Cottons CHARTERED SURVEYORS

AUCTION

TUESDAY 24th FEBRUARY 2015 11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB VILLA PARK BIRMINGHAM B6 6HF

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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 execute entire on their 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,
- 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 fitments, drains and any other pipework, appliances, heating systems and electrical fitments. 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. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.
- 8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property that they have purchased. The Auctioneers have arranged, through their special "Auction Block Policy", insurance cover for all Lots for a period of 28 days, from the auction date. This insurance is subject to confirmation by the purchaser within 30 minutes of the sale. A certificate of cover, will be issued upon payment of a nominal premium
- 9. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.
- 10. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.
- 11. If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.
- 12. The Auctioneers reserve the right to photograph successful bidders for security purposes.
- 13. The successful bidder will be required to pay an Administration Fee of £495 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £195 + VAT.
- 14. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquires relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.
- 15. If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.

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.

All purchasers will be required to provide proof of both their Identity and Current Address. We require that all parties intending to bid for any properties, must bring with them the following items:

- Full UK Passport or Photo Driving Licence (for identification)
- · Either a Recent Utility Bill, Council Tax Bill or Bank Statement (as proof of your residential address)

Third Party Bidding

If bidding on behalf of a third party, the bidder must provide the name and address of that third party on whose behalf they are bidding, together

with required identification documents for both the successful bidder and for the third party, together with the third party's written authority under which the bid has been made.

If bidding for a company evidence of the company's incorporation, directorships and required identification documents for the authorised officer together with written authority to bid should be provided.

The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid and pay the auctioneer's administration fee before leaving the auction room.

you have questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the auction department prior to the sale day.

Misrepresentation Act

The Auctioneers for themselves and for the Vendors or Lessors of the property, whose agents they are, give notice that:

- 1. The particulars are set out as a general outline only for the guidance of intending purchasers or lessees, and do not constitute nor constitute part of any offer or contract.
- 2. All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and any other details are given in good faith and are believed to be correct. Any intending purchasers or tenants should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
- 3. No person in the employment of the Auctioneers has authority to make any or give any representation or warranty whatever in relation to these properties

Definition

Definition of Guide Prices

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

Definition of Reserve Price

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



A Collective Auction Sale of 62 LOTS

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

Order of Sale

Lot Property

- 37 BLACKBERRY LANE, FOUR OAKS, SUTTON COLDFIELD
- 16 BRIDGE STREET SOUTH, SMETHWICK, WEST MIDLANDS
- II MARY ROAD, STECHFORD, BIRMINGHAM
- 123 NIMMINGS ROAD, HALESOWEN, WEST MIDLANDS
- 7 ARLEY VILLAS, CAPE STREET, BIRMINGHAM
- 17 STOCKTON COURT, MASON STREET, BILSTON, WEST MIDLANDS
- FLAT 6, HEATHER COURT, 48 RUSSELL ROAD, MOSELEY, BIRMINGHAM
- 226 WARWICK ROAD, SPARKHILL, BIRMINGHAM
- HELLIER STREET, DUDLEY, WEST MIDLANDS
- 87 COOKSEY ROAD, SMALL HEATH, BIRMINGHAM
- 270 TAT BANK ROAD, OLDBURY,, WEST MIDLANDS
- 2A HARRISON STREET, WALSALL, WEST MIDLANDS
- 28 HIGH STREET SMETHWICK WEST MIDIANDS
- 4 WHEELER STREET, NEWTOWN, BIRMINGHAM
- 94 PLUMSTEAD ROAD, KINGSTANDING, BIRMINGHAM
- COLLEGE GROVE, HAMSTEAD ROAD, HANDSWORTH,, BIRMINGHAM
- 85 BRADES ROAD, OLDBURY, WEST MIDLANDS
- 305 BIRCHFIELD ROAD, PERRY BARR, BIRMINGHAM
- THE STAGS HEAD, 79 SUMMER LANE BIRMINGHAM
- 2 UNION STREET, WILLENHALL, WEST MIDLANDS
- 4 UNION STREET, WILLENHALL, WEST MIDLANDS
- 6 8 UNION STREET, WILLENHALL, WEST MIDLANDS
- 10 UNION STREET, WILLENHALL, WEST MIDLANDS
- 10 COTON LANE FRDINGTON BIRMINGHAM
- 24 CHISWELL ROAD, WINSON GREEN, BIRMINGHAM
- 278 HAGLEY ROAD WEST, OLDBURY,, WEST MIDLANDS
- 61 BEECH ROAD, WEDNESBURY, WEST MIDLANDS
- 55 TO 57 CAMBRIDGE STREET WEST BROMWICH, WEST MIDIANDS
- 33 MARKET PLACE, WILLENHALL, WEST MIDLANDS
- UNIT 3, HERITAGE COURT, 17/21 WARSTONE LANE, BIRMINGHAM
- 138 STRINGES LANE, WILLENHALL, WEST MIDLANDS
- 34 PRINCESS GARDENS.CHURCHFIELD AVENUE. TIPTON.WEST MIDS
- UNIT 29 JAMES ROAD, TYSELEY, BIRMINGHAM
- 8 CHURCHFIELD AVENUE TIPTON WEST MIDIANDS
- LAND CORNER MASON STREET AND HOSPITAL STREET, BILSTON
- LAND ADJ 63 KIRKWOOD AVENUE, ERDINGTON, BIRMINGHAM
- LAND REAR 159 OLD PARK ROAD, DUDLEY, WEST MIDLANDS
- LAND AT COLE STREET, DUDLEY,, WEST MIDLANDS
- UNIT 17, HEATH ROAD, WEDNESBURY, WEST MIDLANDS
- 769 771 WARWICK ROAD, TYSELEY, BIRMINGHAM
- III BRANTLEY ROAD, WITTON, BIRMINGHAM
- REAR OF 47-55 BRIDGE STREET, WALSALL
- FGR 37 BELGRAVE ROAD, TAMWORTH,, STAFFORDSHIRE
- FGR 43 BELGRAVE ROAD, TAMWORTH,, STAFFORDSHIRE
- FGR I ST. NICHOLAS CLOSE, AUSTREY,, ATHERSTONE,, WARWICKSHIRE
- 48 UNETT STREET, NEWTOWN, BIRMINGHAM
- 4 OAK AVENUE, WEST BROMWICH, WEST MIDLANDS
- 50 NORMANTON TOWER, PORTFIELD GROVE, ERDINGTON, BIRMINGHAM
- 50 DIBBLE ROAD, SMETHWICK, WEST MIDLANDS

Freehold Vacant Residential

- Freehold Vacant Residential
- Leasehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Residential
- Leasehold Vacant Residential
- Leasehold Vacant Residential
- Freehold Commercial Investment
- Freehold Vacant Residential
- Leasehold Residential Investment
- Freehold Vacant Residential
- Freehold Vacant Commercial
- Freehold Commercial Investment
- Leasehold Commercial Investment
- Freehold Vacant Residential
- Freehold Residential Investment
- Freehold Vacant Commercial
- Freehold Commercial Investment
- Freehold Vacant Public House
- Freehold Commercial Investment
- Freehold Commercial Investment
- Freehold Commercial Investment
- Freehold Commercial Investment
- Freehold Vacant Commercial
- Freehold Residential Investment
- Freehold Commercial Investment
- - Freehold Vacant Residential
 - Freehold Vacant Commercial
 - Freehold Vacant Commercial
- Leasehold Vacant Commercial
- Freehold Residential Investment
- Leasehold Vacant Residential
- Freehold Vacant Commercial
- Leasehold Residential Investment
- Freehold Development Land
- Freehold Land with Potential
- Freehold Development Land
- Freehold Development Land
- Freehold Vacant Commercial
- Freehold Commercial Investment
- Leasehold Vacant Residential
- Freehold Commercial Property
 - Freehold Ground Rent
 - Freehold Ground Rent
 - Freehold Ground Rent
 - Freehold Vacant Residential
 - Freehold Vacant Residential
- Leasehold Vacant Residential
- Freehold Vacant Residential

Lot Property

- 50 2 CRUMPFIELDS LANE, REDDITCH, WORCESTERSHIRE
- 51 LAND MERRINGTON, MOSS RD, WROCKWARDINE WOOD, TELFORD
- 52 3 RACHEL GARDENS, SELLY OAK, BIRMINGHAM
- FLAT 8. 8 BROADMEADOW CLOSE, BIRMINGHAM
- 55 CAUSEWAY, ROWLEY REGIS, WEST MIDLANDS
- 215 WESTMINSTER ROAD, HANDSWORTH,, BIRMINGHAM
- 6 WODEN ROAD, WOLVERHAMPTON, WEST MIDLANDS
- 25 HIGH STREET, LYE. STOURBRIDGE, WEST MIDLANDS
- 159 CENTRAL DRIVE, DUDLEY, WEST MIDLANDS 58A 86 ST.NICOLAS ROAD, NUNEATON, WARWICKSHIRE
- 59 83 HIGH STREET, DUDLEY, WEST MIDLANDS
- 232 PRIORY ROAD, HALL GREEN, BIRMINGHAM
- 67 BROMFORD LANE, ERDINGTON, BIRMINGHAM

Freehold Residential Investment

Freehold Building Plot

Freehold Vacant Residential

Leasehold Vacant Residential

Freehold Vacant Residential

Freehold Vacant Residential

Freehold Vacant Residential

Freehold Vacant Commercial/Flats

Freehold Vacant Residential

Freehold Vacant Residential

Freehold Vacant Commercial Freehold Commercial Investment

Freehold Vacant Residential

Auctioneers

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Ossie O'Malley, Kevin Hogan, Andrew Smith, Nick Burton and Richard Gaines.

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 I

*Guide Price: £90,000 - £100,000

37 Blackberry Lane, Four Oaks, Sutton Coldfield, West Midlands B74 4JE

Property Description:

An end terraced house of rendered brick construction surmounted by a hipped tile clad roof, benefiting from double glazed windows and off road car parking. The property forms part of a popular residential area and Blackberry Lane leads directly off Four Oaks Common Road which in turn leads off Walsall Road (A454). The property is situated approximately one third of a mile distance to the north of Sutton Park and three quarters of a mile distance from Mere Green Shopping Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Kitchen with store, Rear Entrance Hall, Cloak Room with wc First Floor

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

Outside:

Front: Lawned foregarden, full length driveway providing off road parking Rear: Patio, hard standing with pre-fabricated garage and garden overlooking allotment ground at the rear.



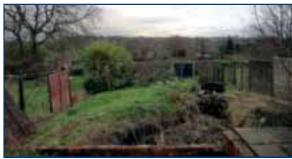


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £495 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £195 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits Bank/Building Society draft may be paid by the following methods

Debit/Credit Card

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

Personal/Company Cheque

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

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

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

Cottons Surveyors



*Guide Price: £50,000 - £58,000

16 Bridge Street South, Smethwick, West Midlands B66 3DR

Property Description:

A traditional end terraced house of rendered brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a walled foregarden and benefiting from UPVC double glazed windows and gas fired central heating. The property forms part of a mixed residential and industrial area and Bridge Street South leads directly off Rabone Lane which in turn leads off Rolfe Street (B4135). The property is conveniently within approximately one third of a mile distance from a wide range of local shops and amenities in Smethwick and Rolfe Street Train Station. The M5 Motorway (junction I) is situated within approximately one mile distance to the north.

Accommodation: Ground Floor

Front Reception Room, Inner Hall with storage recess, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with a modern suite comprising panelled bath having shower over, vanity wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Walled foregarden Rear: Yard and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233





LOT 3

Leasehold Vacant Possession *Guide Price: £50,000 - £57,000

II Mary Road, Stechford, Birmingham, West Midlands B33 8AR

Property Description:

A well laid out purpose built two bedroom first floor maisonette forming part of a two storey development of brick construction with pitched tile clad roof, benefiting from gas fired central heating, mostly UPVC double glazed windows and a lock up garage located in a separate block to the rear. The property forms part of a predominantly residential area and Mary Road leads off Victoria Road which in turn leads off Station Road (A4040). The property is conveniently within approximately one third of a mile distance from local shops and amenities on Station Road and Stechford Railway Station.

Accommodation:

Ground Floor

Entrance Hall

First Floor

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

Outside

Garden area and a lock up garage located in a separate yard to the rear

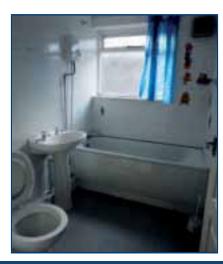
Leasehold Information

Lease Term: 99 Years from 25 March 1967 Ground Rent: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:









*Guide Price: £70,000 - £75,000

123 Nimmings Road, Halesowen, West Midlands B62 9JH

Property Description:

An extended link detached house of part rendered two storey brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, part UPVC double glazed windows and three bedrooms. The property forms part of an established mixed residential and commercial area known locally as Shell Corner and Nimmings Road leads directly off Long Lane and the property is conveniently within approximately half a mile distance from Black Heath Shopping Centre.

Planning

The property is currently a residential dwelling however may be suitable for change of use to either retail or office accommodation subject to obtaining planning consent from the local planning authority and all interested parties are deemed to have satisfied themselves in respect of any proposed use prior to bidding.

Accommodation: Ground Floor

Front Reception Room, Lobby with storage cupboard, Rear Reception Room, Extended Breakfast Kitchen, Rear Entrance Hall, Bathroom with panelled bath having shower over, pedestal wash basin and wc.

First Floor

Stairs and Landing, Three Bedrooms, Cloak Room with wc and wash basin

Outside:

Front: Tarmacadamed forecourt, Pedestrian gated access to rear Rear: Predominantly paved garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233





Cottons

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



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

7 Arley Villas, Cape Street, Birmingham, West Midlands B18 4JY

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof and set back behind a walled foregarden. Arley Villas is situated in a pedestrian walkway located off Cape Street. The property benefits from having UPVC double glazing. Cape Street is located of both Chiswell Road and Winson Street both of which can be found off Dudley Road (A457)

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen

Second Floor

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

Outside:

Rear Paved yard

Legal Documents:

Available at www.cottons.co.uk

Via Cottons - 0121 247 2233



LOT 6

Leasehold Vacant Possesion *Guide Price: £19,000 - £24,000

Flat 17 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

Property Description:

A one bedroom purpose built flat situated on the third floor of a five storey development. The property benefits from having UPVC double glazing and a garage located in a separate block. Stockton Court is located off Mason Street which is found off Birmingham New Road (A4123).

Accommodation:

Ground Floor

Communal Entrance and stairs to

Third Floor

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

Outside:

Communal Grounds and garage Lease Information

Term: 99 years from 24th June 1978

Ground Rent : Refer to Legal Pack Service Charge: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons - 0121 247 2233



LOT 7

Leasehold Two Bedroom Flat with Vacant Possession *Guide Price: £90,000 - £98.000

Flat 6 Heather Court, 48 Russell Road, Moseley, Birmingham, West Midlands B13 8RF

Property Description:

A well laid out two bedroomed flat situated on the second floor of a three storey purpose built development, forming part of Heather Court which is situated directly off Russell Road. The property requires modernisation and improvement throughout and benefits from two double bedrooms and a lock up garage located in an adjacent block. The property forms Leasehold Information part of a well regarded and popular residential area and Lease Term: 999 Years from I January 1979 is situated within a short walk from Cannon Hill Park, approximately one mile distance from the popular Moseley Centre and three miles distance to the south of Birmingham City Centre.

Accommodation:

Ground Floor

Communal Entrance Hall with security door entry phone, Stairs and Landing

Second Floor

Reception Hall, Bathroom with panelled bath, pedestal wash basin and wc, Kitchen, Lounge, Two Double Bedrooms

Outside:

Communal gardens and a garage located in an adjacent

Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

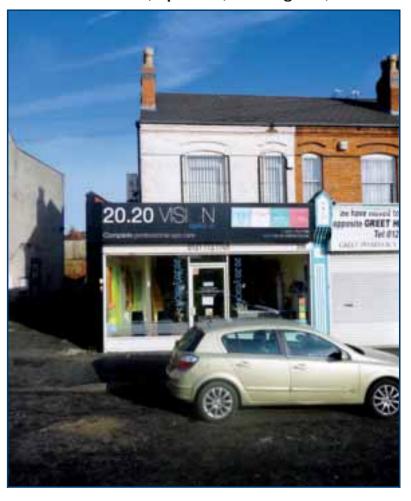
Viewings:





*Guide Price: £110,000-£120,000

226 Warwick Road, Sparkhill, Birmingham, BII 2ND



Property Description:

The property is located approximately 3 miles south east of Birmingham City Centre, on the northern side of Warwick Road (A41), a little to the south of its junction with Golden Hillock Road (B4145).

Access to the National Motorway Network is available at Juntion 6 (Spaghetti Junction) of the M6 Motorway, approximately 5 miles to the north of the property.

The property comprises a two-storey, end of terrace building, forming part of a parade of shops, with service road car parking to the front. In terms of multiple occupiers, Betfred are located close by.

The building is of traditional brickwork construction, with a pitched slate roof. The property is larger than average, with a wider shop frontage and a two-storey extention to the rear.

The property is arranged to provide a ground floor Opticians shop, with consulting rooms and storage space to the rear. The first floor premises are used for ancillary office and storage purposes.

The entire premises are to be subject to an over-riding lease-back and are likely to be of interest primarily to private investors.

Accommodation:

Ground Floor

Retail Area: 438 sq ft (40.7 sq m) Consulting Room: 103 sq ft (9.6 sq m)

Store: 89 sq ft (8.3 sq m)

Total Net Internal Area, Ground Floor: 630 sq ft (58.5 sq m)





First Floor

Office (Front): 168 sq ft (15.6 sq m) Store: 84 sq ft (7.8 sq m) Kitchen: 41 sq ft (3.8 sq m) Rear Office: 111 sq ft (10.3 sq m)

Total Net Internal Area, First Floor: 404 sq ft (37.5 sq m)

Total Net Internal Area, Entire Building: 1034 sq ft (96.1 sq m)

Tenancy Details:

The entire premises are to be subject to an over-riding lease-back for a term of 10 years from completion, with tenant only break provisions at an initial rent of £12,000 per annum, exclusive, subject to review after 5 years. We are informed the lease is to be drafted on tenants full repairing and insuring terms.

Interested parties should obtain and study a full copy of the occupational lease by reference to the legal pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:



Freehold Vacant Possession *Guide Price: £44,000 - £48,000

9 Hellier Street, Dudley, West Midlands DY2 8RF

Property Description:

A double fronted end terrace property of brick construction surmounted by a tiled roof directly fronting the pavement. The property requires modernisation and improvement including the provision Viewings: of a bathroom. Hellier Street is located off both Churchfield Street and Vicar Street

Accommodation **Ground Floor**

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor

Three bedrooms

Outside:

Garden, brick built store and WC

Legal Documents:

Available at www.cottons.co.uk

Via Cottons - 0121 247 2233



LOT 10

Leasehold Flat Investment *Guide Price: £40,000 - £44,000

87 Cooksey Road, Small Heath, Birmingham, West Midlands B10 0BY

Property Description:

A purpose built one bedroom first floor flat forming part of a modern three storey development surmounted by a pitched tile clad roof and set back from Cooksey Road behind a communal car parking area and gardens. Cooksey Road forms part of a predominantly residential area containing a range of modern and traditional dwellings and flats and is situated directly off Jenkins Street which in turn leads directly off Coventry Road.

The property is currently let on a Periodic Shorthold Tenancy, the tenant having been in occupation since 1st January 2011 and paying a current rental of £387.50 every four weeks (£5,037.50 per annum)

Accommodation

LOT II

Ground Floor

Communal Hallway with security door entry system,

Stairs and Communal Landing

First Floor

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

Outside:

Communal gardens and car parking

Leasehold Information

Lease Term: 120 Years from 25 March 1984 Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

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

Property Description:

A traditional two storey mid terraced house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a walled foregraden and benefiting from gas fired central heating and mostly UPVC double glazed windows. Tat Bank Road forms part of a predominantly residential area and leads directly off Rood End Road which provides access to a range of local retail amenities and the property is conveniently within one quarter of a mile distance from Viewings: Langley Green Railway Station.

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front: Walled foregarden Rear: Yard and garden

Legal Documents:

Available at www.cottons.co.uk





Freehold Takeaway Premises with Vacant Possession

*Guide Price: £30,000-£35,000

2A Harrison Street, Walsall, West Midlands WS3 3HP

Property Description:

Bloxwich is a district of Walsall, situated on the northern edge of the West Midlands conurbation, close to its border with Staffordshire.

The A34 Birmingham to Stafford Road passes through Bloxwich, and forms part of the High Street within 50 metres of the subject property. Most of the shops and commercial activity within Bloxwich are based on this linear development. Bloxwich is located approximately four miles from the M6 motorway, between Junctions 10 and 11.

Harrison Street is located within the centre of Bloxwich, which provides a range of retail, commercial and leisure amenities and services.

The subject property comprises a detached two-storey building, formerly used as a hot food takeaway.

The building is of rendered brickwork construction, with a pitched tiled roof.

The property provides a shop and former kitchen area at ground floor level, with the first floor arranged to provide storage and toilet facilities.

The property is offered with vacant possession, and may be of interest to owner-occupiers and investors.

Ground Floor

Shop/kitchen 35.0 sq m (377 sq ft)

First Floor

Landing, toilet with WC and wash basin.

Store 15.0 sq m (161 sq ft)

Store 1.4 sq m (15 sq ft)

Total net internal area 51.4 sq m (553 sq ft)

Legal Documents – Available at www.cottons.co.uk Viewings – Via Cottons – 0121 247 2233



LOT 13

*Guide Price: £85,000 - £95,000

By Instruction of the Joint LPA Receivers 28 High Street, Smethwick, West Midlands B66 IDT

Property Description:

A high street retail shop premises of traditional three storey brick construction surmounted by a pitched slate clad roof and comprising of a ground floor Opticians with storage to the first and second floors. The property is situated adjacent to a range of similar retail premises forming part of a the busy Smethwick High Street and is located close to the junction with Sabell Road and is surrounded by a dense residential catchment area.. High Street leads off Tollhouse Way (A457) and the property is conveniently situated for access to Smethwick Rolfe Street Railway Station being within a third of a mile distance, the M5 Motorway (junction I) being within approximately one mile distance.

Tenancy Information

The property is occupied by way of an Implied Annual Periodic Tenancy (with the protection of the Landlord and Tenant Act 1954) at an annual rent of £6,000 payable on 1st January each year and subject to terms contained in the original lease dated 30th August 2008.

Accommodation

The accommodation has not been inspected by the Auctioneers and has been obtained from notes prepared by the receivers and information contained on the Valuation Office Agency website.

Ground Floor

Retail Shop, Steps to Rear Store Room, Office and Small Kitchen Area

First Floor

External Rear Staircase to Three Rooms and Bathroom

Second Floor

Two Rooms

Outside:

Rear Yard

Net Internal Area

Ground Floor: 61.2sq.mtrs (658sq.ft) First Floor: 37.1sq.mtrs (399sq.ft) Second Floor: 32.3sq.mtrs (347sq.ft) Total: 130.6sq.mtrs (1,405sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:



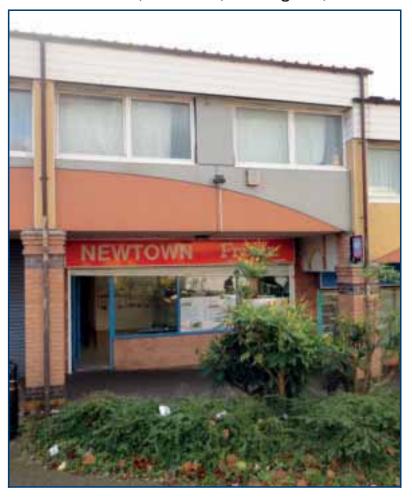




Leasehold Retail/Residential Investment Property

*Guide Price: £90,000 - £100,000 (Gross Rental Income: £16,400 Per Annum)

4 Wheeler Street, Newtown, Birmingham, B19 2ER







Property Description:

The property forms part of a modern, purpose-built development, providing ground floor lock-up shops, with self-contained flats above.

The development provides a range of individual shops and is anchored by a Doctors Surgery or Health Centre and there is also a Dental Surgeon occupying premises close by. Adjacent or nearby traders include William Hill bookmakers, a pharmacy and convenience store.

There is a car park at the side and rear of the property, providing customer car parking space.

The property is of two-storey construction and occupies a middle of terrace position towards the front of the development.

There is a gated yard at the rear of the property, providing vehicular access for the purposes of servincing the shop and also separate pedestrian access to the first floor flat.

The property comprises a ground floor lock-up shop, currently occupied as a hot food takeaway and trading as Newtown Fryer.

The first floor premises comprise a self-contained three bedroomed flat, which is let and occupied under an Assured Shorthold Tenancy Agreement.

The entire property is let, subject to two separate leases or tenancies, and is offered as an income producing investment.

Accordingly, the property is likely to be of interest primarily to private investors.

Accommodation:

Ground Floor

Shop: 45.0 sq m (485 sq ft) Understairs Store: 1.3 sq m (14 sq ft) Store: 2.8 sq m (30 sq ft)

Toilet with WC and wash basin. Preparation Area: 10.2 sq m (109 sq ft)

Total Net Internal Area, Ground Floor: 59.3 sq m (638 sq ft)

First Floor (Self-contained Flat):

Living room with balcony, kitchen, landing/inner lobby with store, three bedrooms and bathroom/toilet with white suite comprising bath, wash basin and WC.

Outside:

Single car garage (interior not inspected).

Title Information

The property is held by way of a lease, having a term of 99 years (less 3 days) from 29th September 1968. We understand the annual ground rent is £175, subject to review, and additional rent.

Tenancy Details

We are informed by the Vendor the ground floor lock-up shop premises are subject to a tenancy at a rent of £200 per week, equating to £10,400, per annum.

We are further informed the first floor flat, 4A Wheeler Street, is subject to an Assured Shorthold Tenancy at a rent of £500 per calendar month.

Legal Documents

Available at www.cottons.co.uk

Viewings



*Guide Price: £72,000 - £78,000

94 Plumstead Road, Kingstanding, Birmingham, West Midlands B44 0EH

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property requires modernisation and improvement. Plumstead Road is located off Dulwich Road which in turn can be found off Brackenbury Road

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen, Bathroom having panelled bath, wash basin, Separate WC

First Floor

Three Bedrooms

Outside:

Front Lawned garden
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 16

*Guide Price: £100,000 - £110,000

I College Grove, Hamstead Road, Handsworth, Birmingham, West Midlands B20 2QT

Property Description:

A three storey mid-terraced property of brick constructions surmounted by a tiled roof set back from the road behind a walled foregarden. The property has been refurbished and includes UPVC double glazing and gas fired central heating and modern kitchen and bathroom fitments. College Grove is located off Hamstead Road (B4124) close to the junction of with Villa Road. The property is currently let on four Assured Shorthold Tenancy Agreements details of which are set out below.

Schedule of Tenancies

Room I: Let at £400 pcm (£4,800 per annum) Room 2: Let at £450 pcm (£5,400 per annum) Room 3: Let at £300 pcm (£3,600 per annum) Room 4: Let at £300 pcm (£3,600 per annum)

Current Total Rental Income

£1,450 pcm (£17,400 per annum)

We are advised by our Clients that the Total Net Rent recieved is approximately £14,100 per annum as the Gross rents include all bills (ie. Council Tax, Gas, Electricty, Water and Broadband).

Accommodation:

Ground Floor

Entrance Hallway, Front Reception Room Currently being used as Bedroom I, Communal Lounge, Kitchen, Stairs to

First Floor

Having Bedroom 2, Bedroom 3, Bathroom having panelled bath, wash basin and wc

Second Floor

Having Bedroom Four

Outside

(Front) Walled foregarden (Rear) Garden

Legal Documents – Available at www.cottons.co.uk Viewings – Via Cottons – 0121 247 2233









Freehold Vacant Takeaway Premises

*Guide Price: £75,000 - £79,000

85 Brades Road, Oldbury, West Midlands B69 2EB

Property Description:

A two storey semi-detached property of brick construction surmounted by a tiled roof directly fronting the pavement. The property was previous used a hot food takeaway. The property benefits from having UPVC double glazing and is offered for sale with all the existing fixtures and fittings.

Accommodation:

Ground Floor

Retail/Serving Area (23.6 mtr.sq), Kitchen (18 mtr.sq) Storage Area \times 2 and Side Entrance

First Floor

Two Rooms and WC

Outside:

Side Entrance

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 18

*Guide Price: £120,000 - £130,000

By Instuction of The Joint LPA Receivers 305 Birchfield Road, Perry Barr, Birmingham, West Midlands B20 3BX

Property Description:

A mid terraced retail shop of brick construction surmounted by a pitched tile clad roof and forming part of a busy parade containing a range of similar retail units. The property is set back from the road behind a paved pedestrian forecourt and is located between the junctions of Bragg Road and the Broadway within the centre of Perry Barr which includes The One Stop Shopping Centre and is surrounded by a dense residential catchment area. Birchfield Road (A34) provides direct access to both Birmingham City Centre being within approximately three miles distance to the south and the M6 Motorway (junction 7) being within approximately three miles distance to the north.

Tenancy Information

The property is currently let on an Annual Licence to Occupy which commenced 6th February 2014 at a monthly licence fee of £1,150 (£13,800 per annum).

Accommodation:

Ground Floor

Retails Shop/Supermarket, Office, Rear Retail Area, Rear Store Room with Kitchenette, Toilet with wc, Rear Entrance Hall, Hallway with stairs leading to first floor,

First Floor

Front Section/Store Room, Rear Section/Store Room

Gross Internal Area

Ground Floor: 112.61sq.mtrs (1,212sq.ft) First Floor: 55.95sq.mtrs (602sq.ft) Total: 168.56sq.mtrs (1,814sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:









Freehold Vacant Public House

*Guide Price: £100,000 - £115,000 (+VAT)

By Instruction of the Joint Administrators of Calco Pubs Limited The Stags Head, 79 Summer Lane, Birmingham, West Midlands B19 3NG

Property Description:

A freehold Public House of predominantly three storey rendered brick construction surmounted by a pitched tile clad roof and occupying a prominent position at the junction with Summer Lane and Brearley Street. The property is located within the inner ring road approximately half a mile distance to the south of Birmingham City Centre and forms part of a predominantly commercial area containing a range of retail trade outlets and manufacturing premises and is conveniently situated a short distance from New John Street West (A4540) providing access around the City Centre and leading directly to the Aston Express Way (A38M).

Accommodation:

Ground Floor

The accommodation is arranged around a central bar area comprising:

Entrance Hall, Public Bar and Pool Room, Side Entrance Hall, Rear Function Room and Bar, Rear Entrance Hall, Inner Hall, Ladies and Gents Toilets, Kitchen, access to large Cellar comprising Four Rooms.

First Floor

Hall, Stairs and Landing, Living Room, Dining Kitchen, Bedroom One, Inner Landing with fire escape and Bathroom with bath, glazed shower enclosure, wash basin and wc.

Second Floor

Three Bedrooms

Gross Internal Area

Ground Floor: 186.79sq.mtrs. (2010sq.ft.) First Floor: 85.27sq.mtrs. (917sq.ft.) Second Floor: 67.52sq.mtrs. (726sq.ft.)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233









LEGAL PACKS

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



Freehold Town Centre Retail Investment

*Guide Price: £80,000 - £88,000

2 Union Street, Willenhall, West Midlands WV13 IPA

Property Description:

A two storey mid terraced retail premises comprising of a ground floor retail shop with storage over and forming part of an established parade located within Willenhall Town Centre which contains a wide range of both local and national retailers including Boots the Chemist which is contained within the same development. Union Street provides a link between the pedestrianised Market Place area and Morrisons Superstore and accordingly benefits from a high level of pedestrian foot flow also enhanced by the presence of a bus stop adjacent to the parade. The Town Centre serves the predominantly surrounding resdential catchment area and is situated within approximately two miles distance to the west of the M6 Motorway (junction 10) and approximately three miles distance to the east of Wolverhampton City

Tenancy Information

The property is currently let as a knitwear and haberdashery shop trading as Panache on a full repairing and insuring lease for a term of 15 years from 10th July 2009 subject to five yearly rent reviews and at a current rental of £9,000 per annum. We understand the

existing tenant has been in occupation for the past 11 years.

Accommodation

Ground Floor

Retail Shop: 34.62sq.mtrs (372sq.ft) having roller shutter protection, Store Room: 15.61sq.mtrs (168sq.ft) with wash room and separate wc

First Floor

Stairs to Store Room: 30.12sq.mtrs (324sq.ft)

Gross Internal Area

Ground Floor: 50.23sq.mtrs (540sq.ft) First Floor: 30.12sq.mtrs (324sq.ft) Total: 80.35sq.mtrs (864sq.ft)



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233





LOT 21

Freehold Town Centre Retail Investment

*Guide Price: £80,000 - £88,000

4 Union Street, Willenhall, West Midlands WV13 IPA

Property Description:

A two storey mid terraced retail premises comprising of a ground floor retail shop with storage over and forming part of an established parade located within Willenhall Town Centre which contains a wide range of both local and national retailers including Boots the Chemist which is contained within the same development. Union Street provides a link between the pedestrianised Market Place area and Morrisons Superstore and accordingly benefits from a high level of pedestrian foot flow also enhanced by the presence of a bus stop adjacent to the parade. The Town Centre serves the predominantly surrounding resdential catchment area and is situated within approximately two miles distance to the west of the M6 Motorway (junction 10) and approximately three miles distance to the east of Wolverhampton City Centre.

Tenancy Information

The property is currently let as a hairdressing salon trading as Blondies on a full repairing and insuring lease for a term of 10 years from 21st October 2009 subject to five yearly rent reviews and at a current rental of £9,000 per annum.

Accommodation

Ground Floor

Retail Shop: 51.4sq.mtrs (553sq.ft) with store cupboard, Small Office: 2.13sq.mtrs (22sq.ft), Rear Entrance Hall, Wash Room and Separate WC

First Floor

Stairs to Additional Salon/Treatment Room: 14.52sq.mtrs (156sq.ft), Staff Room: 10.21sq.mtrs (109sq.ft)

Gross Internal Area

Ground Floor: 58.58sq.mtrs (630sq.ft) First Floor: 24.73sq.mtrs (266sq.ft) Total: 83.31sq.mtrs (896sq.ft)



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233







Freehold Town Centre Retail Investment

*Guide Price: £150,000 - £160,000

6 - 8 Union Street, Willenhall, West Midlands WVI3 IPA

Property Description:

A two storey mid terraced double retail premises comprising of a ground floor retail shop with storage over and forming part of an established parade located within Willenhall Town Centre which contains a wide range of both local and national retailers including Boots the Chemist which is contained within the same development. Union Street provides a link between the pedestrianised Market Place area and Morrisons Superstore and accordingly benefits from a high level of pedestrian foot flow also enhanced by the presence of a bus stop adjacent to the parade. The Town Centre serves the predominantly surrounding resdential catchment area and is situated within approximately two miles distance to the west of the M6 Motorway (junction 10) and approximately three miles distance to the east of Wolverhampton City Centre.

Tenancy Information

The property is currently let as a card and gift shop trading as Crazy Cards on a full repairing and insuring lease for a term of 10 years from 24th June 2011 subject to five yearly rent reviews and at a current rental of £16,000 per annum. The tenant has occupied the property for the past 13 years and has traded in Willenhall for a total of 32 years.

Accommodation:

Ground Floor

Double width Card and Gift Shop: 82.53sq.mtrs (888sq.ft) with roller shutter protection, Rear Store: 23.89sq.mtrs (257sq.ft) including Wash Room and Separate WC, Stairs to:

First Floor Storage: 57.77sq.mtrs (621sq.ft)
Gross Internal Area

Ground Floor: 106.42sq.mtrs (1,145sq.ft) First Floor: 57.77sq.mtrs (621sq.ft) Total: 164.19sq.mtrs (1,767sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233









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For further details and Terms & Conditions



Freehold Town Centre Retail Investment

*Guide Price: £80,000 - £90,000

10 Union Street, Willenhall, West Midlands WV13 IPA

Property Description:

A two storey end terraced retail premises comprising of a ground floor retail shop with storage over and forming part of an established parade located within Willenhall Town Centre which contains a wide range of both local and national retailers including Boots the Chemist which is contained within the same development. Union Street provides a link between the pedestrianised Market Place area and Morrisons Superstore and accordingly benefits from a high level of pedestrian foot flow also enhanced by the presence of a bus stop adjacent to the parade. The Town Centre serves the predominantly surrounding resdential catchment area and is situated within approximately two miles distance to the west of the M6 Motorway (junction 10) and approximately three miles distance to the east of Wolverhampton City

Tenancy Information

The property is currently let as a charity retail shop trading as St. Giles Hospice on a full repairing and insuring lease for a term of 10 years from 2nd April 2008 subject to five yearly rent reviews and at a current rental of £9,000 per annum. We understand the existing tenant has been in occupation for the past five years.

Ground Floor

Retail Shop: 54.16sq.mtrs (582sq.ft)

First Floor

Stairs to Storage/Staff Room with Kitchenette and Separate WC with wash basin: 24.71sq.mtrs (265sq.ft)

Gross Internal Area

Ground Floor: 54.16sq.mtrs (582sq.ft) First Floor: 24.71sq.mtrs (265sq.ft) Total: 78.87sq.mtrs (848sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233









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Freehold Retail/Office Premises with Vacant Possession

*Guide Price: £90,000-£100,000

10 Coton Lane, Erdington, Birmingham, B23 6TP

Property Description:

The property is situated in Erdington, approximatley 4 miles north of Birmingham City Centre.

The property is located within 100 metres of Erdington High Street, and Six Ways, Erdington, in a busy retail location and prominent and visible from Sutton New Road (A5127), one of the main routes leading from Sutton Coldfield into Birmingham City Centre.

The property comprises a three-storey, middle of terrace building, forming part of a parade of similar shop premises.

The property is of traditional brickwork construction with predominantly pitched tiled roofs.

The property comprises a ground floor shop with ancillary accommodation to the rear. The first and second floor premises may be approached separately via a side tunnel entry and comprise a series of offices, which have previously been separately let to produce useful rental income.

The upper parts may have potential for conversion or redevelopment for residential purposes, subject to statutory consents. It may also be possible to extend or improve the ground floor accommodation, thus providing a larger retail area.

The property has previously been occupied as a shop for the sale of vaccum cleaners and associated items.

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

Accommodation:

Retail Area: 160 sq ft (14.9 sq m)

Rear Office (potential retail space): 84 sq ft (7.8 sq m)

Store: 10 sq ft (0.9 sq m) Kitchen: 71 sq ft (6.6 sq m) Toilet with WC and wash basin

Covered Yard (including side access): 79 sq ft (7.3 sq m)

First Floor

Office (front): 192 sq ft (17.8 sq m) kitchen/Store: 68 sq ft (6.3 sq m) Toilet with WC and wash basin



Second Floor

Office (front): 142 sq ft (13.2 sq m), plus eaves

storage

Store (rear): 78 sq ft (7.2 sq m)

TOTAL NET INTERNAL AREA:

883 sq. ft. (82.0 sq m)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 25

*Guide Price: £60,000 - £66,000

24 Chiswell Road, Birmingham, West Midlands B18 4DW

Property Description:

An end terraced property of brick construction surmounted by a pitched tile clad roof situated directly fronting the pavement. The property benefits from having part UPVC double glazed windows and gas fired central heating. Chiswell Road is located off Dudley Road (A41) close the junction with City Road (A4040) and the property is within approximately one quarter mile distance from City Hospital. The property is currently let on an Assured Shorthold Tenancy at a rental of £480 per calendar month (£5,760 per annum)

Accommodation:

Ground Floor

Entrance Hall, Front Reception Room, Rear Reception Room, Kitchen.

First Floor

Stairs and Landing, Two Bedrooms, Bathroom having panelled bath, pedestal wash basin and wc

Outside:

Rear - garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:





Prominent Freehold Takeaway Investment

*Guide Price: £60,000 - £70,000

278 Hagley Road West, Oldbury, West Midlands B68 0NR

Property Description:

A hot food takaway premises comprising of a traditional built two storey mid terraced property of brick construction surmounted by a pitched slate clad roof and situated fronting Hagley Road West between the junctions of Birch Road and Gateley Road and located approximately 100 mtrs to the west of Wolverhampton Road (A4123). The property benefits from a high volume of passing trade and is surrounded by a dense residential catchment area. The property also benefits from rear vehicular access and car parking.

Tenancy Information

The property is currently let on a lease for a term of 15 years from 19 May 2014 at a rental of £6,760 per annum on full repairing and insuring terms and subject to five yearly rent reviews .

Accommodation:

Ground Floor

Retail Area: Aluminium Shop Front with roller shutter protection, Kitchen, Preparation Room, Freezer/Store Room, Toilet

First Floor

Two Rooms and a Bathroom with bath, pedestal wash basin and wc

Outside:

Front: Paved forecourt

Rear: A long paved yard area accessed by way of a shared rear driveway and providing off road parking/loading facility

Net Internal Area:

Ground Floor: 42.95sq.mtrs (462sq.ft) First Floor: 30.09sq.mtrs (323sq.ft) Total: 73.04sq.mtrs (786sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233





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A Much Improved Freehold House with Vacant Possession *Guide Price: £70,000 - £79,000

61 Beech Road, Wednesbury, West Midlands, WS10 9NR





Property Description:

A highly presentable and much improved semi detached house of brick construction surmounted by a replacement pitched interlocking tile clad roof, providing well laid out accommodation and benefiting from UPVC double glazed windows and external doors, gas fired central heating, presentable condition throughout, rear sun room extension, off road car parking and generous rear garden. The property is ideally suited to an owner occupier or investor. Beech Road comprises of a cul-de-sac which leads via Ash Road off Woden Road North and the property forms part of a predominantly residential area located approximately one mile distance from the M6 Motorway (junction 9) and approximately two and a half miles distance to the west of Walsall Town Centre.

Accommodation

The accommodation which must be inspected to be appreciated comprises:

Ground Floor

Entrance Hall, Lounge, Breakfast Kitchen, Cloak



Room with wc, Sun Room/Dining Room with solid fuel log burner

First Floor

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

Outside:

Front: Paved foregarden providing off road car parking

Rear: Pedestrian side access to paved patio, predominantly lawned garden and a large shed.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233









Freehold Builders' Yard with Redevelopment Potential - Vacant Possession *Guide Price: £180,000 - £195,000

By Instructions of Mr & Mrs C Keeling who are Retiring 55 to 57 Cambridge Street, West Bromwich, West Midlands, B70 8HG



Property Description:

A unique opportunity to purchase a town centre builders' Merchants having been established for in excess of 30 years and specialising in the manufacture and casting of coping stones supplied to various builders merchants and tradesmen. The property comprises of a substantial two storey detached premises which contains retail space, office, storage/workshop accommodation along with two informally part converted flats, a single storey workshop unit and partly covered storage yard areas which benefit from vehicular access off Cambridge Street. The main property is of traditional brick construction, predominantly surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows and gas fired central heating. The additional storage/workshop accommodation is built of concrete block with flat roofs. Cambridge Street is situated off Oak Road and the property forms part of a predominantly residential area located within approximately one third of a mile distance from West Bromwich Town Centre and approximately one and a hlaf miles distance from the M5 Motorway (junction I)

Accommodation:

Main Building

Ground Floor: Five Rooms comprising: Retail Area, Office, Three Workshops/Stores with Staff Toilet.

First Floor: Side Entrance Hall, Stairs and Landing, Five Rooms with Bathroom and Hallway currently laid out as Two Partly Converted One Bedroom Flats

Outside: Single Storey Workshop Premises, Covered Yard Area/Additional Workshop, External Storage Yard Areas to front and side of premises.

Gross Internal Areas

Ground Floor: 78.92sq.mtrs (849sq.ft)
First Floor: 78.92sq.mtrs (849sq.ft)
Total: 157.84sq.mtrs (1,699sq.ft)
Single Storey Workshop Premises: 31.78sq.mtrs (342sq.ft)
Covered Yard/Workshop: 26.89sq.mtrs (289sq.ft)

Total Site Area: 351.87sq.mtrs (3,787sq.ft)

Planning

The property may be suitable for a variety of uses including redevelopment and all interested parties should contact the Local Planning at Sandwell MBC to discuss any proposals which they may have prior to bidding.



Viewings: Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk





33 Market Place, Willenhall, West Midlands WVI3 2AA



Property Description:

Willenhall is a medium sized town in the Black Country, located approximately 3 miles east of Wolverhampton and 4 miles west of Walsall.

The National Motorway Network is readily accessible via the Black Country route (A454), at Junction 10 of the M6 Motorway, approximately 2 miles to the east.

The property occupies a central location within Willenhall Town Centre, where the majority of the retail and commercial activity of the town takes

The property comprises a substantial and imposing three-storey building of traditional brickwork construction, with a pitched slate roof. The property may be approached via the pedestrianised Market Place entrance at the front, where the towns retailing activity takes place, or a vehicular and pedestrian access to the rear, leading off Upper Lichfield Street and close to the newly constructed Morrisons Superstore.

The building provides self-contained office accommodation, with gas fired central heating and partial secondary glazing.

The building contains a wealth of period features, including original internal joinery and, in particular, a spindle balustrade staircase, connecting the various floors.

The accommodation benefits from good natural lighting within most rooms, supplemented by fluorescent strip lights, perimeter powerpoints, carpets and security grilles to the majority of the windows.

The property is offered with vacant possession and is likely to be of interest to owner-occpuiers and developers.

Accommodation Ground Floor

Reception Hall/Waiting room: 58sq ft (5.4sq m)
Reception Office (1): 180 sq ft (16.7 sq m)
General Office (2): 144 sq ft (13.4 sq m)
Computer Room/Store: 77 sq ft (7.2 sq m)
Boiler Room/Store: 66 sq ft (6.1 sq m)
Rear Access Lobby: 65 sq ft (6.0 sq m)
Rear Office (3): 97 sq ft (9.0 sq m)
Kitchen Area: 65 sq ft (6.0 sq m)
Men's Toilets
Ladies' Toilets

Cellar/Storage: 527 sq ft (49.0 sq m)

First Floor

Reception landing with doors radiating off to:
Front Office (4): 196 sq ft (18.2 sq m)
Front Office (5): 180 sq ft (16.7 sq m)
Waiting Room/Office (6): 75 sq ft (7.0 sq m)
Filing Room/Rear Office (7): 120 sq ft (11.1 sq m)
Rear Office (8): 86 sq ft (8.0 sq m)
Filing Room/Rear Office (9): 100 sq ft (9.3 sq m)

Outside:

Second Floor

Access landing with doors off to:
Front Office (10): 198 sq ft (18.4 sq m)
Front Office (11): 185 sq ft (17.2 sq m)
Office (12): 75 sq ft (7.0 sq m)
Rear Office (13): 174 sq ft (16.2 sq m)
Rear Office (14): 125 sq ft (11.6 sq m)

TOTAL NET INTERNAL AREA: 2,127 sq ft (197.6 sq m), plus cellar and storage rooms.

There is a car park to the rear of the property approached via Upper Lichfield Street ,with approximately 15 car parking spaces.

Site Area: 0.16 acres (635.8 sq m)

Planning:

The property has potential for re-development or conversion for alternative uses and interested parties should make enquiries of the Local Planning Authority, Walsall Metropolitan Borough Council.

The property is Grade II Listed as of special architectural and historic importance.

Legal Documents:

Available at www.cottons.co.uk

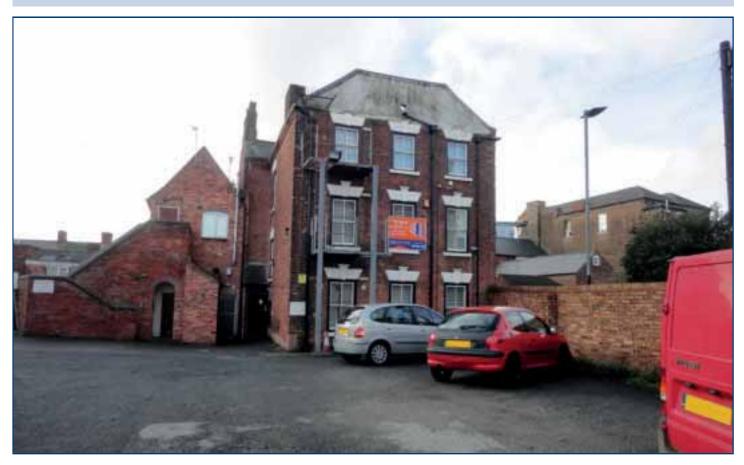
Viewings:

Via Cottons - 0121 247 2233.





Commercial Property with Vacant Possession *Guide Price: £150,000-£165,000

















Long Leasehold Modern Retail Premises with Vacant Possession*Guide Price: £200,000 - £230,000

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



Property Description:

A Long Leasehold modern retail property forming part of a parade of similar units, in a complex known as 'Heritage Court'. The property, constructed in 2001 benefits from an 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 which is currently undergoing significant and continued redevelopment. The City Centre is located within approximately half a mile to the South East. The property has been let for several years as a hairdressing salon and is adaptable to a variety of alternative retail and office uses subject to obtaining planning consent where

Tenure:

The property is subject to a Long Leasehold interest for a term of 125 years which commenced I September 2001. A copy of the lease is available within the legal pack.

Accommodation **Ground Floor**

Retail Area, Rear Store area partitioned to provide additional accommodation, Toilets, Kitchenette and Store Room Total Net Internal Area: 181.6sq.m. (1,954sq.ft.)

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk





22



Freehold Investment *Guide Price: £65,000 - £69,000

138 Stringes Lane, Willenhall, West Midlands WV13 1LX

Property Description:

A semi-detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Stringes Lane close to the junction with Slater Street. The property is currently let on an Assured Shorthold Tenancy producing a rental of £370 pcm (£4,400 per annum).

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Kitchen

First Floor

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

Outside:

Front Paved foregarden allowing for off road parking Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Leasehold Vacant Possession

LOT 32

*Guide Price: £28,000 - £34,000

34 Churchfield Avenue, Tipton, West Midlands DY4 9NF

Property Description:

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

Accommodation:

Ground Floor

Communal Entrance, Stairs and Landing

First Floor

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

Outside:

Surrounding communal gardens and parking area

Leasehold Information:

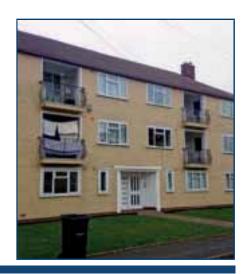
Lease Term: 27th March 1987 to 1st July 2084 Ground Rent: £36 rising to £72 and additional rent Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL www.cottons.co.uk













Freehold Commercial Property with Vacant Possession *Guide Price: £65,000-£75,000

Unit 29 James Road Business Centre, Tyseley, Birmingham, BII 2BA

Property Description:

The property is situated at the entrance or gateway to James Road Business Centre, in the well-established industrial area of Tyseley, approximately 3 miles south east of Birmingham City Centre.

Easy access is available to the National Motorway Network at Junction 6 of the M6 and M42 Motorway's respectively, both of which are within approximately 5 miles of the property.

The National Exhibition Centre, Birmingham International Airport and Birmingham International Railway Station are located approximately 6 miles to the east and may be approached via the A45 dual carriageway.

The property comprises a two-storey building of brickwork construction with a flat roof.

The property is currently arranged to provide good quality office accommodation at both ground floor and first floor levels

The accommodation has been refurbished to a high standard to include gas-fired central heating, UPVC double glazed windows and doors, part-suspended ceilings with inset lighting, carpeting and floor finishes throughout, a dado trunking system with cabling access and perimiter powerpoints. All of the windows and doors are protected by electrically operated external shutters.

Although presently arranged to provide an office building, the property could be re-configured to provide a combination of warehouse, workshop or research and development type accommodation, all within permitted development rights under current planning legislation.

The property has its own dedicated car parking area adjoining the building, with allocation for up to 4 cars.

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

Accommodation:

Ground Floor

Partitioned to provide reception, general office or potential showroom, store, private office, inner lobby and male and female toilets.

Gross Internal Area: 748 sq ft (69.5 sq m)



First Floor

An open plan office partitioned to provide, manager's office and kitchenette.

Total Gross Internal Area:748 sq ft (69.5 sq m)

Total Gross Internal Area of Entire Building: 1496 sq ft (139.0 sq m)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



--- Legal Documents Online ---



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

Service Provided By The Essential Information Group Ltd www.eigroup.co.uk 0870 112 30 40 Please note all Legal Packs are available on our website and all parties wishing to inspect a Legal Pack must register their correct details and password with the site. The Legal Packs are updated regularly during our marketing but documents may be added or changed during this period prior to the auction. Whilst we will endeavour to inform all persons registered for Legal Packs of any changes it is the responsibility of all bidders to re-check the Legal Packs for any changes prior to bidding and the Auctioneers/
Vendors accept no liability whatsoever for a bidder not adhering to this advise.



Leasehold Investment *Guide Price: £28,000 - £34,000

8 Churchfield Avenue, Tipton, West Midlands DY4 9NF

Property Description:

A purpose built first floor flat forming part of a three storey block situated in a cul-de-sac located off Lichfield Street which in turn leads off Upper Church Lane (B4163). The property provides generous and well laid out accommodation which benefits from three bedrooms, gas fired central heating and UPVC double glazing and further benefits from communal parking to the rear. The property is currently let on two separate Assured Shorthold Tenancy Agreements producing a total rental of £452 per calender month (£5,424 per annum).

Tenancy Information:

Tenant I - £238 per month £2,856 Tenant 2 - £214 per month £2,568

Accommodation **Ground Floor**

Communal Entrance, Stairs and Landing

First Floor

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

Outside:

Surrounding communal gardens and parking area located to the rear

Leasehold Information:

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

Ground Rent: £36 rising to £72 and

additional rent

Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 35

Freehold Land with Planning Consent for Two Dwellings *Guide Price: £30,000 - PLUS

Land Corner of Mason Street & Hospital Street, Bilston, West Midlands WV14 9SZ

Property Description:

A parcel of freehold land irregular in shape extending to an area of 0.124 acres (505sq.mtrs) and prominently situated at the junction of Mason Street and Hospital Street The land previously contained a detached derelict bungalow known as 58 Mason Street and benefits from a recent planning consent for the erection of a pair of three storey 3 bedroom semi detached houses. The property forms part of a predominantly residential area and Mason Street leads directly off Birmingham New Road, approximately two miles distance to the north of Dudley Town Centre.

Planning

Planning consent was granted by Dudley Metropolitan Borough Council (Ref: P14/0684) on 10th July 2014 for the erection of two dwellings. The Architect's plans approved with the consent detailed a pair of three storey semi detached houses having the following proposed accommodation:

Proposed Accommodation (Each Dwelling)

Ground Floor: Entrance Hall, Cloak Room with wc, Kitchen, Lounge, Dining Room First Floor: Stairs and Landing, Bathroom with wc. Two Bedrooms

Second Floor: Stairs and Landing, Bedroom Three with En-suite Shower Room having wc **Outside:**

Front and rear gardens with parking

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



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







Freehold Land with Potential *Guide Price: £15,000 - £20,000

Land Adj to, 63 Kirkwood Avenue, Erdington, Birmingham, West Midlands B23 5QQ

Property Description:

A parcel of land rectangular in shape extending to an area of approximately 196sq.mtrs (2,109sq.ft) and currently comprising of open grass land.

The land is situated adjacent to 63 Kirkwood Avenue at the head of a cul-de-sac and forms part of a modern residential development which is located off Goosemoor Lane and which in turn leads directly off Gravelly Lane

The land forms part of a predominantly residential area and is located approximately one mile distance to the north of Erdington High Street which provides access to a range of local amenities and services.

Planning

The land is situated between numbers 61 and 63 Kirkwood Avenue and may provide scope for future development subject to obtaining planning consent from the local planning department at Birmingham City Council. It is assumed that all interested parties have made their enquiries prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only





LOT 37

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

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

Property Description:

A parcel of freehold land rectangular in shape extending to an area of approximately 274 sq.mtrs. and situated fronting Oak Green to the rear of number 159 Old Park Road. The site benefits from a recent planning consent for the erection of 2 three storey three bedroom detached houses and forms part of a residential area known as Wren's Nest. Old Park Road leads directly off Burton Road and the property is located approximately one and a half miles distance to the north west of Dudley Town Centre.

Planning

The property Benefits from full planning consent granted by Dudley Metropolitan Borough Council (Ref: P14/0318) and dated 19th May 2014 for the erection of 2 dwellings. The Architect's plans approved with the consent (Revised December 2014) detailed a pair of detached three storey houses each having the following proposed accommodation:

Accommodation:

Proposed Accommodation (Each Dwelling)

Ground Floor

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

First Floor

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

Second Floor

Stairs and Landing, Bedroom Three

Driveway providing off road car parking and rear garden

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only











Freehold Residential Development Land *Guide Price: £150,000 PLUS (+VAT)

Land off Cole Street and Double Row, Dudley, West Midlands, DY2 9PA



Property Description:

A parcel of freehold land extending to an area of approximately 0.28 acres and benefiting from planning consent for the erection of five detached dwellings. The site is roughly rectangular in shape and benefits from dual frontage to both Cole Street and Double Row forming part of a predominantly residential area. Cole Street leads off Halesowen Road (A459) and the site is located approximately half a mile distance to the north of Cradley Heath and approximately two miles distance to the south of Dudley Town Centre. The site was formerly occupied by a public house which has since been demolished and cleared.

Planning:

Planning consent was granted by Dudley Metropolitan Borough Council (Ref: P14/0592) dated 12th June 2014 for the erection of five dwellings. The Architect's plans approved detailed a development of two dwellings fronting Cole Street and three dwellings fronting Double Row with each property containing the following proposed accommodation.



Proposed Accommodation Ground Floor

Reception Hall, Cloak Room with wc and wash basin, Dining Kitchen, Living Room

First Floor

Stairs and Landing, Master Bedroom with En-suite Shower Room, Bedroom Two, Bedroom Three, Family Bathroom with wc

Outside:

Front: Foregarden and driveway providing off road parking

Rear: Garden

Note: A copy of the planning consent and Architect's drawings are available from the Auctioneer's offices or to download from Dudley MBC website quoting the planning reference number.

Viewings: External Only

Legal Documents:

Available at www.cottons.co.uk







Freehold Industrial Premises/Retail Warehouse with Vacant Possession

*Guide Price: £200,000 - £230,000 + VAT

Relocation Sale due to Expansion of Existing Business Unit 17, Radius Industrial Estate, Heath Road, Wednesbury, West Midlands, WS10 8XE





Property Description:

A substantial industrial/warehouse premises of primarily brick construction bneath a pitched steel framed roof incorporating translusant roof lights. The property includes an internal two storey office premises with reception, kitchenette and toilets along with an additional storage unit/compresser room attached to the front elevation. Access to the property is by way of both a personal door and electric roller shutter door providing vehicular access. The property is long established as a tyre retail depot and is being sold due to the relocation and expansion of the existing business. The property is situated on an industrial estate accessed by way of a shared driveway and forms part of a mixed use area containing a range of both industrial and residential properties and is well located for access to the M6 Motorway (junction 10) being within approximately one mile distance to the north.

Accommodation: **Ground Floor**

Industrial/Warehouse Premises with an internal office unit comprising Customer Entrance, Customer Toilets with wash basin, Waiting



Room/Reception, Office, Staff Toilet with wash basin, Two Mezzanine Offices and Staff Room, Additional Store/Compresser Room

Outside:

Forecourt/front yard area providing customer parking and access

Gross Internal Area:

920.71sq.mtrs (9,910sq.ft) . Eaves Height approximately 5.05mtrs (16.6ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233









Freehold Shop/Residential Units - Part Income Producing *Guide Price: £190,000-£205,000

769-771 Warwick Road, Tyseley, Birmingham, BII 2HA



Property Description:

The property is located on the southern side of Warwick Road (A41) close to its junction with Wharfdale Road (B4146) approximately four miles southeast of Birmingham City Centre.

The property is located in a mixed use retail and residential area and is close to a large Cousins Furniture Store.

The property comprises a two/three storey middle of terrace building of brickwork construction with a pitched slate roof. There are single storey extensions to the rear of the property, There is also a large, modern pre-fabricated warehouse building at the rear of the site.

The property provides a larger style ground floor retail unit and five letting bedrooms above, four of which are occupied and income producing.

The ground floor shop premises have been occupied as a furniture shop for an extended period and are offered with vacant possession. The uppler floors provide significant rental income.

The property is likely to be of interest to owneroccupiers and private investors

Ground Floor

Retail Area - 76.8 sq.mtrs (827 sq.ft) Covered Yard, Toilet with WC and wash basin Warehouse 102.3 sq.mtrs (1101 sq.ft)

Total Net Internal Area Ground Floor: 179.1 sq.mtrs (1,928 sq.ft)

First Floor

Landing, Kitchen, Bathroom/toilet, Three Letting Bedrooms

Second Floor

Two Letting Bedrooms

Outside:

Yard and Toilet

Note

The auctioneers have not inspected the letting bedrooms and the information supplied has been provided by the Vendor

Tenancy Details

We are informed by the Vendor that the letting bedrooms are occupied and provide a schedule of income, as follows:

First Floor:

Room 3 - Void

Room 4 - £70 per week

Room 5 - £60 per week

Second Floor

Room I - £50 per week

Room 2 - £50 per week

Thus, the two upper floors currently provide a gross rental income of £11,960 per annum.

Room 3 has, until recently, been let at £70 per week. There is therefore the reasonable prospect of the upper floors generating a gross annual rental income of £15,600 on achieving fully occupancy.

Completion Date: Completion will be 56 days from exchange of contracts or sooner by mutual agreement.

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk







*Guide Price: £54,000 - £58,000

III Brantley Road, Birmingham, West Midlands B6 7DN

Property Description:

A ground floor two bedroomed maisonette of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC glazing (majority double glazed) and gas fired central heating. Brantley Road is located off Wyrley Road and Tame Road both of which can be found off Witton Road.

Accommodation: Ground Floor

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

Outside:

Front : Garden Rear : Garden

Leasehold Information:

Term: 125 Years from 7th March 1988

Ground Rent: £10

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233







Freehold Commercial Property - Part Investment *Guide Price: £50,000-£60,000

LOT 42

Property Description:

Walsall is a large industrial town, located approximately 8 miles north west of Birmingham and 6 miles east of Wolverhampton.

The National Motorway Network is readily accessible at Juntion 10 of the M6, approximately 2 miles to the west.

The subject property is located within the heart of Walsall Town Centre, close to the prime pedestrianised retail area, and within the central business district.

The property comprises a two-storey building of brickwork construction with a pitched, interlocking concrete tiled roof. The accommodation is arranged to provide storage premises at ground floor level. The first floor accommodation has recently been refurbished to a good standard, providing self-contained commercial premises approached via an external staircase and having a cellular layout, with recently re-fitted kitchen and toilet facilities.

The premises are are offered for sale with part vacant possession and are considered likley to be of interest to a whole range of commercial property occupiers as well as private investors.

The ground floor sub-station premises have been sold by way of a long lease at a nominal rent

Accommodation:

(offered with vacant possession)

Ground Floor

Store: 191 sq ft (17.7 sq m)

First Floor

Rear of 47-55 Bridge Street, Walsall, WSI IJQ

(Approached via an external staircase)

Hall/Inner Lobby

Kitchen, toilet and 5 separate rooms.

Gross Internal Area:

1,038 sq ft (96.5 sq m)

TOTAL GROSS INTERNAL AREA ENTIRE BUILDING:

1,229 sq ft (114.2 sq m)

Tenancy Information:

Part of the premises comprising an electricity sub-station are subject to a lease for a term of 99 years from 7th September 1989, at a rent of £1.00 per annum. Please see the legal pack for full tenancy details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233.



Note:

Access to the property is approached via Intown Row, Walsall - at the side of Royal Bank of Scotland.

The sub-station premises have not been inspected by the Auctioneers.



Freehold Ground Rent

LOT 44 *Guide Price: £1,500 - £2,000

Freehold Ground Rent *Guide Price: £1,500 - £2,000

FGR 37 Belgrave Road, Tamworth, Staffordshire B77 2LS



Property Description:

A freehold residential ground rent secured upon a modern two storey end terraced house situated in a culde-sac located off Begrave Road and including a lock up garage located in an adjacent block.

The property is subject to a long lease for a term of 99 years from 29th September 1976 at a ground rent of £30 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

FGR 43 Belgrave Road, Tamworth,

Staffordshire B77 2LS

Property Description:

A freehold residential ground rent secured upon a modern two storey end terraced house situated in a culde-sac located off Begrave Road and including a lock up garage located in an adjacent block.

The property is subject to a long lease for a term of 99 years from 29th September 1976 at a ground rent of £30 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 45

Freehold Ground Rent *Guide Price: £4,000 - £5,000

FGR I St. Nicholas Close, Austrey, Atherstone, Warwickshire CV9 3EQ



Property Description:

A freehold residential ground rent secured upon a semi detached dormer bungalow located in a cul-de-sac in the popular North Warwickshire Village of

The property is subject to a long lease for a term of 99 years from 25th March 1963 at a ground rent of £16 per annum

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

Viewings:

Not Applicable



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



Freehold Vacant Possession *Guide Price: £105,000 - £112,000

48 Unett Street, Newtown, Birmingham, West Midlands B19 3BN

Property Description:

A mid-terraced four bedroomed property of brick construction surmounted by a tiled roof set back from the road behind a grass verge and lawned forgarden. The property itself benefits from having UPVC double glazing and gas fired central heating and if offered for sale in a presentable condition throughout. Unett Street is located off Well Street which leads directly off New John Street West (A4540) and the property is within approximately one mile from Birmingham City Centre.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Side Entrance providing WC and store room

First Floor

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

Front Lawned foregarden Rear Lawned Garden

Legal Documents: Available at

www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233









LOT 47

*Guide Price: £65,000 - £70,000

Freehold Vacant Possession

4 Oak Avenue, West Bromwich, West Midlands B70 8QH

Property Description:

A three bedroomed 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 had some refurbishment works carried out and includes UPVC double glazing, gas fired central heating and various re plastering works. Oak Avenue is a cul-de-sac located off Hazelbeech Road which in turn is located off Oak Lane

Accommodation:

Ground Floor

Entrance Porch, Lounge, Kitchen, Rear Lobby and WC.

First Floor

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

Outside:

Front Walled foregarden Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:









Leasehold Vacant Possession *Guide Price: £42,000 - £46,000

Flat 50 Normanton Tower, Portfield Grove, Birmingham, West Midlands B23 5UB

Property Description:

A well laid out two bedroom flat situated on the eighth floor of a purpose built block and benefiting from gas fired central heating and being offered for sale in presentable condition throughout. Portfield Grove is located off Beechmount Road close to where the Sutton Road and Chester Road meet.

Please Note: The property will be sold as seen including all fixtures, fittings and furniture.

Accommodation:

Ground Floor

Communal Entrance, Lifts and Stairs

Sixth Floor

Entrance Hallway, Reception Room, Kitchen, Two Bedrooms, Shower Room having shower cubicle, pedestal wash basin, and

Outside:

Communal gardens and parking

Term: 125 Years from 8 August 1994 Ground Rent: £10 per annum Service Charge: Refer to legal pack

Legal Documents - Available at www.cottons.co.uk Viewings - Via Cottons - 0121 247 2233









LOT 49

Freehold Vacant Possession *Guide Price: £74,000 - £79,000

50 Dibble Road, Smethwick, West Midlands B67 7PY

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from UPVC double glazed windows/external doors and gas fired central heating but in need of modernisation and improvement. Dibble Road forms part of an established and popular residential area and is located directly off High Street which provides access to a wide range of local amenities and services. The property is conveniently located approximately one mile distance from the M5 Motorway (junction 1) and approximately three miles distance to the west of Birmingham City Centre.

Accommodation:

Ground Floor

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

Bathroom with modern suite comprising panelled bath having shower over, pedestal wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Foregarden Rear: Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:





Freehold Investment, Detached Bungalow (1.56 Acres). *Guide Price: £450,000 PLUS

2 Crumpfields Lane, Redditch, Worcestershire, B97 5PN



Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road behind a gavelled driveway giving access to a garage and mature gardens extending to approximately 1.56 acres. The property benefits from having UPVC double glazing and gas fired central heating. The property is situated on Crumpfields Lane close to the junction with Heathfield Road and Green Lane and being approximately two miles to the North East of Redditch Town Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £1,000 per annum (£12,000 per annum)

There are restrictions on parts of the garden in favour of former owners requiring overage payments in the event of the site being redeveloped. Please refer to legal pack for further information

Please note : The Auctioneers have not been able to inspect the accommodation however believe from the joint agents that it is as follows:

Accommodation:

Ground Floor

Entrance Hallway, Three/Four Reception Rooms, Two Bathrooms, Kitchen, Conservatory and Two Bedrooms.

First Floor

Two Bedrooms

Outside

Gravelled driveway, garage and mature gardens extending to approximately 1.65 acres

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk









*Guide Price: £60,000 - £66,000

Land at Merrington, Moss Road, Wrockwardine Wood, Telford, Shropshire TF2 7BL

Property Description:

A parcel of freehold land extending to an area of approximately acres (1002 mtr.sq) and predominantly fronting Moss Road. The land is situated close to the junction with St.Georges Road and benefits from having planning permission granted in full for the erection of I detached dwelling.

Planning

Planning permission was granted by Telford and Wrekin Council (Ref: TWC/2014/0386) and dated 7th July 2014 for the erection of I replacement detached dwelling

Proposed Accommodation Ground Floor

Entrance Hallway, Lounge, Dining Room, Dining Kitchen, Study and Bedroom, WC, Stairs to

First Floor

Having Bedroom I with en-suite bathroom having panelled bath, wash basin, WC and shower cubicle, Bedroom 2 having en-suite shower room having shower cubicle, wash basin and WC

Outside:

Front: Lawned foregarden and driveway giving access to double garage

Rear: Lawned garden

Please Note: A copy of the Planning Consent and Architects Drawings are available for inspection from the Telford and Wrekin Council web page

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233







LOT 52

*Guide Price: £120,000 - £125,000

3 Rachel Gardens, Birmingham, West Midlands B29 6NY

Property Description:

A three bedroomed end terrace property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from UPVC double glazing and gas fired central heating. Rachel Gardens is a cul-de-sac located off Frederick Road which in turn can be found off Gibbons Road.

Accommodation:

Ground Floor

Entrance Hallway, Through Lounge, Kitchen, Pantry Cupboard, Lean-to having utility area

First Floor

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

Outside:

Front Lawned foregarden Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233









Leasehold Vacant Possesion *Guide Price: £44,000 - £48,000

Flat 8, 8 Broadmeadow Close, Kings Norton, Birmingham, West Midlands B30 3NG

Property Description:

A first floor flat forming part of a purpose built block of brick construction set back from the road behind communal parking area and lawned gardens. The flat benefits from having UPVC double glazing and electric heating. Broadmeadow Close is located off Broadmeadow Lane

Accommodation:

Ground Floor

Communal Entrance, Landing and Access to Stairs

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

Communal gardens and parking area

Leasehold Information:

Term: 125 years from 31st October 1983

Ground Rent: £10

Service Charge: Refer to legal pack







LOT 54

Freehold Vacant Possession *Guide Price: £78,000 - £85,000

55 Causeway, Rowley Regis, West Midlands B65 8AA

Property Description:

A mid terraced property or brick construction directly fronting the pavement and surmounted by a tiled roof. The property benefits from having been fully refurbished to include a full electrical rewire, newly installed gas fired central heating system, modern kitchen and bathroom fitments and replastered throughout. Causeway is located off Birmingham Road (B4171) which in turn can be found off Henderson Way (A4100)

Accommodation:

Ground Floor

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

First Floor

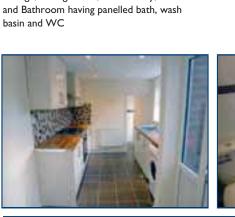
Landing, Three Bedrooms

Outside

(Rear) Garden

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

Viewings - Via Cottons - 0121 247 2233









Freehold Vacant House Containing Two Seperate Flats *Guide Price: £85,000 - £90,000

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

Property Description:

A traditional two storey end terraced house of brick construction surmounted by a pitched slate clad roof having been informally converted into two separate flats each benefiting from UPVC double glazed windows, separate gas fired central heating systems and separate meters. The property forms part of an established residential area and Westminster Road is situated between Church Hill Road and Wellington Road (A4040), the latter providing direct access to Perry Barr which contains a wide range of retail amenities and services including The One Stop Shopping Centre and Perry Barr Railway Station.

Accommodation

Shared Entrance Hall

Ground Floor Flat

Two Bedrooms, Living Room, Kitchen, Bathroom with bath, wash basin and wc

First Floor Flat

Entrance Hall, Stairs and Landing, Two Bedrooms, Lounge, Kitchen, Shower Room with wash basin, Separate Toilet

Outside:

Front: Walled foregarden Rear: Yard and overgrown garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233







Birmingham Investors...

Want to increase your knowledge & skills in Property Investing?



We highly recommend you attend the Property Investors Network meeting on Thursday 19th March 2015 at the Crowne Plaza, NEC, Birmingham. The meeting will provide you with up-to-date information on the ever changing property market, whilst increasing your knowledge & skills in property investment.

- Med & newcork with follow improvings
- E State manages, Namely & experience
- March with Brokers, Solutions & new contact



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

Want details of other meetings?

- Just go to : www.pinmeeting.co.uk

LEGAL PACKS

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

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

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

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

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



*Guide Price: £66,000 - £72,000

6 Woden Road, Wolverhampton, West Midlands WVI0 0AU

Property Description:

A detached property of rendered brick construction surmounted by a tiled roof situated on a double width plot set back from the road behind a walled foregarden and side driveway giving access to a rear garage providing secure off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Woden Road is located off Cannock Road.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Inner Lobby, Kitchen and Wet Room having shower, wash basin and WC

First Floor

Two Bedrooms

Outside:

Front Walled foregarden and driveway allowing access to brick built garage to the rear providing secure off road parking

Rear Garden and Garage

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons - 0121 247 2233





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



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £495 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £195 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits Bank/Building Society draft may be paid by the following methods

Debit/Credit Card

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

Personal/Company Cheque

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

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

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





Freehold Retail Premises with 3 Flats - Vacant Possession

*Guide Price: £80,000-£90,000

25 High Street, Lye, Stourbridge, DY9 8LB

Property Description:

Lye is a District of Stourbridge, located within the Metropolitan Borough of Dudley and approximately 10 miles west of Birmingham City Centre.

The property is located on the northern side of the High Street, in the principal retail and commercial area of Lye Town Centre.

The property comprises a three-storey, middle of terrace building, of brickwork construction, partially rendered, with a pitched roof. There are single storey additions to the rear of the main building, again of brickwork construction with flat mineral felt roofs

The property provides ground floor lock-up shop premises, with ancillary accommodation towards the rear and useful basement storage space. The shop currently has no toilet. There is a shared tunnel entry to the side of

the building, providing separate access to three self-contained flats, both above and to the rear of the shop premises.

The ground floor shop premises were formerly occupied as a hairdressing salon and, until recently, the flats were let and produced useful rental income.

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

Ground Floor

Retail Area: 613 sq ft (56.9 sq m) Store: 119 sq ft (11.1 sq m) Kitchen: 77 sq ft (7.2 sq m)

Total Net Internal Area Ground Floor: 809 sq ft (75.2 sq m) Cellar Storage: 354 sq ft (32.9 sq m)

25a (Ground Floor Flat)

Living room/kitchen, bathroom/toilet and bedroom.

First Floor 25b (First Floor Flat)

Not inspected by the Auctioneers, although believed to comprise a one-bedroom flat.

Second Floor

25c (Second Floor Flat)

Living room, kitchen, landing, bathroom/toilet and bedroom.

Legal Documents:

Avaialble at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



*Guide Price: £55,000 - £59,000

LOT 58

159 Central Drive, Dudley, West Midlands DY3 2QL

Property Description:

An end terrace property of brick construction surmounted by a tiled roof set back from the road behind a walled forgarden. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition. Central Drive is located off Grosvener Road and Himley Road (B4176).

Accommodation:

Ground Floor

Entrance Hallway, Through Lounge, Kitchen

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 58A

LATE ENTRY - LATE ENTRY - Freehold Vacant Possession

*Guide Price: £120,000 - £128,000

86 St. Nicolas Road, Nuneaton, Warwickshire, CVII 6LD





Property Description:

A traditional semi detached house of two storey brick construction surmounted by a hipped tile clad roof and benefiting from UPVC double glazed windows, gas fired central heating, Three Bedrooms and off road car parking. The property forms part of a popular residential road which leads directly off Leicester Road and is conveniently located within approximately one third of a mile distance from both Nuneaton Town Centre and Nuneaton Railway Station which provides excellent commuting amenity.

Accommodation:

Ground Floor

Reception Hall, Lounge with solid fuel burner, opening to Dining Room with patio doors, Kitchen, Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

Outside:

Front: Foregarden and paved driveway providing off road car parking, pedestrian side access to rear



Rear: Paved patio, outside wc, store and lawned garden

Viewings:

Open Block Viewings will be held on: Saturday 21st February at 11.00 Monday 23rd February at 15.00

Legal Documents:

Available at www.cottons.co.uk











*Freehold Vacant Possession *Guide Price: £58,000 - £63,000

83 High Street, Dudley, West Midlands DYI IQP

Property Description:

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

Accommodation:

Ground Floor

Retail Premises: 37.81 sq.mtrs (407 sq.ft) with double display windows and stainless steel partly clad walls.

Food Preparation Room: 8.81sq.mtrs (94sq.ft), Rear Store Room: 9.28sq.mtrs (99sq.ft), Lobby, Staff Toilet with wc and wash basin, Inner hall/Side Entrance to stairs and landing

First Floor

Kitchen: 12.91sq.mtrs (138.95sq.ft) Shower Room with shower, wash basin and

Room One: 15.87sq.mtrs (170.84sq.ft)

Second Floor

Room Two: 16.74sq.mtrs (180.20sq.ft) Room Three: 10.01sq.mtrs (107.83sq.ft)

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233







LOT 60

Freehold Shop Investment with Living Accommodation *Guide Price: £65,000-£70,000

232 Priory Road, Hall Green, Birmingham, B28 0SU

Property Description:

Hall Green is located approximately 5 miles south east of Birmingham City Centre and 2 miles west of Solihull.

The property is located in a predominantly residential area, adjacent to a convenience store. The property comprises a two-storey, purpose-built, end of terrace shop, with a two bedroom flat above.

The property is of brickwork construction with a pitched tiled roof. There is a small area of garden land or amenity space to the rear of the shop, as well as a car parking space.

Accommodation:

Ground Floor

Retail Area (treatment room and kitchen): 337 sq ft (31.3 sq m)

First Floor (Flat)

Landing, kitchen, living room, two bedrooms and bathroom/toilet with modern white suite comprising bath with shower over, wash basin and WC.

Gross Internal Area of First Floor Flat: 524 sq ft (48.7 sq m)

Outside:

Toilet, store, rear yard and car parking space. **Tenancy Details**

The entire premises are subject to an overriding lease dated 9th December 2013. The lease is for a term of 5 years, commencing 1st



tenant's full repairing and insuring terms. Interested parties should obtain and study a full copy of the lease, which is contained within the legal pack.

Legal Documents:

Available at www.cottons.co.uk.

Viewings:

Via Cottons - 0121 247 2233





*Guide Price: £70,000 - £77,000

67 Bromford Lane, Erdington, Birmingham, West Midlands B24 8JR

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped slate clad roof, benefiting from gas fired central heating and part double glazed windows but requiring modernisation and improvement throughout. The property is set well back from Bromford Lane behind a lawned verge area and forms part of a predominantly residential area located approximately three quarters of a mile distance to the south of Erdington Shopping Centre.

Accommodation:

Ground Floor

Vestibule Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen

First Floor

Stairs and Landing, Three Bedrooms, Bathroom with bath, pedestal wash basin, Separate WC

Outside:

Front: Foregarden Rear: Overgrown garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233





Preliminary Announcements For Sale by Auction 16th April 2015

128 AND 130 GRAVELLY HILL, BIRMINGHAM, B23 7PE

BY INSTRUCTION OF THE JOINT LPA RECEIVERS

A substantial Freehold Hotel premises currently being used as an informal house in multiple occupation, comprising 14 En-suite Bedrooms with ancillary Lounge, Kitchen and Bathroom Accommodation occupying a substantial plot directly fronting Gravelly Hill and benefiting from a rear tarmacadam car park









Preliminary AnnouncementsFor Sale by Auction 16th April 2015

AYLESFORD CARE CENTRE, AYLESFORD STREET, COVENTRY CV1 5HJ

BY INSTRUCTION OF COVENTRY CITY COUNCIL

A Freehold Purpose Built Care Home with Vacant Possession, fully functional and comprising 25 Patient Bedrooms and Ancillary Accommodation including Lounge/Dining Areas, Bathrooms, Kitchens, Offices, Treatment Rooms and Staff Flat Accommodation.

Gross Internal Area: 1,457.25 sq.mtrs (15,686 sq.ft)

Total Site Area: 1.022 acres (0.4132 hectares)

Guide Price: £225,000 - £250,000









Preliminary AnnouncementsFor Sale by Auction 16th April 2015

THE PARKRIDGE CENTRE, PALADINE WAY, COVENTRY CV3 1NE

BY INSTRUCTION OF THE LIQUIDATORS

A Freehold Modern Purpose Built Sports Facility with Vacant Possession comprising immaculately presented Club House with Home and Away Changing Rooms, Referees' Changing Room, Function Room, Kitchen, Disabled Facilities, Ground Keeping Stores/Workshop and Office, Car Parking, Two Football Pitches and Cricket Square.

Total Site Area extending to 5.97 acres or thereabouts.

Guide Price: £100,000 PLUS











For Sale by Private Treaty
Freehold Grade II Listed Residence with Vacant Possession set within a Three Acre Plot

Lydiate Ash House, 61 Halesowen Road, Lydiate Ash, Bromsgrove, Worcestershire, B61 0QL



Property Description:

An opportunity to purchase a most attractive Grade II listed detached residence set within grounds extending to approximately three acres including extensive gardens and paddock land and situated within the highly desirable Hamlet of Lydiate Ash. The property which contains a significant host of original and character features, offers accommodation over three principle floors totalling 492sq. metres (5,300sg.feet) and viewings are vital to appreciate the quality of location, accommodation and plot on offer.

The property occupies a highly commutable position located on the Bromsgrove/Birmingham borders within a third of a mile distance from the M5 motorway (junction 4) forming part of the Midlands motorway network and providing access to the major Midlands towns, cities and beyond.

In brief this wonderful family residence comprises, six reception rooms (four on the ground floor and two on the second floor), spacious kitchen diner with Aga, two conservatories, three cellar rooms, seven bedrooms, four bathroom/shower rooms and sizable garage/workshop accommodation.

Ground Floor:

Reception Entrance, Reception Room One having a traditional fireplace, Reception Room Two having a decorative feature fireplace, Reception Room Three having a stone feature fireplace, Reception Room Four having Inglenook feature fireplace

incorporating hand carved wooden surround with stove and exposed wooden beams, Spacious Fitted Kitchen with fitted wall and base units and an Aga range, Utility Room, WC, Two Conservatories, Shower Room, Cellar with three rooms.

First Floor:

Stairs and Landing, Bedroom One with Ensuite Shower Room having walk-in shower, wc and wash basin, Bedroom Two, Bedroom Three, Re-fitted Family Bathroom having Jacuzzi bath, wash basin and wc, Inner Lobby, Bedroom Four.

Second Floor:

Stairs and Landing, Reception Room Five, Inner Hallway, Reception Room Six, Bedroom Five, Bedroom Six, Bedroom Seven, Refitted Bathroom having Jacuzzi bath, wash basin and wc.

Outside:

Front: Gravel driveway providing off road parking for multiple vehicles, lawned foregarden, further extensive parking to the side, side access to detached tandem garage/workshop.

Rear: Extensive gardens laid to lawn garden with adjoining parcels of woodland and paddock land.

Offers Sought I.R.O. £695,000

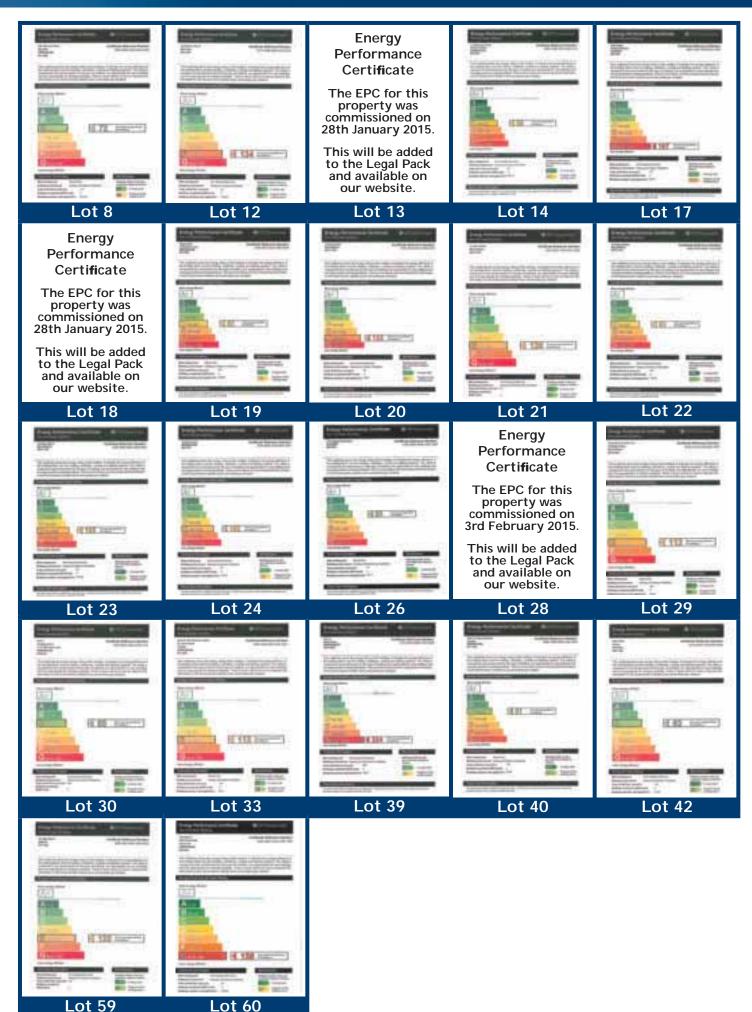
All Enquiries: Dan O'Malley/Emma Pearce 0121 247 4747 sales@cottons.co.uk





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The **seller** agrees to sell and the **buyer** agrees to buy the **lot** for the **price**. This agreement is subject

Sale Memorandum

	to the conditions so far as they apply to the lot .
Date	We acknowledge receipt of the deposit
Name and address of seller	Signed by the buyer
Name and address of buyer	Signed by us as agent for the seller
	The buyer 's conveyancer is
The lot	Name

Address

Contact

Deposit paid

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

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 disapplied 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.

- A2.1 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
- 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 **vou** 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.
- (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
- 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) outgoings 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 buver 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
- 62.3 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.
- 62.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.

G3. Between contract and completion

- 63.1 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 contractina 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. 63.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to completion.

G4. Title and identity

- G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- G4.2 If any of the documents is not made available before the auction the following provisions apply
- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the auction
- (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
- (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.
- (d) If title is in the course of registration, title is to consist of certified copies of:
- (i) the application for registration of title made to the land registry;
- (ii) the documents accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
- (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide): (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the
- (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

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.
- 65.2 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.
- 66.4 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
- G7.2 The person giving the notice must be ready to complete.
- 67.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the
- (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.
- 67.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buver 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.
- 69.3 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.
- 69.6 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 69) 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.

 610.2 Subject to condition 611 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
- 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.

- G14.1 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 614.1 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 buver'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
- G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19. Sale by practitioner

- G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.
- G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.
- G19 4 The lot is sold-
- (a) in its condition at completion:
- (b) for such title as the seller may have; and
- (c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.
- G19.5 Where relevant:
- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
- (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act
- 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
- (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 Employee
- (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.
- 622.3 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
- (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.

- G23.1 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.
- 623.2 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.
- 623.3 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.
- 623.5 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.
- 623.6 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
- 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 **buver** 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 seiler 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 allreasonable 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

- 627.1 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**.
- 628.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

G29. Contracts (Rights of Third Parties) Act 1999

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

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





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