooms, propane gas fired central heating and two allocated car parking spaces and is ideally suited to either owner occupation or investment purposes including holiday letting.

Accommodation:
Ground Floor

Reception Hall, Kitchen, Bedroom One, Bedroom Two with Store Room off

First Floor

Stairs and Landing, Lounge containing a wealth of exposed beams, Bathroom with panelled bath having shower over, pedestal wash basin and wc

Outside:

Two allocated parking spaces

Gross Internal Area

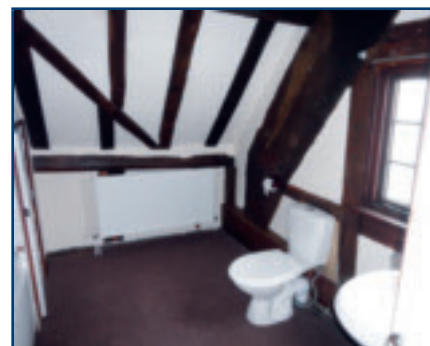
Ground Floor: 30.15sq.mtrs (324sq.ft)

First Floor: 32.95sq.mtrs (354sq.ft)

Total: 63.1sq.mtrs (679sq.ft)

Viewings: Via Cottons – 0121 247 2233

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


LOT 41
Freehold Ground Rent Investment Opportunity

*Guide Price: £25,000 - £30,000

Freehold Ground Rents, 305, 307, 309 & 311 Hockley Road, Hockley, Tamworth, B77 5EW
Property Description:

A portfolio of four freehold ground rents secured upon maisonettes contained in a two storey block of brick construction surmounted by a pitched tile clad roof and set back from Hockley Road behind a foregarden and parking area.

Each maisonette is subject to a long lease as follows:

305 Hockley Road:

Lease Term: 99 Years from 25th March 1961

Ground Rent: £12.50 per annum

307 Hockley Road

Lease Term: From 24 January 2012 to 25th March 2150

Ground Rent: £80 per annum

309 Hockley Road

Lease Term: 99 Years from 25th March 1961

Ground Rent: £12.50 per annum

311 Hockley Road

Lease Term: 99 years from 30th November 2006

Ground Rent: £80 per annum

Total Ground Rent Income: £185 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

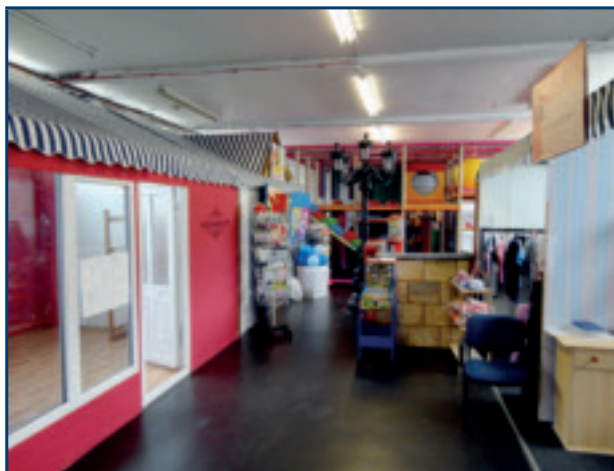


LOT 42

Freehold Commercial Investment Property with Re-development Potential

*Guide Price: £140,000 - £155,000

186-210 New Road, Rubery, Birmingham, B45 9JA



Property Description:

A Freehold market hall, part income-producing and with potential to significantly improve the rental income through active management, with potential for alternative uses or re-development.

The property is currently developed to provide a modern single storey building, comprising a shop, café and market hall, arranged to provide an entrance, with display cabinets at the sides, nine stalls for letting and a children's play area. The café has its own toilet facilities, whereas the remainder of the occupiers have shared use of toilets and a kitchen.

The main building is of steel framed construction, with predominantly brickwork cladding and a flat roof.

The property is located approximately 9 miles south west of Birmingham City Centre, in the suburb of Rubery, approximately 2 miles north east of Junction 4 of the M5 Motorway.

The site is located behind shops, within the main retail area of New Road, Rubery, close to a Co-op foodstore and also close to one of the centres main car parks.

The property is considered to have latent re-development potential for retail, residential, leisure or community based uses, subject to statutory consents.

The property is likely to be of interest to private investors and developers.

Accommodation:

Shop: 25.8 sq m (278 sq ft)

Market Hall: 182.5 sq m (1,964 sq ft)

Café:- Dining Area: 47.6 sq m (513 sq ft), Kitchen: 14.7 sq m (158 sq ft)

Total Net Internal Area: 270.6 sq m (2,913 sq ft)

Tenancies:

At present, the café and two of the market stalls are let, offering scope for a purchaser with relevant knowledge and experience to significantly improve the current rental income.



We are informed by the Vendor that details of the current occupation and annual income is as follows:

Cafe: £5,000, per annum.

Sweet Stall: £1,200, per annum.

Balloons Stall: £2,400, per annum.

Gross Rent Receivable: £8,600, per annum.

For full licence and tenancy details, please refer to the Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 43

Freehold Investment
 *Guide Price: £40,000 - £45,000

By Instruction of the Joint LPA Receivers

29 Rowley Close, Cannock, Staffordshire WS12 4ES

Property Description:

A semi detached house of non traditional 'Cornish' style construction having tile clad first floor elevation and roof, set back from the road behind a foregarden. Rowley Close is located off Bradbury Lane which forms part of a predominantly residential area containing a range of similar dwellings and is located approximately two and a half miles distance to the north east of Cannock Town Centre and close to the fringe of Cannock Chase which has been designated as an area of outstanding natural beauty. The property is currently let on a Periodic Shorthold Tenancy at a rental of £100 per week (£5,200 per annum)

Accommodation

Whilst the property has not been inspected internally by the Auctioneers we understand it comprises of:

Ground Floor

Entrance Hall, Lounge, Dining Room, Kitchen

First Floor

Three Bedrooms and Bathroom with wc

Outside:

Front: Garden

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 44

Freehold Investment
 *Guide Price: £35,000 - £40,000

By Instruction of the Joint LPA Receivers

238 Bradbury Lane, Cannock, Staffordshire WS12 4EP

Property Description:

A semi detached house of non traditional 'Cornish' style construction having tile clad first floor elevation and roof, set back from the road behind a foregarden. Bradbury Lane forms part of a predominantly residential area containing a range of similar dwellings and is located approximately two and a half miles distance to the north east of Cannock Town Centre and close to the fringe of Cannock Chase which has been designated as an area of outstanding natural beauty. The property is currently let on a Periodic Shorthold Tenancy at a rental of £100 per week (£5,200 per annum)

Accommodation

Whilst the property has not been inspected internally by the Auctioneers we understand it comprises of:

Ground Floor

Entrance Hall, Lounge, Dining Room, Kitchen

First Floor

Three Bedrooms and Bathroom with wc

Outside:

Front: Garden

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 45

Leasehold Vacant Possession
 *Guide Price: £48,000 - £53,000

23 Glynn Crescent, Halesowen, West Midlands B63 2PZ

Property Description:

A first floor flat forming part of a purpose built block set back from the road behind a driveway allowing access to garage providing secure off road parking. The property benefits from having secondary glazing, electric heating and communal rear garden. Glynn Crescent is located off Apperley Way

Accommodation:

Ground Floor

Communal entrance with secure door entry system, stairs

First Floor

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

Outside

Front Driveway leading to garage providing secure offer road parking

Rear Communal lawned garden

Leasehold Information

Term 99 years from 29 September 1973

Rent £20 rising to £100

Service Charge Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 46

Freehold Building Plot (2 Three Bed Houses)

*Guide Price: £45,000 - £49,000

Development Land between 63 & 69 Coronation Road, Tipton, West Midlands DY4 0XU

Property Description:

A parcel of freehold land rectangular in shape extending to a site area of approximately 0.076 acres. The land benefits from Planning Consent for the construction of 2 three bedroomed dwellings. Coronation Road is located off both Windsor Road and North Road. The parcel of land is set in an established residential area

We understand from the vendor that raft foundation work in excess of £30,000 is already in place and has the Architects certificate, and is also covered by the architects insurance.

Proposed Accommodation

Ground Floor

Lounge/Dining Room, Kitchen, WC

First Floor

Bedrooms 1, Bedroom 2 and Bathroom with WC, wash basin and panelled bath

Second Floor

Bedroom 3

Planning

The property benefits from Planning Consent granted by Sandwell Metropolitan Borough Council (Ref:DC/14/57165) and dated the 25th July 2014 for the proposed construction of 2 three bedroom dwellings. All interested parties can view the planning documentation at <http://www.sandwell.gov.uk>

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

Fast property
finance with
DMI makes
you a winner

DMI Finance, THE fast independent experts in property finance. We're helping Property Investors, Landlords and Property Developers find the finance they need, fast.

We're experts in Bridging Finance, Commercial, Residential and Buy-to-Let Mortgages, Auction Finance and Property Insurance.

See us at
today's
auction

Get in touch today for a fast
response to your requirements

Call us on 01249 652 939

Email info@dmifinance.com

Or Visit www.dmifinance.com

dmi independent experts
in **property finance**

Suite 6, Forest Gate, London Rd, Chippenham, Wiltshire, SN15 3RS

See us on LinkedIn and Twitter



LOT 47
Freehold Vacant Land - 1.48 Acres

*Guide Price: £160,000 - £180,000

Land between Timmis Road and Bagley Street, Stourbridge, West Midlands, DY9 7BJ


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

Property Description:

A parcel of freehold land irregular in shape extending to an area of 1.48 acres (0.59 hectares) and benefiting from gated access from both Timmis Road and Bagley Street. The site forms part of a mixed area containing a range of industrial and commercial premises along with residential dwellings and may be suitable for a variety of uses including open storage subject to obtaining any relevant planning consents and it is assumed all interested parties make their own enquiries in respect of any proposed use prior to bidding.



Timmis Road leads directly off Stourbridge Road and is located approximately one mile to the east of Stourbridge Town Centre and five miles to the west of the M5 Motorway (junction 3).

Total Site Area: 1.48 Acres (0.59 Hectares)

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 48

Freehold Land

*Guide Price: £10,000 - £20,000 + VAT

By Instruction of the Joint LPA Receivers

Land, Manor Way, Halesowen, West Midlands B62 8RJ

Property Description:

A parcel of Freehold land prominently located adjacent to a Petrol Station and directly opposite an Audi dealership. The site itself extends to approximately 0.53 Acres (0.21 Ha) and has a substantial frontage of approximately 50 metres facing Manor Way. The land is situated virtually opposite the junction of Manor Lane, approximately three quarters of a mile distance from both the M5 motorway (junction 3) and from Halesowen Town Centre.

Planning

The site previously contained a Little Chef restaurant and associated car parking which was demolished several years ago. We are advised by Dudley MBC planning department that the site is located within the designated Green Belt. All prospective purchasers are advised to contact the Local Authority for further information in this regard and to discuss any proposals which they may have for the site.

Legal Documents

Available at www.cottons.co.uk.

Viewings: External Only

Note: Completion will be 14 days following exchange of contracts.



planning
permission
building
plans
building
surveys

Go to our website at
www.tyler-parkes.co.uk

Contact Alan Tyler or Glenda Parkes on
0121 744 5511
info@tyler-parkes.co.uk

thetylerparkespartnership
Architecture | Town planning | Design

ONE OF OUR PLANNERS WILL BE AVAILABLE TO GIVE
ADVICE AT THE AUCTION BETWEEN 11.30am and 1.30pm

Birmingham Investors...

Want to increase your knowledge
& skills in
Property Investing?

pin
property
investors
network

We highly recommend you attend the Property Investors Network meeting on **Thursday 16th July 2015** at the Crowne Plaza, NEC, Birmingham. The meeting will provide you with up-to-date information on the ever changing property market, whilst increasing your knowledge & skills in property investment.

- Meet & network with fellow investors
- Share strategies, knowledge & experiences
- Meet with Brokers, Solicitors & new contacts

Come & join us
7pm 3rd Thursday of
every month

Usually £20 to attend however we have organised complimentary entry for you to attend. Just go to www.birminghampin.co.uk enter "cottons" in the voucher code box.

Want details of other meetings?
- Just go to : www.pinmeeting.co.uk

LOT 49**Freehold Fire Damaged Hotel with Redevelopment Potential - 7.9 Acres**

*Guide Price: £250,000 PLUS

The Former Mill Hotel, Alveley, Near Bridgnorth, Shropshire, WV15 6HL

Satellite image prior to fire damage in May 2015

Property Description:

A unique opportunity to purchase a former freehold hotel premises set within extensive grounds and extending to an area of approximately 7.9 acres (3.19 hectares) and offering scope for redevelopment. The site originally contained 16th Century flour mill and more recently has been occupied by a 41 Bedroom hotel specialising as a wedding venue. The hotel ceased trading in October 2014 and was devastated by a major fire in May 2015 and the immediate site around the building is now secured due to the unsafe condition of the structure. On the instruction of the local Authority, Shropshire Council, the Receivers have employed demolition contractors to demolish parts of the building which are considered unsafe and to secure the remainder to prevent intrusion. These works are currently ongoing and will continue up until the sale completion date.

Location

The property is situated on Allum Bridge which leads directly off the A442 which provides direct access to the towns of Bridgnorth to the north and Kidderminster to the south, both within approximately eight miles distance. The property itself is situated in the picturesque rural village of Alveley which is situated on the eastern bank of the River Sever in the County of Shropshire. The village offers a range of local amenities including shops, public house, doctors' surgery and a primary school.

Planning

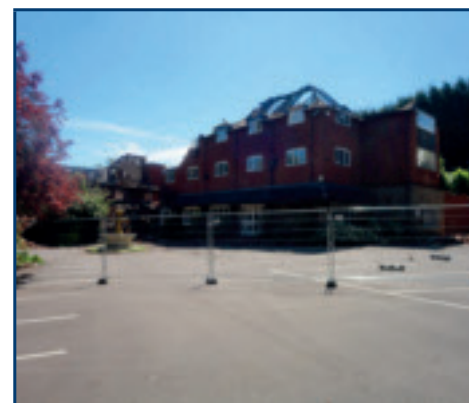
The property provides scope for redevelopment and may be suitable for similar commercial uses or alternative residential uses. All interested parties should contact the Local Planning Department at Shropshire Council to discuss their proposals for the site prior to bidding.

Viewings: Escorted block viewings of the grounds will be arranged during the marketing subject to demand and all interested parties should register their interest with the Auctioneers. The Auctioneers have been unable to inspect the property due to the unsafe condition of the structure. All interested parties are strictly prohibited from entering the site beyond the security fencing which the Receivers have erected. Demolition works will be carried out on the hotel during the marketing period and will be hazardous. Neither the Sellers nor the Auctioneers accept any responsibility for injury or harm should this advice be ignored.

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

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

Total Site Area: 7.9 acres (3.19 hectares)



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

LOT 50

Freehold Hot Food Takeaway and Flat - Part Investment

*Guide Price: £150,000 - £160,000

15 Comberton Hill, Kidderminster, Worcestershire DY10 1QG

Property Description:

A substantial end terraced three storey premises with basement, of traditional brick construction surmounted by a pitched tile clad roof and situated in a parade of similar units directly fronting Comberton Hill, immediately to the east of the traffic roundabout junction with the Ringway (A451).

The property benefits from rear vehicular access by way of a shared driveway which leads off Anchorfields and is laid out with a hot food takeaway occupying the ground floor and part of the basement along with a two bedroom flat to the first and second floors.

Rental Income

Ground Floor and Part Basement: Let as a hot food takeaway on a lease for a term of 21 years from 25th December 2009 at a rent of £10,400 per annum subject to three yearly rent reviews

Flat Accommodation: Currently Vacant



Accommodation

Ground Floor

Hot Food Takeaway Premises, Retail Shop: 32.7sq.mtrs (351sq.ft) with Roller Shutter Protection, Preparation Room: 15.9sq.mtrs (171sq.ft), Basement/Lower Ground Floor: 32.9sq.mtrs (354sq.ft)
Flat Accommodation: Rear Access Door, Stairs to

First Floor

Landing, Dining Kitchen, Lounge, Bathroom with

panelled bath, pedestal wash basin and wc,

Second Floor

Stairs and Landing, Two Bedrooms

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233

LOT 51

Leasehold Investment

*Guide Price: £28,000 - £34,000

9 Harrowby Drive, Tipton, West Midlands DY4 8SZ

Property Description:

A purpose built ground floor flat located in a two storey block of 8 apartments of brick construction surmounted by a tiled roof set back from the road behind communal gardens and parking area. Harrowby Place is located off Carnegie Avenue which in turn can be found off Park Lane East. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental income of £365 pcm (£4,380 per annum)

Accommodation:

Ground Floor

Communal Entrance with secure door entry system, Lounge/Bedroom,

Kitchen Area, Bathroom with panelled bath, wash basin and WC

Outside:

Communal gardens and parking area

Leasehold Information

Term: 120 years from 25th March 1983

Rent: £20 subject to review and additional rent

Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

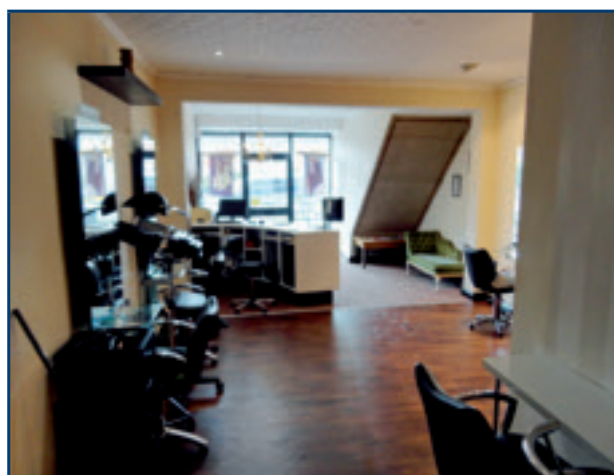
Viewings:

Via Cottons - 0121 247 2233



LOT 52
Freehold Shop/Residential Investment Property

*Guide Price: £95,000 - £105,000

1592 Coventry Road, Yardley, Birmingham, B26 1DG

Property Description:

A fully let, Freehold shop and residential investment property with reasonable prospects for future rental and capital growth.

The ground floor comprises a retail unit equipped and occupied as a hairdressing shop.

There is a separate entrance at the front of the building, giving access to the first floor premises which are currently presented to a shell finish and are to be converted to form a self-contained flat, which is let by way of an Assured Shorthold Tenancy.

The property comprises a two-storey, middle of terrace building of traditional brickwork construction with a pitched concrete tile roof.

The property is located approximately 5 miles east of Birmingham City Centre and 5 miles north west of Solihull Town Centre, on the northern side of Coventry Road (A45) approximately 6 miles west of Junction 6 of the M42 Motorway.

The Swan Island Shopping Area is anchored by a large, recently developed Tesco food store and substantial surface car park. Adjacent or nearby retail traders, include a newsagents, hot food takeaway and solicitors office.

The entire premises are let by way of two separate tenancy agreements, producing a gross rent of £10,800, per annum. Accordingly, the property is likely to be of interest primarily to private investors.

Accommodation:
Ground Floor:

Shop: 41.7 sq m (449 sq ft)

Rear Lobby

Toilet

Kitchen: 3.5 sq m (37 sq ft)

Total Net Internal Area - Ground Floor: 45.2 sq m (487 sq ft)

First Floor (to be converted to form a one bedroom flat):

Bedroom (front), living room (middle), kitchen, utility and bathroom/toilet.

Gross Internal Area - First Floor: 41.1 sq m (442 sq ft)

Tenancies::

We are informed by the Vendor that the ground floor shop premises are let to a hairdresser at a rent of £450 per calendar month.

We are also informed by the Vendor that the first floor premises, which are to be converted to form a one-bedroom flat, are let by way of an Assured Shorthold Tenancy at a rent of £450 per calendar month.

Thus, the entire premises currently produce a gross monthly rent of £900, or £10,800 per annum.

For full details of the tenancies please see the Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 53

Leasehold Investment
*Guide Price: £58,000 - £62,000

Flat 218 Cleveland Tower, Holloway Head, Birmingham, West Midlands B1 1UE

Property Description:

A well laid out purpose built flat situated on the 28th floor of a prominent block located at the junction of Holloway Head and Bristol Street and enjoying superb views over the north west and north eastern parts of the City and beyond. The development itself occupies a central location close to such landmark buildings as the Mailbox and Beetham Towers/Radisson Hotel and benefits from convenient access to both the central shopping area which includes the Bullring and to Broad Street which provides a wide range of leisure and entertainment facilities. The property itself benefits from gas fired central heating, UPVC double glazed windows and modern kitchen fittings. The flat is currently let on an Assured Shorthold Tenancy at a rental of £500 pcm (£6,000 per annum)

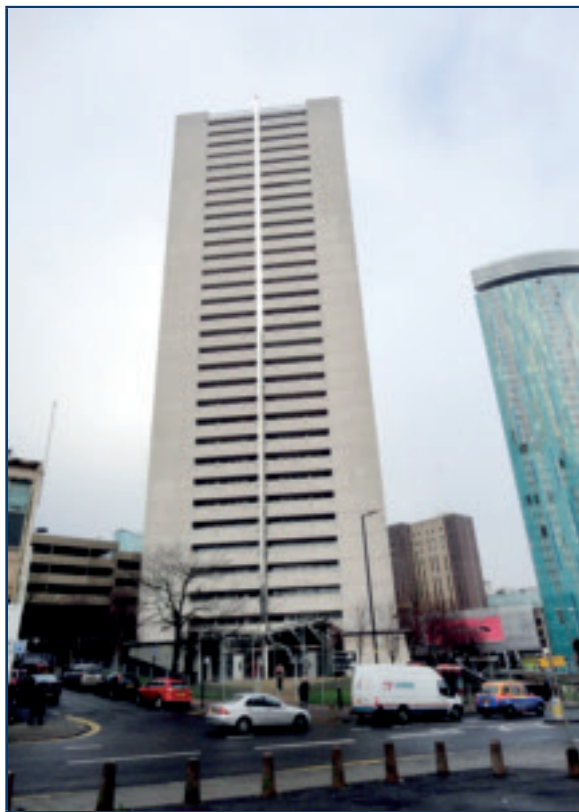
Leasehold Information

Terms: 125 Years from 20 September 1982
Ground Rent: £10
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



Accommodation

Ground Floor

Communal Entrance with security door entry system and resident concierge. Lift Access to 28th Floor

Communal Landing, Reception Hall with Store Cupboard, Bathroom with panelled bath, wash basin and wc, Lounge with Balcony, Kitchen area, Two Bedrooms

LOT 54

Leasehold Vacant Possession
*Guide Price: £24,000 - £27,000

44 Churchfield Avenue, Tipton, West Midlands DY4 9NF

Property Description:

A purpose built first floor flat forming part of a three storey block situated in a cul-de-sac located off Lichfield Street which in turn leads off Upper Church Lane (B4163). The property provides generous and well laid out accommodation which benefits from three bedrooms, gas fired central heating and majority UPVC double glazing and further benefits from communal parking to the rear.

Outside:

Surrounding communal gardens and parking area located to the rear

Leasehold Information:

Lease Term: 31st March 1987 to 1st July 2084

Ground Rent: £36 rising to £72 and additional rent

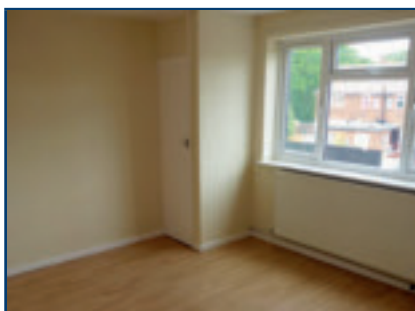
Service Charge : Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 55
Leasehold Ground Floor Apartment with Vacant Possession

*Guide Price: £50,000 - £57,000

Flat 34 Brandhall Court, Wolverhampton Road, Oldbury, West Midlands B68 8DE
Property Description:

A purpose built two bedroom ground floor apartment contained in a three storey block and forming part of a substantial development known as Brandhall Court and set within well maintained communal gardens with ancillary car parking and garages accessed by way of a secure gated entrance off Wolverhampton Road. The property provides well laid out accommodation and benefits from UPVC double glazed windows but requires modernisation and some repair. The property forms part of a predominantly residential area and is situated adjacent to Brandhall Golf Course. Wolverhampton Road provides direct access to the M5 Motorway (junction 2) being within approximately one mile distance and Birmingham City Centre lies

within approx. five miles to the east.

Accommodation
Ground Floor

Reception Hall, Kitchen, Large Lounge, Inner Hall, Two Double Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin and wc

Outside:

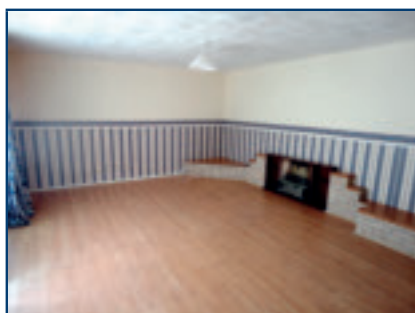
Well maintained communal gardens and a lock up garage located in an adjacent block

Lease Term: 99 years from 25 March 1999 at Peppercorn Ground Rent. Refer to legal pack for service charge details.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233


LOT 56
Leasehold Vacant Studio Apartment

*Guide Price: £25,000 - £30,000

184 Bloomsbury Court, Swan Gardens, Erdington, Birmingham, West Midlands B23 6QQ
Property Description:

A purpose built studio apartment situated on the first floor of a three storey modern development, set within well maintained grounds and car parking area and accessed by way of an estate road which leads directly off Sutton New Road. The property requires modernisation and improvement throughout and is conveniently situated within less than one quarter of a mile distance from Erdington High Street, approximately one third of a mile distance from Erdington Railway Station and approximately one mile to the north of the M6 Motorway (junction 6)

Leasehold Information

Lease Term: 99 years from 25th December 1982.

Ground Rent: Currently £40 per annum rising in 2033 to £80 per annum and rising again in 2057 to £160 per annum for the remainder of the term.

Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Accommodation:
Ground Floor

Communal Entrance Hall with door entry system.

First Floor

Stairs and Landing, Bed/Living Room with electric storage heater, Kitchen, Lobby/Dressing Room, Shower Room with shower enclosure, wash basin and wc.

Outside:

Well maintained communal gardens and allocated car parking space (No. 88)



LOT 57

Freehold Vacant Possession

*Guide Price: £60,000 - £65,000

270 Tat Bank Road, Oldbury, West Midlands B68 8NR

Property Description:

A traditional two storey mid terraced house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a walled foregarden, benefiting from gas fired central heating and mostly UPVC double glazed windows but requiring some improvement.

Tat Bank Road forms part of a predominantly residential area and leads directly off Rood End Road which provides access to a range of local retail amenities and the property is conveniently within one quarter of a mile distance from Langley Green Railway Station.

Accommodation:

Ground Floor

Front Reception Room, Inner Hall, Rear Reception Room, Kitchen

First Floor

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

Outside:

Front: Walled foregarden
Rear: Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 58

Freehold Vacant Possession

*Guide Price: £70,000 - £77,000

65 Knowle Road, Sparkhill, Birmingham, West Midlands B11 3AJ

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from gas fired central heating but requiring complete modernisation and improvement throughout. Knowle Road forms part of an established and traditional residential area and is situated between Formans Road and Stratford Road (A34), the latter providing direct access to Sparkhill Shopping Centre containing a wide range of retail amenities and services.

Accommodation:

Ground Floor

UPVC Double Glazed Porch, Front Reception Room, Lobby, Rear Reception Room, Kitchen, Rear Entrance Hall, Cloak Room with wc and wash basin

First Floor

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

Outside:

Front: Walled foregarden
Rear: Yard, brick store and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233

Note: Completion will be 56 days (8 weeks) following exchange of contracts.



LOT 59

Freehold Vacant Possession

*Guide Price: £50,000 - £57,000

117 Willes Road, Winson Green, Birmingham, West Midlands B18 4QA

Property Description:

A traditional mid terraced house of rendered brick construction surmounted by a pitched replacement tile clad roof, benefiting from part UPVC double glazed windows but requiring some modernisation and cosmetic improvement. Willes Road forms part of an established residential area and runs directly between Handsworth New Road (A4040) and Bacchus Road conveniently within half a mile distance from Soho Road (A41) which provides direct access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Reception Hall, Through Lounge/Dining Room, Kitchen, Rear Entrance Hall, Bathroom comprising panelled bath having shower over, pedestal wash basin and wc

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (intercommunicating double), Bedroom Three (single)

Outside:

Front: Small foregarden
Rear: Yard/garden with rear pedestrian access

Legal Documents:

Available at www.cottons.co.uk


Viewings:

Via Cottons - 0121 247 2233



--- Legal Documents Online ---



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

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

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

Residential Lettings LANDLORDS IS YOUR PROPERTY EMPTY???

Due to the recent high demand for rental property, we urgently require new properties to rent.
We are an established regulated professional agent specialising in your area

We are able to offer

**A professional service from an experienced agent Extensive marketing
via the UK's largest websites, rightmove and findaproperty**

**Deposits registered with The Dispute Service
Legal expenses and rent guarantee available**

Call now for your free market appraisal

0121 247 2299

Cottons CHARTERED SURVEYORS RESIDENTIAL SALES

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

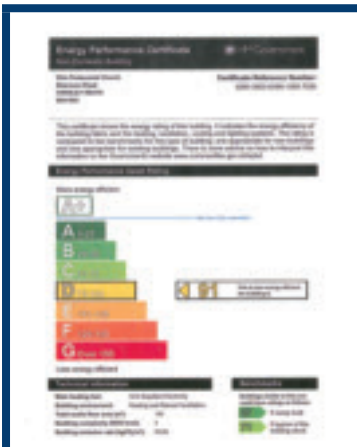
For a no obligation market appraisal and for further information of the service we provide please contact our Estate Agency Manager, Dan O'Malley.

**0121 247 4747
domalley@cottons.co.uk**

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

www.cottons.co.uk





Lot 9



Lot 12



Lot 13



Lot 23



Lot 25

Energy Performance Certificate

The EPC for this property was commissioned on
26th June 2015

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

Lot 27

Energy Performance Certificate

The EPC for this property was commissioned on
26th June 2015

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

Lot 28



Lot 30



Lot 33



Lot 34



Lot 36



Lot 38



Lot 39



Lot 42



Lot 50








Lot 52



In association with
Cottons
CHARTERED SURVEYORS


Pi-Property Insurance
SPECIALIST INSURANCE FOR PROPERTY PEOPLE

The Complete Insurance Solution for your Property Portfolio

-  **Bespoke policy wording, tailored to suit your needs**
-  **All Risks' Cover***
-  **In House Claims Team**
-  **Speedy claims settlements**
-  **Chartered Broker of the Year 2014**

*subject to certain underwriting criteria

Telephone: 01789 761660
www.pi-propertyinsurance.co.uk

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

Pi-Property Insurance is a trading name of Morrison Edwards Insurance Services Ltd, Authorised and Regulated by the Financial Conduct Authority (FCA), Registered Office as above, Registered in England No. 3755087

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

(Edition 3 August 2009) Reproduced with the consent of the RICS No responsibility for loss occasioned to any person acting or refraining, from auction as a result of the material included in this publication can be accepted by the author or publisher. © Royal Institution of Chartered Surveyors August 2009

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:
www.rics.org/commonauctionconditions**



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



Cottons - the property specialists est 1924



Auction Department

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

t 0121 247 2233

f 0121 247 1233

auctions@cottons.co.uk

www.cottons.co.uk

Regulated by RICS

