

**19th FEBRUARY 2013**

# **Cottons**

CHARTERED SURVEYORS

## **AUCTION**

TUESDAY 19th FEBRUARY 2013

11:00 AM

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## **LOCATION**

ASTON VILLA FOOTBALL CLUB

VILLA PARK

BIRMINGHAM

B6 6HE

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0121 247 2233 [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)

**[www.cottons.co.uk](http://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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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](http://www.cottons.co.uk) and will also be available for inspection in the sale room on the day of the auction, but they will NOT then be read.

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

### Auctioneers Advice

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

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.

2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.

3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.

4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.

5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. Prospective purchasers are advised to undertake their own investigations.

6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

## Important Notice

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

### Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

### Credit card or Business card Payments

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

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

### ID

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

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

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

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

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

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

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

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

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

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

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

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

### Misrepresentation Act

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

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

### Footnote

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

# A Collective Auction Sale of 60 Lots

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

## Order of Sale

### Lot Property

- 1 17 CARDINGTON AVENUE, GREAT BARR
- 2 4 WARSTONE TERRACE, HANDSWORTH
- 3 1 LLOYD STREET, DUDLEY
- 4 60 WESTBURY ROAD, WEDNESBURY
- 5 27 THOMPSON ROAD, OLDBURY
- 6 4 WATTON STREET, WEST BROMWICH
- 7 94 WELLHEAD LANE, PERRY BARR
- 8 115 JAMES TURNER STREET, BIRMINGHAM
- 9 FLAT 43 TRAFALGAR COURT, TIVIDALE, OLDBURY
- 10 80 FAIRVIEW ROAD, PENN, WOLVERHAMPTON,
- 11 48 HIGH STREET, BROWNHILLS, WEST MIDLANDS
- 12 4 HATFIELD ROAD, LOZELLS, BIRMINGHAM,
- 13 LAND OFF KENNIFORD CLOSE, SANDWELL
- 14 THE MALTINGS AND MALTINGS COURT
- 15 97-117 STOURBRIDGE ROAD, HALESOWEN
- 16 41 COLLEGE ROAD, MOSELEY, BIRMINGHAM,
- 17 FLAT 5, 31 OXFORD ROAD, MOSELEY,, BIRMING
- 18 27 BRADFORD STREET, WALSALL, WS1 1PN
- 19 18 BROMLEY STREET, DIGBETH, BIRMINGHAM
- 20 FORMER BOAT CLUB, WYKEN GRANGE ROAD
- 21 11A TRENVILLE AVENUE, FULHAM ROAD
- 22 17 CANON STREET, LEICESTER, LE4 6NH
- 23 168 HIGH STREET, IBSTOCK,, LEICESTERSHIRE
- 24 63 KNIGHTON DRIVE, LEICESTER, LE2 3HD
- 25 19 HEReward RISE, HALESOWEN,
- 26 2 REASIDE CRESCENT, BIRMINGHAM,
- 27 68 PITCAIRN ROAD, SMETHWICK,
- 28 65 PEAK HOUSE ROAD, GREAT BARR,
- 29 115 PARKFIELD ROAD, OLDBURY B68 8PT
- 30 12 LANGLEY GROVE, LANGLEY ROAD,
- 31 13 AND 15 REGENT STREET, HINCKLEY
- 32 69 BIRMINGHAM ROAD, GREAT BARR
- 33 22 SIR RICHARDS DRIVE HARBORNE
- 34 116 BORDLESLEY GREEN ROAD, BIRMINGHAM
- 35 208 WOLVERHAMPTON STREET, DUDLEY
- 36 UNIT 23 SUGARBROOK ROAD, ASTON FIELDS
- 37 LAND ADJ 2 EVERS STREET, BRIERLEY HILL
- 38 99 COVENTRY STREET, KIDDERMINSTER
- 39 138 SYCAMORE ROAD, SMETHWICK
- 40 165B CHURCH ROAD, YARDLEY, BIRMINGHAM
- 41 32 DADS LANE, MOSELEY, BIRMINGHAM
- 42 11 DALBY ROAD, WALSALL, WS3 1TS
- 43 20 BROMSGROVE ROAD, REDDITCH
- 44 227B DOUGLAS ROAD, ACOCKS GREEN
- 45 LAND AT PORTWAY HILL, TIVIDALE
- 46 46 MANOR ROAD NORTH, BIRMINGHAM
- 47 2 KENILWORTH ROAD, LIGHTHORNE HEATH
- 48 376 PENN ROAD WOLVERHAMPTON
- 49 22D WOLVERHAMPTON STREET, DARLASTON

- Leasehold Vacant Residential
- Freehold Vacant Residential
- Freehold Residential Investment
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Workshop
- Freehold Vacant Residential
- Freehold Vacant Residential
- Leasehold Residential Investment
- Freehold Vacant Residential
- Freehold Commercial Investment
- Freehold Vacant Residential
- Freehold Land
- Freehold Office Building/ Part Investment
- Freehold Residential Development Opp
- Freehold Vacant Residential
- Leasehold Vacant Residential
- Freehold Commercial Investment
- Freehold Vacant Commercial
- Freehold Vacant Land
- Freehold Residential Investment
- Freehold Vacant Residential
- Freehold Residential Investment
- Freehold Residential Investment
- Freehold Serviced Office Investment
- Freehold Vacant Commercial
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Residential Investment
- Freehold Part Investment/ Redev. Potential
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Shop with Vacant Possession
- Long Leasehold Industrial Premises
- Freehold Building Plot
- Freehold Vacant Office Premises
- Freehold Vacant Residential
- Freehold Vacant Shop
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Office Premises
- Freehold Vacat Workshop
- Freehold Land
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Care Home
- Leasehold Vacant Residential

### Lot Property

- 50 FLAT 10, 1 ENDWOOD COURT, HANDSWORTH WOOD ROAD
- 51 FGR 70 ANTROBUS ROAD, SUTTON COLDFIELD
- 52 FGR 18, 22, 24 & 26 BRYN MORGRUG, PONTARDAWE
- 53 80 SELLY WICK DRIVE, SELLY PARK,, BIRMINGHAM,
- 54 74 ARDEN ROAD, SMETHWICK,, WEST MIDLANDS
- 55 113 LONGLEY WALK, CHELMSLEY WOOD, BIRMINGHAM
- 56 FLAT 6 PHOENIX COURT, WEST DRIVE, PERSHORE ROAD
- 57 22 ELDER LANE, GRIFFYDAM, COALVILLE, LEICESTERSHIRE
- 58 28 BRENTFORD ROAD, KINGS HEATH, BIRMINGHAM
- 59 89 HIGH STREET, BROCKMOOR, BRIERLEY HILL
- 60 5 BEAR HILL, ALVECHURCH,, BIRMINGHAM,
- Leasehold Vacant Residential
- Freehold Ground Rent
- Freehold Ground Rents
- Leasehold Vacant Residential
- Freehold Residential Investment
- Freehold Vacant Residential
- Leasehold Vacant Residential
- Freehold House
- Freehold Vacant Residential
- Freehold Property
- Freehold Vacant Residential

### Auctioneers

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Julie Elcock, Jayne Turton, Tricia Doyle, Derek Dolphin,  
Ossie O'Malley, Hughie McCourt, and Kevin Hogan.

## IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

### ID REQUIREMENTS

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

### DEPOSIT/PAYMENT METHODS

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

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

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

### AUCTIONEER'S ADMINISTRATION FEE

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



## LOT 1

### Leasehold Vacant Possession

Guide Price: £66,000 - £72,000

#### 17 Cardington Avenue, Great Barr, Birmingham B42 2PA

##### Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having double glazing and gas fired central heating. Cardington Avenue can be found off Calshot Road and Turnberry Road.

##### Accommodation:

###### Ground Floor:

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

###### First Floor:

Landing, Three Bedrooms and Shower Room having shower cubicle, WC and wash basin

##### Outside:

(Front) Walled foregarden

(Rear) Lawned garden

##### Leasehold Information:

Term: 99 years from 24th June 1938  
Ground Rent: £6.00 per annum

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons – 0121 247 2233



## LOT 2

### Freehold Vacant Possession/ Flat Conversion

Guide Price: £50,000 to £57,000

#### 4 Warstone Terrace, Handsworth, Birmingham B21 9NE

##### Property Description:

A traditional two storey mid terraced house of brick construction, surmounted by a pitched replacement tile clad roof, having been converted in excess of 40 years ago into two separate flats. The property forms part of a traditional residential area and is located within 200 metres from Soho Road (A41) which provides access to a wide range of retail amenities and services. The property requires some modernisation and improvement throughout and offers the opportunity of retaining the existing flat accommodation for investment purposes or converting back into a single family dwelling house.

##### Accommodation:

###### Ground Floor:

Reception Hall, Ground Floor Flat: Double Bedroom, Lounge, Dining Room with Cellar access, Kitchen, Shower Room with wash basin and wc

###### First Floor:

First Floor Flat  
Stairs and Landing, Bathroom with



panelled bath, pedestal wash basin and wc, Double Bedroom, Kitchen and Lounge

##### Outside:

(Front) Walled foregarden  
(Rear) Large garden

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons – 0121 247 2233

## LOT 3

### Freehold Investment

Guide Price: £30,000 to £37,000

#### 1 Lloyd Street, Dudley, West Midlands DY2 8NG

##### Property Description:

A traditional end terraced house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from gas fired central heating and UPVC double glazed windows. Lloyd Street leads off Dando Road which in turn leads off Blackacre Road and the property is conveniently within one quarter of a mile distance from Dudley Town Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £375 per calendar month (£4,500 per annum)

##### Accommodation:

###### Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Shower Room with glazed shower enclosure, pedestal wash basin and wc

###### First Floor:

Stairs and Landing, Two Double Bedrooms

##### Outside:

(Rear) Yard/Garden area



##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons – 0121 247 2233

## LOT 4

**Freehold Vacant Possession**  
 Guide Price: £50,000 to £57,000

### 60 Westbury Road, Wednesbury, West Midlands WS10 9RT

**Property Description:**

A semi-detached house of brick construction surmounted by a hipped slate clad roof, set back from the road behind a tarmac driveway and benefiting from gas fired central heating and UPVC double glazed windows but requiring some modernisation and cosmetic improvement. Westbury Road forms part of an established residential area known as Fallings Heath and leads directly off Franchise Street. The property is conveniently located within approximately half a mile distance from Gallagher Retail Park and approximately one mile distance from both Darlaston Town Centre and the M6 Motorway (junction 9).

**Accommodation:**

**Ground Floor:**

Entrance Hall, Lounge, Full Width Kitchen

**First Floor:**

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

**Outside:**

(Front) Tarmac driveway providing off road parking  
 (Rear) Paved patio and part gravelled garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 5

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

### 27 Thompson Road, Oldbury, West Midlands, B68 8QE

**Property Description:**

A three bedroomed semi-detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Thompson Road is located off both New Henry Street (B4169) and Crowells Road (B4182)

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Lounge, Kitchen, Stairs to

**First Floor:**

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

**Outside:**

(Front) Lawned foregarden

(Rear) Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 6

**Freehold Workshop/Warehouse Property with Vacant Possession**  
 Guide Price: £45,000 - £50,000

### 4 Watton Street/36 Lyng Lane, West Bromwich, West Midlands, B70 7BP

**Property Description:**

The property is located approximately 0.5 miles south west of West Bromwich Town Centre within a mixed industrial and residential area.

The property is located close to Kelvin/Kendrick Way (A4182) which provides access to the national motorway network at junction 1 of the M5 motorway approximately 1 mile to the east.

The property comprises a generally rectangular shaped site. The site has been developed to provide a modern, single storey purpose-built workshop/warehouse building set back from Watton Street behind a forecourt used for servicing and vehicle parking. The main workshop/warehouse building has been partitioned to form toilet, office, kitchen and storage accommodation.

**Accommodation:**

**(all dimensions and areas are approximate)**

**Ground Floor:**

Gross Internal Area 208.2 sq.m  
 (2,241 sq.ft)

Eaves Height approximately 8'6" (2.6m)

**VAT:**

The vendors inform us the VAT exemption in respect of this property has not currently been waived. Consequently, it is believed the sale proceeds shall not attract VAT.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons  
 0121 247 2233





## LOT 7

**Freehold Vacant Possession**  
Guide Price: £85,000 - £89,000

### 94 Wellhead Lane, Perry Barr, Birmingham, B42 2SY

**Property Description:**

An end terraced property of brick construction surmounted by a pitched tiled roof set back from the road behind a walled foregarden. The property benefits from UPVC double glazed windows, gas fired central heating and modern kitchen fittings. Wellhead Lane is located off Aldridge Road (A453). The property is situated opposite Birmingham City University which gives it ideal student letting potential.

& wash basin, living room and further double bedroom.

**First Floor:**

Stairs and landing, two double bedrooms and a bathroom having bath with overhead shower, WC and wash basin

**Outside:**

(Front) - Small walled foregarden  
(Rear) - Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233

**Accommodation:**

**Ground Floor:**

Two double bedrooms, kitchen, bathroom having shower cubicle, WC



## LOT 8

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

### 115 James Turner Street, Winson Green, Birmingham B18 4ND

**Property Description:**

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

**Outside:**

(Front) Walled Fore-garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233

**Accommodation:**

**Ground Floor:**

Lounge, Dining Room, Kitchen

**First Floor:**

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



## LOT 9

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

### Flat 43 Trafalgar Court, Tividale, Oldbury, West Midlands B69 2JD

**Property Description:**

A purpose built first floor studio flat situated on a development located off Birmingham Road (A4123) and accessed by way of a service road. The property benefits from UPVC double glazed windows and is currently let on an Assured Shorthold Tenancy at a rental of £86 per week (£4,472 per annum).

**Outside:**

Lock up garage, communal parking and rear garden

**Leasehold Information:**

Term: 99 Years from 18 April 2012  
Ground Rent and Service Charge: Refer to Legal Pack

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Accommodation:**

External Stair Access to:

**Viewings:**

Via Cottons - 0121 247 2233

**First Floor:**

Entrance Hall, Bed/Living Room, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc



## LOT 10

**Freehold Vacant Possession**  
 Guide Price: £102,000 - £108,000

### 80 Fairview Road, Penn, Wolverhampton, WV4 4TE

#### Property Description:

A semi-detached property of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and driveway to side allowing for off road parking. The property benefits from having majority UPVC double glazing. Fairview Road is located off Hilston Avenue which in turn can be found of Warstones Road.

#### Accommodation:

##### Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen and Pantry, Stairs to

##### First Floor:

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

#### Outside:

(Front) Lawned foregarden and side driveway

(Rear) Lawned Garden

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

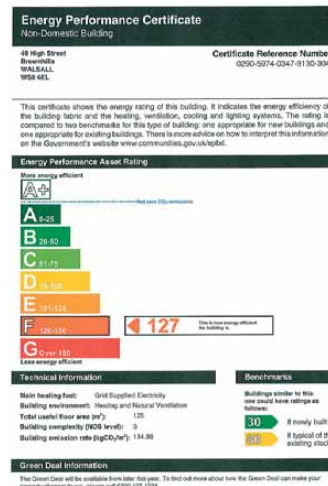
Via Cottons – 0121 247 2233



## LOT 11

**Freehold Investment**  
 Guide Price: £100,000 to £110,000

### 48 High Street, Brownhills, West Midlands WS8 6EL



#### Property Description:

An attractive freehold investment comprising a ground floor retail shop with first floor storage occupied by Acorns Children's Hospice directly fronting High Street and forming part of a busy retail parade containing a variety of retail units including Greggs, Dollond and Aitchison, Stan James Bookmakers and Thomas Cook. High Street serves the surrounding predominantly residential catchment area and Brownhills is located approximately six miles north east of Walsall, a similar distance from Lichfield and approximately one miles distance from the M6 Toll Motorway (junction T6).

#### Tenancy Information:

The property is currently let to Acorns Children's Hospice on a full repairing and insuring lease for a term of 10 years from 28th August 2004 at a current rental of £11,250 per annum. We understand that the tenant has been long established at the subject premises in occupation for in excess of 25 years.

#### Accommodation:

##### Ground Floor:

Retail Area: 45.1sq.mtrs (485sq.ft)  
 Storage: 9.2sq.mtrs (99sq.ft)

#### First Floor:

Office/Storage: 29.33sq.mtrs (315sq.ft)  
 Total Floor Area: 83.63sq.mtrs (900sq.ft)

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233



**LOT 12**

**Freehold Vacant Possession**  
Guide Price: £95,000 - £105,000

**4 Hatfield Road, Lozells,  
Birmingham, B19 1JR**

**Property Description:**

A three storey four bedroomed end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazing and gas fired central heating. Hatfield Road is a cul-de-sac located off Leonard Road which in turn can be found of Lozells Road (B4144).

**Accommodation:**

**Ground Floor:**

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

**First Floor:**

Bedrooms One and Two and Bathroom having panelled bath, wash basin and WC, Stairs to

**Second Floor:**

Bedroom three and four

**Outside:**

(Front) Walled fore-garden  
(Rear) Garden



**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

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**LOT 13**

**Freehold Land**  
Guide Price: £1,000 PLUS

**Land off Kennford Close, Sandwell, West Midlands – Ref SLM 4 J**

**Description:**

The land comprises a sloping irregular shaped unfenced site of about 223 sq. mtrs (0.055 acres) and is part of a large area of public open space which is bounded by housing to the South.

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

**Planning:**

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

**Location:**

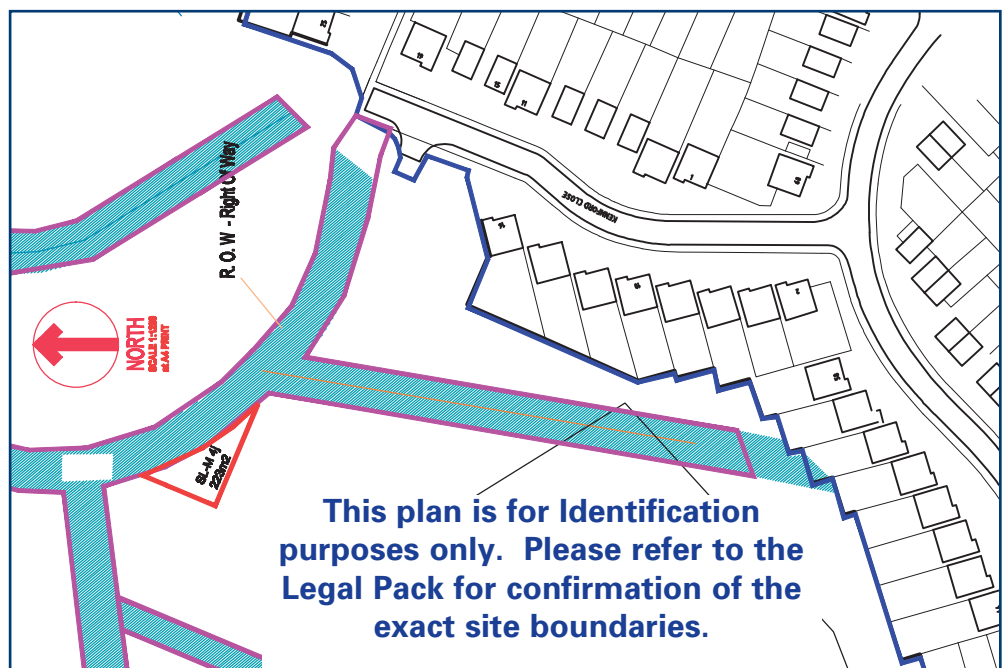
The land is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is to the north of 16 to 36 Midhill Drive, approached either across open land on Portway Hill, or via the footpath North of 16 Kennford Close.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

The site is open for viewings





**LOT 14**
**Freehold Office Building, Part Income Producing with Development Potential**

Guide Price: £215,000 - £230,000

**The Maltings and the Maltings Court, 2 Anderson Road, Smethwick, West Midlands, B66 4AR**

**Property Description:**

The property is located approximately 2.5 miles west of Birmingham City Centre in Bearwood, Smethwick, close to its border with Edgbaston.

The property is located approximately 2 miles west of Ladywood Middleway (A41), which forms part of Birmingham's Ring Road system, providing access around the city. The national motorway network is accessible via junction 6 (Spaghetti Junction) of the M6 motorway, approximately 4 miles to the north east.

The property occupies a prominent corner location at the intersection of Anderson Road with Hagley Road and Barnsley Road.

It is believed the property was originally developed for industrial purposes, but has been converted to form 5 well-appointed self-contained office suites.

The buildings are of traditional brickwork construction, with predominately pitched slate roofs.

The buildings are mainly two storey, although there is a basement office suite, approached via the rear, with natural light penetrating from high level windows to the front and rear elevations.

The office suites are mainly cellular in nature, providing a range of reception, administration and meeting areas. Each suite is self-contained, with its own separate access and facilities.

There is a car park at the rear of the building, with space for approximately 3 or 4 cars. On road car parking is available in Anderson Road.

One of the office suites is currently let, with the remainder of the building being offered with vacant possession.

**Accommodation: (all dimensions and areas quoted are approximate)**

Unit 1: The Maltings (ground floor and first floor)	142 sq.m (1,535 sq.ft)
Unit 2: The Maltings (ground floor)	76.0 sq.m (818 sq.ft)
Unit 1: Maltings Court (first floor)	107.3 sq.m (1,155 sq.ft)
Unit 2: Maltings Court (ground floor)	90.4 sq.m (973 sq.ft)
Unit 3: Maltings Court (basement)	161.6 sq.m (1,740 sq.ft)
<b>Total net Internal Area:</b>	<b>577.9 sq.m (6,221 sq.ft)</b>

**Outside:**

Car parking 3 or 4 spaces

**Tenancies:**

We are informed by the vendor, that Unit 1, The Maltings Court is currently let at a rent of £10,000, per annum.

The remainder of the building is offered with vacant possession.

**Development Potential:**

It is considered the property is suitable for redevelopment, and would for example lend itself to reconfiguration to form a series of flats, subject to statutory consents.

**VAT:**

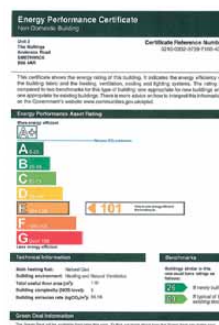
We are informed by the vendor the VAT exemption in respect of this property has not been waived. Accordingly, the sale proceeds should not attract VAT.


**Legal Documents:**

Available at  
[www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons  
 0121 247 2233



## LOT 15

**97 – 117 Stourbridge Road, Halesowen, West Midlands, B63 3UE**



### Property Description:

The site is located a few hundred metres from Halesowen Town Centre, and approximately 7 miles West of Birmingham City Centre.

The site is situated on Stourbridge Road (A458), and benefits from good transport links to Birmingham City Centre, via Hagley Road West (A456). The property has direct access to Halesowen and Quinton, and is also well connected within the regional road network, so that Dudley and Kidderminster are also accessible, as is Merry Hill Shopping Centre.

The national motorway network is accessible at Junction 3 of the M5 motorway, which is within approximately 3 miles of the property. Blackheath Railway Station is approximately 1 mile away, and has direct links to West Bromwich, Walsall, Kidderminster and Birmingham Snow Hill.

The property is located close to local amenities, including a small supermarket, petrol filling station and a parade of secondary shops. Windsor High School, a large secondary school, is located nearby on Richmond Street.

The property has a site area of approximately 1.20 acres (0.48 Hectares), and is currently developed to provide an industrial estate.

The site is identified more clearly and is edged red on the site plan.

The site has an extensive frontage to Stourbridge Road (A458).

The property is currently developed to provide seven predominantly single storey industrial units, with two storey offices and associated car parking. These units are designed within three detached blocks, with ancillary yards or forecourts. The Gross Internal Area of the industrial buildings on the site is approximately 23,595 sq.ft (2,192 sq.m). These units are substantially unoccupied and the condition of individual buildings varies.

### Tenancies

The majority of the buildings are currently vacant. Unit 2 is subject to an occupational lease at a rent of £750, per calendar month. The lease expires 31st December 2013, and is contracted outside the tenants security of tenure provisions, contained within the Landlord and Tenant Act 1954, Part II.

### Town Planning:

The site benefits from a Resolution to Grant planning (application number: P11/1176), for the erection of 19 residential units with associated parking. The resolution to grant was determined at planning committee on 15th December 2011.

The Resolution to Grant is subject to a Section 106 Agreement.

Interested parties should refer to the legal pack, which contains full details of the planning permission and associated legal documents. Interested parties should also make their own independent enquiries of the Local Planning Authority, Dudley Metropolitan Borough Council.

### Vat:

The vendor informs us the VAT exemption in respect of this property has not currently been waived.

Accordingly, the sale proceeds shall not attract VAT.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

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**Freehold Residential Redevelopment Opportunity**  
Guide Price: £475,000 - £510,000



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



## LOT 16

**Freehold Vacant Possession**  
Guide Price: £150,000 - £160,000

### 41 College Road, Moseley, Birmingham B13 9LR

**Property Description:**

A three storey five bedroomed end terraced property of brick construction surmounted by a tiled roof set back from the road behind a concrete forecourt. The property benefits from having well laid out accommodation, UPVC double glazing and gas fired central heating. The property is located on College Road close to the junction with both Springfield Road and Woodlands Road. Both College Road and Springfield Road can be found off the Stratford Road (A34).

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Lounge, Rear Reception Room, Dining Room, Kitchen, Inner Lobby, Shower Room having shower

cubicle and washbasin, Separate WC, Stairs to

**First Floor:**

Bedrooms One to Three, Bathroom having panelled bath, wash basin and WC, Stairs to

**Second Floor:**

Bedrooms Four to Five

**Outside:**

(Front) Concrete foregarden  
(Rear) Lawned Garden with brick built store

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 17

**Leasehold Vacant Possession**  
Guide Price: £70,000 to £77,000

### Flat 5, 31 Oxford Road, Moseley, Birmingham B13 9EH

**Property Description:**

A well laid out one bedroom apartment situated on the second floor of a substantial three storey converted residence. The property is set back from the road behind a paved forecourt providing off road car parking and benefits from security door entry system and gas fired central heating. The property forms part of a well regarded and popular residential area and Oxford Road leads directly off St Mary's Row, providing direct access to Moseley Shopping Centre located on Alcester Road (A435).

**Accommodation:**

**Ground Floor:**

Shared Reception Hall with security door entry system, Stairs and Landing

**Second Floor:**

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

**Outside:**

(Front) Paved forecourt providing off road car parking  
(Rear) Shared rear garden

**Leasehold Information:**

Lease Term: 999 Years from 1 July 2004

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

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233



## MAILING LIST

We are currently updating our mailing list so, if you require a catalogue for our next auction on Tuesday 26th March 2013 at Aston Villa Football Club, Aston Villa, Birmingham. Please complete the slip found at the back of this Viewing Schedule, and hand it to us at the auction or post it to us at the address provided.



**LOT 18**

**Freehold Commercial Investment**

Guide Price: £235,000 to £250,000

**Bradford House 27 Bradford Street, Walsall, WS1 1PN**



**Property Description:**

A Grade II listed three storey period building of rendered brickwork construction with a pitched slate clad roof, offered for sale in a presentable condition, providing well laid out accommodation which includes many original features. The property is situated on Bradford Street, which is within Walsall Town Centre.

**Accommodation:**

The accommodation is laid out over three floors and comprises partitioned offices. Main access is from Bradford Street at ground floor level. Access to all floors is provided by a central staircase.

**Tenancy Information:**

The entire premises are let on a full repairing and insuring lease for a term of three years from the 1st February 2012 at a current rent of £25,000 per annum, exclusive.

**Planning:**

The current use for the property is as office accommodation and as a business education and training college, within classes B1 and D1. For any enquiries please contact Walsall Council Planning Department.

**Basement:**

Store, central lobby and further store

**Ground Floor:**

Entrance lobby, reception office, office, lecture room, office, rear lobby, kitchen and toilet with WC and wash basin.

**First Floor:**

Stairs and landing, office, lecture room, office, lecture room and toilet with WC, urinals and wash basin.

**Second Floor:**

Stairs and landing, office, lobby, two lecture rooms, office and toilet with WC's and wash basin.

Net Internal Area: 285.6 sq.m (3,075 sq. ft)

**Outside:**

The property benefits from a rear car park with up to 8 spaces.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

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0121 247 2233



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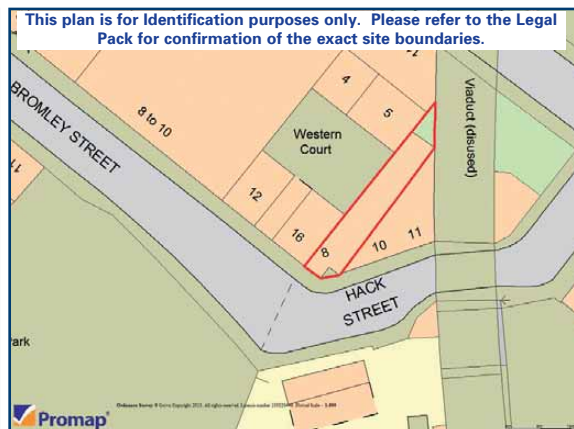
For further details and Terms & Conditions

## LOT 19

## Freehold Vacant Possession

Guide Price: £100,000 PLUS

18 Bromley Street, Digbeth, Birmingham B9 4AN



### Property Description:

A freehold industrial/workshop premises having ancillary office accommodation of two storey brick construction located at the junction of Bromley Street and Hack Street. The premises form part of a traditional industrial area located off Heath Mill Lane which in turn leads off Deritend (A34) approximately one mile distance to the south east of Birmingham City Centre.

### Accommodation:

#### Ground Floor:

Workshop/Warehouse Premises: Roller Shutter Loading Access, Store Cupboard, Lobby, Toilet with wc and wash basin, Rear Fire Escape Access and Kitchen

### First Floor:

Stairs and Landing  
Two Offices

### Net Internal Area:

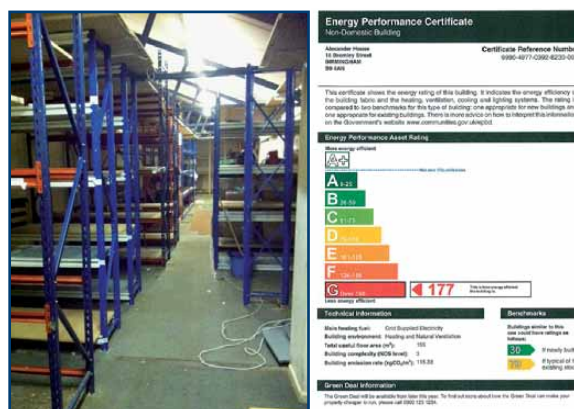
Ground Floor: 112sq.mtrs (1,205sq.ft)  
First Floor: 31.1sq.mtrs (339sq.ft)  
Total: 143.1sq.mtrs (1,540sq.ft)

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

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## LOT 20

**By Instruction of the Heart of England Co-Operative Society**  
**Freehold Vacant Land**  
Guide Price: £30,000 PLUS

**Former Boat Club, Rear of Wyken Grange Road, Wyken, Coventry, CV2**



### Description:

A parcel of freehold land extending to an area of approximately 0.532 acres (2,155sq.mtrs) previously containing a Club House which has now been demolished and cleared. The land is accessed by way of a shared vehicular right of way which leads off Wyken Grange Road adjacent to No.1 and which in turn leads off Ansty Road (A4600). The immediate surrounding area comprises predominantly of residential housing and the land is situated within approximately two

miles distance from both Coventry City Centre located to the East and the M6 Motorway (junction 2) located to the North West.

### Planning:

The land may be suitable for a variety of uses and all interested parties should contact the local planning department at Coventry City Council prior to bidding to discuss the viability of any proposals which they may have for the site.

### Site Area:

0.532 acres (2,155sq.mtrs) approximately

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons 0121 247 2233



**Access driveway from Wyken Grange Road**

## LOT 21 By Instruction of the Joint LPA Receivers

Guide Price: £100,000 - PLUS

**11A Trenville Avenue, Sparkhill, Birmingham B11 4QQ**

### Property Description:

A modern end terraced house constructed approximately mid 2000's providing generous and well laid out three storey accommodation, offered for sale in a well maintained and presentable condition benefiting from UPVC double glazed windows, gas fired central heating, modern kitchen fittings, four double bedrooms and two bath/shower rooms. The property forms part of a traditional and established residential area and Trenville Avenue leads directly off Fulham Road and is conveniently situated within approximately 200 metres distance from Stratford Road (A34) providing access to a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy Agreement at a Rental of £625 per calendar month (£7,500 per annum)

### Accommodation:

#### Ground Floor:

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Large Breakfast Kitchen with extensive range of wooden effect units, Built-in-oven/hob and Breakfast Bar, Shower Room with glazed shower enclosure, pedestal wash basin and wc

### First Floor:

Stairs and Landing, Bedroom One (small double), Bedroom Two (double), Bathroom with panelled bath having shower attachment, vanity wash basin and wc

### Second Floor:

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

### Outside:

(Front) Walled foregarden  
(Rear) Yard and garden

**Note:** The property being sold is referred to as 10A Trenville Avenue on the Land Registry Title Document (Title Number WM532992) however the property is referred to by its postal address being 11A Trenville Avenue and all interested parties must refer to the Title Plan contained in the Legal Pack for identification of the exact property being offered for sale.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons - 0121 247 2233



## LOT 22

### Freehold Vacant Possession

Guide Price: £65,000 to £70,000

#### 17 Canon Street, Leicester LE4 6NH

##### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a small walled foregarden and requiring modernisation and improvement throughout.

The property forms part of an established and predominantly residential area and is situated virtually opposite the junction with Portman Street. Canon Street leads directly to Melton Road (A607) providing convenient access to Leicester City Centre being within approximately one mile distance.

##### Accommodation:

##### Ground Floor:

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

##### First Floor:

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



##### Outside:

(Front) Walled foregarden, shared pedestrian entry access to rear

(Rear) Yard/Garden area, brick built wc and store

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

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## LOT 23

### Freehold Investment

Guide Price: £90,000 to £98,000

#### 168 High Street, Ibstock, Leicestershire LE67 6JP



##### Property Description:

An attractive traditional semi detached cottage of brick construction surmounted by a replacement interlocking tile clad roof. The property is situated close to the junction with Hinckley Road (A447) and Ibstock comprises a village located approximately two and a half miles distance to the south of Coalville, approximately five miles distance from both the M1 Motorway (junction 22) and A42 dual carriageway which provides access to the West Midlands Motorway Network. The property is currently let on a Regulated Tenancy at a registered

rent of £86 per week (£4,472 per annum) effective from 6th March 2011.

##### Accommodation:

Whilst the accommodation has not been inspected by the Auctioneers, we understand from the Rent Registration document that it benefits from full central heating and comprises the following:

##### Ground Floor:

Two Reception Rooms, Kitchen, Utility/Shower Room

##### First Floor:

Three Bedrooms, Bathroom

##### Outside:

Rear garden

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

There are No Viewings Available





**LOT 24**
**Freehold Investment**  
 Guide Price: £190,000 to £200,000

**63 Knighton Drive, Stoneygate,  
Leicester LE2 3HD**
**Property Description:**

An attractive three storey mid terraced house of traditional brick construction surmounted by a pitched slate clad roof and set back from the road behind a foregarden. The property is situated close to the junction with Elms Road and forms part of the popular and highly regarded residential area known as Stoneygate, conveniently located within approximately one and a half miles distance to the south east of Leicester City Centre. The property is currently let on a Regulated Tenancy at a registered rent of £110 per week (£5,720 per annum) effective from 9th October 2011.

**Accommodation:**

Whilst the accommodation has not been inspected by the Auctioneers, we understand from the Rent Registration Document that it comprises the following:

**Ground Floor:**

Three Rooms, Kitchen and Store

**First Floor:**

Three Rooms, Toilet and Bathroom with wash basin

**Second Floor:**

Two Rooms

**Outside:**

Front and rear gardens

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

There are No Viewings Available



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**LOT 25**

**Freehold Serviced Office/Workshop Investment  
By Instruction of the Joint LPA Receivers**

Guide Price: £350,000 to £400,000 plus VAT

**19 Hereward Rise, Halesowen, West Midlands B62 8AN**



**Property Description:**

A substantial two storey commercial premises prominently situated at the junction of Hereward Rise and Chancel Way and forming part of Halesowen Industrial Park which is conveniently situated off Dudley Road (A459). The property occupies a substantial rectangular shaped plot extending to an area of 0.86 acres (0.3513 hectares) and includes a large forecourt parking area and a secure rear yard providing additional parking and storage. The property is currently subdivided to provide a range of 30 serviced offices/workshop premises currently let to individual tenants and has a scope for further extension of the existing building (subject to obtaining planning consent from the local planning authority).

**Rental Income:**

The property is currently let on various licences/short term leases to a range of 17 individual tenants

occupying a total of 26 units. The current rental income can be further maximized by letting 4 further units which are currently vacant. In addition to the rental due each tenant pays a service charge which includes gas, electricity and cleaning of common parts but excludes rates.

Current Rental Income:	£55,484.76 per annum
Service Charge:	£19,787.21 per annum
VAT:	£15,054.37 per annum
Total:	£90,326.34 per annum

**Note:** A detailed rental schedule is available within the legal pack or upon request from the Auctioneers.

**Accommodation:**

The accommodation is laid out over two floors with a range of offices and workshops and is approached by way of a Main Reception Area and includes Ancillary Toilet and Kitchen Accommodation.

**Net Internal Area:**

Ground Floor:	709.87sq.mtrs (7,641sq.ft)
First Floor:	457.25sq.mtrs (4,922sq.ft)
Total:	1,167.12sq.mtrs (12,563sq.ft)

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The purchaser is responsible for payment of VAT on the purchase price at the current rate.

**Energy Performance Certificate:**

The EPC for this property was commissioned and undertaken on 30th January 2013. This will be added to the Legal Pack and available on our website.



## LOT 26

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

### 2 Reaside Crescent, Birmingham, West Midlands B14 6QN

#### Property Description:

A single storey retail unit of brick construction occupying a corner position on Reaside Crescent and Brandwood Park Road. The property has previously traded as a lifestyle express convenience store and currently holds a license for the sale of alcohol (Licence Number 1165/3 issued by Birmingham City Council on 26th March 2012). Reaside Crescent is located off Brandwood Park Road which in turn can be found off Allenscroft Road. The property forms part of an established residential area.

#### Accommodation:

Retail Area 94.90 sq.m (1021sq.ft)  
Storage Area 13.80 sq.m (148sq.ft)  
External Storage 2.9 sq.m (31.2sq.ft) and wc.



#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons 0121 247 2233

## LOT 27

**Freehold Vacant Possession**  
Guide Price: £120,000 to £128,000

### 68 Pitcairn Road, Smethwick, West Midlands B67 5NE

#### Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a block paved forecourt and benefiting from mostly UPVC double glazed windows but requiring modernisation and cosmetic improvement. The property forms part of a popular residential area and Pitcairn Road is located directly between Norman Road and Abbey Road close to Warley Woods Park and conveniently within approximately three quarter of a mile distance from Bearwood Road Shopping Centre.

#### Accommodation:

##### Ground Floor:

UPVC Double Glazed Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen

##### First Floor:

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

#### Outside:

(Front) Block paved forecourt/driveway providing off road car parking, pedestrian side access to rear

(Rear) Patio and long garden.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

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## LOT 28

### Freehold Vacant Possession

Guide Price: £142,000 - £152,000

**65 Peakhouse Road, Great Barr, Birmingham B43 7RY**



#### Property Description:

A three bedroomed detached property of brick construction set back from the road behind a driveway allowing for off road parking and access to the rear of the property.

The property also benefits from having a detached brick built building at the rear of the property accessed via the front driveway and having previously been used as a bakery and garage. We are informed that the rear property has now been removed from the business ratings list and has residential usage, both properties are now registered on one title. The properties may be suitable for a variety of uses subject to obtaining appropriate planning consent. Peakhouse Road is located off Birmingham Road (A34) and is within approximately a quarter of a miles distance from Junction 7 of the M5 Motorway.

#### Accommodation:

##### 65 Peakhouse Road, Main property:

##### Ground Floor:

Entrance Porch, Lounge, Dining Room, Kitchen and Sun Room

#### First Floor:

Three Bedrooms and Bathroom having panelled bath, washbasin and wc stairs to Boarded Loft

#### Rear property:

##### Ground Floor:

Double doors to garage and workshop area, open plan ex bakery, stairs to

#### First Floor:

Open plan area with some restricted head room

#### Outside:

(Front) Tarmacadam covered driveway giving access to double gates

(Rear) Lawned Garden

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233



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





**LOT 29**
**Freehold Vacant Possession**  
 Guide Price: £90,000 to £98,000

**115 Parkfield Road, Oldbury, West Midlands B68 8PT**
**Property Description:**

A traditional semi detached house of brick construction surmounted by a hipped interlocking tile clad roof, set back from the road behind a foregarden and driveway. The property benefits from mostly UPVC double glazed windows and gas fired central heating but requires some modernisation and improvement throughout. The property has off road parking to the front and further to the rear accessed by way of a shared driveway which provides scope for the erection of a garage. The property forms part of an established residential area and Parkfield Road leads off Farm Road and is within approximately one quarter of a mile distance from Wolverhampton Road (A4123)

**First Floor:**

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

**Outside:**

(Front) Lawned foregarden and paved driveway providing off road car parking

(Rear) Yard and long garden with rear vehicular access to a shared driveway which provides scope for the erection of a garage.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233


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

Porch, Reception Hall, Front Reception Room opening to Rear Reception Room, Kitchen, Side Veranda/Passageway with Store and WC

**LOT 30**
**Freehold Investment**  
 Guide Price: £70,000 - £75,000

**12 Langley Grove, Langley Road, Small Heath, Birmingham B10 0TP**
**Property Description:**

A mid terraced property of brick construction surmounted by a tiled roof set back behind a lawned foregarden and located in a pedestrian walkway off Langley Road. The property benefits from having UPVC double glazing and gas fired central heating. Langley Road is located off Glovers Road which in turn can be found off Golden Hillock Road (B4145). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £450.00 pcm (£5,400.00 per annum)


**Outside:**

(Front) Lawned foregarden

(Rear) Yard area

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

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

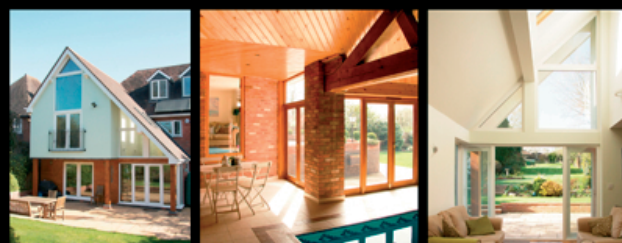
Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby and Bathroom having panelled bath, wash basin and WC, Stairs to

**First Floor:**

Three Bedrooms

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## LOT 31

## Freehold Part Investment Retail/Office Premises with Redevelopment Potential Guide Price £120,000 to £130,000

13 & 15 Regent Street, Hinckley, Leicestershire LE10 0AZ



### Property Description:

A part three storey double fronted commercial premises of partly rendered brick construction surmounted by a pitched tile clad roof, currently comprising a ground floor retail shop and offices to the remaining ground floor, first and second floors previously occupied by a firm of Solicitors and providing scope for redevelopment of the upper floors for residential use. The property is situated directly fronting Regent Street which forms part of Hinckley Town Centre and has a return frontage/access to an adjacent retail courtyard known as Regal Court and providing further opportunity for redevelopment of the rear ground floor rooms. Regent Street leads off Coventry Road (B4666) which in turn leads off Watling Street (A5) and the property is conveniently within approximately two miles distance from the M69 Motorway (junction 1) which provides access to the Midlands Motorway Network.

### Tenancy Information:

13 Regent Street and First and Second Floors: Vacant

the viability of any proposal scheme they may have for the property.

### Accommodation Ground Floor

#### 13 Regent Street

Reception Hall, Store Room, Three Offices, Secure Storage Room, Lobby, Kitchen with boiler room and separate wc off.

#### 15 Regent Street

Retail Shop currently trading as Florist, Preparation Room, Kitchen, Rear Lobby, Toilet with wc and wash basin, covered rear yard having rear pedestrian access

### First Floor

13/15 Regent Street (combined)

Accessed from number 13, Stairs and Landing, Five Offices, Wash Room/ Toilet

### Second Floor:

13 Regent Street:  
Stairs and Landing, Double office and Store Room

15 Regent Street:  
Office

15 Regent Street (Ground Floor):  
Let as a Florist Shop on a 12 Month Licence at a Rental of £5,000 per annum

### Planning:

Architects acting for the vendor have drawn plans to convert the first and second floors to three residential flats along with reconfiguration of the ground floor to number 13 Regent Street. No formal planning application has been made and all interested parties are recommended to contact the local planning department at Hinckley and Bosworth Borough Council prior to bidding to discuss

Gross Internal Areas (dimensions

taken from Architect's drawings)  
Ground Floor: 130sq.mtrs (1,399sq.ft)

First Floor: 122sq.mtrs (1,313sq.ft)

Second Floor: 55sq.mtrs (592sq.ft)

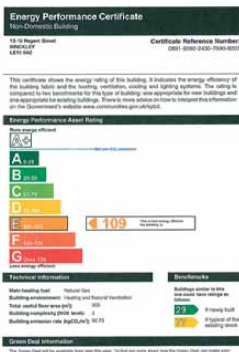
Total: 307sq.mtrs (3,304sq.ft)

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233



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Birmingham, B17 8DL

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## LOT 32

**Freehold Vacant Possession**  
 Guide Price: £125,000 - £132,000

### 69 Birmingham Road, Great Barr, Birmingham B43 6NX

**Property Description:**

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on the Birmingham Road (A34) close to the junction with Scott Road.

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Lounge, Dining Room, L Shaped Kitchen/Diner

**First Floor:**

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

**Outside:**

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

(Rear) Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 33

**Freehold Vacant Possession**  
 Guide Price: £270,000 - £285,000

### 22 Sir Richards Drive, Harborne, Birmingham, B17 8TT

**Property Description:**

A detached property of brick construction surmounted by a pitched tiled roof, set back from the road behind a foregarden and driveway. The property is in presentable condition but in need of modernisation and benefits from gas fired central heating, a conservatory and front and rear gardens. Sir Richards Drive is situated 0.9 mile from Harborne High Street and 4 miles from Birmingham City Centre.

The property also benefits from being attached to the Calthorpe Estate; there is a small service charge (refer to legal pack) each year to help maintain the impressive surrounding greenery (4.4 acres) which the property over looks.

**Accommodation:**

**Ground Floor:**

Porch, hallway, cloakroom, kitchen, lounge/dining room and conservatory

**First Floor:**

Stairs and landing, three double bedrooms, bathroom with WC, wash basin and bath with shower head over.

**Outside:**

(Front) - Foregarden and driveway allowing for off road parking

(Rear) - Private garden, patio area, two greenhouses and a detached brick built garage

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

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## LOT 34

### Freehold Vacant Possession

Guide Price: £65,000 - £69,000

#### 116 Bordesley Green Road, Bordesley Green, Birmingham B9 4TD

##### Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Bordesley Green Road close to the junction with Cobham Road.

##### Accommodation:

###### Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby and Bathroom having panelled bath, wash basin and WC, Stairs to

###### First Floor:

Landing, Three Bedrooms

###### Outside:

(Front) Walled foregarden  
(Rear) Garden

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)



##### Viewings:

Via Cottons - 0121 247 2233

## LOT 35

### Freehold Shop with Vacant Possession

Guide Price: £45,000 - £53,000

#### 208 Wolverhampton Street, Dudley, West Midlands, DY1 1ED



##### Property Description:

Dudley is within the West Midlands conurbation, and is located approximately 6 miles South of the City of Wolverhampton, and 8 miles North West of Birmingham City Centre. It is the largest town in the Black Country region, and at the 2001 census, had a population of 194,919, with a substantially larger catchment.

The subject property is located within the Town Centre on the Northern side of Wolverhampton Street (B4176).

The property comprises a three storey middle of terrace building, located within a secondary retail area, adjacent to other retail premises including, Takeaways, Hairdressers, Opticians and Financial or Professional Services providers.

The subject premises provide ground floor retail or office accommodation, with ancillary office or storage premises on the first and second floors.

The premises were last used for A2 (Financial and Professional Services), and are suitable for continued A2 use or for retail uses falling within Use Class A1. Other retail or commercial uses would require the grant of planning permission.

##### Accommodation:

(all dimensions and areas quoted are approximate)

###### Ground Floor:

Shop 331 sqft (30.7 sq.m)  
Kitchen 18 sqft ( 1.7 sq.m)

##### First Floor:

Office (front) 203 sq.ft (18.8 sq.m)  
Office/Store (rear) 81 sq.ft ( 7.5 sq.m)

##### Second Floor:

Office (front) 206 sq.ft (19.1 sq.m)  
Office (rear) 131 sq.ft (12.2 sq.m)

Total Net Internal Area 970 sq.ft (90.1 sq.m)

##### Town Planning:

The property is grade II listed as of special architectural or historic importance, and is currently subject to a Listed Building Enforcement Notice.

Interested parties should study documentation contained within the legal pack and make enquiries of the local authority, Dudley Metropolitan Borough Council 01384 814136.

##### VAT:

The vendor informs us that the VAT exemption in respect of this property has currently been waived. Accordingly, the sale proceeds should not attract VAT.

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233





**LOT 36**
**Long Leasehold Industrial/ Workshop Premises**  
**By Instruction of the Joint Administrators of CDM Display Limited**  
 Guide Price: £70,000 to £80,000

**Unit 23 Sugarbrook Road, Aston Fields, Bromsgrove, Worcestershire B60 3DN**
**Property Description:**

A modern mid terraced industrial/workshop unit with ancillary two storey office accommodation forming part of a popular and established business/industrial park containing a range of similar units.

The property has been generally well maintained and is offered in a good state of repair which should appeal to both owner occupiers and investors. Sugarbrook Road is located off Sherwood Road which in turn leads off Bromsgrove eastern bypass (A38) and the property is located within approximately one mile distance to the south of Bromsgrove Town Centre, conveniently within approximately three miles distance from both the M42 Motorway (junction 1) and the M5 Motorway (junction 5)

car parking for approximately four vehicles and has Roller Shutter Loading Access along with Pedestrian Access.

**Gross Internal Area:**

Office: 27sq.mtrs (293sq.ft)  
 Workshop: 204sq.mtrs (2,195sq.ft)  
 Total: 231sq.mtrs (2,488sq.ft)

Eaves Height: approximately 5.2mtrs (17ft)

**Leasehold Information**

Lease Term: The property is subject to a long lease for a term of 103 Years which commenced on 3rd September 2010

Ground Rent: Currently £3,000 per annum (subject to five yearly rent reviews)

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

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

The property provides good quality Workshop/Warehouse Accommodation with Toilets and Ancillary Office Accommodation.

The property is approached by way of a forecourt which provides

**LOT 37**
**Freehold Building Plot**  
 Guide Price: £22,000 - £28,000

**Land Adjacent to 2 Evers Street, Brierley Hill, West Midlands DY5 2AR**
**Property Description:**

A parcel of freehold land roughly rectangular in shape extending to an area of approximately 0.049 acres (200 sq.mtrs). The land benefits from having planning consent for the erection of one detached bungalow. Evers Street is located off New Street which in turn can be found off High Street (A4100).

**Planning:**

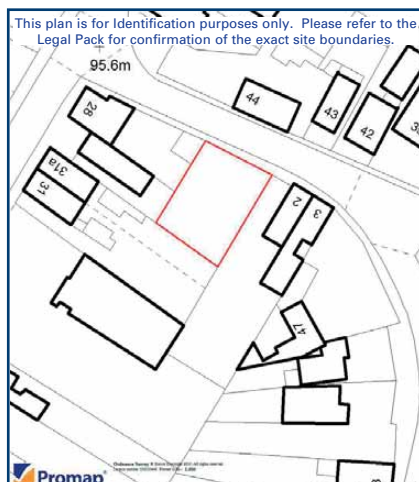
The site benefits from Planning Consent granted by Dudley Metropolitan Borough Council (Ref: P11/1203 dated 15th November 2011) for the erection of one dwelling

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233



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## LOT 38

### Freehold Modern Self-contained office Building with Vacant Possession By Instruction of Wyre Forest District Council Guide Price: £230,000 to £250,000

99 Coventry Street, Kidderminster, Worcestershire DY10 2BL



#### Property Description:

A three storey purpose built office premises prominently situated at the corner of Coventry Street and Bromsgrove Street and located within Kidderminster Town Centre. The property was constructed mid 1980's of brick outer walls surmounted by a pitched interlocking tile clad roof and provides well laid out flexible accommodation having dual entrance and lift access to all floors and until recently has been occupied as offices by Wyre Forest District Council. Coventry Street is accessible from Birmingham Road (A456) which in turn provides direct access to the M5 Motorway (junction 3) located approximately 10 miles distance to the east. Kidderminster Train Station is located within less than half a mile to the south east along Comberton Hill. Immediately to the rear of the building is Bromsgrove Street public car park.

#### Planning:

The current use for the property is as offices but there may be scope for alternate use including residential conversion. We are in receipt of a recent e-mail from John Baggott, Development Manager at Wyre Forest District Council stating that a residential conversion is supportable in principle. All interested parties are recommended to contact Mr Baggott on 01562 732515 prior to bidding to discuss the viability of any proposed redevelopment schemes/alternate use.



**Wyre Forest  
District Council**



#### Accommodation:

The accommodation is laid out over three floors and comprises partitioned offices and ancillary accommodation. Main access is from Coventry Street at ground floor level with a secondary access from Bromsgrove Street at first floor level. Access to all floors is provided by a single 8 person lift along with concrete stairs.

Net Internal Area: 460sq.mtrs (4,955sq.ft)

#### Outside:

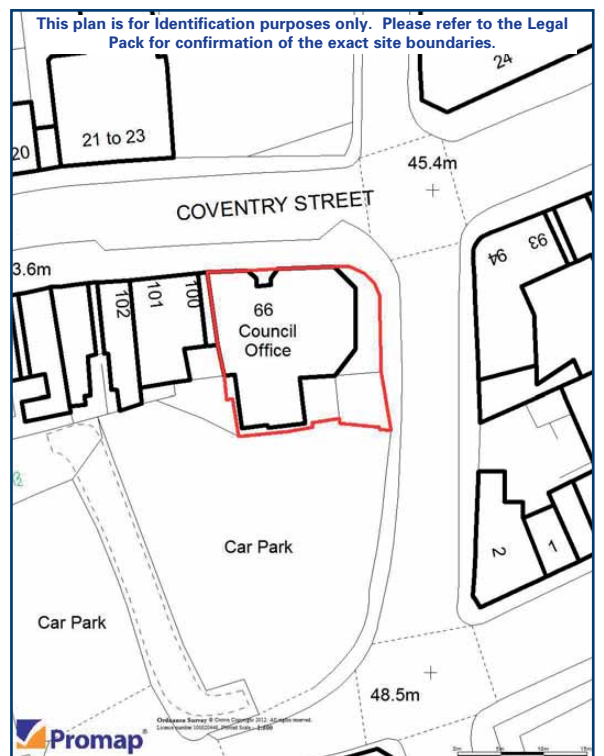
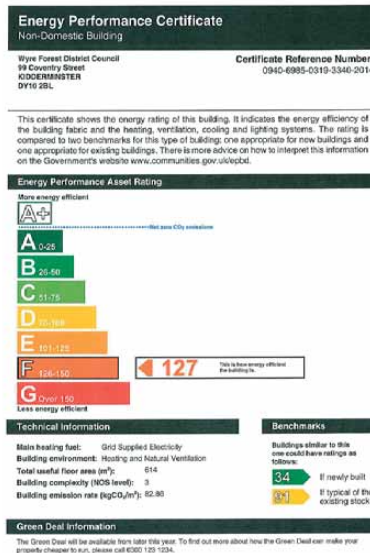
The property benefits from two onsite car parking spaces

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233





**LOT 39**
**Freehold Vacant Possession**

Guide Price: £85,000 - £90,000

**138 Sycamore Road, Smethwick, West Midlands B66 4NS**

**Property Description:**

A three storey mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Sycamore Road is located between Dorset Road and Grange Road.

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

Lounge, Dining Room, Kitchen, Bathroom having panelled bath, washbasin and WC

**First Floor:**

Bedrooms One and Two, stairs to

**Second Floor:**

Bedroom Three

**Outside:**

(Front) Walled foregarden

(Rear) Garden and Brick Built Store

**Legal Documents:**

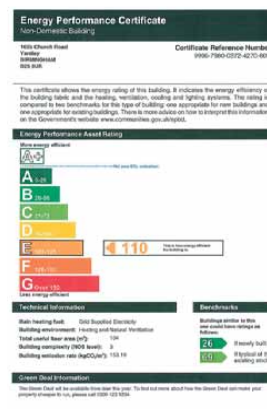
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233


**LOT 40**
**Freehold Shop with Vacant Possession**

Guide Price: £90,000 - £100,000

**165B Church Road, Yardley, Birmingham, B25 8UR**

**Property Description:**

The property is located in the main retail centre of Yardley approximately 5 miles east of Birmingham City Centre and within 0.5 miles Coventry Road (A45).

The national motorway network is accessible at junction 6 (Spaghetti Junction) of the M6 motorway, located approximately 6 miles to the north west.

The property forms part of a busy vibrant retail centre, where nearby traders include Iceland, Reeds & Rains (Estate Agents), Greggs and Weatherspoons.

The property comprises a modern, two storey purpose-built shop of brickwork construction with a flat roof. There is a small single storey addition to the rear of the building of similar construction.

The property provides retail and ancillary accommodation at ground floor level, with office or storage accommodation above.

**Accommodation:**

**(all dimensions and areas quoted are approximate)**

**Ground Floor:**

Retail area	250 sq.ft (23.2 sq.m)
Office/Store	71 sq.ft (6.6 sq.m)
Store	28 sq.ft (2.6 sq.m)
Total Net Internal Area, Ground Floor	349 sq.ft (32.4 sq.m)

**First Floor:**

Currently partitioned to provide three office or storage areas, and toilet with one WC

Net Internal Area, First Floor	277 sq.ft (25.7 sq.m)
Total Net Internal Area	626 sq.ft ( 58.2 sq.m)

**VAT:**

The vendor informs us the VAT exemption in respect of this property has not currently been waived. Accordingly, the sale proceeds should not attract VAT.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

## LOT 41

### Freehold Vacant Possession

Guide Price: £105,000 - £110,000

#### 32 Dads Lane, Moseley, Birmingham B13 8PQ



##### Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a driveway allowing for off road parking. The property benefits from having majority double glazing and gas fired central heating. Dads Lane is located off Moor Green Lane which in turn can be found off Dogpool Lane.

##### Accommodation:

##### Ground Floor:

Lounge, Inner Lobby, Dining Room, Kitchen, Bathroom having panelled bath, wash basin, Separate WC, Stairs to

##### First Floor:

Landing, Bedroom One, Bedroom Two (intercommunicating with) Bedroom Three

##### Outside:

(Front) driveway allowing for off road parking  
(Rear) Garden



##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons – 0121 247 2233

## LOT 42

### Freehold Vacant Possession

Guide Price: £75,000 - £80,000

#### 11 Dalby Road, Walsall, West Midlands WS3 1TS

##### Property Description:

A three bedroomed semi-detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and tarmac covered driveway. The property benefits from having double glazing and gas fired central heating. Dalby Road is located off New Forest Road which in turn can be found off Dartmouth Avenue.

##### Accommodation:

##### Ground Floor:

Entrance Hallway, Lounge, Dining/Kitchen, WC

##### First Floor:

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

##### Outside:

(Front) Lawned foregarden and tarmac covered driveway

(Rear) Garden

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons – 0121 247 2233



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**LOT 43**
**Freehold Office Property with Vacant Possession**  
 Guide Price: £112,000 - £125,000

**20 Bromsgrove Road, Redditch, Worcestershire, B97 4QY**

**Property Description:**

Redditch is a Town and Local Government district in North-East Worcestershire, approximately 15 miles South of Birmingham. The district had a population of approximately 79,216 in 2005, with a larger catchment population.

The Town has historically been associated with light industrial activity and in particular needle manufacture, although in the 1960's it became a model for modern new town planning.

The premises are situated at the corner of Bromsgrove Road and Edward Street, close to the heart of Redditch Town Centre, within close proximity to the Kingfisher Shopping Centre, Redditch Bus Station and Railway Station.

The property comprises a two storey semi-detached building of traditional brickwork construction with a pitched slate roof. The property also includes a lower ground floor or basement.

The accommodation briefly comprises, to the ground floor; entrance lobby, reception, two private offices, with a lower ground floor, offering a lobby/post room, kitchen and WC's, and to the first floor there are three further offices.

To the rear of the property off Edward Street, there is an annex, known as The Studio. This building is also of two storey construction, comprising an office to the ground floor and first floor, with its own toilet.

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

Reception	121 sq.ft (11.2 sq.m)
Office 1	170 sq.ft (15.8 sq.m)
Office 2	166 sq.ft (15.4 sq.m)

**Lower Ground Floor:**

Lobby/Post Room	30 sq.ft (2.8 sq.m)
Kitchen	49 sq.ft (4.6 sq.m)

**First Floor:**

Office 3	165 sq.ft (15.3 sq.m)
Office 4	170 sq.ft (15.8 sq.m)
Office 5	124 sq.ft (11.5 sq.m)

**The Studio (off Edward Street)**
**Ground Floor:**

Office	129 sq.ft (12.0 sq.m)
--------	-----------------------

**First Floor:**

Office	226 sq.ft (21.0 sq.m)
--------	-----------------------

Total Net Internal Area of the Main Building and Studio  
1,350 sq.ft (125.4 sq.m)

Both the main building and studio are self-contained, with their own toilet facilities.

**VAT:**

We are informed by the vendor that the VAT exemption in respect of this property has currently not been waived.

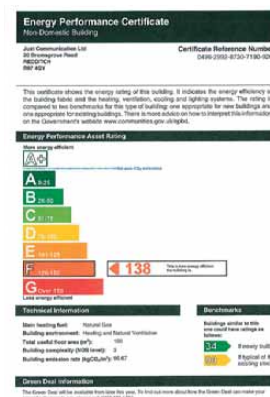
Accordingly, the sale proceeds should not attract VAT.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons  
0121 247 2233


**SHEPHERD  
COMMERCIAL**

## LOT 44

**Freehold Commercial Workshop**  
Guide Price: £4,000 - £8,000

### Rear Workshop 227b Douglas Road, Acocks Green, Birmingham, B27 6EY

#### Description:

A single storey tandem length workshop of predominately brick construction, surmounted by corrugated sheet roofing. The workshop benefits from a secure gated yard. Access is provided via a shared gated side entrance (see photo).

The premises are situated off Douglas Road within Acocks Green, which is approximately 4 miles from Birmingham City Centre.

#### Accommodation:

Single storey workshop with rear yard

#### Gross Internal Area:

Workshop – 33.09 sq m (356 sq ft)

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233



Pedestrian Access  
From Douglas Road



## LOT 45

**Freehold Land**  
Guide Price: £2,000 PLUS

### Land at Portway Hill, Tividale, Oldbury, Sandwell (adjacent B69 IPQ) – Ref 6h

#### Description:

The land comprises a rectangular shaped unfenced and fairly level site of about 500 sq. mtrs (0.123 acres) and lies in a large area of open space bounded by housing to the North, East and South.

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

#### Planning:

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

#### Location:

The land is located approximately 1.3 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is approached, coming

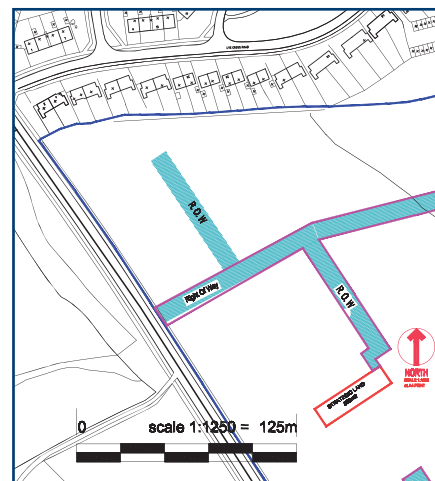
from the M5, along the A4123 (0.7 miles), then turn left onto Newbury Lane, continue along for 0.8 miles to the traffic lights and turn right onto Portway Hill. The land 150m South of the Portway Hill / Lye Cross Road junction

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

The site is open for viewings



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site 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 £395 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £150 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

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

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

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

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



**LOT 46**
**Freehold Vacant Possession**

Guide Price: £205,000 - £225,000

**46 Manor Road North, Edgbaston, Birmingham B16 9JS**

**Property Description:**

A substantial four bedroomed semi-detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway giving access to garage and allowing for off road parking. The property benefits from having well laid out accommodation and gas fired central

heating. Manor Road North is a cul-de-sac located off both Melville Road and Manor Road the latter being found off Hagley Road (A456). The property is approximately within one and a half miles from Birmingham city centre.

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

Entrance Porch, Entrance Hallway,

Lounge, Dining Room, Kitchen, Pantry, Leanto and WC, Stair to

**First Floor:**

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

**Outside:**

(Front) Lawned foregarden and driveway allowing access to garage

(Rear) Lawned Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 47**
**Freehold Vacant Possession**

Guide Price: £100,000 to £110,000

**2 Kenilworth Road, Lighthorne Heath, Leamington Spa, Warwickshire CV33 9TQ**
**Property Description:**

A semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows/external doors and solid fuel central heating but requiring some cosmetic improvement throughout. The property is located in a cul de sac off Marston Avenue and is situated in the village of Lighthorne Heath which was purpose built in the 1950's as housing for airmen from nearby RAF Gaydon and which were sold off in the 1970's/80's. Gaydon is within less than one mile distance and is currently home to Jaguar Land Rover headquarters, Aston Martin and the Heritage Motor Centre. The M40 Motorway (junction 12) is within approximately one mile distance and the property lies within approximately 6 miles distance to the south east of Leamington Spa.

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

Reception Hall, Lounge, UPVC Double Glazed Conservatory, Kitchen, Dining Room

**First Floor:**

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

**Outside:**

(Front) Foregarden with pedestrian side access to rear

(Rear) Enclosed garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233





## LOT 48

**Freehold Vacant Possession with C2 Consent**  
**On Behalf of AC Wright and GB Judd, Joint LPA Receivers**  
 Guide Price: £200,000 - £230,000

**376 Penn Road, Wolverhampton, WV4 4DB**



### Property Description:

A substantial and imposing semi detached property of brick construction surmounted by a pitched tiled roof set back from the road behind a gated driveway. The property is in presentable condition and benefits from gas fired central heating, modern kitchen and bathroom fittings and an alarm system. The property is situated on Penn Road (A449), an established and popular residential area and is 1.2 miles from Wolverhampton City Centre.

### Accommodation:

#### Ground Floor:

Office, double bedroom, lounge/dining room, kitchen and utility room

### First Floor:

Stairs and landing, shower room having shower cubicle, WC and wash basin and four double bedrooms

### Outside:

(Front) - Gated driveway and a single garage  
 (Rear) - Paved garden

### Planning:

The property was formerly used as a care home, falling within the commercial use class C2.  
 Application number 11/01182/CPL.

The property is suitable for a

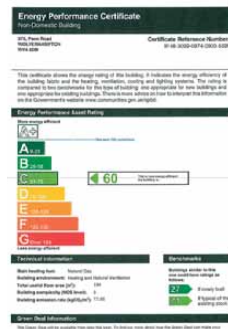
number of uses, for all enquiries please contact Wolverhampton City Council planning department before bidding.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons  
 0121 247 2233





## LOT 49

### Leasehold Vacant Possession

Guide Price: £27,000 to £33,000

#### 22D Wolverhampton Street, Darlaston, West Midlands WS10 8UQ

##### Property Description:

A self contained two bedroom first floor flat forming part of a three storey purpose built block providing well laid out accommodation but requiring some modernisation and improvement throughout. The property forms part of a predominantly residential area and Wolverhampton Street leads directly off Moxley Road (A4038). The property is within approximately half a mile distance from Darlaston Town Centre.

##### Accommodation:

##### Ground Floor:

Communal Entrance with Security Door Entry System

##### First Floor:

Reception Hall, Lounge/Dining Room, Kitchen, Two Double Bedrooms, Bathroom with bath, wash basin and wc

##### Outside:

Communal Gardens with Store.

##### Leasehold Information:

Lease Term: From 28 October 1991 until 24 March 2117

Ground Rent: £10 per annum

Service Charge: Refer to Legal Pack

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons  
0121 247 2233



## LOT 50

### Leasehold Vacant Possession

Guide Price: £48,000 - £53,000

#### Flat 10, 1 Endwood Court, Handsworth Wood Road, Handsworth Wood, Birmingham B20 2RZ



##### Property Description:

A two bedroomed flat situated on the second floor of the substantial purpose built block offering well laid out accommodation. The property benefits from having electric heating, modern kitchen fittings and garage located in a separate block. The property is located off Handsworth Wood Road close to the junction with Church Lane (A4040).

##### Accommodation:

##### Ground Floor:

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

##### Second Floor:

Entrance Hallway, Lounge (having

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

##### Outside:

Communal gardens and garage

##### Leasehold Information:

Term: 99 years from 25th March 1963

Ground Rent: £35.00 rising to £85.00

Service Charge: Please refer to Legal Pack

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons – 0121 247 2233



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## LOT 51

**Freehold Ground Rent**  
Guide Price: £30,000 To £37,000

### Freehold Ground Rent, 70 Antrobus Road, Sutton Coldfield, West Midlands B73 5EL

#### Property Description:

A freehold ground rent secured upon a traditional detached house of brick construction with hipped tile clad roof forming part of a popular residential area known as Wylde Green, Sutton Coldfield.

The property is subject to a long Lease for a Term of 99 Years from 24th June 1932 and under the terms of the lease the freeholder receives a ground rent of £10.50 per annum.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Not Applicable



## LOT 52

### A Portfolio of Freehold Ground Rent Investments

Guide Price: £10,000 to £12,000

### Freehold Ground Rents 18, 22, 24 & 26 Bryn Morgrug, Pontardawe, West Glamorgan SA8 3DG

#### Description:

A portfolio of freehold ground rents secured upon a range of modern semi detached houses situated in the town of Pontardawe.

The properties are each subject to a long lease for a term of 99 years from 25th March 1973 with each lessee paying a ground rent of £25 per annum.

Total Ground Rent Income: £100 per annum

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Not Applicable

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## LOT 53

**Leasehold Vacant Possession**  
Guide Price: £60,000 - £65,000

### 80 Selly Wick Drive, Selly Park, Birmingham B29 7JH

#### Property Description:

A well proportioned two bedroomed ground floor flat set back from the road behind communal gardens. The property offers well laid out accommodation including two double bedrooms and garage located in a separate block however does require modernisation and improvement throughout. Selly Wick Drive is located off Selly Wick Road and Pershore Road (A441).

#### Please Note:

This property may not be sublet and as such may be purchased only on the basis of subsequent owner occupation and any bids are accepted strictly on that basis. On completion a share of the Freehold Residents Company will be transferred to the Owner Occupier.

#### Accommodation:

##### Ground Floor:

Communal Entrance with security door entry

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

#### Outside:

Communal gardens and garage located in a separate block

#### Leasehold Information:

Term: 99 years from 24th June 1992  
Ground Rent: £6.00 per annum  
Service Charge: Please refer to Legal Pack

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233





**LOT 54**
**Freehold Investment**  
 Guide Price: £65,000 to £69,000

**74 Arden Road, Smethwick, West Midlands B67 6AX**
**Property Description:**

A double fronted mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows and gas fired central heating situated directly fronting Arden Road close to the junction with Parkes Street and conveniently located within less than one mile distance from Bearwood Road Shopping Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

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

Lounge, Dining Room, Lobby with Store  
 Cupboard, Breakfast Kitchen

**First Floor:**

Stars and Landing, Bedroom One (double), Bedroom Two (double), Intercommunicating Room (potential bedroom three), Bathroom with bath, wash basin and wc

**Outside:**

(Rear) Garden with rear pedestrian access

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233


**LOT 55**
**Freehold Vacant Possession**  
 Guide Price: £50,000 - £57,000

**113 Longley Walk, Chelmsley Wood, Birmingham B37 7SD**
**Property Description:**

A mid-terraced property surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having part UPVC double glazing however does require some modernisation and improvement. Longley Walk is a pedestrian walkway located off Blair Grove which in turn can be found off Starkey Croft

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

Entrance Hallway, Lounge, Kitchen/  
 Dining Room, Stairs to

**First Floor:**

Landing, 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](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233


**LOT 56**
**Leasehold Vacant Possession**  
 Guide Price: £40,000 to £47,000

**Flat 6 Phoenix Court, West Drive, Pershore Road, Edgbaston, Birmingham B5 7RT**
**Property Description:**

A ground floor purpose built one bedroom flat forming part of an established development set within well maintained gardens and benefiting from UPVC double glazed windows, under-floor heating and modern kitchen and bathroom fittings. The property forms part of a small estate located off West Drive which in turn leads off Pershore Road (A441) close to the junction with Priory Road and the property is conveniently within approximately one and a half miles distance to the south of Birmingham City Centre.

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

Communal Entrance Hall with security door entry system, Reception Hall, Lounge, Kitchen with a range of modern fittings having access to a Private Yard Area, Double Bedroom, Bathroom with modern suite having panelled bath with electric shower over, pedestal wash basin and wc

**Outside:**

Communal car parking area (subject to permit) and well maintained communal gardens

**Leasehold Information:**

Lease Term: From 21st December 2005 to 22nd March 2147

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

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233





**LOT 57**

**Freehold Property**  
Guide Price: £85,000 - £89,000

**22 Elder Lane, Griffydam, Coalville, Leicestershire, LE67 8HD**



**Property Description:**

A two bedroomed semi-detached cottage surmounted by a tiled roof directly fronting the pavement. The property benefits from having double glazed windows and central heating. The property further benefits from having a large double detached garage allowing for off road parking. The property is located in the Village of Griffydam and Elder Lane is located off Rempstone Avenue (B5324).

**Accommodation:**

**Ground Floor:**

Lounge, Dining Room, Kitchen, Utility Area.

**First Floor:**

Two Bedrooms and Bathroom having panelled bath, wash basin and wc.

**Outside:**

(Rear) Detached double garage with steps up to a raised patio area

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233



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## LOT 58

**Freehold Vacant Possession**

Guide Price: £100,000 - £108,000

### 28 Brentford Road, Kings Heath, Birmingham B14 4DQ

#### Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned fore-garden and paved driveway giving access to garage. The property benefits from having UPVC double glazing and gas fired central heating. Brentford Road is located off Haunch Lane which in turn can be found off Wheelers Lane and Yardley Wood Road.

#### Accommodation:

##### Ground Floor:

Entrance Hallway, Through Lounge, Kitchen/Diner, Stairs to

##### First Floor:

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

#### Outside:

(Front) Lawned fore-garden and paved driveway giving access to garage

(Rear) Lawned garden



#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233

## LOT 59

**By Instruction of the Mortgagees Not In Possession  
Freehold Property**

Guide Price: £28,000 - £34,000

### 89 High Street, Brockmoor, Brierley Hill, DY5 3JB

#### Property Description:

A two storey double fronted mid terraced building surmounted by a tiled roof directly fronting the pavement, please note the property has not been internally inspected by the auctioneers, however, we understand from the Valuation Office Agency website that the property has ground floor offices and residential accommodation to the first floor. The property is located on High Street (B4180) and situated between the junctions of Norwood Road and Pheasant Street and the immediate surrounding area is a mix of both residential and commercial properties.

#### Important Note:

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The Mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies that may or may not be in place. All interested parties should make their

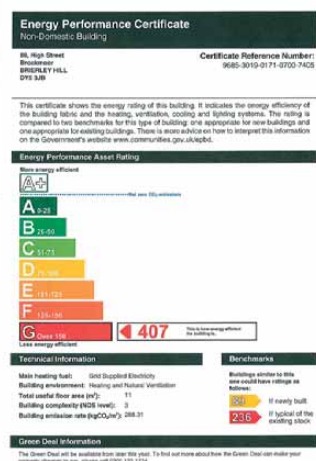
own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233

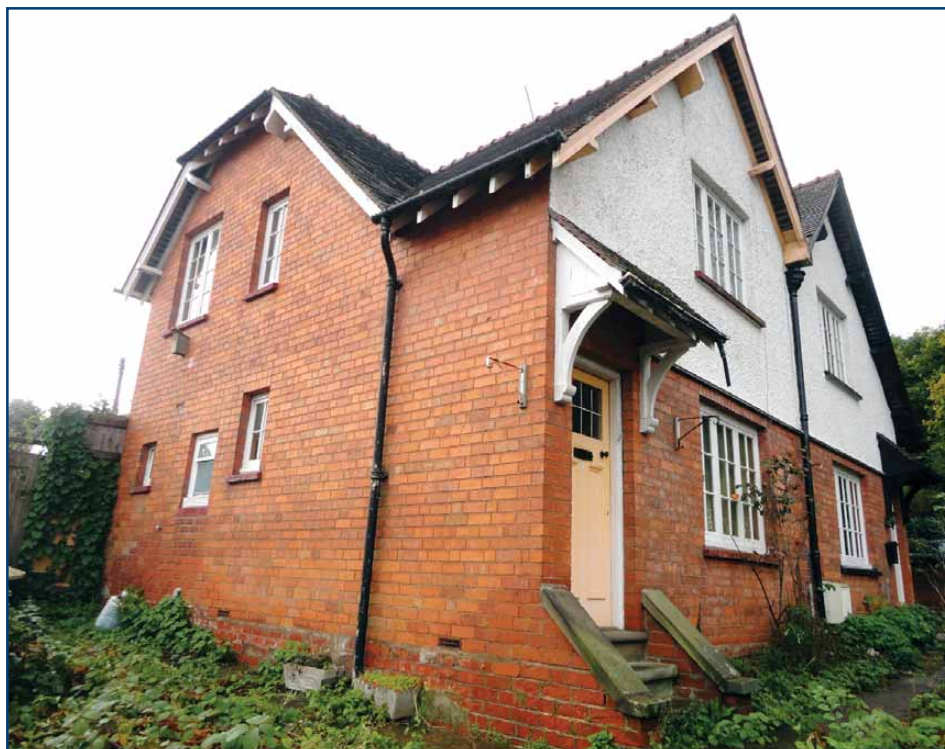


## LOT 60

### Freehold Vacant Possession

Guide Price: £120,000 to £130,000

**5 Bear Hill, Alvechurch, Birmingham, B48 7JX**



#### Property Description:

A two storey semi detached house of traditional brick construction surmounted by a pitched tile clad roof requiring modernisation and renovation throughout. The property is situated on a spur road leading directly off Bear Hill, close to the junction with Alvechurch Square and occupying an elevated position overlooking a public grassed area and local wall memorial. The property forms part of the popular and well regarded village of Alvechurch which contains a variety of local retail shops and amenities all within convenient walking distance and the village itself

is situated within approximately eight miles distance to the south of Birmingham City Centre and within approximately one and a half miles distance from the M42 Motorway (junction 2)

#### Accommodation:

##### Ground Floor:

Entrance Hall, Living Room, Kitchen, Shower Room, Pantry, Veranda with Outside WC

##### First Floor:

Stairs and Landing, Three Bedrooms

#### Outside:

(Front) Forgarden, partly paved side garden  
(Rear) Large L-shaped garden

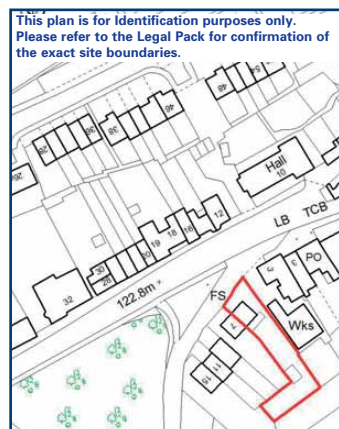
#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

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**Note:** All parties viewing the property are advised that the rear garden contains several former fish ponds currently concealed by overgrowth and inspection of the garden area will be entirely at their own risk.



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# Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit \_\_\_\_\_

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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## A1 Introduction

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

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

## A2 Our role

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

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

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

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

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

## A3 Bidding and reserve prices

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

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

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

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

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

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

## A4 The particulars and other information

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

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

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

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

## A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

## G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

## G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

## G3. Between contract and completion

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

- (a) produce to the **buyer** on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

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

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

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

## G4. Title and identity

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

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

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

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

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

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

- (i) the application for registration of title made to the land registry;
  - (ii) the **documents** accompanying that application;
  - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
- (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

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

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

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



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

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

#### G5. Transfer

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

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

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

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

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

#### G6. Completion

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

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

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

- (a) direct transfer to the **seller's** conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.

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

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

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

#### G7. Notice to complete

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

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

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

- (a) terminate the **contract**;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the **lot**; and
- (e) claim damages from the **buyer**.

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

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

#### G8. If the contract is brought to an end

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

- (a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and
- (b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

#### G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

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

#### G10. Interest and apportionments

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

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

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

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

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

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

#### G11 Arrears

##### Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of

rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

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

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

##### Part 2 Buyer to pay for arrears

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

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

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

##### Part 3 Buyer not to pay for arrears

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

- (a) so state; or
- (b) give no details of any **arrears**.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
- (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
- (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
- (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

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

#### G12. Management

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

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

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

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

#### G13. Rent deposits

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

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

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

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

#### G14. VAT

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

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

#### G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
  - (b) collect the rents payable under the **tenancies** and charge **VAT** on them
- G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:

- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
- (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
- (c) if **VAT** is payable because the **buyer** has not complied with this **condition** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

#### G16. Capital allowances

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

respect of the **lot**.

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

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

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

(a) to make an election on **completion** under Section

198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and

(b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

#### **G17. Maintenance agreements**

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

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

#### **G18. Landlord and Tenant Act 1987**

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

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

#### **G19. Sale by practitioner**

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

#### **G20. TUPE**

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

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

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

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

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

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

#### **G21. Environmental**

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

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

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

#### **G22. Service Charge**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **G23. Rent reviews**

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

#### **G24. Tenancy renewals**

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

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

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

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

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

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

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

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

#### **G25. Warranties**

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

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

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

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

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

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

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

#### **G26. No assignment**

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

#### **G27. Registration at the Land Registry**

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

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

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

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

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

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

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

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

#### **G28. Notices and other communications**

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

#### **G29. Contracts (Rights of Third Parties) Act 1999**

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

**A full copy of the Common Auction Conditions including the Glossary can be found at:  
[www.rics.org/commonauctionconditions](http://www.rics.org/commonauctionconditions)**





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