

**13th SEPTEMBER 2012**

# **Cottons**

CHARTERED SURVEYORS

## **AUCTION**

THURSDAY 13th SEPTEMBER 2012  
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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 71 Lots

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

## Order of Sale

### Lot Property

1	52 UPPER MEADOW ROAD, BIRMINGHAM, B32 1NX	Freehold Vacant Residential
2	2 HALSBURY GROVE, BIRMINGHAM, B44 0DU	Freehold Vacant Residential
3	65 LENNOX GARDENS, WOLVERHAMPTON, WV3 0RR	Leasehold Vacant Residential
4	72 NINE ELMS LANE, WOLVERHAMPTON, WV10 9AF	Freehold Vacant Residential
5	13 PROLE STREET, WOLVERHAMPTON, WV10 9AD	Freehold Vacant Residential
6	9 GRASMERE ROAD, BIRMINGHAM, B21 0UP	Freehold Vacant Residential
7	18A BLEWITT STREET, BRIERLEY HILL, DY5 4AW	Freehold Land with Potential
8	122 VICARAGE ROAD, OLDBURY, B68 8HU	Freehold Vacant Residential
9	76 CORBETT STREET, SMETHWICK, B66 3PX	Freehold Vacant Residential
10	112 WINDSOR AVENUE, WOLVERHAMPTON, WV4 4BN	Freehold Vacant Residential
11	PLOT 2 THE SAWMILLS, EARDISLEY, HEREFORD, HR3 6NR	Freehold Land with Potential
12	PLOT 3 THE SAWMILLS, EARDISLEY, HEREFORD, HR3 6NR	Freehold Land with Potential
13	48 VICTORIA ROAD, WOLVERHAMPTON, WV10 0NG	Freehold Retail Investment
14	32 BEACONSFIELD, TELFORD, TF3 1NG	Leasehold Residential Investment
15	56 STRATTON STREET, WOLVERHAMPTON, WV10 9AJ	Freehold Vacant Residential
16	60 STRATTON STREET, WOLVERHAMPTON, WV10 9AJ	Freehold Vacant Residential
17	LAND 7D, PORTWAY HILL, TIVIDALE, OLDBURY	Freehold Land
18	58 REDDAL HILL ROAD, CRADLEY HEATH, B64 5JT	Freehold Vacant Commercial
19	2 WALLACE ROAD, BIRMINGHAM, B29 7ND	Freehold Vacant Commercial
20	8 SPEEDWELL ROAD, BIRMINGHAM, B25 8HT	Freehold Residential Investment
21	10 SPEEDWELL ROAD, BIRMINGHAM, B25 8HT	Freehold Residential Investment
22	12 SPEEDWELL ROAD, BIRMINGHAM, B25 8HT	Freehold Residential Investment
23	14 SPEEDWELL ROAD, BIRMINGHAM, B25 8HT	Freehold Residential Investment
24	BREACHBROOK FARM, SQUARE LANE, CORLEY, CV7 8AX	Freehold Vacant Smallholding
25	SPRINGFIELD WORKS, STOURBRIDGE, DY9 8BB	Freehold Vacant Commercial
26	LAND AT MANOR WAY, HALESOWEN, B62 8RJ	Freehold Land
27	HILLCREST, BIRCH TERRACE, DUDLEY, DY2 0LJ	Freehold Vacant Residential
28	THE LATCH, GREY MILL LANE, WOOTTON WAWEN, B95 6HL	Freehold Vacant Smallholding
29	903/905 ALDRIDGE ROAD, BIRMINGHAM, B44 8NS	Freehold Vacant Commercial
30	126 STRATFORD ROAD, BIRMINGHAM, B11 1AJ	Freehold Vacant Commercial
31	73 DIBBLE ROAD, SMETHWICK, B67 7PZ	Freehold Vacant Residential
32	27 DAISY ROAD, BIRMINGHAM, B16 9DY	Freehold Vacant Residential
33	5 LESLIE ROAD, BIRMINGHAM, B16 9DX	Freehold Vacant Residential
34	18 COMPTON ROAD, CRADLEY HEATH, B64 5BB	Freehold Vacant Residential
35	44 WARSTOCK ROAD, BIRMINGHAM, B14 4ST	Freehold Commercial Investment
36	295 ALCESTER ROAD SOUTH, BIRMINGHAM, B14 6EB	Freehold Commercial Investment
37	APPLE TREE COTTAGE, PENKRIDGE, ST19 5RE	Freehold Vacant Residential
38	THE WHITE LION, 2 ST. PETERS ROAD, DUDLEY, DY2 8HS	Freehold Former Public House
39	CLAREMONT HOUSE, WILLENHALL, WV13 1RE	Freehold Vacant Commercial
40	582 MOSELEY ROAD, BIRMINGHAM, B12 9AA	Freehold Vacant Commercial
41	CROWN HOUSE, GREEN STREET, OLDBURY, B69 4JB	Freehold Vacant Commercial
42	721 BRISTOL ROAD SOUTH, BIRMINGHAM, B31 2ST	Freehold Vacant Commercial
43	FGR 239 COOKS LANE & SUB-STATION, KINGSHURST, B37 6NX	Freehold Ground Rents
44	FGR 28 GROSVENOR SQUARE, BIRMINGHAM, B28 0NA	Freehold Ground Rent
45	FGR 3,7,11&12 BRYN MORGRUG, PONTARDAWE, SA8 3DG	Freehold Ground Rents
46	19 HARMER STREET, HOCKLEY, BIRMINGHAM, B18 7RT	Freehold Vacant Residential
47	THE BRIDGE P H, 91 STATION ROAD, LANGLEY, B69 4LU	Freehold Former Public House
48	OLD BCT PROPERTY, TIMMIS ROAD, STOURBRIDGE, DY9 7BQ	Freehold Part Vacant Commercial
49	22 PLEASANT STREET, LYNG, WEST BROMWICH, B70 7DP	Freehold Vacant Commercial
50	11 DUDGING ROAD, WOLVERHAMPTON, WV4 5DT	Freehold Vacant Residential
51	113 SOHO ROAD, BIRMINGHAM, B21 9ST	Freehold Vacant Commercial
52	127 PORTLAND ROAD, BIRMINGHAM, B16 9QX	Freehold Vacant Former Hotel
53	LAND TO THE SOUTH OF BURY HILL PARK - REF MID 1B	Freehold Land
54	69 BIRMINGHAM ROAD, BIRMINGHAM, B43 6NX	Freehold Vacant Residential

### Lot Property

55	43 BREAD AVENUE, SOLIHULL, B26 1JS	Freehold Residential Investment
56	FLAT E. 24 HIGH STREET, LYE, DY9 8LB	Leasehold Vacant Residential
57	18 ALUM ROCK ROAD, BIRMINGHAM, B8 1JB	Freehold Vacant Commercial
58	APT 20, 52 SHERBORNE STREET, BIRMINGHAM, B16 8FQ	Leasehold Vacant Residential
59	22 SHENSTONE ROAD, BIRMINGHAM, B16 0NU	Freehold Vacant Residential
60	BLDG PLOT ADJ 4 HERONVILLE DRIVE, WEST BROM, B70 0HS	Freehold Building Plot
61	BLDG PLOT, 12 TALFOURD STREET, BIRMINGHAM, B9 5AL	Freehold Building Plot
62	30 WOOD END ROAD, BIRMINGHAM, B24 8AD	Freehold Residential Investment
63	14 PRESTWOOD ROAD, WOLVERHAMPTON, WV11 1RA	Freehold Vacant Residential
64	12 PARK AVENUE, STAFFORD, ST17 9RB	Freehold Vacant Residential
65	45 HARROWBY PLACE, WILLENHALL, WV13 2RA	Freehold Vacant Residential
66	421 BILSTON ROAD, WOLVERHAMPTON, WV2 2NN	Freehold Vacant Residential
67	58 PHILLIMORE ROAD, BIRMINGHAM, B8 1PS	Freehold Vacant Residential
68	103 UPPINGHAM ROAD, LEICESTER, LE5 3TB	Freehold Vacant Commercial
69	50G AND 52 BLABY ROAD, WIGSTON, LEICESTERSHIRE, LE18 4SD	Freehold Vacant Commercial
70	25 DEVON CRESCENT, WALSALL, WS9 8JH	Freehold Vacant Residential
71	146 CROSS ROAD, COVENTRY, CV6 5GS	Freehold Vacant Residential

### Auctioneers

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**Valuers** Ian M. Axon, Stephen D. Sutton B.Sc. (Est. Man.) FRICS, Dan O'Malley B.Sc. (Hons) HND, Callum Wing BSc (Hons)

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**Auction Team** Richard Longden B.Sc. (Hons.) MRICS, Peter C. Longden FRICS, Mark M. Ward Assoc. FRICS, Nada Turton, 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

### Freehold Vacant Possession

Guide Price : £60,000 - £65,000

#### 52 Upper Meadow Road, Quinton, Birmingham B32 1NX

##### Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing however requires modernisation, improvement and repair. Upper Meadow Road can be found off Ridgacre Lane which in turn is located off Quinton Road West.

##### Accommodation:

##### Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen,

##### First Floor:

Three Bedrooms and bathroom having panelled bath 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 2

### Freehold Vacant Possession

Guide Price : £55,000 - £60,000

#### 2 Halsbury Grove, Kingstanding, Birmingham B44 0DU



##### 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 however does require modernisation and improvement. Halsbury Grove is a cul-de-sac located off Aylesbury Crescent which in turn can be found off Warren Farm Road.

##### Accommodation:

##### Ground Floor:

Entrance Hallway, Lounge, Dining

Room, Kitchen, Shower Room having shower cubicle, wc and wash basin,

##### First Floor:

Three Bedrooms

##### Outside:

(Front) Walled foregarden and driveway  
(Rear) Garden

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233

## LOT 3

### Leasehold Vacant Possession

Guide Price: £27,000 to £32,000

#### 65 Lennox Gardens, Pennfields, Wolverhampton WV3 0RR



##### Property Description:

A purpose built ground floor maisonette providing well laid out accommodation benefiting from UPVC double glazed windows, gas fired central heating and modern kitchen fittings. The property forms part of a small development and is situated in a cul-de-sac which leads off Merridale Street West which in turn is located off Owen Road and conveniently within approximately a quarter of a mile distance from Wolverhampton City Centre.

##### Accommodation:

##### Ground Floor:

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

##### Outside:

Enclosed rear garden

##### Leasehold Information:

Term: 99 Years from 1 January 1975  
Ground Rent: £30 rising to £60

##### 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: £48,000 to £54,000

#### 72 Nine Elms Lane, Wolverhampton WV10 9AF

##### Property Description:

A traditional mid terraced house of brick construction surmounted by an interlocking concrete tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and offered for sale in a presentable condition. Nine Elms Lane leads directly off Cannock Road (A460) and the property is conveniently within approximately three quarters of a mile distance from Wolverhampton City Centre located to the south west.

##### Accommodation:

##### Ground Floor:

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

##### First Floor:

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

##### Outside:

(Front) Foregarden



(Rear) 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: £47,000 to £52,000

**13 Prole Street, Wolverhampton,  
West Midlands WV10 9AD****Property Description:**

A traditional mid terraced property of brick construction surmounted by a pitched tile clad roof benefitting from gas fired central heating, UPVC double glazed windows and modern kitchen and bathroom fittings. Prole Street is located off Cannock Road (A460) which leads westbound to Stafford Street (A449) and provides direct access to Wolverhampton City Centre being within approximately half a miles distance.

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

Hallway, Living Room, Dining Room, Kitchen and Bathroom having bath, wash basin and W.C.

**First Floor:**

Stairs and Landing and 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 6****Freehold Vacant Possession**

Guide Price : £68,000 - £74,000

**9 Grasmere Road, Handsworth,  
Birmingham B21 0UP****Property Description:**

A end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having gas fired central heating and majority UPVC double glazing. Grasmere Road is located off Nineveh Road which in turn is found off Soho Road (A41)

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

Entrance Porch, Through Lounge, Kitchen

**First Floor:**

Bedroom One, Bedroom Two (intercommunicating with) Bathroom having panelled bath with electric shower over, wc and wash basin

**Outside:**

(Front) Walled foregarden  
(Rear) Yard

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 7****Freehold Land with Potential**

Guide Price: £20,000 - £25,000

**18A Blewitt Street, Pensnett, Brierley  
Hill, West Midlands DY5 4AW****Property Description:**

A parcel of freehold land situated adjacent to 18 Blewitt Street. The site has previously benefitted from Planning Permission for the erection of one three bedrooomed detached dwelling granted by Dudley Metropolitan Borough Council (Ref: PO9/0167 and dated the 26th of March 2009), however this has now expired and all interested parties should contact the Planning Department prior to bidding to discuss the viability of any proposed schemes. Blewitt Street is located off both Queen Street and Commonsidge (B4179)

**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 8

### Freehold Vacant Possession

Guide Price : £66,000 - £72,000

#### 122 Vicarage Road, Oldbury, West Midlands B68 8HU

##### Property Description:

A 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. Vicarage Road (B4169) is located off both Crosswell Road and Dogkennel Lane (B4182)

##### Accommodation:

###### Ground Floor:

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

###### First Floor:

Two Bedrooms

##### Outside:

(Front) Walled foregarden  
(Rear) Lawned Garden and secure off road parking accessed via a service road

##### Legal Documents:

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



##### Viewings:

Via Cottons - 0121 247 2233

## LOT 9

### Freehold Vacant Possession

Guide Price: £40,000 to £47,000

#### 76 Corbett Street, Smethwick, West Midlands B66 3PX



##### Property Description:

A traditional mid terraced house of rendered brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows and electric heating. The property is situated close to the junction with Suffrage Street and Corbett Street leads directly off High Street providing convenient access to Cape Hill Shopping Centre which includes Windmill Retail Park all within close proximity.

##### Accommodation:

###### Ground Floor:

Lounge, Breakfast Kitchen, Rear

Entrance Hall, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

###### First Floor:

Stairs and Landing, Double Bedroom

##### Outside:

(Rear) Shared pedestrian access to a shared rear yard

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233

## LOT 10

### Freehold Vacant Possession

Guide Price : £105,000 - £115,000

#### 112 Windsor Avenue, Penn, Wolverhampton WV4 4BN



##### Property Description:

A semi-detached property set back from the road behind a lawned foregarden and driveway allowing access to garage and off road parking. The property requires modernisation and improvement. Windsor Avenue is located off Coalway Road.

##### Accommodation:

###### Ground Floor:

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

###### First Floor:

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

##### Outside:

(Front) Lawned foregarden and driveway giving access to garage  
(Rear) Garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233

## LOT 11

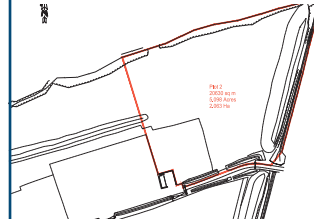
### Freehold Land with Vacant Possession

Guide Price: £30,000 - £40,000

#### Plot 2, The Sawmills, Eardisley, Herefordshire, HR3 6NR



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



Eardisley Sawmills is approached via the A441 Hereford to Kington Road, leading off the main A438 Hereford to Brecon Road. The site is well located, being approximately fifteen miles from Hereford, fifteen miles from Leominster and twenty five miles from Brecon.

The property comprises a large parcel of commercial land, where approximately 20% of the site is currently surfaced with hardcore. We understand that planning permission has been obtained for the entire site to be surfaced with concrete.

The property would be suitable for commercial uses such as open storage,

or subject to planning permission, for grazing, agricultural use or industrial development.

##### Site Area:

5.10 Acres (2.06 hectares or 20,630 sq.m)

##### Legal Documents:

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

##### Viewings:

The site is open for inspection



**LOT 12**
**Freehold Commercial Land,  
with Vacant Possession**  
 Guide Price: £75,000 - £85,000

**Plot 3, The Sawmills, Eardisley,  
Herefordshire, HR3 6NR**


Eardisley Sawmills is approached via the A441 Hereford to Kington Road, leading off the main A438 Hereford to Brecon Road. The site is well located, being approximately fifteen miles from Hereford, fifteen miles from Leominster and twenty five miles from Brecon.

The property comprises an irregular shaped parcel of land, well-surfaced with concrete, displaying no obvious gradients or contours. As such, the property provides a good yard, suitable for open storage purposes, or for development, subject to statutory consents.

**Site Area:**

2.295 Acres (0.929 Hectares or 9,289 sq.m)

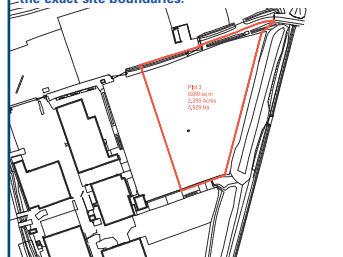
**Legal Documents:**

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

**Viewings:**

The site is open for inspection

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

**LOT 13**
**Freehold Shop Investment**  
 Guide Price: £25,000 - £30,000

**48 Victoria Road Fallings Park  
Wolverhampton WV10 0NG**
**Property Description:**

Victoria Road can be approached via Bushbury Road or the Cannock Road (A460) and is within approximately one and a half miles of Wolverhampton City Centre.

A single storey brick built commercial property, surmounted by a tiled roof and set back from the road behind a block paved fore-garden allowing for off road parking.

The property is currently let on a lease for a term of 3 years which commenced on 28 October 2009 at a rent of £3,600 per annum. The tenant is currently trading as a hairdressers.

**Accommodation:**

Salon Area, Preparation Area, Kitchenette and WC

**Outside:**

(Front) Block paved fore-garden allowing for off road parking  
(Rear) Communal Yard Area

**Tenancy Information:**

The property is let on a lease for a term of 3 years from 28th October 2009 at a rent of £3,600 per annum

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 14**
**Leasehold Investment**  
 Guide Price: £34,000 - £38,000

**32 Beaconsfield, Brookside, Telford,  
Shropshire TF3 1NG**
**Property Description:**

A first floor one bedroomed flat located in a purpose built block. The property benefits from having gas fired central heating. Beaconsfield is located off Brookside Avenue which in turn is found off Holmer Farm Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £350.00 pcm (£4,200.00 per annum)

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

Communal Entrance, Hallway and Stairs

**First Floor:**

Lounge, Kitchen, Bedroom and Bathroom having panelled bath wash basin and wc

**Outside:**

Communal Gardens

**Leasehold Information:**

Term: 125 years from 1ST April 1989  
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

**LOT 15**
**Freehold Vacant Possession**  
 Guide Price: £48,000 to £54,000

**56 Stratton Street,  
Wolverhampton WV10 9AJ**
**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and offered for sale in a presentable condition. Stratton Street forms part of an established residential area which leads off Nine Elms Lane and which in turn leads off Cannock Road (A460). Wolverhampton City Centre lies within approximately three quarters of a mile distance to the south west.

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

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

**First Floor**

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

**Outside:**

(Rear) Yard and garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 16

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

### 60 Stratton Street, Wolverhampton WV10 9AJ

#### Property Description:

A mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows and requiring some repair. Stratton Street forms part of an established residential area which leads off Nine Elms Lane and which in turn leads off Cannock Road (A460). Wolverhampton City Centre lies within approximately three quarters of a mile distance to the south west.

#### Accommodation:

##### Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen

##### First Floor:

Stairs and Landing, Two Bedrooms and Bathroom

##### Outside:

(Rear) Garden



#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233

## LOT 17

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

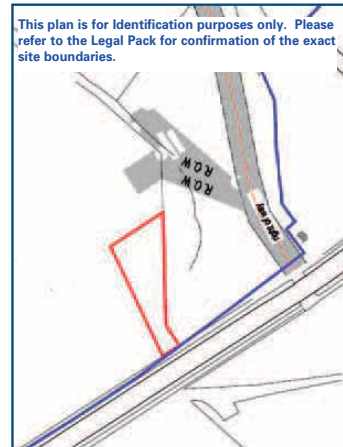
### Land 7d, Portway Hill, Tividale, Oldbury, Sandwell (adjacent B69 IPQ)

#### Description:

A parcel of land extending to approximately 785sq.m. (0.19 Acres). The property comprises rough tree covered ground with a sloping road frontage to Portway Hill. The ground is level further into the site. It is fenced at the road frontage, unfenced otherwise. The site lies in a large area of open space which is bounded by housing to the North, East and South.

The site is located approximately 1.3 miles North West of Junction 2 of the M5 and 1.6 miles South East of Dudley Town Centre. The land is approached, coming from the M5, along the A4123 (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 is at the top of the hill on the right hand side 0.4 miles from Newbury Lane, 100 yards from south of the Lye Cross Road junction.

Site boundaries have been surveyed but not marked but can be set out accurately for a nominal charge using GPS survey equipment.



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

#### Planning:

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

#### Legal Documents:

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

#### Viewings:

The site is open for viewings

## LOT 18

**Freehold Vacant Retail Premises**  
with Consent for Hot Food Takeaway  
Guide Price: £58,000 to £64,000

### 58 Reddal Hill Road, Cradley Heath, West Midlands B64 5JT

#### Property Description:

An end terraced retail unit of brick construction surmounted by a pitched tile clad roof forming part of a local shopping parade and requiring modernisation and repair throughout. Reddal Hill Road forms part of an established area containing a wide range of commercial and residential properties and is located off Halesowen Road (A458)

#### Planning:

Planning consent was granted by Sandwell MBC (Ref: DC/11/53123) and dated 3rd March 2011 for Change of Use to a Hot Food Takeaway. A copy of the planning consent is available for inspection from either the Auctioneers offices or from Sandwell MBC website.

#### Accommodation:

##### Ground Floor:

Retail Shop with roller shutter protection: 92.15sq.mtrs (991sq.ft)

##### First Floor:

External Rear Stairs to Two Rooms

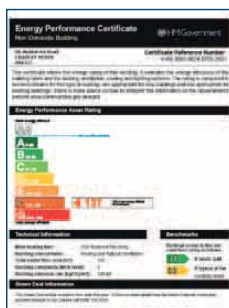
#### Legal Documents:

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



#### Viewings:

Via Cottons – 0121 247 2233



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## LOT 19

### 2 Wallace Road, Selly Park, Birmingham B29 7ND

#### Property Description:

A traditional end terraced property of rendered brick construction surmounted by a hipped tile clad roof, prominently situated fronting Pershore Road (A441) at the junction with Wallace Road and benefiting from a high level of passing trade. The property comprises of a ground floor hot food takeaway premises with living accommodation to the first floor over and was refurbished in approximately 2008 which included the provision of an extensive range of quality stainless steel fitments and cooking/preparation apparatus which are to be included within the sale. The property forms part of a predominantly residential area popular with students and investors and is conveniently situated within approximately two miles distance to the south west of Birmingham City Centre.

#### Accommodation:

##### Ground Floor:

Hot Food Takeaway: Having dual frontage to both Wallace Road and Pershore Road: 21.15sq.mtrs (227sq. ft) including a range of modern fixtures and fittings including: fryer, counter, hot and cold servery, two

kebab grills, barbeque grill, storage units and extractor

Kitchen: 6.27sq.mtrs (67.54sq.ft) with a range of stainless steel fitments including a pressure fryer, range cooker and extractor

Storage/Preparation Area: 22.12sq. mtrs (238sq.ft), stainless steel fitments comprising double fridge and double freezer, double sink unit, potato peeler and chipper

#### First Floor:

Stairs To: Double Bedroom, Lounge, Bathroom with panelled bath having shower over, pedestal wash basin and wc.

Note: the living accommodation benefits from gas fired central heating and UPVC double glazed windows.

#### Outside:

Concrete forecourt and a small enclosed yard located to the rear

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233

### Freehold Vacant Takeaway Premises

Guide Price: £125,000 to £135,000





## LOT 20

**Freehold Investment**  
Guide Price: £52,000 to £58,000

### 8 Speedwell Road, Hay Mills, Birmingham B25 8HT

#### Property Description:

A traditional end terraced house of brick construction surmounted by an interlocking tile clad roof, set back from the road behind a walled foregarden. The property is located to the western section of Speedwell Road which comprises of a cul-de-sac and leads directly off Kings Road which in turn leads off Coventry Road (A45). The property is currently let on a Regulated Tenancy at a Registered Rental of £68 per week (£3,536 per annum) effective from 17th October 2011.

#### Accommodation:

##### Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with Pantry, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc

##### First Floor:

Stairs and Landing, Three Bedrooms

##### Outside:

(Front) Walled foregarden



(Rear) Paved yard with shared pedestrian access and rear garden

#### Legal Documents:

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

#### Viewings:

Via Cottons  
0121 247 2233



## LOT 21

**Freehold Investment**  
Guide Price: £52,000 to £58,000

### 10 Speedwell Road, Hay Mills, Birmingham B25 8HT

#### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from part UPVC double glazed windows and set back from the road behind a walled foregarden. The property is located to the western section of Speedwell Road which comprises of a cul-de-sac and leads directly off Kings Road which in turn leads off Coventry Road (A45). The property is currently let on a Regulated Tenancy at a Registered Rental of £68 per week (£3,536 per annum) effective from 17th October 2011.

#### Accommodation:

##### Ground Floor:

Reception Hall, Through Lounge/ Dining Room, Kitchen with Pantry, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc

##### First Floor:

Stairs and Landing, Three Bedrooms



#### Outside:

(Front) Walled foregarden  
(Rear) Paved yard with shared pedestrian access and a separate garden

#### Legal Documents:

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

#### Viewings:

Via Cottons  
0121 247 2233



## LOT 22

**Freehold Investment**  
Guide Price: £52,000 to £58,000

### 12 Speedwell Road, Hay Mills, Birmingham B25 8HT

#### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from part double glazed windows, gas fired central heating, three double bedrooms and set back from the road behind a walled foregarden. The property is located to the western section of Speedwell Road which comprises of a cul-de-sac and leads directly off Kings Road which in turn leads off Coventry Road (A45). The property is currently let on an Assured Periodic Tenancy at a Rental of £300 per calendar month (£3,600 per annum) effective from 4th November 2010.

#### Accommodation:

##### Ground Floor:

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

##### First Floor:

Stairs and Landing, Three Double Bedrooms



#### Outside:

(Front) Walled foregarden  
(Rear) Yard with shared pedestrian access and a lawned garden

#### Legal Documents:

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

#### Viewings:

Via Cottons  
0121 247 2233



## LOT 23

**Freehold Investment**  
Guide Price: £52,000 to £58,000

### 14 Speedwell Road, Hay Mills, Birmingham B25 8HT

#### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating (installed by tenants) and set back from the road behind a walled foregarden. The property is located to the western section of Speedwell Road which comprises of a cul-de-sac and leads directly off Kings Road which in turn leads off Coventry Road (A45). The property is currently let on a Regulated Tenancy at a Registered Rental of £72 per week (£3,744 per annum) effective from 17th October 2011.

#### Accommodation:

##### Ground Floor:

Reception Hall, Through Lounge/ Dining Room, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc

##### First Floor:

Stairs and Landing, Three Bedrooms



#### Outside:

(Front) Walled foregarden  
(Rear) Paved yard and garden

#### Legal Documents:

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

#### Viewings:

Via Cottons  
0121 247 2233





**LOT 24****Freehold Vacant Possession**

Guide Price: £130,000 to £145,000

**Freehold Smallholding Opportunity with a Vacant Possession Known as Breachbrook Farm, Square Lane, Corley, Coventry CV7 8AX**


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

**Property Description:**

An opportunity to purchase a smallholding/market garden/equestrian opportunity developed over the last 12 years by the current owners who operated a market gardening and live stock business from the premises. The property is accessed from Square Lane by a way of a private gated driveway leading to a courtyard which contains a brick/block constructed building surmounted by a pitched tile clad roof and containing two stables, tack room, office and toilet/shower room, all finished to a high standard and benefiting from gas fired central heating, a portal framed and steel clad implement store, two poly tunnels, a range of outbuildings and pasture/paddock land extending to a total area of approximately 3.1 acres. The property forms part of a popular and highly regarded rural area and Square Lane leads off Tamworth Road approximately one mile distance to the south east of the popular village of Fillongley.

**Planning:**

Planning consent was granted by North Warwickshire Borough Council dated 11th December 2002 (Ref: PFILXX/1089/2002/FAP) for use of land as market garden and pony paddock including two stables, tack room, office, implement store and poly tunnels.

**Accommodation:**

Private Driveway to a flood lit Courtyard containing Stable/Office Accommodation with brick and block construction with pitched tile clad roof,

Two Stables, Tack Room containing gas fired combination boiler, Office and Toilet/Shower Room with panelled bath having shower over, pedestal wash basin and wc

Gross Internal Area: 7.53sq.mtrs (403sq.ft)

Portal framed and steel clad implement store with roller shutter door: 81.Sq. mtrs (871sq.ft)

A range of livestock housing pens and outbuildings two poly tunnels and pasture land/pony paddocks extending to a total site area of 3.1 acres (0.25 hectares)

**Services:**

The property benefits from mains electricity (diesel backup generator also included in the sale), mains water, telephone/broadband connection, gas fired central heating from LPG gas cylinder (subject to licence fee of £16.80 per calendar month) and Septic tank.

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

## LOT 25

**Freehold Industrial Property – Vacant Possession  
with Development Potential**  
Guide Price: £125,000 - £145,000

**Springfield Works, Pearson Road, Stourbridge, West Midlands, DY9 8BB**



### Property Description:

The property is located in Lye, approximately 1 mile east of Stourbridge Town Centre, and 3 miles west of Halesowen, within a mixed commercial and residential area.

The property occupies a prominent triangular shaped site at the junction of Pearson Street with Crabbe Street and Careless Green.

The national motorway network is accessible at junction 3 of the M5 motorway approximately 4 miles to the east.

The property is currently developed to provide substantial single storey and two storey workshop premises of brickwork construction with a combination of slate tile and corrugated sheet roofs, set around a central courtyard.

The buildings are in need of repair and improvement. Alternately, the property may be redeveloped, Subject to Statutory consents

### Accommodation:

The property is currently developed to provide a range of single storey and two storey industrial buildings having a total Gross Internal Area of approximately 21,040 sq.ft (1,954.6 sq.m).

The property has a site area of approximately 0.534 acres (2,161.1 sq.m or 0.216 hectares).

### Planning

The property is suitable for resumption of industrial or warehouse use.

Alternatively, the property may be suitable for alternative uses, or indeed redevelopment, subject to statutory consents.

### VAT:

The sale proceeds shall not attract VAT

### Legal Documents:

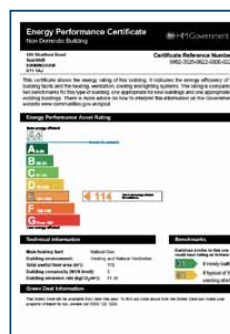
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233



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





## LOT 26

### Freehold Land

Guide Price: £120,000 to £135,000 plus VAT

## Former Little Chef/Land at Manor Way, Halesowen, West Midlands, B62 8RJ

### Description:

A parcel of Freehold land with a substantial frontage to Manor Way and being prominently located adjacent to a BP Petrol Station and directly opposite an Audi dealership. The site itself extends to approximately 0.53 Acres (0.21 Ha) and has a frontage of approximately 50 metres on Manor Way.

The site is virtually opposite the junction of Manor Way and Manor Lane, approximately three quarters of a mile distance from both the M5 motorway (junction 3) and from Halesowen Town Centre.

### Planning

The site, was formerly occupied by a Little Chef restaurant and associated car parking which was demolished several years ago. We are advised by Dudley MBC planning department that the site is located in the Green Belt.

All prospective purchasers are advised to contact the Local Authority for further information in this regard and to discuss any proposals which they may have for the site.

### Services

Mains services are understood to be available within the vicinity of the property but interested parties should independently satisfy themselves as to the availability and suitability of any mains services for their particular requirements.

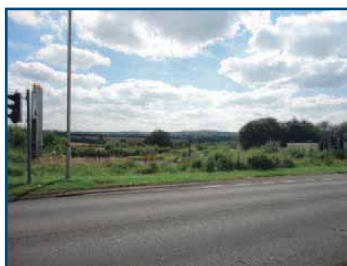
**Note:** VAT will be payable in addition to the purchase price

### 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: £95,000 - £99,000

## Hillcrest, Birch Terrace, Dudley, West Midlands, DY2 0LJ

### Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road behind a walled garden. The property benefits from having double glazing and gas fired central heating. Birch Terrace can be located off Cradley Road (B4173) which in turn is found off Halesowen Road (A459)

### Accommodation:

#### Ground Floor:

Entrance Hallway, Lounge, Kitchen/Diner, Conservatory

#### First Floor:

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

#### Second Floor:

Stairs to Loft Room

### 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 28

## Freehold Vacant Smallholding Opportunity

Guide Price: £450,000 to £480,000

**The Latch, Grey Mill Lane, Wootton Wawen, Henley-In-Arden, Warwickshire B95 6HL**



### Property Description:

An opportunity to purchase a freehold smallholding opportunity comprising a detached Grade II Listed residence and field to the rear currently laid to pasture and extending to a total site area of approximately 5.2 acres (2.108 Hectares) and ideally suited for smallholding or an equestrian use or any person wishing or seeking a lifestyle change. The residence itself, we believe dates back to the early 19th Century and originally comprised of two separate cottages surmounted by a pitched thatched roof and which now have been merged and substantially extended in brick, surmounted by a pitched tile clad roof. The property provides highly presentable and much improved accommodation offering modern comforts but retaining much of its original character and charm and benefits from oil fired central heating, double glazed windows, an attractive range of kitchen and bathroom fittings and five bedrooms.

The property is prominently situated at the junction of Grey Mill Lane and Alcester Road (B4089) in a rural area approximately one mile distance to the south of the popular village of Wootton Wawen. The pasture land benefits from two separate accesses having gated access from Alcester Road and from Grey Mill Lane and provides scope for the erection of a stable block or agricultural building subject to obtaining planning consent.

### Accommodation:

#### Ground Floor:

Farm House Breakfast Kitchen with extensive range of wooden panelled units

including an oil fired range stove providing central heating, Utility Room with a range of fitted cupboards, Cloak Room with wc and wash basin, Lounge with fireplace having wood burner, Sitting Room with wood burner, Guest Bedroom (double) with En-suite Shower Room having glazed shower enclosure, wash basin and wc.

### First Floor:

(Accessed by two separate stairways) Main Stairs and Landing, Bedroom One (double), Bedroom Two (single), Bedroom Three (single), Bathroom with panelled bath, wash basin and wc, Secondary Stairs to Master Bedroom (double) with Walk-in Store and En-suite Bathroom having Victorian Style bath, pedestal wash basin and wc

### Outside:

Landscaped surrounding gardens including a block paved driveway, patio and paved areas, lawned garden with running stream and brick store. Enclosed rear field laid to pasture.

Total Site Area: 5.2 acres (2.108 Hectares) approximately

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

### Directional Note:

Proceed along Stratford Road (A3400) to the village of Wootton Wawen, at Bull's Head Public House turn into Alcester Road (B4089), turn left into Alcester Road



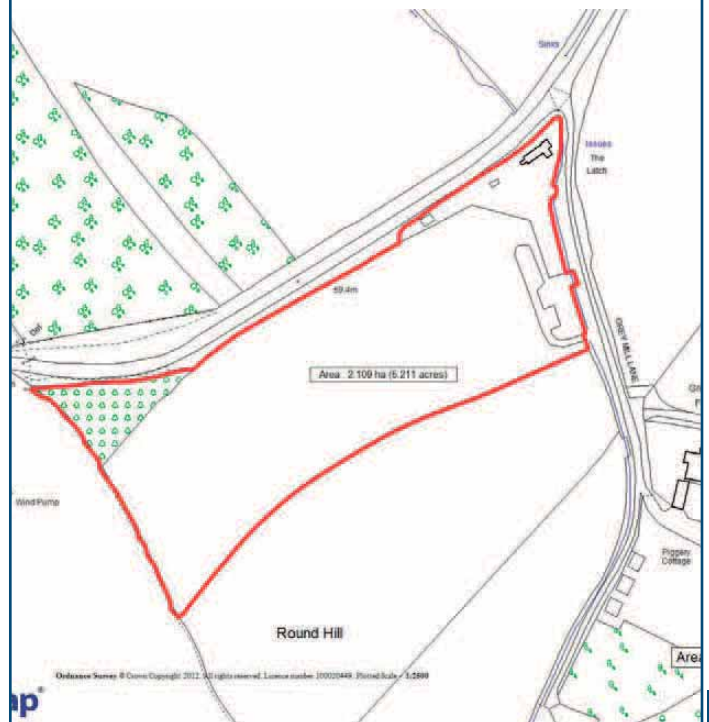
(B4089) just before Wootton Wawen Railway Station, continue for approximately one mile and the property is located on the left hand side at the junction with Grey Mill Lane.

**Note: Completion will be 56 days following exchange of contracts.**





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





## LOT 29

**Freehold Commercial Investment,  
part with vacant possession**  
Guide Price: £125,000 - £145,000

### 903-905 Aldridge Road, Great Barr, Birmingham B44 8NS



#### Property Description:

The property is located approximately 5 miles north of Birmingham City Centre, within the suburb of Great Barr

The property is situated on the Western side of Aldridge Road, close to its junction with Malthouse Lane.

The national motorway network is accessible at junction 7 of the M6 motorway, approximately 2 miles to the North West.

The properties comprise a pair of two storey middle of terrace buildings occupying a central position, within a block of similar commercial and retail properties.

#### 903 Aldridge Road

Comprises a two-storey building of brickwork construction with a pitched tiled roof. The ground floor provides retail accommodation, currently let for office purposes, whereas the first floor comprises a flat, currently vacant, approached via the rear of the building

#### 905 Aldridge Road

Comprises a two storey building of brickwork construction with a flat mineral felt roof. The ground floor comprises a shop, currently let to a car trader who displays vehicles on the forecourt and uses the rear yard for storage purposes. The first floor comprises office accommodation, currently vacant, approached via a separate entrance at the front of the building.

There is a tunnel entry to the side of 905 Aldridge Road giving access to the rear yard and staircase leading to the flat above 903 Aldridge Road.

The premises interconnect at first floor level and we are informed the buildings were also previously connected at ground floor level, offering potential for flexibility of future occupation.

#### Accommodation:

##### 903 Aldridge Road:

Shop/Office Retail Area	308 sq.ft (28.6 sq.m)
Kitchenette	12 sq.ft (1.1 sq.m)
Toilet with one wc	
Store	192 sq.ft (17.8 sq.m)

#### First Floor:

Inner Lobby, Living Room, Bedroom, Bathroom/Toilet and Kitchen (above 903 Aldridge Road and shared with adjacent occupier)

#### 905 Aldridge Road:

Shop Retail Area 338 sq.ft (31.4 sq.m)  
Rear Lobby and Toilet

#### First Floor:

Landing, Three Offices, Male and Female Toilet Facilities and Kitchen (shared with 903 Aldridge Road).

Net Internal Area 549 sq.ft (51.0 sq.m)

#### Outside:

Tunnel Entry and Rear Yard, occupied by motor trader at 903 Aldridge Road. Self-contained store at rear of 9-3 Aldridge Road 147 sq.ft (13.6 sq.m)

#### Tenancies:

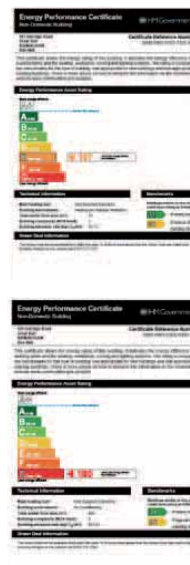
Both of the ground floor retail or commercial units are let by way of informal tenancies and produce a combined gross rent of £7,220 per annum. The yard is occupied in conjunction with 905 Aldridge Road, however the entire first floor accommodation of both buildings are currently vacant and offers potential to significantly improve the rental income that the buildings generate.

#### Legal Documents:

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

#### Viewings:

External Only in respect of the Ground Floor Premises and Rear Yard  
Via Cottons in respect of the First Floor Premises





**LOT 30**
**126 Stratford Road, Sparkhill,  
Birmingham B11 1AJ**
**Property Description:**

A detached part two storey commercial premises of brick/block construction located in a secure gated yard area to the rear of an adjacent Texaco petrol station and having right of access over the forecourt. The property benefits from a high level of passing trade and whilst previously used for manufacturing/warehousing may be adaptable for a variety of uses. Stratford Road (A34) provides direct access to Bordesley Middleway and to Birmingham City Centre being within approximately one miles distance.

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

Entrance Hallway, Workshop with steel loading door, Office, Workshop/Store Room, Kitchen, Toilet and Store

**First Floor:**

Stairs, Workshop, Toilet and Boiler Room

**Outside:**

Secure gated yard providing off road parking/loading facility having a right of

way over the adjacent petrol station forecourt

**Gross Internal Area:**

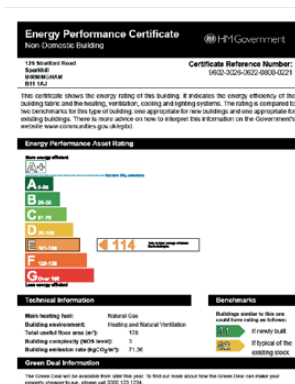
Ground Floor: 107.33sq.mtrs (1,155 sq.ft)  
 First Floor: 71sq.mtrs (764 sq.ft)  
 Total: 178.33 sq. mtrs (1,919 sq. ft)

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233


**Freehold Vacant Possession**

Guide Price: £110,000 to £125,000



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

**LOT 31**
**Freehold Vacant Possession**

Guide Price: £80,000 - £85,000

**73 Dibble Road, Smethwick,  
West Midlands B67 7PZ**
**Property Description:**

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Dibble Road is located off Devonshire Road.

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

Entrance Hallway, Through Lounge, Kitchen and Bathroom having panelled bath, wash basin and wc

**First Floor:**

Three Bedrooms

**Outside:**

(Front) Paved foregarden  
 (Rear) Garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233


**LOT 32**
**Freehold Vacant House**

By Instruction of the Joint LPA Receivers

Guide Price: £78,000 to £83,000

**27 Daisy Road, Edgbaston,  
Birmingham B16 9DY**
**Property Description:**

A traditional three storey mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating. The property provides well laid out accommodation having three double bedrooms and has previously been let to students whereby the front reception room has been partitioned to provide a fourth bedroom. The property is situated in a popular residential area located off Reservoir Road which leads via Monument Road off Hagley Road (A456). Edgbaston Reservoir is conveniently situated within short walking distance.

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

Reception Hall, Front Reception Room/Bedroom Four, Inner Hall, Rear Reception Room, Kitchen, Lobby, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

**First Floor:**

Stairs and Landing, Two Double Bedrooms


**Second Floor:**

Stairs to Bedroom Three (double)

**Outside:**

(Rear) Yard area with shared pedestrian access

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 33

**Freehold Vacant House**  
By Instruction of the Joint LPA Receivers  
Guide Price £78,000 to £83,000

### 5 Leslie Road, Edgbaston, Birmingham B16 9DX

#### Property Description:

A traditional three storey mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating. The property provides well laid out accommodation having three double bedrooms and has previously been let to students whereby the front reception room has been partitioned to provide a fourth bedroom. The property is situated in a popular residential area located off Reservoir Road which leads via Monument Road off Hagley Road (A456). Edgbaston Reservoir is conveniently situated within short walking distance.

#### Accommodation:

##### Ground Floor:

Entrance Hall, Front Reception Room/Bedroom Four, Inner Hall, Rear Reception Room, Kitchen, Bathroom

with panelled bath having electric shower over, pedestal wash basin and wc

#### First Floor:

Stairs and Landing, Two Double Bedrooms

#### Second Floor:

Stairs to Bedroom Three (double)

#### Outside:

(Rear) Yard area with shared pedestrian access

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233

## LOT 34

**Freehold Vacant Possession**  
Guide Price: £145,000 - £152,000

### 18 Compton Road, Cradley Heath, West Midlands B64 5BB



#### Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden and driveway giving access to garage. The property benefits from having gas fired central heating and part double glazing. Compton Road is located off both Sydney Road and St. Annes Road (B4173)

#### Accommodation:

##### Ground Floor:

Entrance Hallway, Lounge, Dining Room, Cellar, Breakfast Room, Kitchen

#### First Floor

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

#### Outside

(Front) Walled foregarden and driveway giving access to garage

(Rear) Garden with brick built store and wc

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



**LOT 35**

**By Instruction of the Joint LPA Receivers**  
**Freehold Commercial Investment – Gross Rental Income £36,750 per annum**  
 Guide Price: £200,000 to £225,000

**44 Warstock Road, Kings Heath, Birmingham B14 4ST****Property Description:**

A Freehold commercial investment comprising of an industrial/warehouse unit of predominantly brick construction surmounted by steel framed pitched roofs. The property is prominently situated fronting Warstock Road, set back behind a forecourt parking/loading area and accessed by way of a service road. Warstock Road leads off Alcester Road South (A435) and the property is conveniently located within approximately one and a half miles distance from local services at Kings Heath and approximately four miles distance from both the M42 Motorway (junction 3) to the south and Birmingham City Centre to the north.

**Tenancy Information:**

The property is currently subdivided and let to three separate tenants. There are excellent 'add value' management opportunities including negotiation of new occupational terms with each of the tenants.

Unit 1: Trading as In and Out Fitness subject to a Licence Agreement  
 Unit 2: Trading as Traditional Carpets subject to a Licence Agreement  
 Office/Showroom (forming part of Unit Two): Trading as Bathing Care –  
 The tenant does not currently have a formal Licence or Lease Agreement.

**Current Gross Rental Income:** £36,750 per annum

**Accommodation****Ground Floor**

Unit 1: Roller Shutter Access to single storey Warehouse Unit: Eaves height 3.095 mtrs (10ft 2inches)  
 Unit 2: Aluminium Framed Double Doors to fully fitted Carpet/Flooring Retail Showroom with Rear Storage, Two Self Contained Offices, Kitchen and Toilets. Part of the showroom has been subdivided to provide a showroom for showers/bathrooms occupied by Bathing Care

**Gross Internal Areas**

Unit 1: In and Out Fitness: 374.39sq.mtrs (4,030sq.ft)  
 Unit 2: Traditional Carpets: 498.53sq.mtrs (5,366sq.ft)  
 Unit 2: Bathing Care: 90.06sq.mtrs (969sq.ft)  
 Common Areas: 14.13sq.mtrs (152sq.ft)  
 Total: 977.11sq.mtrs (10,517sq.ft)

**Outside**

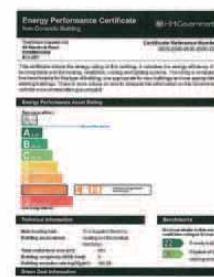
Full width forecourt parking/loading area

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 36

## Freehold Shop and Residential Investment

Guide Price: £220,000 - £235,000

295 Alcester Road South, Kings Heath, Birmingham, B14 6EB



### Property Description:

The property is located approximately 5 miles south of Birmingham City Centre, within the well regarded suburb of Kings Heath.

The property is situated on the eastern side of Alcester Road South (A435), close to its junction with Taylor Road.

The national motorway network is accessible at junction 3 of the M42 motorway, approximately 5 miles to the south.

The property comprises a part single storey, part three storey building of brickwork construction, with flat and pitched roofs.

The property provides a ground floor lock up shop with 2 self-contained maisonettes above.

The entire premises are let by way of separate tenancy agreements details of which are set out below.

### Accommodation:

#### Ground Floor Lock Up Shop:

Retail Area 1,036 sq.ft (96.2 sq.m)  
Public Toilets, Kitchen, 61 sq.ft ( 5.7 sq.m)  
Staff Toilets

#### Maisonette One (295b Alcester Road South)

##### First Floor:

Living Room (front), Kitchen and Bathroom/Toilet

##### Second Floor:

Two Bedrooms and Bedroom/boxroom

#### Maisonette Two (295c Alcester Road South)

##### First Floor:

Living Room (Front), Kitchen and Shower Room/Toilet

### Second Floor:

Two Bedrooms and Bedroom/boxroom

### Tenancies:

**Shop:** We understand the ground floor lock up shop is subject to a lease to William Hill Limited, for a term of 20 years from 6th April 2006, with a tenant only break option capable of being operated on the 10th anniversary of the term commencement date. We are informed the current rent passing is £14,000 per annum, exclusive, subject to upwards only review on each 5th anniversary of the term commencement date (see legal pack for full details)

#### Maisonettes One & Two (295b & 295c Alcester Road South):

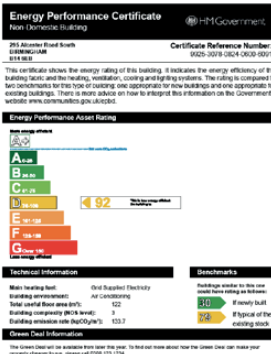
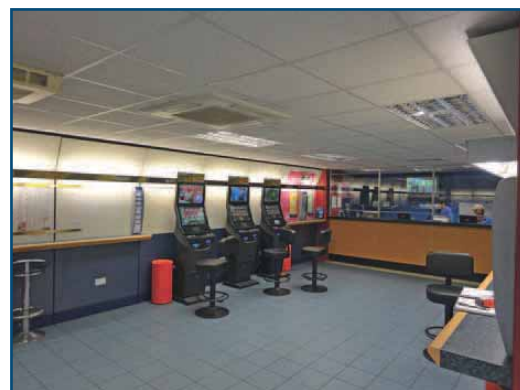
We are informed each maisonette is currently let by way of an Assured Shorthold Tenancy at a rent of £450 per calendar month each (see legal pack for full details).

### Legal Documents:

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

### Viewings:

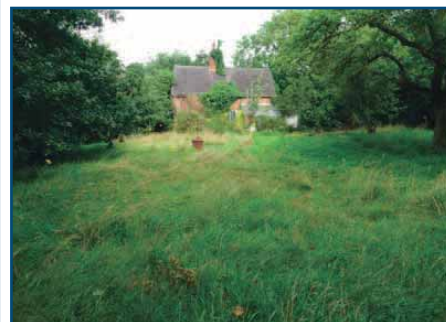
External Only





**LOT 37**
**Freehold Vacant Possession**

Guide Price: £150,000 - £175,000

**Apple Tree Cottage, Lower Drayton, Penkridge, Stafford ST19 5RE**

**Property Description:**

A two bedroomed detached cottage of brick construction surmounted by a tiled roof set back from the road behind a private overgrown driveway and set in approximately 0.7 acres of land. The property benefits from having part gas fired central heating and requires complete modernisation and improvement. Lower Drayton Lane is located off Stafford Road (A449) and the property itself is within approximately two miles of the village of Penkridge.

**First Floor**

Two Bedrooms

**Outside**

Lawned Gardens

**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, Kitchen, Bathroom having panelled bath, wash basin and wc

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


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

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

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

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



## LOT 38

### Freehold Vacant Former Public House with Redevelopment Potential

Guide Price: £90,000 to £98,000

## Former White Lion Public House, 2 St Peters Road, Dudley, West Midlands DY2 8HS

### Property Description:

A former public house predominantly of two storey brick construction surmounted by a pitched tile clad roof and in need of complete refurbishment and repair. The property fronts directly on to St Peters Road, adjacent to the traffic roundabout junction with Baptist End Road and occupies an irregular shaped plot which extends to a total site area of approximately 0.583 acres (0.236 Hectares). The property forms part of a predominantly residential area located approximately one mile distance to the south of Dudley Town Centre.

### Planning:

The property has been de-licensed by the former sellers and a previous option to waive VAT exemption was rescinded on the basis that the property would cease to be used as a commercial/public house premises and be redeveloped for residential use. The property may be suitable for a variety of residential redevelopment schemes subject to obtaining appropriate planning consent from the local planning department at Dudley Council.

It is assumed that all interested parties have discussed any proposed schemes with the local planning department prior to bidding.

### Accommodation

Not Inspected

Total Site Area: 0.583 acres (0.236 Hectares)

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The property is in a poor state of repair and all parties viewing this property must do so with utmost caution. Neither the auctioneers nor the vendors accept any liability for injury or harm caused.

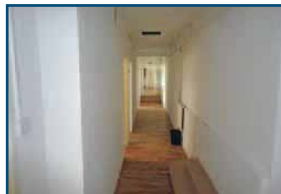


## LOT 39

### Freehold Commercial Property with Vacant Possession

Guide Price: £50,000 - £60,000

## Claremont House, John Harper Street, Willenhall, West Midlands, WV13 1RE



### Property Description:

The property is located in a predominately industrial area within 0.5 a mile of Willenhall Town Centre.

The national motorway network is accessible at junction 10 of the M6 motorway approximately 1.5 miles to the east, which is approached via the Black Country Route (A454).

The property is located on the western side of John Harper Street, at its junction with Riley Street. The property comprises a single storey commercial building of brickwork construction with predominately flat mineral felt roofs. The building appears suitable for office or light industrial purposes.

### Accommodation:

Reception, Male Toilet, Kitchen, Ladies Toilet, 3 Offices

### Annexe:

Providing 2 further offices and a kitchen

### Outside:

Ample forecourt parking is available in front of the building.

### Net Internal Area:

162.9 sq.m (1,754 sq.ft)

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





**LOT 40**
**Freehold Vacant Commercial Premises  
By Instruction of the Joint LPA Receivers**

Guide Price: £150,000 – PLUS (+ VAT)

**582 Moseley Road, Balsall Heath, Birmingham B12 9AA**

**Property Description:**

A substantial and imposing Grade II Listed former office building which originally formed part of Moseley Bus Depot and is prominently situated fronting Moseley Road (A435) at the junction of Trafalgar Road. The property is constructed of solid brick walls surmounted by a pitched slate clad roof and requires complete refurbishment and renovation. The original accommodation was predominantly two storey and this has now been increased by the addition of a mezzanine floor. The property is situated in an established mixed residential and commercial area being within approximately one mile distance from Moseley Village and approximately two and a half miles distance from Birmingham City Centre.

**Planning**

Birmingham City Council Website details the following planning history for the property:

17/12/2004, Ref: 2004/03789/PA – Full planning consent for change of use to offices and erection of rear extension, associated parking and boundary treatments - Approved subject to conditions.

12/07/2005, Ref: 2005/03667/PA - Excavation of existing cellar and provision of new cellar beneath extensions for storage purposes - Approved subject to conditions

29/09/2008, Ref: 2008/02356/PA – Construction of three storey rear steel structures with patent glazing providing additional office floor space. Removal of internal walls and raising floor – Approved subject to conditions

03/02/2012, Ref: 2011/07383/PA – Redesign the glass conservatory extension to rear to omit the hipped roof section and replace with gable end – Approved subject to conditions

**Note:** All interested parties must satisfy themselves as to the existing planning status for the property and should discuss any proposals which they may have with the planning office at Birmingham City Council prior to bidding.

**Accommodation**

Ground Floor: 188sq.mtrs (2,023sq.ft)

Mezzanine Floor: 188sq.mtrs (2,023sq.ft)

First Floor: 188sq.mtrs (2,023sq.ft)

Second Floor: Stair access to roof void (Not Inspected)

Net Internal Area (excluding second floor, ancillary accommodation, stairwells and basement): 564sq.mtrs (6,071sq.ft)

**Legal Documents**

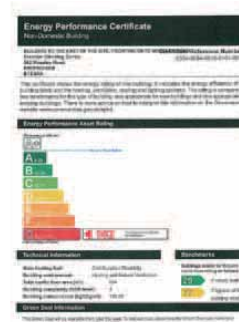
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings**

Via Cottons – 0121 247 2233

**Notes:**

1. The purchaser is responsible for the payment of VAT on the purchase price
2. The property is in a poor state of repair and all parties viewing the accommodation do so entirely at their own risk. Neither the vendors or auctioneers except any liability for any injury or harm caused.



## LOT 41

### Freehold Vacant Possession

Guide Price: £200,000 to £220,000

## Crown House, Green Street, Oldbury, West Midlands B69 4JB



### Property Description:

A substantial three storey commercial premises formerly comprising of a private clinic and hospital in need of some refurbishment and repair. The property offers extensive accommodation comprising of a range of hospital wards/theatres, guest rooms and ancillary accommodation and is prominently situated at the junction of Green Street and Birmingham Road (A457). The property is of brick construction, partly surmounted by a pitched slate clad roof conveniently located within a walking distance from Oldbury Town Centre, approximately one mile distance from the M5 Motorway (junction 2) and approximately five miles distance to the west of Birmingham City Centre.

### Planning

The property may be suitable for a variety of alternate uses and all interested parties should contact the local planning department at Sandwell Council prior to bidding in order to discuss any proposals which they may have for the property.

### Accommodation

#### Ground Floor

Reception Hall with access to Basement comprising of Two Rooms, Reception Office, Hallway with Toilet, Guest Room, Inner Hallway to Recovery Room, Office and Stores with Kitchenette, Kitchen, Main Corridor with lift, Two Toilets, Three Theatres/Treatment Rooms, Medicine Room and various Ancillary Rooms, Cloak Room, Stores

#### First Floor

Main Stairs and Landing with Lift access, Two En-suite Guest Rooms, Two Guest Rooms with shared en-suite facilities, Two Offices, Laundry Room, Two Toilets and Kitchen

#### Second Floor

Five Rooms and Stores

### Outside

Foregarden set behind iron railings



### Gross Internal Areas

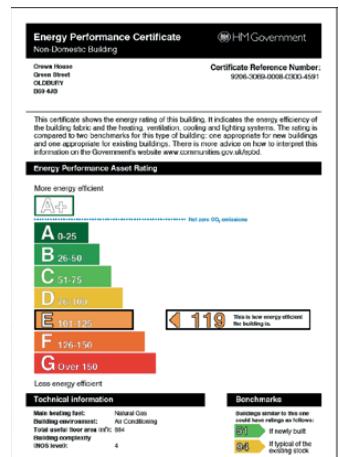
Basement: 18.39sq.mtrs (198sq.ft)  
Ground Floor: 379.33sq.mtrs (4,083sq.ft)  
First Floor: 211.74sq.mtrs (2,279sq.ft)  
Second Floor: 136sq.mtrs (1,465sq.ft)  
Total: 745.46 sq. mtrs (8,025 sq. ft)

### Legal Documents:

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

### Viewings:

Via Cottons 0121 247 2233





**LOT 42**
**Freehold Vacant Retail Premises/Residential Conversion Opportunity**  
 Guide Price: £240,000 to £260,000

**721 Bristol Road South/2 Bell Lane, Northfield, Birmingham B31 2ST**
**Property Description:**

An imposing Grade II Listed part three storey premises prominently situated at the junction of Bristol Road South and Bell Lane. The property is of brick construction surmounted by a pitched tile clad roof and comprises of a ground floor retail shop with basement offices along with a range of accommodation to the rear and first and second floors over which provides an opportunity for residential redevelopment. The property is easily recognisable by the Clock Tower situated to the front elevation and is situated opposite the Grosvenor Centre and forms part of a busy shopping centre containing a wide range of multiple and local traders generating a high level of passing trade.

**Planning**

Full planning consent was granted by Birmingham City Council dated 1st May 2007 (Ref: 2006/04662/PA) for refurbishment of the existing two self-contained

flats, alterations and rear extension to provide three additional self-contained flats. This planning consent has now lapsed and all interested parties should discuss their proposals with Birmingham City Council prior to bidding.

**Accommodation****Ground Floor**

Retail Sales Area with return frontage to Bell Lane: 67.55sq.mtrs (727sq.ft)  
 Inner Hall and Corridor providing access to Two Separate Offices and Store Room: 30.78sq.mtrs (331sq.ft), Wash Room with pedestal wash basin and Separate wc, Hallway and Stairs down to

**Basement**

Comprising Two Offices, Store Room and Cloak Room with wc and wash basin: 50.96sq.mtrs (549sq.ft)

Separate Side Access from Bell Lane to Entrance Hall/Store Room and Stairs to:

**First Floor**

Flat One: Cloak Room with wc and wash basin, Lounge, Two Double Bedrooms, Stairs and Landing to:

**Second Floor**

Flat Two: Living Room, Kitchen (no fittings), Two Double Bedrooms (bedroom one having access to Clock Tower)

Total Net Internal Floor Area:

266.75sq.mtrs (2,871sq.ft)

**Legal Documents:**

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

**Viewings:**

Via Cottons

0121 247 2233

**LOT 43**
**Freehold Ground Rents**  
 Guide Price: £2,000 - PLUS

**Freehold Ground Rents, 239 Cooks Lane, Kingshurst, Birmingham B37 6NX & Electricity Substation, Kew Close, Kingshurst, Birmingham B37**
**Description:**

A pair of freehold ground rents secured upon the following properties:  
 1. 239 Cooks Lane, Kingshurst: A mid terraced house subject to a lease for a term of 99 years from 25th March 1964 at a ground rent of £25 per annum

2. Electricity Substation, Kew Close, Kingshurst, along with adjacent parcels of land, subject to a lease term of 99 Years from 25th March 1964 at a ground rent of £1 per annum

Total Ground Rent Income: £26 per annum

**Legal Documents:**

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

**Viewings:**

Not Applicable

**LOT 44**
**Freehold Ground Rent**  
 Guide Price: £2,000 - PLUS

**Freehold Ground Rent, 28 Grosvenor Square, Hall Green, Birmingham B28 0NA**
**Property Description:**

A freehold ground rent secured upon a modern mid terraced town house, including adjacent access ways and subject to a lease for a term of 99 years from 25th March 1967 at a ground rent of £25 per annum with potential to a further increase income by charging licence fees for access ways included within the title.

**Legal Documents:**

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

**Viewings:**

Not Applicable

## LOT 45

### A Portfolio of Freehold Ground Rent Investments

Guide Price: £10,000 to £12,000

### Freehold Ground Rents 3, 7, 11 & 12 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.

Total Ground Rent Income: £100 per annum

#### Legal Documents:

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

#### Viewings:

Not Applicable

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.

## LOT 46

### Freehold Vacant Possession

Guide Price: £70,000 - £75,000

### 19 Harmer Street, Hockley, Birmingham B18 7RT

#### Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a small walled foregarden. The property benefits from having been refurbished to include UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings. Harmer Street is a cul-de-sac located off Lodge Road.

#### Accommodation:

##### Ground Floor:

Lounge, Dining Room, Kitchen and Shower Room having shower cubicle, wash basin and wc

##### First Floor:

Three Bedrooms

##### Outside:

(Front) Walled foregarden  
(Rear) Paved garden



#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233

## LOT 47

### Freehold Vacant Former Public House with Redevelopment Potential

Guide Price: £125,000 to £135,000

### The Former Bridge Inn Public House, 91 Station Road, Langley, West Midlands B69 4LU



#### Description:

A Former Public House predominantly of two storey brick construction surmounted by a pitched tile clad roof benefiting from self contained living accommodation and in need of complete refurbishment and modernisation. The property occupies a square shaped plot which extends to a total site area of approximately 0.25 acres (0.1 hectares) and is prominently situated at the junction of Underhill Street and located directly adjacent to the Titford Canal. The property forms part of a mixed commercial and residential area and is conveniently located within approximately one quarter of a mile distance from Langley Green Railway Station, one mile distance from Oldbury Town Centre and one and a half miles distance from the M5 Motorway (junction 2).

#### Planning:

The property has been de-licensed by the former sellers and a previous option to waive VAT exemption was rescinded on the basis that the property would cease to be used as a commercial/public house premises and be redeveloped for residential use. The property may be suitable for a variety of residential redevelopment schemes including conversion of the existing premises, subject to obtaining the appropriate planning consent from the local planning department at Sandwell MBC. It is assumed that all interested parties have discussed any proposed schemes with the local planning department prior to bidding.

#### Accommodation:

##### Ground Floor:

Laid out as a Public House: 222sq.mtrs (2,388sq.ft)

#### Basement:

Ancillary Accommodation: 174.44sq.mtrs (1,876sq.ft)

#### First Floor:

Residential Accommodation having Three Rooms and Kitchen: 46.29sq.mtrs (498sq.ft)

#### Second Floor:

Ancillary Accommodation: 29.57sq.mtrs (318sq.ft)

Total Floor Area: 472.37sq.mtrs (5,080sq.ft) approximately

#### Outside:

Tarmacadam car park accessed from Underhill Street and providing ample off road car parking and leading to a rear yard area

**Total Site Area: approximately 0.25 acres (0.1 hectares)**

**Note:** The property is in a poor state of repair and all parties viewing this property must do so with utmost caution. Neither the auctioneers nor the vendors accept any liability for injury or harm caused. A torch is recommended for all parties viewing.

#### 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 48**

**Freehold Industrial Property, substantially  
with Vacant Possession/Part Income Producing**  
 Guide Price: £315,000 - £330,000

**Old BCT Property, Timmis Road, Lye, Stourbridge, West Midlands, DY9 7BQ**

**Property Description:**

The property is located within 1 mile of Stourbridge Town Centre, and occupies a prominent corner position on the eastern side of Timmis Road close to its junction with Stourbridge Road (A458).

The national motorway network is accessible at junction 3 of the M5 motorway approximately 6 miles to the east.

The property has been developed to provide 6 attached industrial buildings, a shared or communal toilet block, with male and female toilet facilities, and a detached timber frame office building.

The industrial units are of varying forms of construction, although predominately of steel or timber frame construction, and with a variety of roof and wall cladding materials.

The eaves heights of the various buildings range from approximately 2.3 – 3.1 m.

The site is not fully developed and provides some capacity for on-site car parking, open storage or further development, subject to statutory consents.

The property is offered substantially with vacant possession, although we understand Bay 5 is subject to a tenancy agreement (see legal pack for details).

**Accommodation:**

Bay One	7,177 sq.ft (666.7 sq.m)
Bay Two	3,595 sq.ft (334.0 sq.m)
Bay Three	1,696 sq.ft (157.6 sq.m)
Bay Four	5,680 sq.ft (527.7 sq.m)
Bay Five	3,790 sq.ft (352.1 sq.m)
Bay Six	1,375 sq.ft (127.7 sq.m)
Offices	2,650 sq.ft (246.2 sq.m)
Total	25,963 sq.ft (2412.6 sq.m)

Site area is approximately  
1.07 acres (0.434 hectares)

**Tenancies:**

We understand that Bay Five is currently let, and generates an income of £570 per calendar month, exclusive of utilities, but inclusive of buildings insurance, business rates and water rates.

**VAT:**

We are informed by the Vendor that VAT will not apply

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

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**Energy Performance Certificate**  
Non-Domestic Building

Former B.C.T. Forestry Ltd  
Timmis Road  
STOURBRIDGE  
DY9 7BQ

Certificate Reference Number:  
9493-3002-0020-0700-6001

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website [www.communities.gov.uk/epc](http://www.communities.gov.uk/epc)

**Energy Performance Asset Rating**

More energy efficient

A 0-25  
B 26-50  
C 51-75  
D 76-100  
E 101-125  
F 126-150  
G Over 150

102 This is how energy efficient the building is.

Less energy efficient

**Technical Information**

Main heating level: Natural Gas  
Building environment: Heating and Natural Ventilation  
Total useful floor area (m<sup>2</sup>): 2099  
Building complexity (NBS levels): 5  
Heating emissions rate (kgCO<sub>2</sub>/m<sup>2</sup>): 10.75

**Benchmarks**

Buildings similar to this one could have ratings as follows:  
2-3 if newly built  
102 if typical of the existing stock

## LOT 49

**Freehold Workshop/Warehouse with Vacant Possession**  
Guide Price: £30,000 - £40,000

**22 Pleasant Street, West Bromwich, West Midlands, B70 7DP**



### Property Description:

The property is located approximately 0.5 mile south 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 triangular shaped site located at the head of a cul-de-sac. The site has been developed to provide a modern single storey purpose-built workshop/warehouse building to the Pleasant Street frontage with a small open-sided lean-to at the rear, and an open storage yard to the left hand side of the building, facing from the front. The main workshop or warehouse building has been partitioned to create an entrance lobby, office, toilet and kitchen area.

### Accommodation:

#### Ground Floor:

The main workshop/warehouse has a Gross Internal Area of approximately 947 sq.ft ( 88.0 sq.m).

The workshop has an eaves height of approximately 8'11" (2.46 m).

The open yard at the side of the building is approximately 114 sq.m.

The open-sided lean-to at the rear of the building is approximately 347 sq.ft (32.2 sq.m).

### VAT:

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

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Want details of other meetings?  
- Just go to : [www.pinmeeting.co.uk](http://www.pinmeeting.co.uk)

## LOT 50

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

**11 Dudding Road, Wolverhampton, West Midlands WV4 5DT**



### Property Description:

A traditional semi-detached property of rendered brick construction surmounted by a tiled clad roof set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Dudding Road is located off both Patricia Avenue and Wolverhampton Road East.

### Accommodation:

#### Ground Floor:

Entrance Porch, Entrance Hallway, Lounge/ Dining Room, Kitchen, Utility Room and wc

#### First Floor:

Three Bedrooms and bathroom having panelled bath, shower cubicle, wash basin and wc

### Outside:

(Front) Lawned foregarden and driveway  
(Rear) Garden

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



**LOT 51****Freehold Vacant Retail Unit with A5 Consent**

Guide Price: £370,000 to £400,000

**113 Soho Road, Handsworth, Birmingham B21 9ST****Property Description:**

An opportunity to purchase a freehold retail property located in the heart of Handsworth and comprising of a three storey traditional built mid terraced premises of brick construction surmounted by a pitched tile clad roof and forming part of parade of shops fronting the busy Soho Road. The property is located close to the junction with Holiday Road approximately two miles distance to the north west of Birmingham City Centre. The property provides accommodation on four floors which includes useful basement storage having potential for direct access from a rear yard/car parking area and benefits from part UPVC double glazed windows. The property has undergone some partial refurbishment including provision of gas fired central heating, some re-plastering/cosmetic works but requires completion. Car parking/loading access is available at the rear.

**Planning**

Planning consent which was granted by Birmingham City Council, dated 9th June 2011 (Ref: 2011/02115/PA) for change of use from Estate Agents Office (Use Class A2) to a Hot Food Takeaway (Use Class A5) and erection of extraction flue to the rear.

**Accommodation****Ground Floor**

Retail Area with Aluminium Shop Front extending back to Open Plan Office and Private Managers' Office, Stairs down to

**Basement**

With potential for rear access to rear yard area (access currently blocked off for security purposes), Useable Storage Space subdivided into various sections with Separate Toilet and Cloak Room with toilet and wash basin.

**First Floor**

Direct stair access from Soho Road to Office One, Inner Landing, Kitchen

**Second Floor**

Stairs and Landing, Office Two, Office Three, Office Four

**Outside**

(Front) Paved forecourt

(Rear) Shared vehicular right of way off Holiday Road to a loading yard/parking space

**Net Internal Areas:**

Ground Floor: 86.62sq.mtrs (932sq.ft)

First Floor: 33.29sq.mtrs (358sq.ft)

Second Floor: 29.43sq.mtrs (316sq.ft)

Basement: 86 sq mtrs (925 sq. ft)

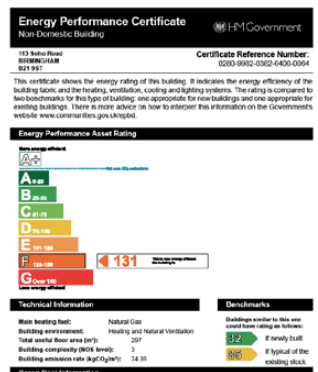
Total: 235.34 sq. mtrs (2,533 sq.ft)

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 52

### Freehold Former Hotel Premises with Vacant Possession

Guide Price: £320,000 to £335,000

## 127 Portland Road, Edgbaston, Birmingham B16 9QX

### Property Description:

A substantial detached premises of rendered brick construction surmounted by a multi pitched tile clad roof, prominently situated at the junction of Portland Road and Gillott Road and comprising of a former hotel premises known as Brentwood Hotel. The property provides accommodation over three floors, which includes twelve bedrooms and requires modernisation and repair throughout. Portland Road leads directly off Hagley Road (A456) and the property is conveniently located within approximately three miles distance to the west of Birmingham City Centre.

### Planning:

The property may be suitable for a variety of alternative uses and all interested parties are advised to contact the local planning department at Birmingham City Council prior to bidding to discuss any proposals.

### Accommodation

#### Ground Floor

Reception Area, Full Width Restaurant/Function Room with

Bar and Store Rooms leading off, Kitchen with Pantry, Wash Room with Ladies, Gents and Disabled Toilets

### First Floor:

Stairs and Landing, Seven Bedrooms (six having en-suite shower rooms), Two Cloak Rooms with wc and wash basins

### Second Floor:

Stairs and Landing, Shower Room with wc, Five Bedrooms (one having en-suite bathroom)

### Outside:

Surrounding car park and yard areas

### Gross Internal Area:

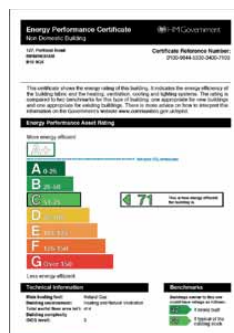
(Ground Floor Only): 214.05 sq. mtrs (2,304 sq. ft) approximately

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

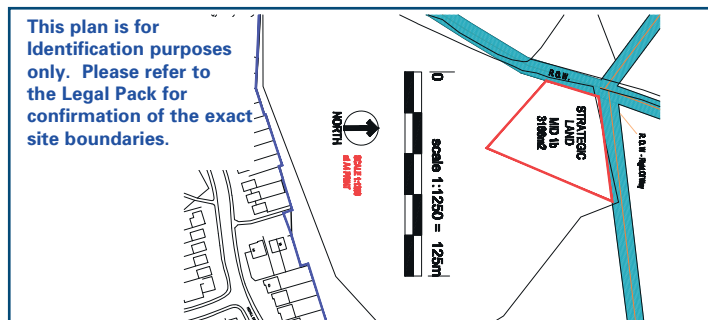


## LOT 53

### Freehold Land

Guide Price: £3,000 - PLUS

## Land to the South of Bury Hill Park, Rowley Regis – Ref MID 1b



### Description:

A parcel of land comprising a sloping irregular shaped unfenced site of about 3,166m<sup>2</sup> (0.78 acres) lying North to the rear of Blue Rock Place (off Ivy House Road). The site forms part of a large area of public open space which is bounded by housing to the South.

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

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

### Planning:

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

### Legal Documents:

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

### Viewings:

The site is open for viewings

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## LOT 54

### Freehold Vacant Possession

Guide Price: £136,000 - £146,000

### 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 55

### Freehold Residential Investment

Guide Price: £92,000 - £96,000

### 43 Brean Avenue, Solihull, Birmingham B26 1JS



#### Property Description:

A semi-detached bungalow of brick construction surmounted by a tiled roof set back from the road behind a gravel and paved foregarden. The property benefits from having UPVC double glazing. Brean Avenue is located off Gilbertstone Avenue which in turn can be found off the New Coventry Road (A45). The property is let on a Regulated Tenancy at a registered rent of £82.00 per week (£4,264 per annum) effective from the 7th of March 2006.

#### Accommodation:

##### Ground Floor:

Entrance Hallway, Living Room, Kitchen, Veranda, Three Bedrooms and Bathroom having panelled bath, wash basin and wc

##### Outside:

(Front) Paved and gravelled 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: £18,000 - £24,000

### Flat E 24 High Street Lye, Stourbridge West Midlands DY9 8LB

#### Property Description:

A one-bedroom flat situated on the second floor of a brick built building located on Lye High Street. The property consists of a retail unit to the ground floor with flats to the first and second. The flat benefits from having UPVC double glazing and central heating. The flat is located on Lye High Street (A458) which provides a wide range of shops and amenities as well as direct access to both Stourbridge and Halesowen shopping centres.

#### Accommodation:

##### Ground Floor:

Communal entrance to the rear of the property and stairs to

##### Second Floor:

Lounge, kitchen, bedroom and bathroom having panelled bath, washbasin and wc

#### Leasehold Information:

Term : 99 Years from 1 September 1990

Ground rent : £5 rising to £100

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 Vacant Retail Shop with Restaurant/Takeaway Consent By Instruction of the Joint LPA Receivers Guide Price: £150,000 - PLUS

#### 18 Alum Rock Road, Alum Rock, Birmingham B8 1JB

##### Property Description:

A mid terraced two storey retail shop of traditional brick construction surmounted by a pitched tile clad roof, situated directly fronting Alum Rock Road which comprises of a busy shopping street containing a wide range of retail amenities and services which serve the surrounding predominantly residential catchment area. The property benefits from gas fired central heating and part UPVC double glazed windows. We understand that the first floor has previously been used as offices however provides scope for conversion to residential use (subject to obtaining relevant planning consent)

##### Planning:

Full planning consent was granted by Birmingham City Council on 28th February 2012 (Ref: 2012/00462/PA) for change of use from Retail Shop (use class A1) to Restaurant (use class A3) with takeaway facilities (use class A5), installation of extraction flue to the rear and replacement of shop front. A copy of the planning consent is available for inspection at the auctioneers' office.

##### Ground Floor:

Covered Forecourt/Terrace Area having electric roller shutter protection, Retail Shop with modern aluminium shop front, Rear Store/Entrance Hall, Lobby, Ladies and Gents Toilets

##### First Floor

Dual Access from both Alum Rock Road and Retail Shop, Reception Hall, Stairs and Landing, Four Rooms and Bathroom with panelled bath, pedestal wash basin and wc

##### Second Floor:

Stairs to Attic Room

##### Gross Internal Area:

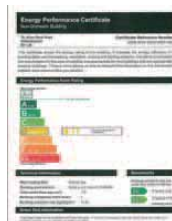
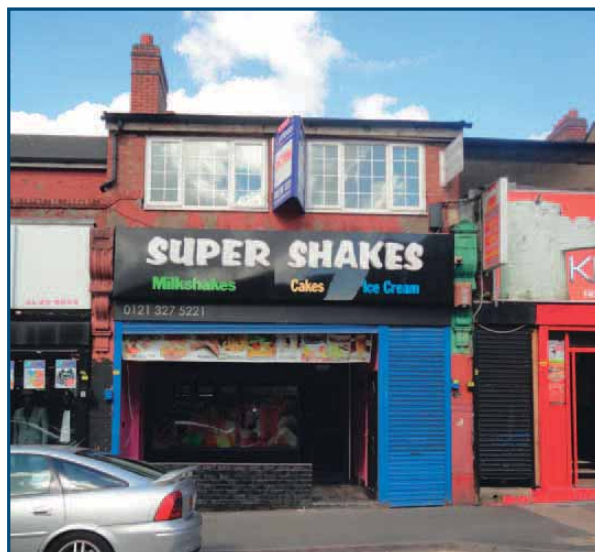
Ground Floor: 74.61sq.mtrs (803sq.ft)  
First Floor: 49.5sq.mtrs (532sq.ft)  
Second Floor: 7.7sq.mtrs (82sq.ft)  
Total: 131.81sq.mtrs (1,417sq.ft)

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233



## LOT 58

### Leasehold Vacant Possession Guide Price: £105,000 - £110,000

#### Apartment 20, 52 Sherborne Street, City Centre, Birmingham, B16 8FQ

##### Property Description:

A third floor apartment, part of a modern purpose built 'Jupiter' development constructed by Redrow Homes. Sherborne Street is located off Grosvenor Street West, within close proximity to Broad Street (A456) and City Centre amenities.

The property benefits from being in well-presented order throughout.

##### Accommodation:

Open Plan Living Room with Kitchen having integrated appliances, balcony, Two Double Bedrooms, en-suite shower room having shower, wash basin and W.C. and Bathroom having bath with shower over, wash basin and W.C.

##### Communal Areas:

With secure communal areas including lift and stairs

##### Parking:

With allocated Parking Space

**Leasehold Information:** Term: 125 years from 1 November 2005

##### Ground Rent:

Refer to Legal Pack

##### Service Charges:

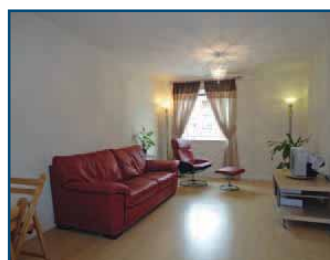
The managing agent is Mainstay (01905 357 777) who have confirmed service charges are collected half yearly. For the period of 1st July 2012 to 31st December 2012 the service charge figures for the apartment and the car parking were £851.58.

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233





**LOT 59****Freehold Vacant Possession**

Guide Price: £75,000 - £80,000

**22 Shenstone Road, Edgbaston, Birmingham B16 0NU****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 Shenstone Road which in turn can be found off both City Road and Dudley Road (A457)

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

Through Lounge, Kitchen, Inner Lobby and Bathroom having panelled bath with electric shower above, wash basin and wc

**First Floor:**

Two Bedrooms

**Outside:**

(Front) Walled foregarden  
(Rear) Garden

**Legal Documents:**

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

**Viewings:**

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**LOT 60****Freehold Residential Building Plot**

Guide Price: £33,000 to £39,000

**Building Plot Adj 4 Heronville Drive, Black Lake, West Bromwich, West Mids B70 0HS****Property Description:**

A parcel of land irregular in shape located to the eastern section of Heronville Drive which comprises of a cul-de-sac located off Heronville Road and which in turn leads off Dial Lane. The plot formerly comprising of a lock up garage yard which has now been demolished and cleared and forms part of a predominantly residential area located approximately one mile distance to the north of West Bromwich Town Centre and benefits from full planning consent for the erection of a four bedroom detached dwelling with garage and is situated adjacent to public open space.

**Planning**

Planning consent was granted by Sandwell Metropolitan Borough Council on 19th December 2011 (Ref: DC/11/53676) for the development of a four bedroom detached dwelling with garage. The Architect's plans approved with the consent detailed a dwelling which contains the following accommodation:

**Proposed Accommodation****Ground Floor**

Reception Hall, Cloak Room having wc, Kitchen with storage, Utility Room,

Full Width Lounge/Dining Room and Conservatory

**First Floor**

Stairs and Landing, Four Bedrooms and Family Bath/Shower Room

**Second Floor**

Stairs to Study/Games Room with En-suite Shower Room

**Outside**

Paved driveway with three car parking spaces, detached garage and surrounding gardens

A copy of the planning consent is available for inspection both at the Auctioneers' offices or from [www.sandwell.gov.uk](http://www.sandwell.gov.uk)

**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 61

### Freehold Residential Building Plot

Guide Price: £60,000 to £67,000

## Residential Building Plot, 12 Talfourd Street, Small Heath, Birmingham B9 5AL

### Description:

A parcel of 'L-shaped' freehold building land situated adjacent to number 14 Talfourd Street and extending to the rear of the Gunmakers Arms Public House. The plot benefits from direct road access and has planning consent for the erection of a four bedroom detached house. The property forms part of an established and predominantly residential area and Talfourd Street leads directly off Green Lane which in turn leads off Coventry Road. Birmingham City Centre is situated within approximately one and a half miles distance to the west.

### Planning

Planning consent was granted by Birmingham City Council dated 26th January 2012 (Ref: 2011/08135/PA) for the erection of a four bedroom detached dwelling house. The Architect's plans approved with the planning consent detailed a property which contains the following accommodation:

### Proposed Accommodation

#### Ground Floor

Reception Hall with Utility Room and Cloak Room with wc, Dining Kitchen, Dining Room and Lounge

#### First Floor

Stairs and Landing, Master Bedroom with En-suite Shower Room, Three Further Bedrooms and Family Bathroom

#### Outside

(Front) Two car parking spaces  
(Rear) Rear and side gardens

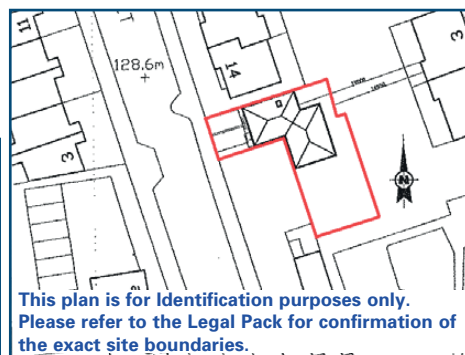
### Legal Documents:

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

### Viewings:

Via Cottons - 0121 247 2233

**Note:** A copy of the planning consent is available for inspection at the Auctioneers' offices or from Birmingham City Council website [www.birmingham.gov.uk](http://www.birmingham.gov.uk)



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

## LOT 62

### Freehold Residential Investment

Guide Price: £172,000 - £182,000

## 30 Wood End Road, Erdington, Birmingham B24 8AD

### Property Description:

A three storey semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property benefits from having majority UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition. The property is currently being used as a HMO providing 7 letable rooms (Licence No: 21042). Six of the rooms are currently let on Assured Shorthold Tenancy Agreements providing a rental income of £1,785 per month. A schedule of tenancies are detailed below. Wood End Road is located close to the junction with Gravelly Hill North (A5127)

### Schedule of Tenancies

- Room 1 - £380 pcm
- Room 2 - £310 pcm
- Room 3 - £295 pcm
- Room 4 - £280 pcm
- Room 5 - Currently Vacant  
(Previously let at £255 pcm)
- Room 6 - £250 pcm
- Room 7 - £270 pcm

Total current rental income: £1,785 per month (£21,420 per annum)

### Accommodation:

#### Ground Floor :

Hallway, Two Bedrooms, Lounge, Kitchen, WC

#### First Floor:

Three bedrooms, Shower Room having shower cubicle, wash basin and wc

#### Second Floor:

Two Bedrooms, Shower Room having shower cubicle 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 63

### Freehold Vacant Possession

Guide Price: £42,000 - £46,000

#### 14 Prestwood Road, Wolverhampton WV11 1RA

##### Property Description:

A three bedroomed mid-terraced property set back from the road behind a walled fore-garden and surmounted by a tiled roof. The property benefits from having double glazing and gas fired central heating. Prestwood Road is located close to the junction with Bushbury Road and Lawrence Avenue.

##### Accommodation:

###### Ground Floor:

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

###### First Floor:

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

##### Outside:

(Front) Walled Fore-garden  
(Rear) Lawned Garden



##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233

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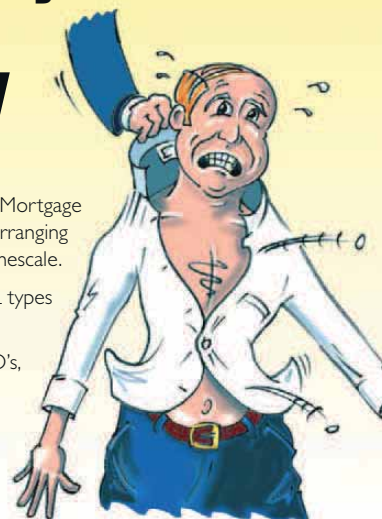
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please contact  
the Auction Team  
Tel 0121 247 2233**

## LOT 64

### Freehold Vacant Possession

Guide Price: £65,000 to £70,000

#### 12 Park Avenue, Stafford ST17 9RB



##### Property Description:

A substantial semi detached house of rendered brick construction surmounted by a pitched tile clad roof, occupying a large plot and benefiting from mostly UPVC double glazed windows and gas fired central heating. Park Avenue forms part of an established residential area located off Rising Brook (A449) and the property is located approximately one mile distance to the south of Stafford Town Centre and two miles distance to the north of the M6 Motorway (junction 13)

##### Accommodation:

###### Ground Floor:

Vestibule Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Large L-shaped conservatory opening to Breakfast Kitchen

##### First Floor:

Stairs and Gallery Landing, Bedroom One (double), Bedroom Two (double), Large Bathroom with panel bath, pedestal wash basin and wc, Box/Store Room

##### Second Floor

Stairs to Attic Room

##### Outside:

(Front) Gravelled forecourt providing off road parking, side vehicular gated access to rear (Rear) Decked patio area and a large predominantly lawned garden

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233



## LOT 65

### Freehold Vacant Possession

Guide Price: £62,000 - £67,000

#### 45 Harrowby Place, Willenhall, West Midlands WV13 2RA

##### Property Description:

A semi-detached property of brick construction surmounted by a hipped tiled clad roof set back from the road behind a block paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The property does require some modernisation and repair. Harrowby Place is located off The Crescent which in turn is found off the Wolverhampton Road West (B4464)

##### Accommodation:

###### Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

###### First Floor:

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

##### Outside:

(Front) Block paved foregarden 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 66

### Freehold Vacant Possession

Guide Price: £44,000 - £48,000

#### 421 Bilston Road, Wolverhampton, West Midlands WV2 2NN

##### 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. The property is located on the Bilston Road close to the junction with Hargreaves Street.

##### Accommodation:

###### Ground Floor:

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

###### First Floor:

Three Bedrooms

##### Outside:

(Front) Walled foregarden  
(Rear) Garden

##### Legal Documents:

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##### Viewings:

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## LOT 67

### Freehold Vacant Possession

Guide Price: £74,000 - £79,000

#### 58 Phillimore Road, Alum Rock, Birmingham B8 1PS

##### Property Description:

A traditional terraced property of brick construction surmounted by a tiled roof. The property benefits from having gas fired central heating and part uPVC double glazing. Phillimore Road is located off Wright Road which leads to Alum Rock Road offering a range of services and amenities.

##### Accommodation:

###### Ground Floor:

Living Room, Dining Room, Kitchen and Bathroom have while suite comprising bath, wash basin and W.C

###### First Floor:

Two Bedrooms and Third Bedroom off

##### Outside:

(Front) Fore-garden  
(Rear) Rear Garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233





## LOT 68

**Freehold Property**  
**By Instruction of the Mortgagees**  
 Guide Price: £135,000 - £145,000

### 103 Uppingham Road, Leicester, LE5 3TB

#### Property Description:

A three storey end-terraced property of brick construction surmounted by a slate roof directly fronting the pavement. The property comprises of a ground floor retail unit together with living accommodation accessed via a separate entrance to the first and second floors. The property requires some modernisation and improvement however does benefit from gas fired central heating and part UPVC double glazed windows. The property is located on the corner of Uppingham Road and Duxbury Road and the property is approximately within 1.5 miles of Leicester City Centre.

#### Accommodation:

##### Ground Floor:

Retail Shop, Store Room, Kitchen/Diner, Former Utility Room and WC access to first floor

##### First Floor:

Three Rooms, Bathroom and WC

##### Second Floor:

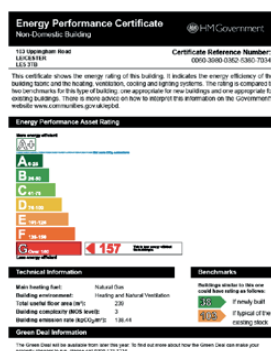
Three Rooms

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



## LOT 69

**Freehold Property By Instruction of the Mortgagees**  
 Guide Price: £138,000 - £148,000

### 50g and 52 Blaby Road, Wigston, Leicestershire LE18 4SD

#### Property Description:

A substantial retail premises fronting Blaby Road. The property comprises of a part two storey building of brick construction located in the heart of the local shopping centre of South Wigston. The premises which formally traded as a supermarket may provide scope for a sub-division/redevelopment and all interested parties should contact the Planning Department at Leicester City Council prior to bidding to discuss the viability of any proposed schemes. 50g Blaby road would appear to have a first floor however the stairwell has been removed and we have been unable to obtain access.

#### Total Internal Area

616 sq.m (6630 sq.ft approx)

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233

**Please Note:** VAT will be payable on the purchase price

#### Accommodation:

##### Ground Floor:

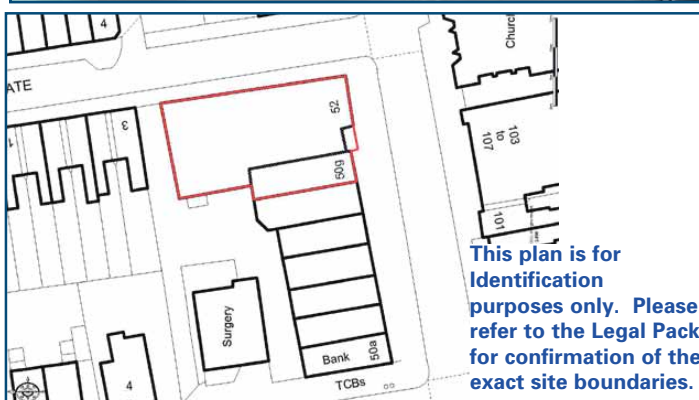
Open plan retail area, rear loading bay and wc with sink.

##### First Floor

Kitchen, Retail/storage area with conveyer belt to ground floor, male and female WC's.

##### Outside

(Rear) Parking and Loading Bay



## LOT 70 Freehold Vacant Possession

Guide Price: £65,000 - £70,000

**25 Devon Crescent, Aldridge, Walsall, WS9 8JH**



### Property Description:

An end-terraced property of brick construction surmounted by a tiled roof set back from the road behind a tarmac covered foregarden allowing for off road parking. The property benefits from having UPVC double glazing. Devon Crescent is located off Sussex Avenue which in turn is found off North Gate. The property is within approximately half a miles distance from Aldridge Town Centre.

### Accommodation:

#### Ground Floor:

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

#### First Floor:

Three Bedrooms and Shower Room having shower cubicle, wash basin and separate wc

### Outside:

(Front) Tarmac covered foregarden 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 71 Freehold Vacant House

By Instruction of the Fixed Charge Receivers  
Guide Price: £40,000 to £47,000

**146 Cross Road, Coventry, West Midlands CV6 5GS**



### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating but requiring modernisation and improvement. The property is set back from the road behind a walled foregarden and Cross Road leads directly between Foleshill Road (B4113) and Stoney Stanton Road (B4109) and the property is conveniently located within approximately one and a half miles distance to the north east of Coventry City Centre.

### Accommodation:

#### Ground Floor:

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

### First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with panelled bath, pedestal 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

## 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

#### Debit/Credit Card

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

#### Personal/Company Cheque

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

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

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





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# Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

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

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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## A1 Introduction

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

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

## A2 Our role

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

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

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

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

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

## A3 Bidding and reserve prices

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

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

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

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

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

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

## A4 The particulars and other information

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

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

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

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

## A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

## G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

## G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

## G3. Between contract and completion

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

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

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

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

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

## G4. Title and identity

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

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

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

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

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

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

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

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

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

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



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

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

#### G5. Transfer

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

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

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

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

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

#### G6. Completion

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

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

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

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

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

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

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

#### G7. Notice to complete

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

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

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

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

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

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

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

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

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

#### G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

#### G10. Interest and apportionments

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

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

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

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

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

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

#### G11 Arrears

##### Part 1 Current rent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### G12. Management

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

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

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

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

#### G13. Rent deposits

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

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

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

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

#### G14. VAT

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

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

#### G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

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

#### G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

#### **G20. TUPE**

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

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

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

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

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

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

#### **G21. Environmental**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **G25. Warranties**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

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

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

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