

11th JULY 2013

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 11th JULY 2013

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

7. Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which the seller might be prepared to sell at the date of the guide price but guide prices may change. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

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 If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.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

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

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

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

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

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

14. The successful bidder will be required to pay an Administration Fee of £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT.

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

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.

Any payments by third parties must be accompanied by the third parties full ID and authorisation in writing.

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)**

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.

IN MEMORY OF

Hughie Christopher McCourt

Passed away on

14th May 2013

Sunrise: 12th June 1952

Sunset: 14th May 2013



Many of you will recognise this gentleman – sadly to say now the late Hughie McCourt – who passed away on 14th May 2013.

As many of you will know, Hughie worked for Cottons Auction Department for the past 10 years dealing with our Auction Viewings and helping us generally in our Auction Department.

All of us at Cottons, have very fond memories of him. Hughie never let us down, and he always managed to be at the right property at the right time – not easy when we have fixed times for viewings and one never knows whether one or two will turn up, or as he experienced on some occasions one or twenty two!

Hughie always had a smile on his face, and a happy disposition, and he will be sadly missed by the Partners and staff at Cottons and by all who knew him.

A Collective Auction Sale of 63 LOTS

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

Order of Sale

Lot Property

- 1 238 HARDEN ROAD, WALSALL, WS3 1BS
- 2 82 DORRINGTON ROAD, PERRY BARR, BIRMINGHAM, B42 1QT
- 3 ROUGH HAY GOSPEL HALL, HALL STREET EAST, WEDNESBURY, WS10 8PE
- 4 UNIT 10 GRAISLEY ROW, WOLVERHAMPTON, WV2 4HE
- 5 FLAT 31, TRAFALGAR COURT, TIVIDALE, WEST MIDLANDS, B69 2JD
- 6 FLAT 1, WILLOW COURT, COPPICE ROAD, MOSELEY, B13 9DP
- 7 9 WARD ROAD, GOLDTHORNE PARK, WOLVERHAMPTON, WV4 5HE
- 8 70 KNOWLE ROAD, SPARKHILL, BIRMINGHAM, B11 3AW
- 9 83 BRADES ROAD, OLDBURY, WEST MIDLANDS, B69 2EB
- 10 11A - 15 PICCADILLY, HANLEY, STOKE ON TRENT, ST1 1DG
- 11 57 COPPICE LANE, WILLENHALL, WEST MIDLANDS, WV12 5RT
- 12 10 WELLINGTON ROAD, BILSTON, WEST MIDLANDS, WV14 6AA
- 13 40 - 40A HORSE FAIR, BIRMINGHAM, B1 1DA
- 14 THE FLUTE, NEWCASTLE ROAD, MILL MEECE, ECCLESHALL, ST21 6QT
- 15 FLAT 43A, RUDGE AVENUE, WOLVERHAMPTON, WV1 2AS
- 16 565 COVENTRY ROAD, SMALL HEATH, BIRMINGHAM, B10 0LP
- 17 11 SHAKESPEARE ROAD, SMETHWICK, WEST MIDLANDS, B67 7HR
- 18 UNIT 3, HERITAGE COURT, 17/21 WARSTONE LANE, BIRMINGHAM, B18 6HP
- 19 283 - 285 HIGH STREET, WEST BROMWICH, WEST MIDLANDS, B70 8ND
- 20 113 JEFFCOCK ROAD, WOLVERHAMPTON, WV3 7AG
- 21 1 - 2 CHEQUER STREET, WOLVERHAMPTON, WV3 7DL
- 22 2A CHEQUER STREET, WOLVERHAMPTON, WV3 7DL
- 23 67 BRIDGE STREET, WALSALL, WS1 1JQ
- 24 EAGLE COURT, 17 EAGLE STREET, WOLVERHAMPTON, WV3 7DW
- 25 249 - 259 BLAKENALL LANE, BLOXWICH, WALSALL, WS3 1HJ
- 26 482 WARWICK ROAD, TYSELEY, BIRMINGHAM, B11 2HP
- 27 20 SOUTHFIELD ROAD, EDGBASTON, BIRMINGHAM, B16 0JL
- 28 22 SOUTHFIELD ROAD, EDGBASTON, BIRMINGHAM, B16 0JL
- 29 66 PRINCETHORPE ROAD, WEOLEY CASTLE, BIRMINGHAM, B29 5QA
- 30 LAND ADJ TO 114 ALDERMANS GREEN ROAD, COVENTRY, CV2 1PP
- 31 63 PARK AVENUE, NUNEATON,, WARWICKSHIRE, CV11 4PG
- 32 244 SCHOOL ROAD, YARDLEY WOOD, BIRMINGHAM, B14 4HA
- 33 27 LYNHURST ROAD, WEST BROMWICH, WEST MIDLANDS, B71 3JE
- 34 45 SALISBURY ROAD, SMETHWICK, WEST MIDLANDS, B66 3RU
- 35 5 PALMERSTON ROAD, SPARKBROOK, BIRMINGHAM, B11 1LH
- 36 UNIT 14B HIVE IND. EST., FACTORY ROAD, BIRMINGHAM, B18 5JU
- 37 224 WEDNESBURY ROAD AND 2 PRINCE STREET, WALSALL, WS2 9QN
- 38 24 HAMBERLEY COURT, HEATH STREET, WINSON GREEN, B18 4DE
- 39 214 HAWTHORN ROAD, KINGSTANDING, BIRMINGHAM, B44 8PP
- 40 546 TYBURN ROAD, ERDINGTON, BIRMINGHAM, B24 9RU
- 41 200 & 200A WALSALL ROAD, ALDRIDGE, WEST MIDLANDS, WS9 0JT
- 42 12 POUND ROAD & LAND BTWN 12 - 20 POUND ROAD, OLDBURY, B68 8LY
- 43 45 LORD STREET, BIRMINGHAM, B7 4DQ
- 44 57 CATTELL ROAD, BORDSELEY GREEN, BIRMINGHAM, B9 4SA
- 45 FLAT 12, SPIRAL COURT, 12 WHEELWRIGHT ROAD, ERDINGTON, B24 8NU
- 46 GARAGE OFF JAMES WATT STREET, WEST BROMWICH, B71 2AH
- 47 7 YORK ROAD, ERDINGTON, BIRMINGHAM, B23 6TE
- 48 140 HIGH STREET, WEST BROMWICH, WEST MIDLANDS, B70 6JJ
- 49 202 WATERLOO ROAD, SMETHWICK, WEST MIDLANDS, B66 4NB
- 50 1182 COVENTRY ROAD, YARDLEY, B25 8DA
- 51 60 SOUTHFIELD ROAD, EDGBASTON, BIRMINGHAM, B16 0JL
- 52 3 ORCHARD ROAD, ERDINGTON, BIRMINGHAM, B24 9JL

- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Church Hall
- Freehold Commercial Investment
- Leasehold Residential Investment
- Leasehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Takeaway
- Freehold Vacant Retail Premises
- Freehold Vacant Residential
- Freehold Residential Investment
- Freehold Retail Investment
- Freehold Redevel Opportunity
- Leasehold Vacant Residential
- Freehold Vacant Retail Premises
- Freehold Vacant Residential
- Leasehold Retail Investment
- Freehold Vacant Commercial
- Freehold Residential Investment
- Freehold Residential Investment
- Freehold Residential Investment
- Freehold Vacant Retail Premises
- Freehold Residential Investment
- Freehold Retail Investment
- Freehold Vacant Commercial
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Residential Investment
- Freehold Development Land
- Freehold Vacant Residential
- Freehold Vacant Retail Premises
- Freehold Vacant Residential
- Freehold Residential Investment
- Freehold Vacant Residential
- Leasehold Vacant Workshop
- Freehold Comm/Residential Inv.
- Leasehold Vacant Residential
- Freehold Vacant Commercial
- Freehold Residential Investment
- Freehold Retail Investment
- Freehold Development Site
- Freehold Commercial Investment
- Freehold Vacant Residential
- Leasehold Vacant Residential
- Leasehold Lock-up Garage
- Freehold Vacant Residential
- Freehold Vacant Commercial
- Freehold Residential Investment
- Freehold Vacant Retail Premises
- Freehold Vacant Residential
- Freehold Vacant Residential

Lot Property

- 53 5 DOVEDALE AVENUE, WILLENHALL, WEST MIDLANDS, WV12 4NA
- 54 422 PORTLAND ROAD, EDGBASTON, BIRMINGHAM, B17 8LT
- 55 1 SUNNYSIDE, COVENTRY ROAD, KINGSBURY, TAMWORTH, B78 2LW
- 56 6 BARRS STREET, OLDBURY, WEST MIDLANDS, B68 8QU
- 57 107 EVESHAM ROAD, REDDITCH, WORCESTERSHIRE, B97 4JX
- 58 81 BROMFORD LANE, ERDINGTON, BIRMINGHAM, B24 8JR
- 59 37 CALDMORE ROAD, WALSALL, WEST MIDLANDS, WS1 3NQ
- 60 159 GROVE LANE, HANDSWORTH, BIRMINGHAM, B20 2HE
- 61 12 & 14 RUTLAND GROVE, SANDIACRE,, NOTTINGHAM, NG10 5AQ
- 62 7 DUGDALE CLOSE, CANNOCK, STAFFORDSHIRE, WS12 2SA
- 63 73 BYRNE ROAD, BLAKENHALL, WOLVERHAMPTON, WV2 3DW

- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Residential Investment
- Freehold Vacant Residential
- Freehold Commercial Investment
- Freehold Vacant Residential
- Freehold Commercial Premises
- Leasehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Residential

Auctioneers

Andrew J. Barden MRICS, FNAVA, **John Day** FRICS, FNAVA, **Kenneth F. Davis** FRICS

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Auction Manager **Sue Worrall**

Auction Team **Richard Longden** B.Sc(Hons.) MRICS, **Peter C. Longden** FRICS, **Mark M. Ward** AssocRICS, **Nada Turton**, **Julie Elcock**, **Jayne Turton**, **Tricia Doyle**, **Derek Dolphin**, **Ossie O'Malley**, **Kevin Hogan** and **Nick Burton**.

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

ID REQUIREMENTS

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

DEPOSIT/PAYMENT METHODS

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

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

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

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

LOT 1

Freehold Vacant Possession
Guide Price: £45,000 to £50,000

238 Harden Road, Walsall WS3 1BS

Property Description:

A semi detached house of part rendered brick construction surmounted by a hipped interlocking tile clad roof benefiting from UPVC double glazed windows, gas fired central heating and off road car parking. The property forms part of an established residential estate and Harden Road leads directly off Bloxwich Road (B4210) which provides direct access to Bloxwich Town Centre being within approximately one mile distance to the north and Walsall Town Centre being within approximately one and a half miles distance to the south.

Accommodation:

Ground Floor:

Porch, Entrance Hall, Lounge, Breakfast

Kitchen, Rear Entrance Hall, Toilet, Covered Side Passageway

First Floor:

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

Outside:

(Front) Lawned foregarden with paved driveway providing off road parking

(Rear) Predominantly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 2

Freehold Vacant Possession
Guide Price: £65,000 - £69,000

82 Dorrington Road, Perry Barr, Birmingham, West Midlands B42 1QT

Property Description:

A three bedroomed 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 majority UPVC double glazing however does require modernisation and improvement. The property further benefits from having a garage to the rear providing off road parking accessed via a service road. Dorrington Avenue is located off Lavendon Road and Rocky Lane.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Side Lean-to and Veranda.

First Floor:

Having Landing Three Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside:

(Front) Walled foregarden

(Rear) Garden with garage accessed via a service road



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Find us on the web @
www.cottons.co.uk

E-mail: auctions@cottons.co.uk

LOT 3
Freehold Meeting Hall with Vacant Possession
 Guide Price: £40,000 - £50,000

Rough Hay Gospel Hall, Hall Street East, Wednesbury, WS10 8PE


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

**Property Description:**

The property is located approximately 3 miles west of Walsall Town Centre and 4 miles east of Wolverhampton City Centre in a predominately residential area.

The property is located a few hundred metres from the Black Country Route (A454), which connects with the national motorway network at junction 10 of the M6 motorway, approximately 2 miles to the north east.

The property comprises an irregular shaped site, developed to provide a single storey purpose-built meeting hall, used as a place of worship, with a car park to the side.

The building is of single storey brickwork construction, with a pitched concrete tile roof. The building briefly provides an entrance lobby, main meeting hall, meeting room, kitchen and toilets.

The property has a total site area of approximately 0.139 acres.

Accommodation
 (all dimensions and areas are approximate)

Entrance Lobby	
Church Hall	99.9 sq.m (1,075 sq.ft)
Meeting Room	30.8 sq.m (332 sq.ft)
Kitchen	6.3 sq.m (68 sq.ft)
Toilets	
Total Floor Area	137.0 sq.m (1,475 sq.ft)

Outside:
 Car Park
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233


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.

Advisory Note:

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.

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 4

Freehold Investment
Guide Price: £45,000 to £50,000

Unit 10 Graisleys Row, Wolverhampton WV2 4HE

Property Description:

A modern workshop unit of block wall construction surmounted by a steel framed mono pitched roof and having roller shutter protection with loading access. The property is situated in a courtyard containing a range of similar units which is located directly off Graisleys Row which leads off Graisleys Hill and which leads off Penn Road (A449). The property is located within less than half a mile distance of Wolverhampton City Centre.

Lease Information:

The property is let on a lease for a term of 6 years expiring on 31st December 2018 at a current rental of £5,000 per annum.

Accommodation:

Ground Floor:

Workshop with Pedestrian and Loading Access having roller shutter protection, Partitioned Office and Wash Room having wash basin and Separate WC. The Workshop benefits from gas blower heating

Outside:

Tarmacadamed forecourt parking area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 5

Long Leasehold Investment
Guide Price: £20,000 to £25,000

Flat 31 Trafalgar Court, Tividale, Oldbury, West Midlands B69 2JD

Property Description:

A purpose built first floor studio flat situated on a development located off Birmingham Road (A4123) and accessed by way of a service road. The property benefits from UPVC double glazed windows and a lock up garage.

The property is currently let on an assured shorthold tenancy at a rental of £340 per calendar month (£4,080 per annum)

Accommodation:

External Stair Access to:

First Floor:

Shared Entrance Hall, Bed/Living Room,

Kitchen, Bathroom with bath, pedestal wash basin and wc

Outside:

Lock up garage

Leasehold Information:

Term: 99 Years from 15 March 2012
Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 6

Leasehold Vacant Possession
Guide Price: £35,000 - £39,000

Flat 1, Willow Court, Coppice Road, Moseley, Birmingham B13 9DP

Property Description:

A ground floor flat located in a purpose built block set back from the road behind communal lawned gardens and driveway giving access to parking area. The flat benefits from having UPVC double glazing and electric heating. Coppice Road is located off Church Road which in turn can be found off Woodbridge Road.

Accommodation:

Ground Floor:

Inner Entrance and Hallway, Lounge, Bedroom Area, Kitchen and Bathroom having panelled bath washbasin and WC

Outside:

Communal gardens and parking area

Leasehold Information:

Term: 99 years from 24th June 1982
Ground Rent: £20.00 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 7
Freehold Vacant Possession
 Guide Price: £106,000 - £114,000

9 Ward Road, Goldthorn Park, Wolverhampton, WV4 5HE
Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden and driveway allowing for off road parking. The property benefits from having majority double glazing and electric heating however does require modernisation and improvement. Ward Road is located off Park Hall Road and Goldthorn Hill (A4039).

Accommodation:
Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

Three Bedrooms and Bathroom having panelled bath with shower above, wash basin and WC

Outside:

(Front) Paved foregarden and driveway allowing for off road parking

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233


LOT 8
Freehold Vacant Four Storey House
 Guide Price: £100,000 to £107,000

70 Knowle Road, Sparkhill, Birmingham B11 3AW
Property Description:

A substantial four storey end terraced house of traditional brick construction surmounted by a pitched replacement tile clad roof benefiting from part UPVC double glazed windows, gas fired central heating and providing well laid out accommodation including three reception rooms and three double bedrooms. Knowle Road leads between Formans Road and Stratford Road (A34) which provides direct access to a wide range of retail amenities and services within close proximity.

Accommodation:
Ground Floor:

Entrance Hall, Reception Hall, Front Reception Room, Rear Reception Room,

Lower Ground Floor:

Dining Room, Dining Kitchen, Bathroom with panelled bath having shower over, pedestal wash basin and wc

First Floor:

Stairs and Landing, Shower Room with wc and wash basin, Two Double Bedrooms,

Second Floor:

Stairs to a Large Attic Bedroom

Outside:

(Front) Foregarden

(Rear) Shared pedestrian entry access to a yard and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233


DEPOSITS AND ADMINISTRATION FEE

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

Cottons
 CHARTERED SURVEYORS

LOT 9

Freehold Vacant Takeaway Premises Guide Price: £25,000 - £30,000

83 Brades Road, Oldbury, West Midlands B69 2EB



Property Description:

A single storey semi-detached hot food takeaway unit of brickwork construction surmounted by a mono pitched roof and forming part of a mixed residential/industrial area located directly between Wolverhampton Road (A4123) and Dudley Road (A457) and within approximately half a mile of Oldbury Town Centre.

Planning:

Planning Permission was granted by Sandwell Metropolitan Borough Council (Ref: DC/06/46789 and dated 20th October 2006) for change of use to a Hot Food Takeaway with opening hours between 5pm and 11pm on Monday to Saturday (inclusive). Planning permission was further granted (Ref: DC/09/51190 and dated 4th September 2009) to include additional opening hours of

7am to 2pm on Monday to Saturday (inclusive).

A copy of the Planning Consent is available for inspection within the legal pack or via Sandwell MBC website

Accommodation:

Ground Floor:

Retail Shop/Hot Food Takeaway with UPVC Shop Front and Door, Tiled Walls and Floor, Rear Lobby, leading

to a Shared Rear Access and Cloak Room with wc and wash basin

Gross Internal Area: 21.8sq.mtrs (235sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 10

Freehold Vacant Possession Guide Price: £130,000 - £137,000

11A – 15 Piccadilly, Hanley, Stoke on Trent, ST1 1DG

Property Description:

A prominent retail premises situated in the cultural quarter of Hanley Town Centre which benefits from first and second floor office accommodation in presentable condition.

The property is situated at the heart of Piccadilly and is close to the Regent Theatre and other leisure/restaurant facilities. Mains water, electricity and drainage are available at the property but have not been tested.

Accommodation:

Ground Floor:

Sales area: 816 sq ft
Office: 100 sq ft

First Floor:

Office: 1,130 sq ft
Toilets

Second Floor:

Office: 850 sq ft
Toilets

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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LOT 11

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

57 Coppice Lane, Willenhall, West Midlands WV12 5RT

Property Description:

A three bedroomed semi detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and paved driveway allowing for off road parking. The property benefits from having part UPVC double glazing however does require modernisation and improvement. Coppice Lane can be found off Lucknow Road and Wesley Road.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen and Lean-to

First Floor:

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

Outside:

(Front) Walled foregarden and paved driveway allowing for off road parking

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 12

Freehold Residential Investment/Former Public House
 Guide Price: £90,000 to £98,000

10 Wellington Road, Bilston, West Midlands WV14 6AA



Property Description:

A two storey former public house informally converted without planning consent and arranged as five bedsits, of traditional brick construction having rendered elevations and surmounted by a pitched tile clad roof. The property is situated close to the junction with Short Street and benefits from mostly UPVC double glazed windows and shared gas fired central heating to part. The property forms part of a predominantly residential area and Wellington Road (A41) contains a wide range of local retail shops and services. Wolverhampton City Centre lies within approximately two miles distance to the North West.

Tenancy Information:

Each bedsit is currently let on an Assured Shorthold Tenancy as follows:

Flat A: £110 per week

Flat B: £100 per week

Flat C: £100 per week

Flat D: Vacant

Flat E: £125 per week

The advertising hoarding to the end gable wall is let on licence to Clear Channel UK Ltd at a rental of £2,400 per annum (plus VAT if applicable)

Total Current Rental Income: £25,020 per annum

Accommodation:

Ground Floor:

Flat A: Entrance Hall, Bed/Living Room with Kitchen, Shower Room with wash basin and wc,

Flat B: Lounge/Kitchen, Double Bedroom, Shower Room with wash basin and wc

Flat C: Entrance Hall, Kitchen, Shower Room with wc and wash basin, Bed/Living Room

Potential Flat F: Entrance Hall, Bed/Living Room, Shower Room.

Note: No fitments and requires complete modernisation

First Floor:

Flat D: Bed/Living Room with Kitchenette, Shower Room and Separate WC and wash basin

Flat E: Entrance Hall/Landing, Shower Room with wash basin and wc, Kitchen, Lounge and Double Bedroom

Outside

(Rear) Yard with vehicular gated access

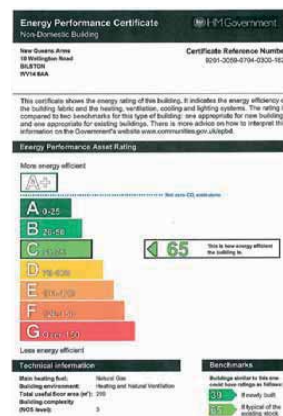


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

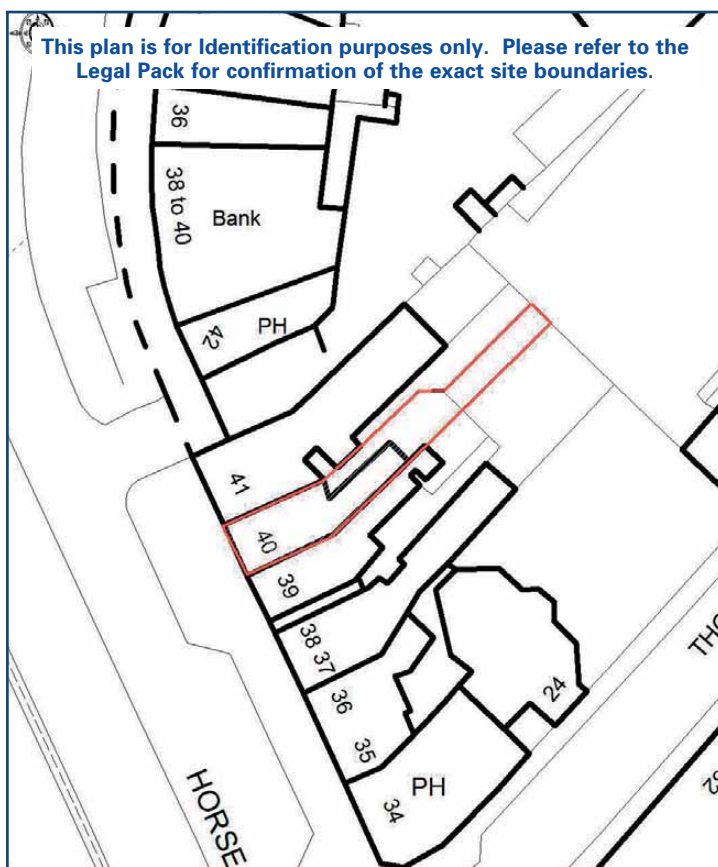


LOT 13

Freehold Shop Investment

Guide Price: £220,000 - £240,000

40 – 40a Horsefair, Birmingham, B1 1DA



Property Description:

The property is located on the fringe of Birmingham City Centre on the eastern side of Horsefair, which runs parallel to Bristol Street (A38), connecting with junction 6 of the M6 motorway, approximately 2.5 miles to the north.

The property is located approximately 300 metres south of New Street Station, and 300 metres west of the Bull Ring Shopping Centre. The central business district is located approximately 500 metres to the north.

The property occupies a prominent position within a retail parade in a mixed use area, not far from hotels, office buildings and leisure facilities

The property comprises a substantial four storey end of terrace building, with a basement. The building is of traditional brickwork construction, with a pitched slate roof.

The ground floor and basement premises are occupied as a Hot Food Takeaway trading as Skippers Fish Bar. The upper floors comprise a self-contained series of rooms, which may be approached from the rear of the shop, or alternatively via a tunnel entry leading off between adjacent shop premises.

The entire premises are let by way of an over-riding lease.

Second Floor:

Landing
Room (front) 14.3 sq.m (154 sq.ft)
Room (rear) 10.6 sq.m (114 sq.ft)
Rear Lobby
Toilet
Shower Room, with Shower cubicle and wash basin

Third Floor:

Landing with Store
Room (front) 15.1 sq.m (162 sq.ft)
Room (rear) 15.7 sq.m (169 sq.ft)

Basement:

Store and Office 40.3 sq.m (433 sq.ft)

Lease Summary:

The premises are subject to a lease dated 1st March 2011 for a term of 20 years expiring 28th February 2031. The current rent passing is £25,000, per annum, exclusive, subject to rent reviews on every 3rd anniversary of the term commencement date, with the next review falling due 1st March 2014. The lease is drafted on tenants full repairing and insuring terms.

Please review the legal documents to obtain and study full details of the lease.

Legal Documents:

Available at www.cottons.co.uk

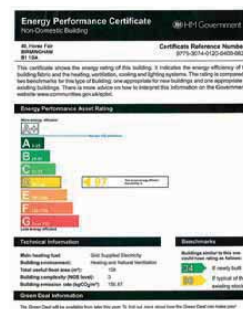
Viewings:

Via Cottons – 0121 247 2233

Accommodation

(all dimensions and areas are approximate)

Shop Internal Width 4.331 m
Shop Depth 9.800 m
Sales Area 42.4 sq.m (457 sq.ft)
Freezer Store 3.3 sq.m (35 sq.ft)
Preparation Area 7.6 sq.m (82 sq.ft)
Potato Preparation Area 4.5 sq.m (48 sq.ft)
Toilet



LOT 14
Freehold Vacant Possession/Redevelopment Opportunity

Guide Price: £300,000 - £350,000

The Flute Newcastle Road, Mill Meece, Eccleshall, Staffordshire, ST21 6QT

Property Description:

The property is located in the village of Mill Meece, Staffordshire, approximately 8 miles North West of Stafford and 7 miles to the South of Newcastle under Lyne. The site fronts Newcastle Road (A519).

The Flute comprises a large former public house/restaurant arranged over two floors set in a site of approximately 1 acre.

The site benefits from full planning consent from Stafford Borough Council (12/1761 I/FUL) for change of use to one substantial four bedroom dwelling with detached garage (Use Class C3).

A copy of the planning consent and proposed plans are available to view within the legal pack or from the auctioneer's office.

Planning Authority

Stafford Borough Council (01785 619 337)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

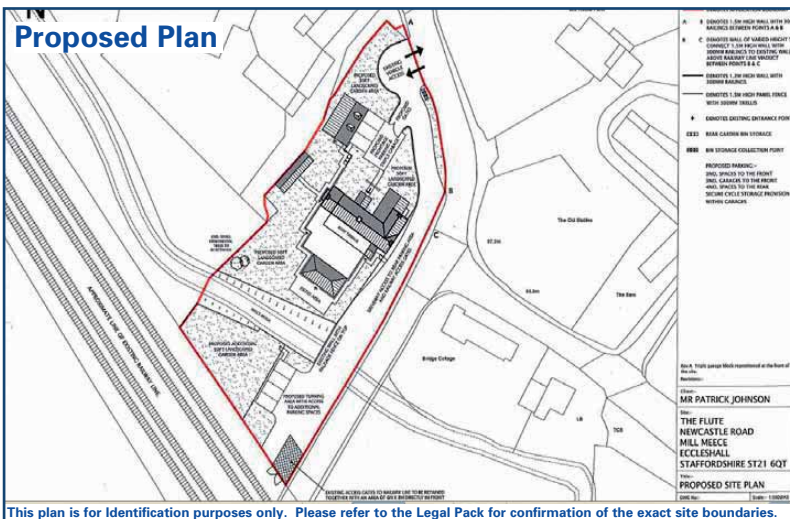
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Energy Performance Certificate

The EPC for this property was commissioned on 18th June 2013. This will be added to the Legal Pack and available on our website.



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



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

LOT 15

Leasehold Vacant Possession
Guide Price: £24,000 - £28,000

Flat 43a, Rudge Avenue, Wolverhampton, West Midlands WV1 2AS

Property Description:

A first floor flat forming part of a purpose brick built development set back from the road behind lawned gardens. The property requires modernisation and improvement however does benefit from having a recently installed combination boiler. Rudge Avenue is located off Lewis Avenue which in turn is located off Deans Road.

Accommodation:

Ground Floor:
Communal Entrance and Stairwell with intercom system

First Floor:

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

Outside:

(Front) Lawned gardens

(Rear) Allocated garden area, Brick Built Store and Greenhouse

Leasehold Information:

Term: 125 years from 20 May 1991
Ground Rent and Service Charge: Please Refer To Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 16

Freehold Retail Premises (Vacant Possession on Completion)
Guide Price: £140,000 to £150,000

565 Coventry Road, Small Heath, Birmingham B10 0LP

Property Description:

A mid terraced retail shop with flat over of traditional brick construction surmounted by a pitched tile clad roof, directly fronting the busy Coventry Road which contains a wide range of retail amenities and services serving the surrounding residential catchment area. The property forms part of a parade of similar units located between Charles Road and Small Heath Park. The property is currently let as an Estate Agents at a rent of £10,400 per annum on a lease for a term of six years expiring 30th June 2013. The tenant has indicated to the vendor that they do not intend to renew their existing lease and will vacate upon the expiry.

Accommodation:

Ground Floor:

Retail Shop, Partitioned Office, Rear Room, Separate WC and Store

Room with rear access to a shared passageway

Gross Internal Area: 46.68sq.mtrs (502sq.ft)

First Floor:

Stairs, Toilet, Kitchen, Lounge, Bedroom

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Energy Performance

Certificate: The EPC for this property was commissioned on 18th June 2013. This will be added to the Legal Pack and available on our website.



LOT 17

Freehold Vacant Possession
Guide Price: £72,000 - £77,000

11 Shakespeare Road, Smethwick, West Midlands B67 7HR

Property Description:

A mid-terraced property of brick construction set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property benefits from having double glazing and gas fired central heating. Shakespeare Road is located off both Francis Road and Manor Road.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen/Diner, Rear Lobby and WC

First Floor:

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

Outside:

(Front) Lawned foregarden and driveway allowing for off road parking
(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

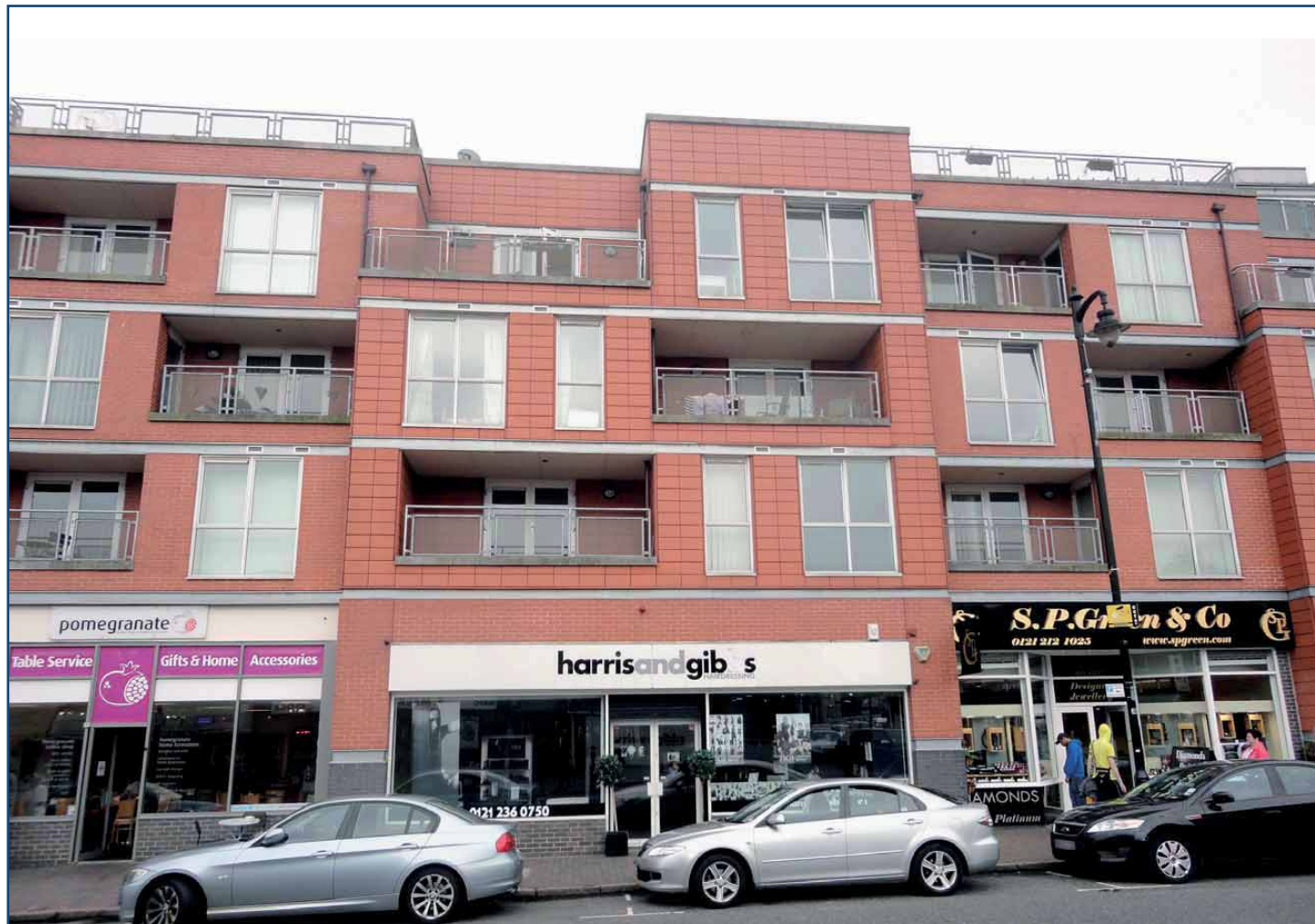


LOT 18

Long Leasehold Retail Investment

Guide Price: £200,000 to £230,000

Unit 3 Heritage Court, 17/21 Warstone Lane, Birmingham, B18 6HP



Property Description:

A Long Leasehold modern retail property forming part of a parade of similar units, in a recently developed complex known as 'Heritage Court'. The property, constructed in 2001 benefits from open plan retail area, modern shop front and a partitioned rear storage area with ancillary accommodation and WC. Heritage Court is a mixed use development comprising 4 commercial units and 116 apartments and is located directly opposite Augusta Street in the popular 'Jewellery Quarter' area of Birmingham. The City Centre is located within approximately half a mile to the South East.

Tenure:

The property is subject to a Long Leasehold interest for a term of 125 years which commenced 1 September 2001.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Lease Information:

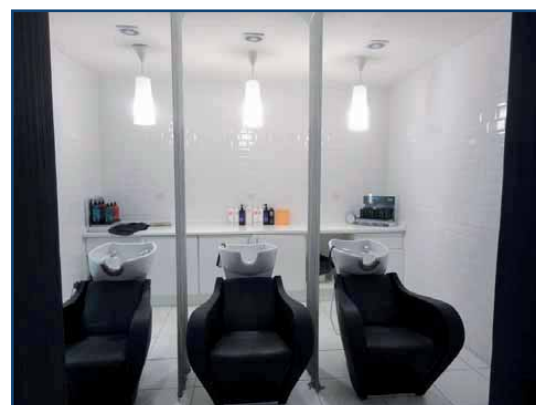
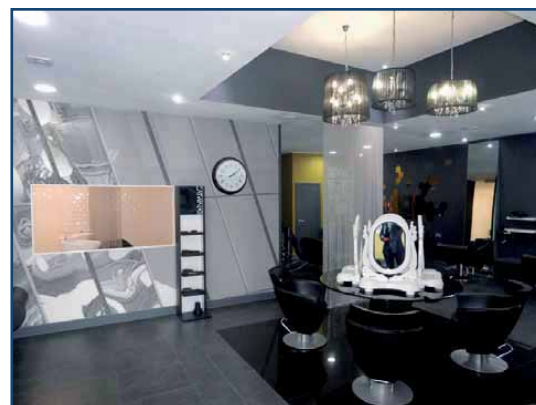
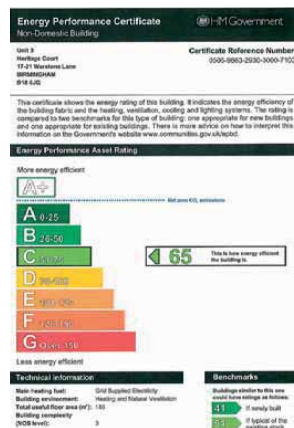
The property is let, trading as Harris & Gibbs Hairdressing Ltd, on a full repairing and insuring lease for a term of five years from 14th July 2009 at a current rental of £30,000 per annum.

Accommodation:

Ground Floor:

Retail Area, Rear Store area partitioned to provide a Private Office/Treatment Room, Toilets, Kitchenette and Store Room

Total Net Internal Area: 181.6sq.m. (1,954sq.ft.)



LOT 19

Freehold Former Banking Hall Premises with Vacant Possession

Guide Price: £330,000 - £360,000

283 -285 High Street, West Bromwich, West Midlands, B70 8ND



Property Description:

The property is situated on High Street, West Bromwich, an established retail area, approximately 5 miles north west of Birmingham City Centre.

The High Street is a popular location for all types of retail and commercial businesses, such as Restaurants, Bars, Independent and Multiple Retailers and Banks.

The property lies approximately 1 mile to the west of junction 1 of the M5 motorway.

The property comprises a rectangular site with a primary frontage to West Bromwich High Street, and with a separate pedestrian access to the rear.

We understand the property was developed circa 1988, to provide a

modern three storey purpose-built retail bank.

The premises comprise a purpose-built former banking hall with ancillary office accommodation. The building provides staff and customer toilets at first floor level. There are further offices and a plant room at second floor level, where the central heating boiler and air conditioning installation is also installed.

Accommodation:

Ground Floor:	
Banking Hall/Retail	2,483 sq.ft (230.7 sq.m)
Store Room	132 sq.ft (12.3 sq.m)
Cleaners Store	21 sq.ft (2.0 sq.m)

First Floor:

Offices 429 sq.ft (39.9 sq. m)

Second Floor:

Offices 733 sq.ft (68.1 sq.m)

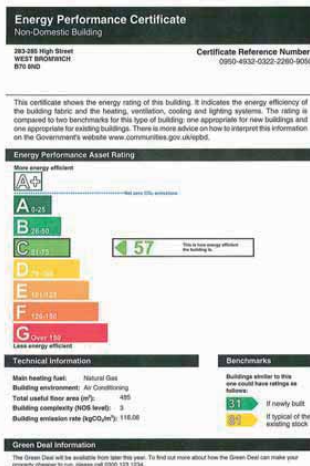
Total Net Internal Area 3,798 sq.ft (352.8 sq.m)

Planning:

We understand the premises have formerly been used for financial and professional purposes falling within use class A2. The premises are therefore, suitable for continued A2 use or for A1 use or other retail or commercial uses, subject to statutory consents.

Legal Documents:

Available at www.cottons.co.uk



LOT 20

By Instruction of the Joint LPA Receivers
Freehold Residential Investment (Two Flats)
 Guide Price: £76,000 to £82,000

113 Jeffcock Road, Penn Fields, Wolverhampton WV3 7AG
Property Description:

A traditional semi detached house of two storey brick construction surmounted by a pitched slate clad roof converted to provide two self-contained flats. The property is set back from the road behind a foregarden and situated in an established residential area. Jeffcock Road leads directly between Merridale Road and Birches Barn Road (B4161) and the property is conveniently within approximately one mile from Wolverhampton City Centre.

Tenancy Information:

The property is currently let as follows:
 Ground Floor Flat: Vacant
 First Floor Flat: Let on an Assured Shorthold Tenancy at a rental of £350 per calendar month (£4,200 per annum)

Accommodation:
Ground Floor Flat:

Lounge, Double Bedroom, Kitchen and Shower Room with shower cubicle, wash basin and wc

First Floor Flat:

Lounge, Double Bedroom, Kitchen and Shower Room with shower cubicle, wash basin and wc

Outside:

(Front) Foregarden set behind a privet hedge, pedestrian side access

(Rear) Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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LOT 21

Freehold Residential Investment Opportunity- Four Self-Contained Flats

Guide Price: £160,000 to £175,000

1 & 2 Chequer Street, Penn Fields, Wolverhampton WV3 7DL



Property Description:

A pair of traditional terraced houses combined and subdivided to provide four self-contained flats. The property is of rendered brick construction surmounted by a pitched interlocking tile clad roof and benefits from a side driveway providing rear vehicular access to a car parking area. Chequer Street forms part of an established and popular residential area located off Stubbs Road (B4161) which in turn leads off Penn Road (A449) and the property is conveniently within approximately one mile to the south of Wolverhampton City Centre.

Tenancy Information:

Flat 1: Let on a Shorthold Periodic Tenancy at a rental of £365 per calendar month

Flat 1A: Vacant

Flat 1B: Let on a Shorthold Periodic Tenancy at a rental of £300 per calendar month

Flat 2: Let on a Shorthold Periodic Tenancy at a rental of £365 per calendar month

Total Current Rental Income:
£1,030 per calendar month (£12,360 per annum)

Total Rental Income (When Fully Let):
£1,395 per calendar month
(£16,740 per annum) approximately

Accommodation Ground Floor

Flat 1: Open Plan Kitchen/Dining Room/ Lounge, WC, Double Bedroom with Shower Room

Flat 2: Open Plan Kitchen/Dining Room/ Lounge, WC, Double Bedroom with Shower Room

First Floor

Flat 1A: Lounge, Double Bedroom with Shower Room leading off and Kitchen

Flat 1B: Open Plan Lounge/Kitchen, Double Bedroom with Shower Room

Outside:

Side driveway with vehicular access to car parking area, garage and a large predominantly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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

LOT 22

By Instruction of the Joint LPA Receivers
Freehold Residential Investment
 Guide Price: £76,000 to £82,000

2A Chequer Street, Penn Fields, Wolverhampton WV3 7DL

Property Description:

A mid terraced house of traditional brick construction with rendered front elevation and surmounted by a pitched slate clad roof. The property benefits from electric storage heating, double glazed windows and three bedrooms. Chequer Street forms part of a popular and established residential area and is located off Stubbs Road (B4161) which in turn leads off Penn Road (A449) and the property is conveniently within approximately one mile from Wolverhampton City Centre. The property is let on a Periodic Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum).

Note: The tenant is in receipt of housing benefit payments of £450 per calendar month and the Receivers have not demanded the shortfall of £100 per calendar month from the tenant.

Accommodation:

Ground Floor:

Entrance Hall, Cloak Room with wc and wash basin, L-shaped Lounge, Open Plan Dining Kitchen with an extensive range of units

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (small double), Bathroom with bath having shower over, pedestal wash basin and wc

Outside:

(Rear) Predominantly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 23

Freehold Shop Property with Vacant Possession
 Guide Price: £90,000 - £105,000

67 Bridge Street, Walsall, WS1 1JQ



Property Description:

The property is located in Walsall Town Centre on the Northern side of Bridge Street, and within approximately 250 metres of the prime pedestrianised area of Walsall's retail core.

The national motorway network is accessible at junctions 9 & 10 of the M6 motorway, both of which are within approximately 2 miles of the property.

The property comprises deceptively spacious and unusually deep shop premises, with ancillary toilet, kitchen and storage accommodation.

The building is of three storey brickwork construction, with a pitched slate roof.

The premises have been comprehensively refurbished recently, and are therefore well presented. The upper floors, have been sealed off and there is currently no access. Access to the upper floors could however be reinstated, according to future requirements.

Planning:

We understand the premises were last occupied for office purposes falling within use class B1 (a). The premises are considered suitable for continued office use or for retail or other alternative uses, subject to statutory consents.

Interested parties are advised to make their own enquiries of the local planning authority, Walsall Metropolitan Borough Council on 01922 652452.

Accommodation:

(all dimensions and areas are approximate)

Average Internal Width	4.915 metres
Shop Depth	23.883 metres
Net Sales Area	116.3 sq.m (1,252 sq.ft)
Staffroom/Office	9.8 sq.m (106 sq.ft)
Rear Store	11.8 sq.m (127 sq.ft)

Total Net Internal Area	137.9 sq.m (1,485 sq.ft)
-------------------------	--------------------------

Outside:

Yard and outbuilding

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons
 0121 247 2233



LOT 24

Fre

Eagle Court, 17 Eagle Street, Penn Fields, Wolverhampton WV3 7DW



Property Description:

A freehold residential investment opportunity comprising of 8 well laid out and self-contained apartments situated in a purpose built two storey block. The development occupies a large rectangular shaped site and is set back from Eagle Street behind a lawned foregarden having side vehicular access to a rear parking and amenity area. Eagle Street forms part of the popular Penn Fields residential area and leads via Chequer Street off Stubbs Road which in turn leads off Penn Road (A449). Wolverhampton City Centre is conveniently within approximately one mile distance to the north east.

Planning:

The property occupies a large rectangular site and provides scope for further redevelopment subject to obtaining planning consent from the Local Planning Department at Wolverhampton City Council and all interested parties are deemed to have made any enquiries prior to bidding. A planning application (Ref: 09/00019/FUL) and dated 8th January 2009 was approved following appeal for an extension to the existing apartment block to create an additional four apartments. The planning consent has now lapsed.

Tenancy Information

Address	Tenancy	Rental (Per calendar month)	Rental (Per annum)
1 Eagle Court	Assured Shorthold	£450 pcm	£5,400 per annum
2 Eagle Court	Assured Shorthold	£450 pcm	£5,400 per annum
3 Eagle Court	Vacant	£0	£0
4 Eagle Court	Assured Shorthold	£425 pcm	£5,100 per annum
5 Eagle Court	Assured Shorthold	£450 pcm	£5,400 per annum
6 Eagle Court	Vacant	£0	£0
7 Eagle Court	Vacant	£0	£0
8 Eagle Court	Assured Shorthold	£450 pcm	£5,400 per annum
Total Current Rental Income		£2,225 pcm	£26,700 per annum
Total Rental Income (When Fully Let)		£3,575 pcm	£42,900 per annum

Accommodation:

The property contains a total of eight flats split equally over the ground and first floors. The following flats have been inspected providing an example of the layout for each flat type:

Flat 3 (Ground Floor)

Shared Porch, Lounge, Inner Hall, Kitchen with pantry cupboard, Shower Room with wash basin and wc, Bedroom One (double), Bedroom Two (small double)

Flat 6 (First Floor)

Shared Porch Entrance, Hall, Stairs and Landing, Lounge, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc, Bedroom One (double), Bedroom Two (double)

Outside

Lawned foregarden, vehicular driveway leading to rear, lawned garden and ample car parking

Total Site Area: 0.305 acres

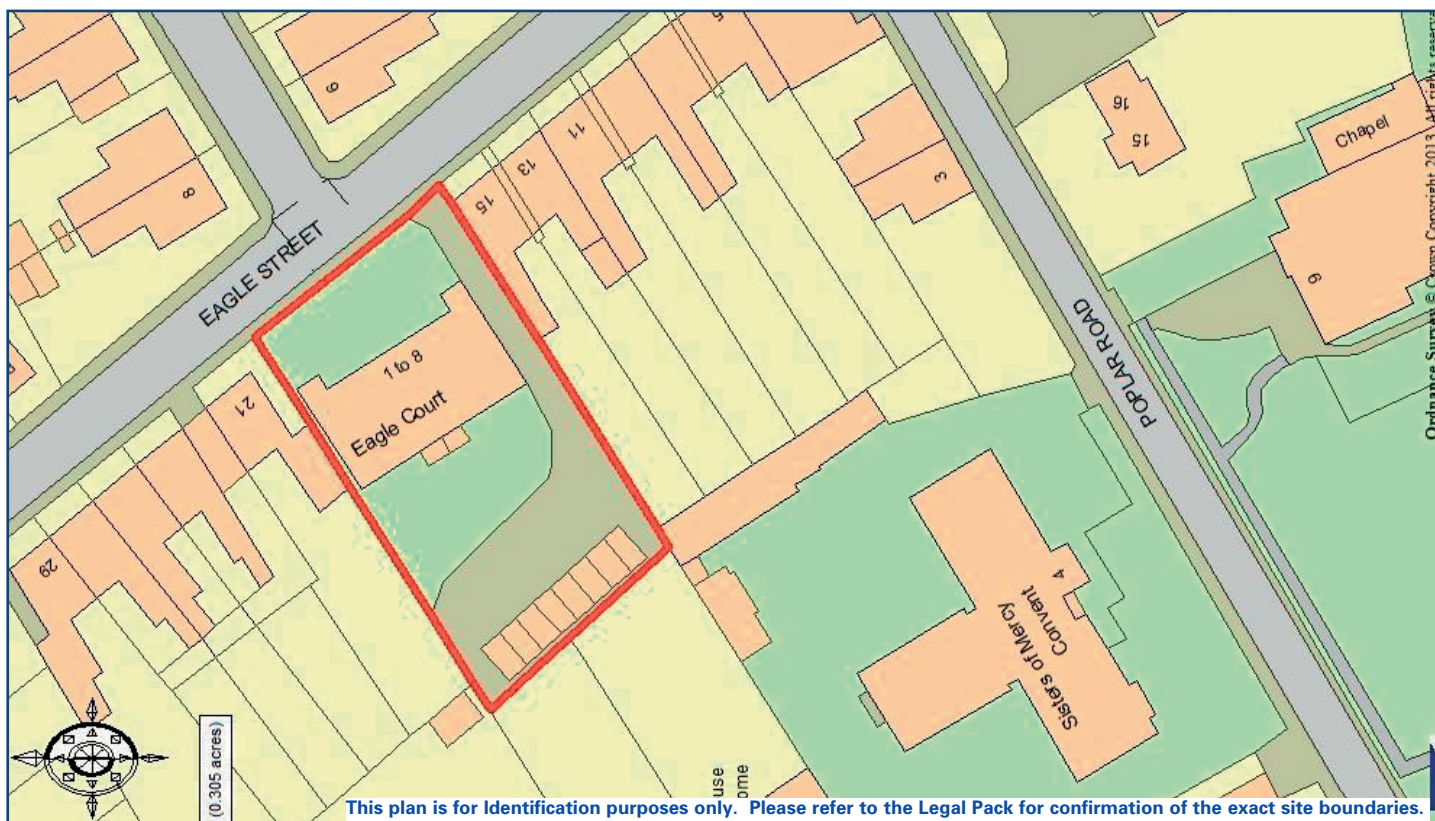
Legal Documents:

Available at www.cottons.co.uk

Viewings:

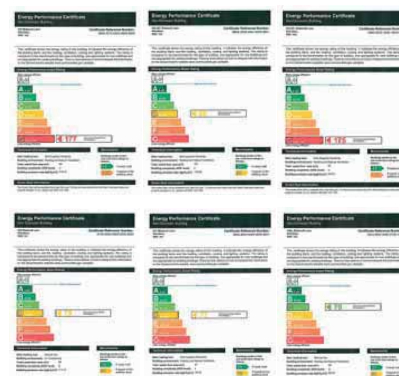
Via Cottons – 0121 247 2233

Threshold Residential Investment Opportunity (8 Flats) with Further Redevelopment Potential
By Instruction of the Joint LPA Receivers
Guide Price: £390,000 to £420,000



LOT 25

249-259 Blakenall Lane, Bloxwich, West Midlands WS3 1HJ



Freehold Investment
 Guide Price: £420,000 - £440,000

Property Description:

A unique opportunity to purchase an investment portfolio comprising of six self contained retail units to the ground floor along with first floor accommodation comprising of six self contained residential flats. The portfolio further benefits

from having a disused garage site to the rear. The properties are located on Blakenall Lane close to the junctions with both Walker Road and Foster Street.

The portfolio currently produces £52,180.00 per annum and a breakdown of the individual tenancies and rental information is detailed below

Accommodation/Tenancy Information
Ground Floor Retail Units

Address	Floor Area	Use	Rent	Lease
249 Blakenall Lane	58.60sq.m (630 sq.ft)	Butchers	£3,900 Per Annum	Tenancy At Will
249a Blakenall Lane	32.00 sq.m (344 sq.ft)	Hairdressers	£3,380 Per Annum	Tenancy At Will
251 Blakenall Lane	47.00 sq.m (505 sq.ft)	Cafe	£3,120 Per Annum	Tenancy At Will
253 Blakenall Lane	48.90 sq.m (526 sq.ft)	Carpet Shop	£4,160 Per Annum	Tenancy At Will
255-257 Blakenall Lane	101.20 sq.m (1,089 sq.ft)	Betting Shop	£7,200 Per Annum	20 Year Lease From 01/08/2006
259 Blakenall Lane	74.00 sq.m (796 sq.ft)	Baby Wear Shop	£6,240 Per Annum	5 Year Lease Expires June 2016

First Floor Flats

Address	Bedrooms	Tenancy	Rent
249a Blakenall Lane	2	Assured Shorthold	£4,940 per annum
251a Blakenall Lane	1	Assured Shorthold	£3,640 per annum
253a Blakenall Lane	1	Assured Shorthold	£3,640 per annum
255a Blakenall Lane	1	Assured Shorthold	£3,640 per annum
257a Blakenall Lane	1	Assured Shorthold	£3,640 per annum
259a Blakenall Lane	2	Assured Shorthold	£4,680 per annum

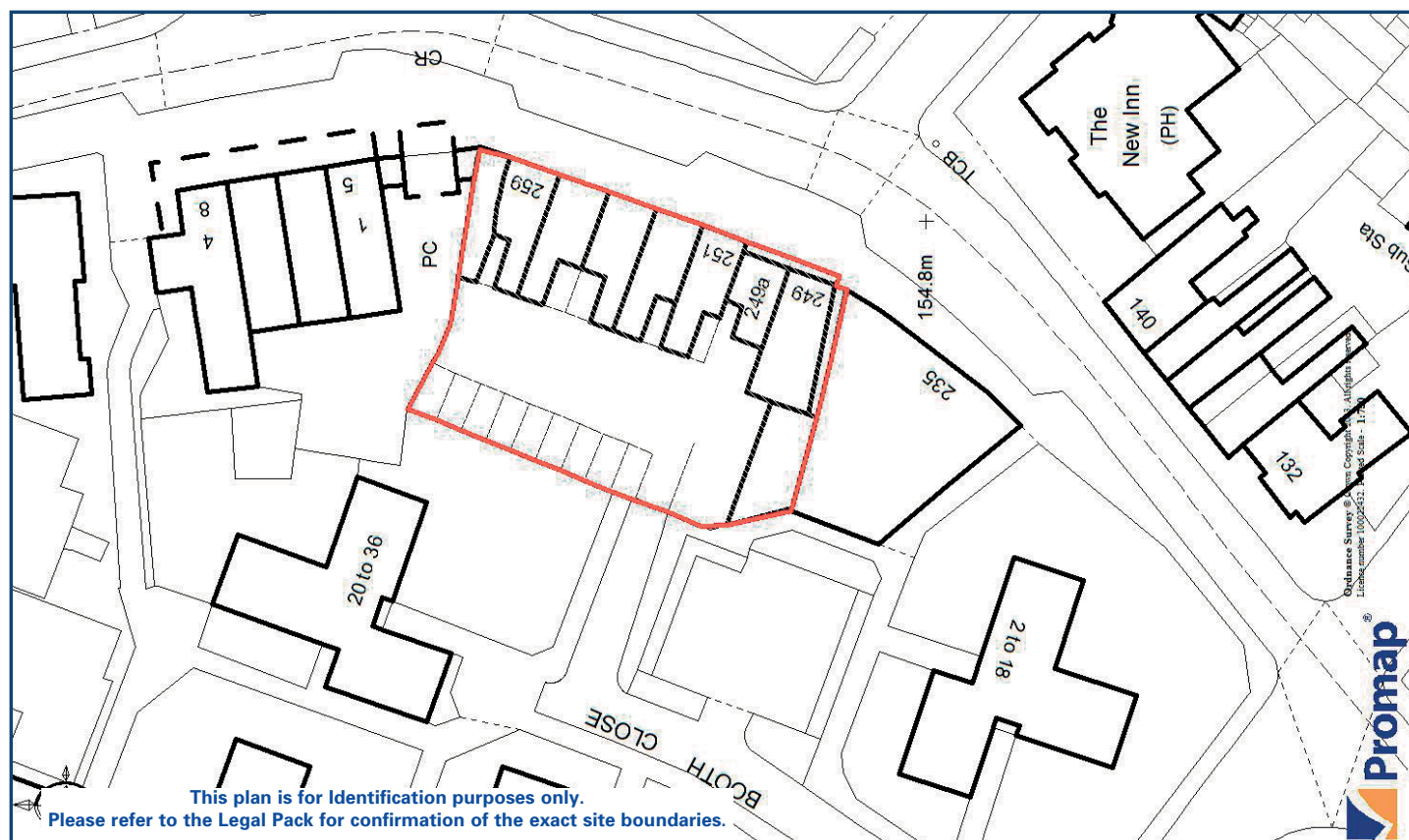
Please note the Auctioneers have been unable to inspect the First Floor Flats and all measurements for the Ground Floor Retail Units have been taken from the Valuation Office Agency Website.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 26

Freehold

482 Warwick Road, Tyseley, Birmingham, B11 2HP



Property Description:

The property is located approximately 3 miles south east of Birmingham City Centre, within a well-established commercial area fronting on to the main Warwick Road (A41).

Access to the national motorway network is available at junction 6 (Spaghetti Junction) of the M6 Motorway, approximately 5 miles to the north.

The property comprises substantial two storey warehouse and trade counter premises, with forecourt car parking.

The main walls are of brickwork construction, whilst the floors are of concrete construction and the building has a flat roof.

The working height at ground floor level is 4.65 m (15 ft 3 inches) (max) reducing to 3.51 m (11 ft 6 inches) at first floor level.

The premises have been partitioned to provide reception, trade counter, warehouse, office, storage and ancillary areas.

Accommodation (all dimensions and areas are approximate)

Ground Floor:

Warehouse, Trade Counter, Reception and Toilets 269.4 sq.ft (2,900 sq.ft)

Front Mezzanine:

Office and Stores 39.9 sq.m (429 sq.ft)

Rear Mezzanine:

Reception, General Office and Three Private Offices 107.6 sq.m (1,158 sq.ft)

First Floor:

Warehouse 269.4 sq.m (2,900 sq.ft)

Total Gross Internal Area 686.3 sq.m (7,387 sq.ft)

Outside:

Forecourt Parking for up to 8 cars, if parked in tandem

Planning:

The property has been used for warehouse and trade counter purposes for many years. The property occupies a prominent main road location, and as such may be suitable for a wide range of retail, commercial or leisure uses, subject to statutory consents.

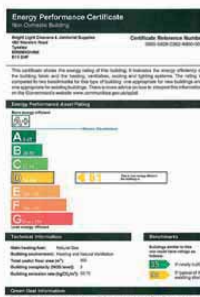
Prospective purchasers are advised to discuss their proposals with the local planning authority, Birmingham City Council on 0121 303 1115.

Legal Documents:

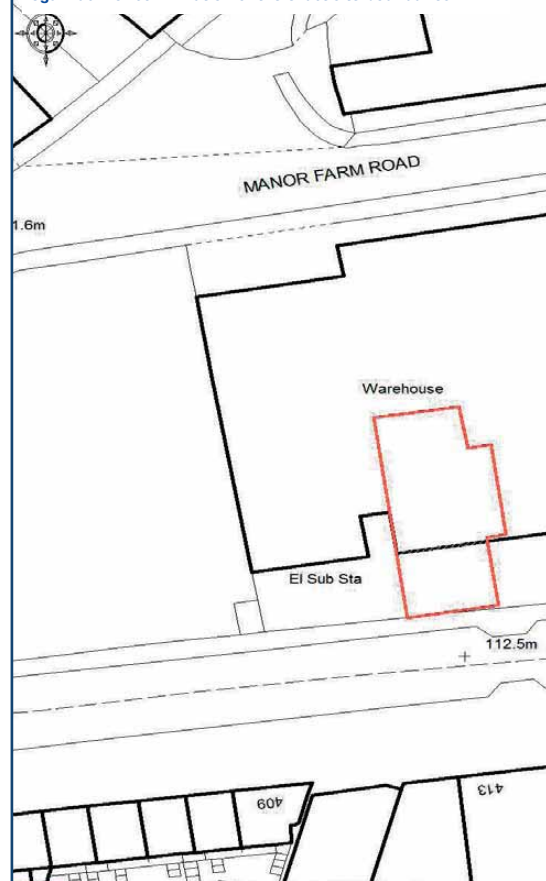
Available at www.cottons.co.uk

Viewings:

Via Cottons 0121 247 2233

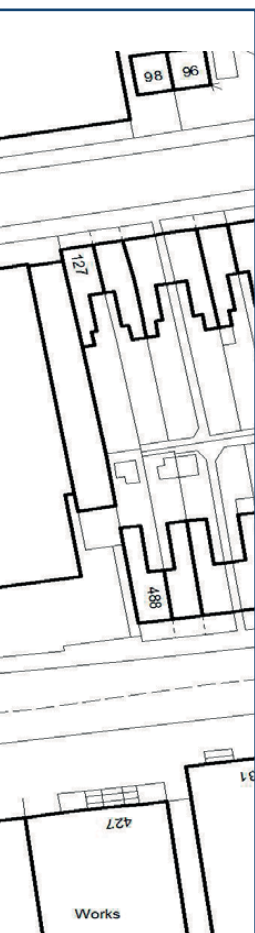


This plan is for Identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries.



Commercial Property with Vacant Possession

Guide Price: £230,000 - £255,000


LOT 27
Freehold Vacant Possession

Guide Price: £70,000 to £76,000

20 Southfield Road, Edgbaston, Birmingham B16 0JL
Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating and three bedrooms but requiring modernisation and improvement throughout. Southfield Road leads directly off Rotton Park Road close to the junction with City Road and the property is conveniently within approximately one quarter of a mile distance from local services and amenities on Dudley Road (A457), three quarters of a mile distance from City Hospital and approximately one and a half miles distance from Birmingham City Centre.

Accommodation:
Ground Floor:

Entrance Hall, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Shower Room with wc and wash basin

First Floor:

Stairs and Landing, Three Bedrooms


Outside:

(Front) Paved 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 28
Freehold Vacant Possession

Guide Price: £70,000 to £76,000

22 Southfield Road, Edgbaston, Birmingham B16 0JL
Property Description:

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and three bedrooms but requiring modernisation and improvement throughout. Southfield Road leads directly off Rotton Park Road close to the junction with City Road and the property is conveniently within approximately one quarter of a mile distance from local services and amenities on Dudley Road (A457), three quarters of a mile distance from City Hospital and approximately one and a half miles distance from Birmingham City Centre.

Accommodation:
Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Bathroom with panel bath having shower over, wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms


Outside:

(Front) Paved 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 29

Freehold Investment
Guide Price: £72,000 - £76,000

66 Princethorpe Road, Weoley Castle, Birmingham B29 5QA

Property Description:

An end terraced property of rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a walled foregarden and grass verge. The property benefits from having double glazing and gas fired central heating and modern kitchen and bathroom fittings. Princethorpe Road is located off Weoley Castle Road. The property is current let on an Assured Shorthold Tenancy Agreement producing £500 pcm (£6,000 per annum).

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Kitchen/Diner, Lean to, Stairs to

First Floor:

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

Outside:

(Front) Walled foregarden
(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 30

Freehold Development Land (Planning Permission For 4 Dwellings)

Guide Price: £85,000 - £89,000

Land Adj 114 Aldermans Green Road, Coventry CV2 1PP



Property Description:

A parcel of freehold land roughly rectangular in shape extending to an area of 0.191 acres and situated directly fronting Aldermans Green Road, adjacent to number 114

The land currently comprises of overgrown scrub land and is located approximately three miles distance to the north east of Coventry City Centre in a predominantly residential area.

Planning:

Planning Consent was granted by Coventry City Council (Reference Ful/2012/2245 and dated the 16th January 2013) for the erection of three houses and a flat with garages to the rear.

Legal Documents:

Available at www.cottons.co.uk

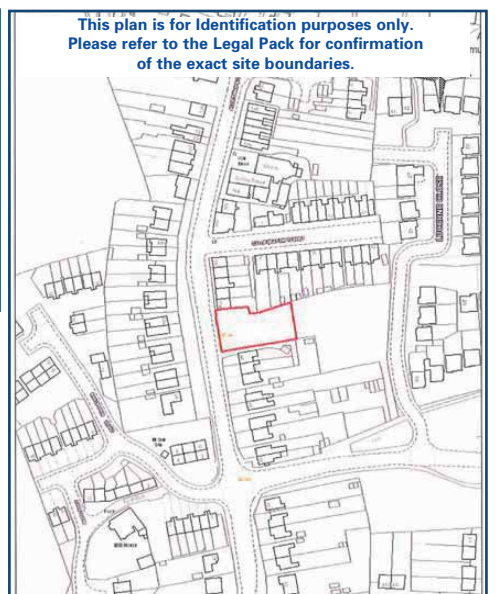
Viewings:

External



Proposed Front Elevation

Proposed Site Plan



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

LOT 31
Freehold Vacant Possession
 Guide Price: £63,000 to £68,000

63 Park Avenue, Nuneaton, Warwickshire CV11 4PG
Property Description:

A traditional end terraced house of brick construction surmounted by an interlocking tile clad roof, benefiting from gas fired central heating and UPVC double glazed windows. The property forms part of an established residential area and Park Avenue leads off Park Street which in turn leads off Attleborough Road (B4114) and the property is conveniently located within approximately three quarters of a mile distance from Nuneaton Town Centre.

**Accommodation:****Ground Floor:**

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

First Floor:

Stairs and Landing, Two Double Bedrooms

Outside:

(Front) Walled foregarden

(Rear) Yard are with shared pedestrian access and rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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LOT 32
Freehold Vacant Possession
By Instruction of the Joint LPA Receivers
 Guide Price: £80,000 - Plus

244 School Road, Yardley Wood, Birmingham, B14 4HA
**Description:**

An end of terrace two storey premises of brick construction surmounted by a pitched tiled roof which forms part of a parade of similar units on School Road. The property comprises a ground floor retail unit and a self contained two bedroom flat on the first floor. The property requires refurbishment and modernisation throughout.

School Road is located off Highfield Road (A4040) in a predominately residential area situated within Yardley Wood approximately 6 miles from Birmingham City Centre.

Accommodation:**Ground Floor:**

Retail area – 565 sq ft (52 sq m)
Kitchen – 27 sq ft (2.5 sq m)

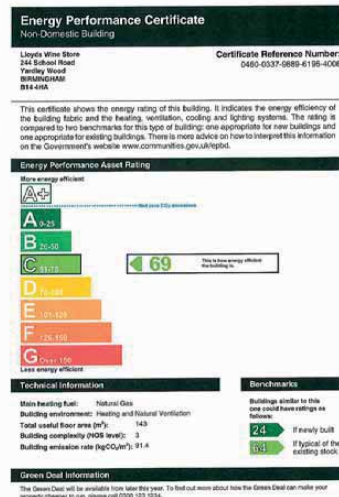
First Floor:

Stairs and landing, living room, kitchen, bathroom with panelled bath/wash basin, toilet, bedroom 1, study and bedroom 2

Outside:

(Front) Off road parking

(Rear) Yard with external storage and toilets

**Legal Documents:**

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 33

Freehold Vacant Possession
Guide Price: £82,000 - £88,000

27 Lyndhurst Road, West Bromwich, West Midlands B71 3JE

Property Description:

A three bedroomed 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 the potential for off road parking at the rear accessed via a service road. The property does require modernisation and improvement throughout. Lyndhurst Road is a one-way street located off Walsall Road (A4031).

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

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

Outside:

(Front) Walled foregarden

(Rear) Garden with the potential for off road parking accessed via a service road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 34

Freehold Investment
Guide Price: £72,000 - £76,000

45 Salisbury Road, Smethwick, West Midlands B66 3RU

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Salisbury Road is located off Cape Hill (A4092). The property is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £450.00 pcm (£5,400 per annum)

Accommodation:

Ground Floor:

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

First Floor:

Two Bedrooms

Outside:

(Front) Walled foregarden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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LOT 35

Freehold Vacant Possession
 Guide Price: £180,000 to £195,000

5 Palmerston Road, Sparkbrook, Birmingham B11 1LH

Property Description:

A substantial three storey traditional built mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from gas fired central heating, UPVC double glazed windows and five bedrooms. Palmerston Road forms part of an established residential area and leads directly off Stratford Road (A34) which provides access to a wide range of local shops and amenities.

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Dining Kitchen, Shower Room with wc and wash basin, Sun Room

First Floor:

Stairs and Landing, Bedroom One (large double), Bedroom Two (double), Bedroom Three (single), Bathroom with panelled bath, pedestal wash basin and wc

Second Floor:

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

Outside:

(Front) Walled foregarden

(Rear) Side yard area and rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

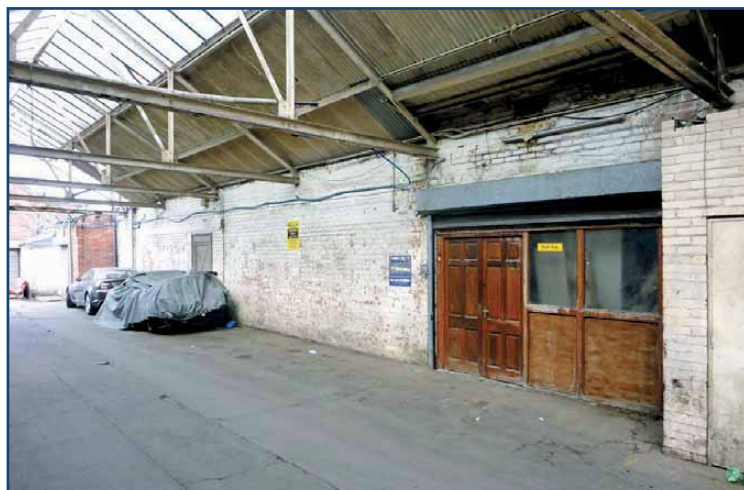
Via Cottons – 0121 247 2233



LOT 36

Leasehold Vacant Workshop
 Guide Price £42,000 - £47,000

Unit 14B, Hive Industrial Estate, Factory Road, Birmingham, B18 5JU



Property Description:

A leasehold industrial/workshop premises of single storey brick construction and a flat felt roof located on Hive Industrial Estate which is accessed via Factory Road which in turn leads off Soho Road (A41) approximately 1 mile from Birmingham City Centre.

Accommodation:

Ground Floor:

Workshop/Warehouse Premises

Roller shutter loading access which leads to an open plan workshop unit with a WC.

Gross Internal Area:

Ground Floor: 1,800 sq ft (167 sq m)
 Total: 1,800 sq ft (167 sq m)

Outside:

Concrete Forecourt

Leasehold Information:

Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Entrance to Hive Ind. Est.



LOT 37

Freehold Shop and Residential Investment Property

Guide Price: £80,000 - £90,000

224 Wednesbury Road, Walsall, and 2 Prince Street, Walsall, WS2 9QN



Property Description:

The property is located approximately 1 mile south of Walsall Town Centre in a mixed use area, although the immediately surrounding area is predominately residential in nature.

The national motorway network is accessible at junction 9 of the M6 motorway, approximately a quarter of a mile south.

The property occupies a prominent corner site at the junction of Wednesbury Road with Prince Street, and Regal Drive.

The property comprises a two storey end of terrace building of traditional brickwork construction, with a pitched slate roof.

The ground floor provides shop premises offering retail and ancillary office and storage accommodation. The ground floor premises are currently let, and are occupied by a firm of Solicitors.

The first floor comprises self-contained living accommodation in the form of a two bedroom flat, approached via a separate entrance leading off Prince Street.

Both the ground floor shop/office and first floor living accommodation are currently let.

Accommodation (all dimensions and areas are approximate)

Ground Floor:
Shop/Office 26.8 sq.m (289 sq.ft)
Rear Lobby

Office 13.2 sq.m (142 sq.ft)
Office/Store 7.2 sq.m (77 sq.ft)
Rear Lobby
Kitchen 1.8 sq.m (19 sq.ft)
Toilet

Total Net Internal Area 49.0 sq.m (527 sq.ft)

First Floor:

Landing, Living Room, Kitchen, Two Bedrooms and Bathroom/Toilet

Tenancy Summary

Ground Floor:

We are informed by the vendor that the ground floor shop/office premises are let for a term beginning 4th March 2013 at a rent of £6,000, per annum, payable monthly in advance.

First Floor

We are informed by the Vendor that the first floor flat is let by way of an Assured Shorthold Tenancy at a rent of £360, per calendar month.

Please refer to the legal documents to obtain and study copies of the tenancy agreements.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 38

Leasehold Vacant Possession

Guide Price: £35,000 to £40,000

24 Hamberley Court, Heath Street, Winson Green, Birmingham B18 4DE

Property Description:

A modern purpose built ground floor flat forming part of a two storey development and requiring some modernisation and cosmetic improvement. Hamberley Court comprises of a cul-de-sac located off Heath Street which in turn leads off Winson Green Road (A4040).

Accommodation:

Ground Floor:

Covered Entrance, Living Room, Kitchen, Inner Hall with Built-in Store cupboard, Bathroom with panelled bath having shower over, pedestal wash basin & wc, Double Bedroom.

Outside:

(Front) Garden with built-in store cupboard

Leasehold Information:

Lease Term: 99 years (less 3 days) from 12 April 1979
Ground Rent: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 39

Freehold Vacant Retail Shop with Warehouse and Refurbished Flat

Guide Price: £150,000 to £165,000

214 Hawthorn Road, Kingstanding, Birmingham B44 8PP



Property Description:

A mid terraced retail shop of two storey brick construction substantially extended to the rear providing warehouse accommodation with rear vehicular access and further benefiting from a substantial three bedroom flat over which has secure rear access and has been fully refurbished to a modern contemporary standard including laminate floors, new kitchen units with incorporated appliances, modern bathroom suite, central heating, UPVC Double Glazed windows, re-wire, re-decoration and replacement internal doors. The property is situated in a retail parade set back behind a paved forecourt and forms part of the busy Kingstanding Shopping Centre which serves the surrounding densely populated catchment area.

Accommodation:

Ground Floor:

Retail Shop with roller shutter protection, Central Area including Store/Office, Kitchenette and Toilets, Rear Warehouse with Refrigeration Unit/Cold Store and roller shutter protection providing vehicular/loading access served by a rear secure gated service road which leads off Stowell Road.

Gross Internal Area:

Retail Shop: 66sq.mtrs (710sq.ft)
Central Area: 28.23sq.mtrs (303sq.ft)
Rear Warehouse: 83.79sq.mtrs (901sq.ft)
Total: 178sq.mtrs (1,916sq.ft)

First Floor

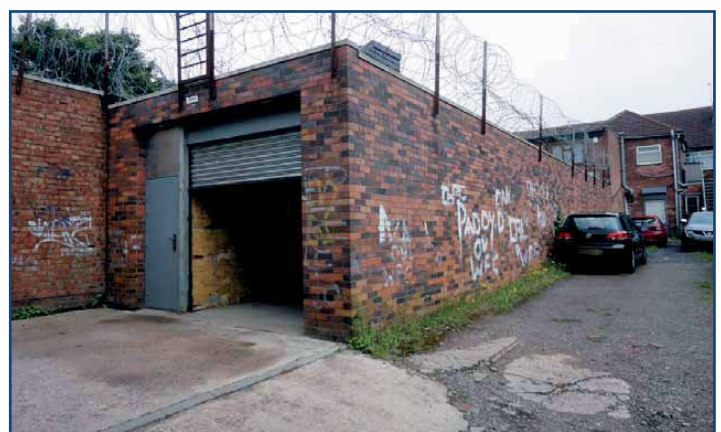
Secure Staircase Entrance from Rear leading to Open Yard Area, Kitchen with a range of modern contemporary units with built in oven, hob, cooker hood, washing machine and dryer, Dining Area leading off, Large Landing, Lounge, Cloak Room with modern suite comprising wc and wash basin, Bathroom with shower bath having glazed screen, power shower and wash basin, Three Bedrooms

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons 0121 247 2233



LOT 40

Freehold Residential Investment Guide Price: £120,000 to £128,000

546 Tyburn Road, Erdington, Birmingham B24 9RU

Property Description:

An extended semi detached residential property of brick construction surmounted by a pitched tile clad roof, informally converted several years ago into three investment units comprising of two self contained flats and one self contained house.

Flat 1:	£90 per week (£4,680 per annum)
Flat 2:	£87.50 per week (£4,550 per annum)
Unit 3:	£300 per calendar month (£3,600 per annum)
Total Rental Income:	£12,830 per annum

Accommodation:

Ground Floor:
Shared Entrance Hall and Reception Hall

Flat 1:

Reception Hall, Lounge, Kitchen, Double Bedroom, Bathroom with panelled bath having shower over, pedestal wash basin and wc

Flat 2:

First Floor:
Stairs and Landing, Kitchen, Lounge, Double Bedroom, Bathroom with panelled bath having electric shower over and pedestal wash basin, Separate wc

The property benefits from UPVC double glazed windows and all units are separately metered with flats 1 and 2 having separate gas fired central heating systems.

The property is located close to the junction with Bromford Lane and within approximately one mile distance from both the M6 motorway (junction 6) and Erdington Shopping Centre. Each unit is currently let on an Assured Shorthold Tenancy at the following rentals:



Unit 3 (Dwelling House)

Ground Floor:

Private Entrance Hall, Lounge

First Floor:

Stairs and Landing, Double Bedroom, Shower Room with glazed shower, wash basin and wc and Kitchen

Outside:

(Front) Tarmacadamed forecourt providing off road parking
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 41

By Instruction of the Joint LPA Receivers Freehold Takeaway Investment Guide Price: £150,000 PLUS

200/200A Walsall Road, Aldridge, WS9 0JT

Property Description:

A mid terraced retail unit of traditional brick construction surmounted by a pitched tile clad roof, arranged to provide both a fish & chip shop and Indian takeaway to the ground floor with a self contained flat over. The property is set back behind a forecourt parking area and forms part of a well regarded predominantly residential area and is prominently located at the junction of Walsall Road (A454) and Bosty Lane (B4154) approximately two miles to the north east of Walsall town centre.

Note:

Both tenants benefit from rights to use an external Store and a WC and rights of access through the entrance of the adjacent hairdressing salon under a licence arrangement pursuant to which there is a licence fee payable to the adjacent hairdressing salon owner of £2,400 per annum.

Total Net Rental Income: £23,600 per annum

Tenancy Information:

The property is currently let by way of two leases:-

1. The Fish & Chip Shop together with the first floor flat is currently let by way of a 21 year full repairing and insuring lease which commenced 29 April 2008 at a current rental of £18,000 per annum.

2. The Indian Takeaway is currently let by way of a 15 year full repairing and insuring lease which commenced 21 July 2006 at a current rental of £8,000 per annum

Accommodation:

Ground Floor:

Fish & Chip Shop:

Retail/Serving Area:
30.7sq.mtrs (330sq.ft)
Rear Store/Food
Preparation Room:
10.1sq.mtrs (109sq.ft)

First Floor:

Flat Accommodation (not internally inspected by the auctioneers):

Kitchen, Two Rooms, Bathroom and Separate WC



Ground Floor:

Indian Takeaway:

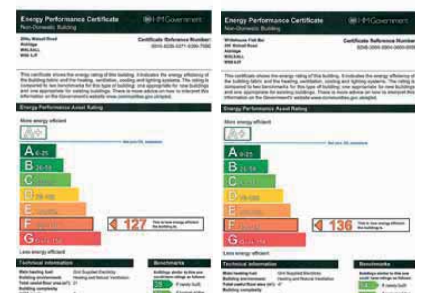
Reception Area with Counter, Rear Kitchen and Preparation Room:
20.65sq.mtrs (222sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 42
Freehold Residential Development Opportunity

Guide Price: £165,000 to £180,000

12 Pound Road and Land Between 12 and 20 Pound Road, Oldbury, West Midlands, B68 8LY

Property Description:

A residential development opportunity currently comprising an existing three bedroom end terrace house and an adjacent parcel of rectangular shaped land which benefits from planning consent for the erection of one pair of two bedroom semi detached houses and one two bedroom detached house. The site is currently securely fenced and directly fronts Pound Road at the western section close to the junction with Causeway Green Road. Pound Road leads directly off Wolverhampton Road South which provides commuting access to the M5 Motorway (junction 2), Wolverhampton City Centre and via Hagley Road (A456) to Birmingham City Centre. The existing property is currently of rendered brick construction surmounted by a pitched interlocking tile clad roof and the property forms part of an established predominantly residential area.

Planning:

The property benefits from the following planning consents:

12 Pound Road:

Consent has been granted by Sandwell MBC (Ref: DC/12/55334) dated 10th January 2013 for the demolition of existing side extension/conservatory and proposed erection of a single storey rear extension to provide new kitchen/lobby and bathroom accommodation. Building regulation approval has also been granted for these works (Ref: 13/00060/DEXFP) on 1st February 2013.

Land between 12 and 20 Pound Road:

Planning consent has been granted by Sandwell MBC (Ref: DC/12/55312) dated 26 February 2013 for the development of three houses comprising of a pair of semi detached houses and one detached house. Each having the following accommodation:

Proposed Accommodation for each New Dwelling (3 Qty):
Ground Floor:

Porch Entrance, Living Room, Dining Kitchen, Rear Entrance Hall, Cloak Room with wc and Study

First Floor:

Stairs and Landing, Bedroom One with En-suite Shower Room, Bedroom Two and Family Bathroom.

Outside:

Each property benefits from garden/parking to front and rear garden. A copy of the planning consent and architect's drawings are available for inspection at the auctioneers' offices.

Proposed Accommodation
12 Pound Road:
Ground Floor:

Lounge, Dining Room, Kitchen, Lobby, Bathroom

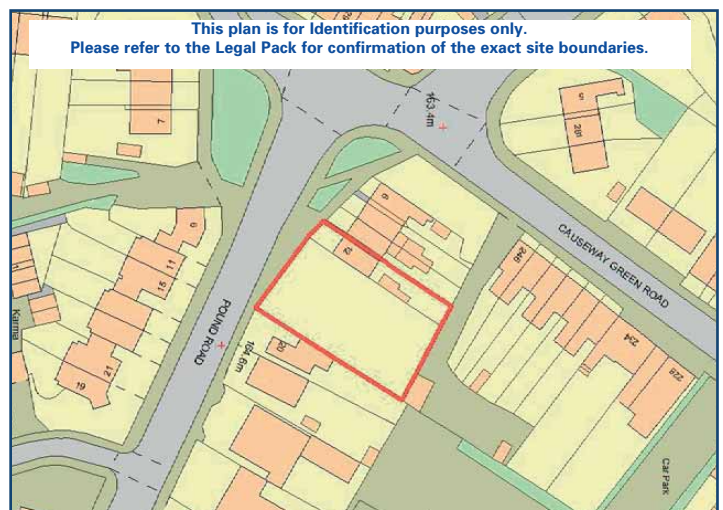
First Floor:

Three Bedrooms

Outside:

(Front) Forecourt parking area

(Rear) Garden



Total Site Area: 0.195 acres

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note: All parties viewing this property must do so with utmost caution and neither the vendors or auctioneers accept any responsibility for any injury or harm caused.

LOT 43

Freehold Office Property By Instructions of Joint LPA Receivers

Guide Price: £250,000 - Plus

45 Lord Street, Aston, Birmingham, B7 4DQ

Property Description:

The property is located in a prominent position on the corner of Lord Street and Windsor Street in Aston, approximately 1 mile north east of Birmingham City Centre.

Lord Street connects to Dartmouth Middleway (A34), which forms part of Birmingham's Middle Ring Road system and provides access to Junction 6 of the M6 motorway via the Aston Expressway A38 (M).

The property is a three storey concrete framed building with a glazed atrium/entrance and which we understand has been refurbished to provide office accommodation with the basement used for car parking.

We understand from a previous valuation report, that the office accommodation has painted walls, suspended ceilings, incorporating Cat II lighting and laminate/carpeted flooring throughout. There is a lift providing access to the upper floors. We have not been able to access the building and are therefore unable to confirm the accommodation or comment on the condition of the building.

Accommodation (all dimensions and areas are approximate)

Basement	543.0 sq.m (5,844 sq.ft)
Ground Floor	486.3 sq.m (5,234 sq.ft)
First Floor	402.2 sq.m (4,329 sq.ft)
Second Floor	402.2 sq.m (4,329 sq.ft)
Total	1,833.7 sq.m (19,736 sq.ft)



NOTE: the areas provided are based on a previous valuation report and are calculated on a gross internal area basis for the basement and ground floor premises and a net internal area basis for the office accommodation

Tenancies

The premises are subject to two occupational agreements, details of which are provided below:-

DSZ Partnership Ltd have a lease for a term of 3 years from 1st December 2011 at a current rent of £4,800, per annum, subject to fixed annual increases.

Mrs A Khanom (of Aston Business and Management College) has a lease for a term of 2 years from 3rd January 2012, at a current rent of £1,320, per annum.

Interested parties should refer to the legal documents and study the leases in detail.

Andrew Vaughan, the Joint Law of Property Act Receiver in respect of the property, confirms that the receivers do not and have not acknowledged the validity of any occupational agreements affecting the property nor have any rental payments been received

Note: The Energy Performance Certificate (EPC) for this property was commissioned and undertaken on 18th June 2013. This will be added to the legal pack and available on our website.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 44

Freehold Vacant Possession

Guide Price: £100,000 - £105,000

57 Cattell Road, Bordesley Green, Birmingham B9 4SA

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind private and communal lawned gardens. The property benefits from having a substantial rear extension, UPVC double glazing and gas fired central heating and further benefits from having double gated access to a large rear yard off Templefield Street. The property is located on Cattell Road (B4128) close to the junction with Camp Street.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, WC having wash basin, Lounge, Dining Room and Kitchen, Stairs to

First Floor:

Three Bedrooms, 2 store rooms, Bathroom with corner bath, wash basin and WC

Outside:

(Front) Lawned foregarden

(Rear) Paved garden with double gated access to a large rear yard off Templefield Street.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 45
Leasehold Vacant Possession

Guide Price: £48,000 - £52,000

Flat 12, Spiral Court, 12 Wheelwright Road, Erdington, Birmingham B24 8NU

Property Description:

A first floor flat located in a purpose built brick block set back from the road behind a communal lawned gardens and driveway giving access to the parking area. The flat benefits from having UPVC double glazing and electric heating and is offered for sale in a presentable condition. Wheelwright Road is located off both Gravelly Hill (A5127) and Kingsbury Road. The Flat is currently rented however the tenants have served notice and will vacate on the 29th July 2013, the rental income was £450 per calendar month (£5,400 per annum).

Accommodation:
Ground Floor:

Communal Entrance with security door entry system

First Floor:

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

Outside:

Communal gardens, parking area and garage allowing for off road parking

Leasehold Information

Term: 99 years from 1st January 1982

Ground Rent : £10.00 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 46
Leasehold Garage
 Guide Price: £1,000 - £2,000

Garage off James Watt Street, West Bromwich, West Midlands B71 2AH

Property Description:

A single leasehold garage located in a block of eight similar units approached via a driveway off James Watt Street which in turn can be found off Schofield Avenue.

Leasehold Information:

Term: The garage will be granted a new 250 year Lease from the date of completion.

Ground rent: £75.00 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



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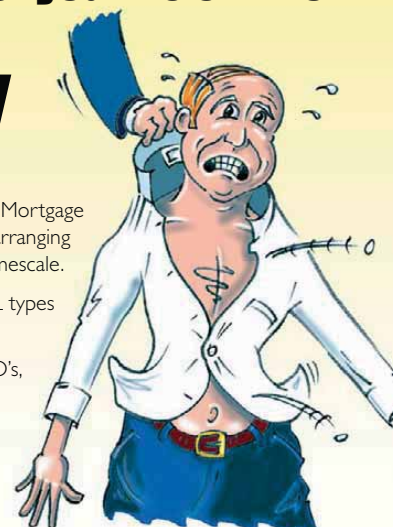
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LOT 47

By Instruction of The Joint LPA Receivers
Freehold Vacant Possession
Guide Price: £100,000 - £110,000

7 York Road, Erdington, Birmingham B23 6TE

Property Description:

A three storey property of brick construction surmounted by a pitched tiled roof set back from the road behind a walled foregarden. The property benefits from gas fired central heating, UPVC double glazed windows, modern kitchen and bathroom fittings and is offered for sale in a presentable condition. York Road runs directly between High Street and Sutton New Road.

Outside:

(Front) Small walled foregarden
(Rear) Garden with vehicle access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Accommodation:

Ground Floor:

Hallway, bedroom 1, living room and kitchen

First Floor:

Stairs and Landing, bedroom 2, bedroom 3 and bathroom with WC, wash basin and panelled bath with overhead shower

Second Floor:

Stairs and Landing, bedroom 4 and bedroom 5 with en suite bathroom comprising WC, wash basin and shower cubicle



LOT 48

By Instruction of the Joint LPA Receivers
Freehold Shop Property with Vacant Possession
Guide Price: £120,000 - £135,000

140 High Street, West Bromwich, West Midlands, B70 6JJ



Property Description:

The property is located within West Bromwich Town Centre, just outside the prime pedestrianized retail area.

The property is located on the southern side of the High Street between its junctions with Ringway and Trinity Way (A4031). The national motorway network is readily accessible at junction 1 of the M5 motorway, approximately 600 metres to the south east.

The property is located in a retail area where a variety of commercial,

entertainment and retail users are situated. Convenient road-side parking is available on High Street in front of the subject property.

The property comprises a substantial single storey building, with extensive basement accommodation.

The premises are of brickwork construction, with a flat roof. The ground floor shop is mainly open plan, although there is partitioning at the rear to form a store, kitchen and toilet.

There is a large open plan basement, which has potential for storage or additional retail accommodation.

The premises were last used for the retail sale of Jewellery. However, the premises are suitable for a variety of other retail uses.

Accommodation (all dimensions and areas are approximate) Ground Floor:

Internal Width	5.165 m (max)
Shop Depth	19.725 m (max)
Sales Area	95.5 sq.m (1,028 sq.ft)

Basement:

Storage (potential sales area) 94.8 sq.m (1,020 sq.ft)

Total Net Internal Area 190.3 sq.m (2,048 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons
0121 247 2233



LOT 49

Freehold Part Vacant Possession / Part Investment

Guide Price: £76,000 – 82,000

202 Waterloo Road, Smethwick, West Midlands B66 4NB

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 has formerly been converted to provide two separate self-contained flats. The property benefits from having double glazing and gas fired central heating. The ground floor flat is currently vacant however the first floor flat is let on an Assured Shorthold Tenancy Agreement producing a rental of £350 pcm (£4,200 per annum). The property is located on Waterloo Road (A4092) which is close to the junction with Bearwood Road.

Accommodation:

Ground Floor:

Communal Entrance,
Flat 1 - Lounge, Kitchen, Bedroom, Inner Lobby and Bathroom having panelled bath, wash basin and WC

First Floor:

Flat 2 - Lounge, Kitchen, Bedroom and Bathroom, Inner Lobby and Bathroom having panelled bath, wash basin and WC

Outside:

(Front) Walled foregarden

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 50

Freehold Vacant Ground Floor Retail Shop

Guide Price: £40,000 to £46,000

1182 Coventry Road, Yardley, Birmingham B25 8DA



Property Description:

A freehold ground floor retail shop comprising part of a traditional end terraced premises with a lock up garage/workshop located to the rear. The property further includes a flat located to the first floor which is subject to a long leasehold interest for a term of 99 years from 8th February 1995 paying a ground rent of £50 per annum. The property prominently fronts Coventry Road which provides one of the main thoroughfares between Birmingham City Centre and Birmingham International Airport and forms part of a retail parade containing a range of shops and amenities.

Accommodation:

Ground Floor:

Retail Shop with roller shutter protection, Rear Office and Store

Room: 27.93sq.mtrs (300sq.ft), Cloak Room with wc and wash basin

Outside:

Paved forecourt, side driveway access leading to a rear brick built garage/store: 17.77sq.mtrs (191sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons 0121 247 2233



LOT 51

Freehold Vacant Possession

Guide Price: £70,000 to £76,000

60 Southfield Road, Edgbaston, Birmingham B16 0JL

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from gas fired central heating and three bedrooms but requiring modernisation and improvement throughout. Southfield Road leads directly off Rotton Park Road close to the junction with City Road and the property is conveniently within approximately one quarter of a mile distance from local services and amenities on Dudley Road (A457), three quarters of a mile distance from City Hospital and approximately one and a half miles distance from Birmingham City Centre.

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Shower Room and Separate WC with wash basin

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Paved 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 52

Freehold Vacant Possession

Guide Price: £170,000 - £185,000

3 Orchard Road, Erdington, Birmingham B24 9JL



Property Description:

A detached Dorma Bungalow of part rendered brick construction surmounted by a tiled roof set back from the road behind a lawned garden and driveway. The property benefits from having UPVC double glazing and gas fired central heating however does require some modernisation. The property further benefits from having a substantial extension to the rear of the garage that contains a lounge/bedroom, kitchen and bathroom providing a self contained annex, the garage has further since been converted to provide an additional living room. Orchard Road is located between both Orphanage and Sutton Road (A5127).

Accommodation:

Ground Floor (Main Building):

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Lounge/Bedroom, Conservatory, Kitchen and WC having wash basin, Lean-to with utility area

First Floor:

Having Landing with storage cupboard, Family Bathroom with panelled bath, wash basin and WC, Bedroom One, Bedroom 2 with Ensuite bathroom having panel bath, wash basin and WC.

Garage and Extension:

Having Lounge (Converted Garage), Kitchen, Bedroom and Bathroom having panelled bath, wash basin and WC

Outside:

(Front) Lawned garden and driveway
(Rear) Gardens to side and rear

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 53
Freehold Vacant Possession
 Guide Price: £72,000 - £78,000

**5 Dovedale Avenue, Willenhall,
 West Midlands WV12 4NA**
**Property Description:**

A three bedrooomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway giving access to garage allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating however does require some modernisation and improvement. Dovedale Avenue is located off Ashmore Lake Road.

First Floor:

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

Outside:

(Front) Lawned foregarden and driveway giving access to garage (Rear and Side) Lawned and paved garden

Legal Documents:

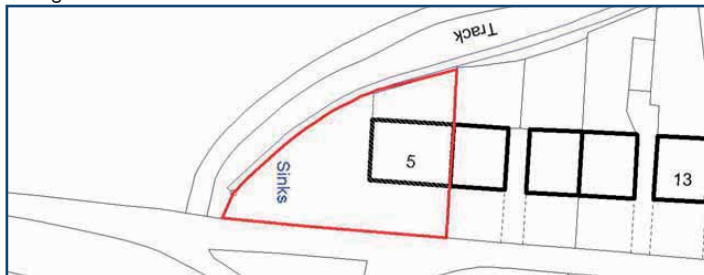
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Viewings:

Via Cottons – 0121 247 2233

Accommodation:**Ground Floor:**

Entrance Hallway, Through Lounge, Dining Kitchen



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LOT 54
Freehold Vacant Possession
 Guide Price: £76,000 - £82,000

422 Portland Road, Edgbaston, Birmingham B17 8LT
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 double glazing and gas fired central heating. Portland road is located off City Road (A4040) close to the junction with Selsey Road.

First Floor:

Three Bedrooms

Outside:

(Front) Walled foregarden
 (Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:**Ground Floor:**

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



LOT 55

Freehold Investment
Guide Price: £135,00 - £142,000

1 Sunnyside, Coventry Road, Kingsbury, Tamworth, Staffordshire B78 2LW

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back behind a gravelled driveway allowing for off road parking. The property benefits from having majority double glazing and gas fired central heating. The property is located in the village of Kingsbury on the Coventry Road (A51) however is accessed off Pear Tree Avenue. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £675 per calendar month (£8,100 per annum).

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Kitchen, Bathroom having panelled bath, wash basin and WC, Lean-to

First Floor:

Three Bedrooms one with En-suite Shower Room having shower cubicle, wash basin and WC

Outside:

(Front) Gravelled foregarden allowing for off road parking

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 56

Freehold Vacant Possession
Guide Price: £54,000 - £59,000

6 Barrs Street, Oldbury, West Midlands B68 8QU



Property Description:

A mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from mostly double glazed windows, gas fired central heating and offered for sale generally in a presentable condition. Barrs Street forms part of an established residential area and leads off Farm Road which leads via Pound Road off Wolverhampton Road (A4123).

Accommodation:

Ground Floor:

Front Reception Room, Inner Hall with Cellarette, Rear Reception Room, Kitchen, Bathroom with panelled bath having shower over, pedestal wash basin and wc

First Floor:

Stairs and Landing, Two Double Bedrooms

Outside:

(Rear) Brick paved yard with shared pedestrian access and a lawned garden

Legal Documents:

Available at www.cottons.co.uk

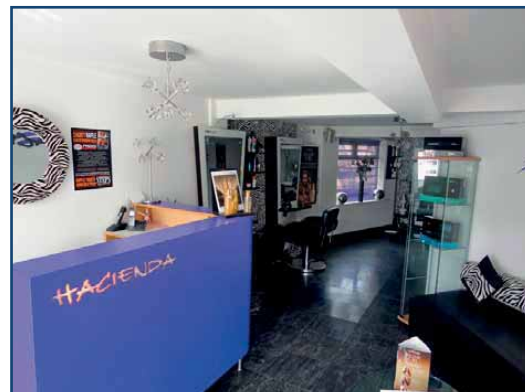
Viewings:

Via Cottons - 0121 247 2233

LOT 57

By Instruction of the Joint LPA Receivers
Freehold Investment
 Guide Price: £115,000 - £125,000

107 Evesham Road, Redditch, Worcestershire, B97 4JX


Property Description:

A traditional two storey mid terrace property comprising a ground floor retail shop and first floor flat. The property benefits from gas central heating and UPVC double glazed windows.

There is access to the side of the property, via Evesham Road, which leads to a rear yard and access to the first floor accommodation.

The property is situated on Evesham Road which is located off Headless

Cross Drive approximately 2 miles from Redditch Town Centre.

Tenancy Information:

Ground floor retail unit – currently producing a rental of £12,485 per annum

First floor flat – currently producing a rental of £6,900 per annum

Total rental income - £19,385 per annum
 Please refer to legal pack for lease details

Accommodation:
Ground Floor:

Retail area	624 sq ft (58 sq m)
Store	161 sq ft (15 sq m)
Kitchen	67 sq ft (6.2 sq m)
Toilet	
Total Net Internal Area	852 sq ft (79.1 sq m)

First Floor:

Stairs, hallway, double bedroom, living room, study, kitchen and bathroom comprising WC, wash basin and panelled bath with overhead shower

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Energy Performance Certificate:

The EPC for this property was commissioned on 14th June 2013. This will be added to the Legal Pack and available on our website.

LOT 58

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

81 Bromford Lane, Erdington, Birmingham B24 8JR


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 UPVC double glazing and gas fired central heating. The property is located on Bromford Lane (A4040) between both the Tyburn Road (A38) and the Kingsbury Road.

Accommodation:
Ground Floor:

Entrance Hallway, Through Lounge,

Dining Kitchen

First Floor:

Three Bedrooms and Bathroom having panelled bath with electric shower over, wash basin and WC

Outside:

(Front) Lawned foregarden
 (Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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LOT 59

By Instruction of the Joint LPA Receivers
Freehold Part Investment/Part Vacant Possession
Guide Price: £90,000 - £100,000

37 Caldmore Road, Walsall, West Midlands, WSI 3NQ



Property Description:

A two-storey commercial building, plus small basement, of brick construction mostly surmounted by a tiled roof. It occupies a prominent site at the corner of Dudley Street and Caldmore Road comprising approximately 0.1 acre, including a small yard to the rear. The property includes a single-storey rear section that is currently let to a children's nursery and producing a rental of £15,000 per annum. The remainder of the ground and first floor has previously been used as a gymnasium and children's activity centre, however this is now vacant. The property is within approximately 600mtrs of Walsall Town Centre and Rail Station and is adjacent to a recent development known the St Matthews Quarter, which incorporates a multi-storey car park and 24-hour Asda store, and a new Mercedes main dealership.

Accommodation:

Small Basement:

Not inspected

Ground Floor:

Day Nursery

Three Nursery Rooms, Two toilet areas, Food Preparation Area, Child Sleeping Area and Office (approximately 983 sq. ft).

Gymnasium Area

Former Dance Studio, Two Former Gymnasium Areas, WC's, Stairs (approximately 3,210 sq. ft)

First Floor:

Two Large Rooms (Former Female Gym and Child Activity Centre), Kitchen, Male and Female WC's, Two Store Rooms/Offices. (approximately 1,713 sq. ft).

Outside:

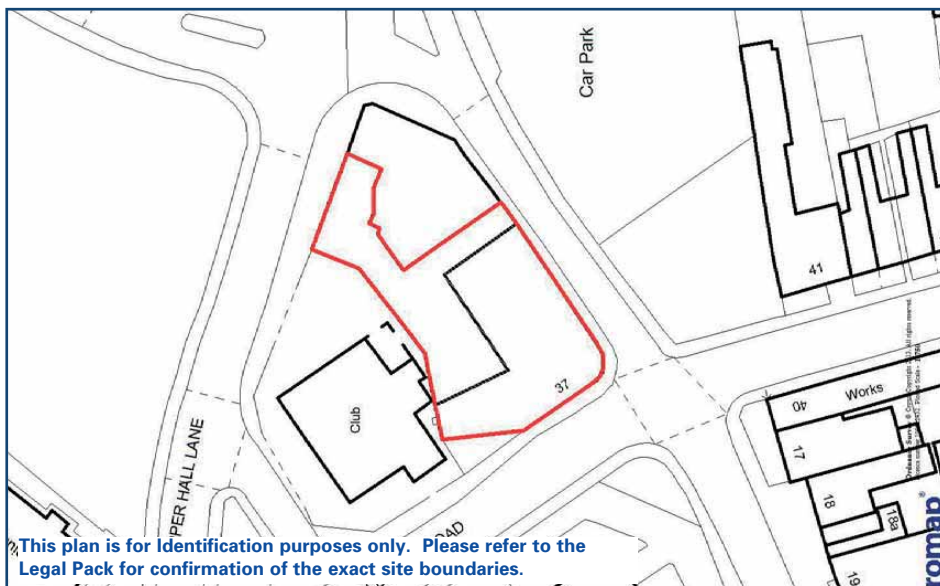
Small Yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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

LOT 60

Leasehold Vacant Possession
 Guide Price: £33,000 - £37,000

159 Grove Lane, Handsworth, Birmingham, B20 2HE

Property Description:

A mid terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having part UPVC double glazing, gas fired central heating however does require some modernisation and improvement. The property is located on Grove Lane adjacent to Handsworth Park and close to the junction with Hinstock Road.

Accommodation:

Ground Floor:

Hallway, Lounge, Dining Room, Kitchen

First Floor:

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

Outside:

(Front) Walled foregarden
 (Rear) Garden and brick built store.

Lease Information:

Term : 50 years from 24th June 1997
 Ground rent : £1,000 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 61

A Pair of Freehold Vacant Semi Detached Houses
 Guide Price: £70,000 to £80,000

12 & 14 Rutland Grove, Sandiacre, Nottingham NG10 5AQ

12 Rutland Grove



Property Description:

A pair of freehold semi detached houses each of brick construction surmounted by pitched slate clad roofs and requiring modernisation and refurbishment throughout. The properties abut the river Erewash to the rear and Rutland Grove comprises a cul-de-sac which leads directly off Station Road (B510) and is within approximately one mile distance from the M1 Motorway (junction 25) and approximately five miles distance to the west of Nottingham city centre.

Accommodation:

12 Rutland Grove:

Ground Floor:

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

First Floor:

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

14 Rutland Grove:

Ground Floor:

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

First Floor:

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

Outside:

Each property has a foregarden with paved driveway and a rear yard area. In addition a triangular piece of adjacent land is included in the sale.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

14 Rutland Grove



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

LOT 62

Freehold Vacant Possession

Guide Price: £90,000 to £98,000

7 Dugdale Close, Cannock, Staffordshire WS12 2SA

Property Description:

A modern link detached house of brick construction surmounted by a hipped interlocking tile clad roof, set back from the road behind a lawned foregarden and benefiting from gas fired central heating and UPVC double glazed windows but requiring modernisation and improvement throughout. Dugdale Close comprises of a cul-de-sac and forms part of a residential estate leading off Claygate Road which in turn leads off John Street. Cannock Town Centre is located within approximately two miles distance to the south west.

First Floor:

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

Outside:

(Front) Lawned foregarden, Driveway to garage

(Rear) Predominantly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Room, Kitchen with pantry cupboard, Tandem Garage



LOT 63

Freehold Vacant Possession

Guide Price: £45,000 to £50,000

73 Byrne Road, Blakenhall, Wolverhampton WV2 3DW

Property Description:

A traditional end terraced house of rendered brick construction surmounted by a pitched interlocking tile clad roof and having been extended to the rear to provide well laid out ground floor accommodation. The property is located adjacent to public open space and Byrne Road leads directly off Dudley Road (A459) conveniently within approximately three quarters of a mile distance to the south of Wolverhampton City Centre.

Accommodation:

Ground Floor:

Entrance Hall, Through Lounge/Dining Room, Extended Breakfast Kitchen, Rear Entrance Hall, Cloak Room with wc

First Floor:

Stairs and Landing, Large Double Bedroom, Bathroom with bath having shower over, pedestal wash basin and wc

Outside:

(Front) Walled foregarden, pedestrian side gated access to rear

(Rear) Yard/garden

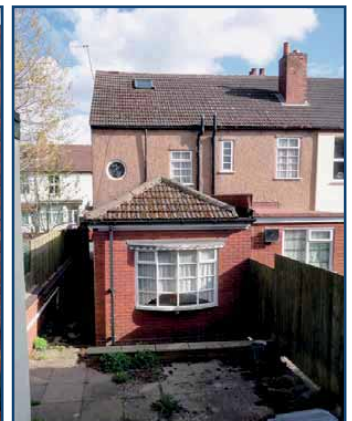
Note: The property abuts a rear yard area which contains workshops/garage premises. We understand that these were accessed and used by the former owner however no legal title to this area exists and neither is this land included in the sale. All interested parties should make their own enquiries in respect of the right to access and occupy this land.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

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

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

- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
- (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**. Words in bold blue type have special meanings, which are defined in the Glossary. The general conditions (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

G1. The lot

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

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

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

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

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
- (i) anything the **seller** does not and could not reasonably know about.

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

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

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

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

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

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

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

G2. Deposit

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

- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- (b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

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

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

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

G3. Between contract and completion

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

- (a) produce to the **buyer** on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
 - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

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

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

G4. Title and identity

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

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

- (a) The **buyer** may raise no requisition 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

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

G18.2 The **seller** warrants that the **seller** has complied with sections 58 and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19. Sale by practitioner

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

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

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

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

(a) in its condition at **completion**;

(b) for such title as the **seller** may have; and

(c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

(a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and

(b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

G20. TUPE

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

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

(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.

(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.

(c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.

(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

(a) service charge expenditure attributable to each **tenancy**;

(b) payments on account of service charge received from each tenant;

(c) any amounts due from a tenant that have not been received;

(d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

G22.4 In respect of each **tenancy**, if the service charge account shows that:

(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.

G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

(a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and

(b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. Rent reviews

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

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

G25. Warranties

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

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

(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and

(b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

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

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

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

G28.3 A communication is to be treated as received:

(a) when delivered, if delivered by hand; or

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

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

P

WITTON LANE

P

A38 M

M6
Junction 6

A38 M

M6

FROM
M1

P

TRINITY ROAD

PARK
CIRCUS

A5127

LICHFIELD ROAD

ASTON VILLA
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VILLA PARK
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