

6th DECEMBER 2012

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 6th DECEMBER 2012

11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB,

VILLA PARK,

BIRMINGHAM

B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection prior to the auction sale at the Vendors Solicitors and Auctioneers offices and online at www.cottons.co.uk and will also be available for inspection in the sale room on the day of the auction, but they will NOT then be read.

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

Auctioneers Advice

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

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

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

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

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

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

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

Important Notice

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

Credit card or Business card Payments

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

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

ID

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

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 62 Lots

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

Order of Sale

Lot Property		Lot Property	
1 18 NELSON AVENUE, BILSTON, WEST MIDLANDS WV14 6RT	Freehold Vacant Residential	51 18 ALUM ROCK ROAD, BIRMINGHAM, B8 1JB	Freehold Vacant Commercial
2 31 FASHODA ROAD, SELLY PARK, BIRMINGHAM B29 7QJ	Freehold Vacant Residential	52 16 MILCOTE ROAD, SMETHWICK, WEST MIDLANDS B67 5BW	Freehold Residential Investment
3 27 WYRLEY ROAD, WITTON, BIRMINGHAM, B6 7BS	Freehold Residential Investment	53 59 RILAND ROAD, SUTTON COLDFIELD, WEST MIDLANDS B75 7AN	Freehold Residential Investment
4 221 THURLESTONE ROAD, LONGBRIDGE, BIRMINGHAM B31 4PA	Freehold Residential Investment	54 63 RILAND ROAD, SUTTON COLDFIELD, WEST MIDLANDS B75 7AN	Freehold Residential Investment
5 11 ADAMS CLOSE, SMETHWICK, WEST MIDLANDS B66 1HD	Leasehold Residential Investment	55 UNIT 112, MIDDLEMORE ROAD, MIDDLEMORE IND EST, SMETHWICK B66 2EP	Leasehold Premises
6 12 EDWARDS ROAD, ERDINGTON, BIRMINGHAM, B24 9EP	Freehold Vacant Residential	56 23 CHERRY TREE WALK, STOURPORT-ON-SEVERN, WORCESTERSHIRE DY13 0JT	Freehold Residential Investment
7 27 KING CHARLES AVENUE, WALSALL, WS2 0DL	Freehold Residential Investment	57 LAND OFF KENNIFORD CLOSE, SANDWELL, WEST MIDLANDS	Freehold Land
8 151 ST. MARGARETS ROAD, WARD END, BIRMINGHAM, B8 2BD	Freehold Vacant Residential	58 1 SMITHFIELD ROAD, BLAKENHALL, WALSALL, WS3 1NB	Freehold Vacant Residential
9 63 ELM TERRACE, TIVIDALE,, OLDBURY,, WEST MIDLANDS B69 1UH	Freehold Vacant Residential	59 7 STIRLING COURT, STIRLING ROAD, EDGBASTON, BIRMINGHAM, B16 9BE	Leasehold Flat
10 LAND 241 PORTWAY HILL, OLDBURY, SANDWELL (ADJ B69 1PQ)	Freehold Land	60 65 PEAK HOUSE ROAD, GREAT BARR, BIRMINGHAM, B43 7RY	Freehold Vacant Residential
11 HADEN WORKS, HADEN STREET, BALSALL HEATH, BIRMINGHAM, B12 9BH	Leasehold Commercial Investment	61 114 WELLINGTON ROAD, DUDLEY, WEST MIDLANDS, DY1 1UB	Freehold Vacant Residential
12 FLAT E. 24 HIGH STREET, LYE, STOURBRIDGE, WEST MIDLANDS DY9 8LB	Leasehold Vacant Residential	62 4 WARSTONE TERRACE, HANDSWORTH, BIRMINGHAM, B21 9NE	Freehold Vacant Residential
13 75 KELFIELD AVENUE, HARBORNE, BIRMINGHAM, B17 0QL	Freehold Vacant Residential		
14 53 STAFFORD STREET, DUDLEY, WEST MIDLANDS DY1 2AB	Freehold Vacant Commercial		
15 10 BROMFORD COURT, 486 BROMFORD LANE, WASHWOOD HEATH B8 2RS	Leasehold Residential Investment		
16 127 WILLES ROAD, WINSON GREEN, BIRMINGHAM B18 4QA	Freehold Vacant Residential		
17 122 WILLES ROAD, WINSON GREEN, BIRMINGHAM, B18 4PX	Freehold Residential Investment		
18 16 KILBURN ROAD, KINGSTANDING, BIRMINGHAM, B44 9JN	Freehold Vacant Residential		
19 14 LADY BYRON LANE, KNOWLE, SOLIHULL, WEST MIDLANDS B93 9AU	Freehold Vacant Residential		
20 9 COURT OAK ROAD, HARBORNE, BIRMINGHAM, B17 9TH	Leasehold Residential Investment		
21 111 - 114 SALOP STREET & 8 SCHOOL STREET, WOLVERHAMPTON, WV3 0SR	Freehold Commercial Investment		
22 THE RISING SUN PH 116 HORSELEY ROAD, TIPTON, WEST MIDLANDS DY4 7NH	Freehold Vacant Public House		
23 12 GUY AVENUE, WOLVERHAMPTON, WV10 9SD	Freehold Vacant Residential		
24 49 YARDLEY ROAD, ACOCKS GREEN, BIRMINGHAM, B27 6HG	Freehold Part Vacant/Investment		
25 POTENTIAL REDEV SITE HAVACRE LANE/BIDDINGS LANE, COSELEY WV14 9NP	Freehold Land with Potential		
26 66 POWKE LANE, ROWLEY REGIS, WEST MIDLANDS B65 0AG	Freehold Vacant Residential		
27 47 THE OAKS, SHARD END, BIRMINGHAM, B34 6PX	Leasehold Residential Investment		
28 KOPERNICUS HOUSE, WORCESTER RD, KIDDERMINSTER, DY10 1JR	Freehold Part Vacant Commercial		
29 MOORFIELD BUNGALOW, CARTBRIDGE LANE, RUSHALL, WALSALL, WS4 1SB	Freehold Vacant Residential		
30 43 LITTLE LANE, WEST BROMWICH, WEST MIDLANDS B71 4HP	Freehold Vacant Residential		
31 165B CHURCH ROAD, YARDLEY, BIRMINGHAM B25 8UR	Freehold Vacant Commercial		
32 18 BROMLEY STREET, DIGBETH, BIRMINGHAM, B9 4AN	Freehold Vacant Commercial		
33 2 STATION ROAD, ACOCKS GREEN, BIRMINGHAM B27 6DN	Freehold Vacant Residential		
34 CLUB VENTURA, BATTENS DRIVE, REDDITCH, WORCESTERSHIRE B98 0LJ	Freehold Commercial Ground Rent		
35 99 COVENTRY STREET, KIDDERMINSTER, WORCESTERSHIRE DY10 2BL	Freehold Vacant Commercial		
36 LAND ADJ THE SHIELINGS, HAMPSTALL LANE, ASTLEY BURE, STOURPORT-	Freehold Land		
37 LAND ADJ 451 FLAXLEY ROAD, STECHFORD, BIRMINGHAM, B33 9ED	Freehold Land with Potential		
38 124A KING WILLIAM STREET, STOURBRIDGE, WEST MIDLANDS DY8 4ES	Freehold Vacant Commercial		
39 64 SHERWOOD ROAD, BROMSGROVE, WORCESTERSHIRE B60 3DR	Freehold Land with Potential		
40 721 BRISTOL ROAD SOUTH/2 BELL LANE, NORTHFIELD, BIRMINGHAM, B31 2ST	Freehold Vacant Commercial		
41 18 COMPTON ROAD, CRADLEY HEATH, WEST MIDLANDS B64 5BB	Freehold Vacant Residential		
42 13 CAMBERLEY, BEACON VIEW ROAD, WEST BROMWICH, B71 3PE	Leasehold Vacant Possession		
43 138 SYCAMORE ROAD, SMETHWICK, WEST MIDLANDS B66 4NS	Freehold Residential Investment		
44 216 ST. VINCENT STREET WEST, BIRMINGHAM, B16 8RP	Freehold Takeaway Investment		
45 GARAGE YARD, EUSTON CRESCENT, WILLENHALL, COVENTRY, CV3 3AS	Leasehold Garages		
46 FORMER BOAT CLUB, WYKEN GRANGE ROAD, COVENTRY	Freehold Land with Potential		
47 RESIDENTIAL DEVELOPMENT SITE, ACORN ST, COVENTRY, CV3 1DD	Freehold Development Land		
48 13 AND 15 REGENT STREET, HINCKLEY, LEICESTERSHIRE LE10 0AZ	Freehold Part Commercial Investment		
49 FGR 18, 22, 24 & 26 BRYN MORGRUG, PONTARDAWE, SA8 3DG	Freehold Ground Rents		
50 582 MOSELEY ROAD, BALSALL HEATH, BIRMINGHAM, B12 9AA	Freehold Vacant Commercial		

Auctioneers

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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: £40,000 to £47,000

18 Nelson Avenue, Bilston, West Midlands WV14 6RT

Property Description:

A semi detached house of rendered brick construction surmounted by a hipped tile clad roof having undergone some refurbishment in 2009 including re-wiring, installation of new gas fired central heating, new kitchen and bathroom fittings and further benefiting from UPVC double glazed windows, three bedrooms and off road parking. Nelson Avenue comprises a cul-de-sac which leads off Hadley Road which in turn leads off Wellington Road (A41). The property is conveniently located within approximately three quarters of a mile distance from Bilston Shopping Centre and approximately one and a half mile distance to the south east of Wolverhampton City Centre.

Accommodation:

Ground Floor:

Entrance Hall, Front Reception Room, Dining Room, Shower Room with shower, pedestal wash basin and wc, Lean to Extension/Kitchen

First Floor:

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

Outside:

(Front) Foregarden and paved driveway providing off road parking, pedestrian side access to rear,

(Rear) Long partly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 2

Freehold Vacant Possession
Guide Price: £95,000 - £99,000

31 Fashoda Road, Selly Park, Birmingham, B29 7QJ

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 gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in a presentable condition.

The property is situated in a popular residential area located off Pershore Road (A441) and approximately three miles distance from Birmingham City Centre.

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen and Bathroom with panelled bath with shower head over, wash basin and WC.

First Floor:

Stairs and landing, two double Bedrooms and a shower room having shower cubicle, WC and wash basin.

Outside:

(Front) - Small walled foregarden
(Rear) - Paved garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 3

Freehold Investment
Guide Price: £60,000 to £67,000

27 Wyrley Road, Witton, Birmingham B6 7BS

Property Description:

A traditional two storey mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a walled foregarden and benefiting from mostly UPVC double glazed windows and gas fired central heating. Wyrley Road leads directly off Brookvale Road (A4040) and the property is conveniently located within approximately one third of a mile distance from Witton Railway Station and approximately one and a half miles distance from both the M6 Motorway (junction 6) and Erdington Shopping Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £430 per calendar month (£5,160 per annum)

Accommodation:

Whilst the accommodation has not been internally inspected by the Auctioneers, we understand from the letting agents that it comprises:

Ground Floor:

Entrance Hall, Through Lounge/Dining Room, Breakfast Kitchen, Bathroom with bath having shower over, wash basin and wc



First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Small walled foregarden
(Rear) Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 4
Freehold Investment
 Guide Price: £65,000 to £70,000

221 Thurlestone Road, Longbridge, Birmingham B31 4PA
Property Description:

A semi detached house of two storey brick construction surmounted by a hipped interlocking tile clad roof, occupying a slightly elevated position set back behind a lawned foregarden and benefiting from UPVC double glazed windows and gas fired central heating. The property is situated in an established residential area and Thurlestone Road is located off Coombes Lane which in turn leads off Groveley Lane (B4096). The surrounding Longbridge area is currently undergoing substantial

re-development of the former Rover car works to include a range of modern housing, retail and community facilities. The property is currently let on an Assured Shorthold Tenancy at a rental of £430 per calendar month (£5,160 per annum) increasing on 10th January 2013 to £435 per calendar month.

Accommodation:

Whilst the property has not been internally inspected by the Auctioneers, we understand from the letting agent that it comprises the following:

Ground Floor:

Reception Hall, Lounge, Breakfast Room/Kitchen and Pantry

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with wc

Outside:

(Front) Lawned foregarden

(Rear) Pedestrian side access to a rear garden with veranda, outside wc and store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233


LOT 5
Leasehold Residential Investment
 Guide Price: £42,000 - £46,000

11 Adams Close, Smethwick, West Midlands B66 1HD
Property Description:

A ground floor one bedroomed flat of brick construction surmounted by a tiled roof set back from the road behind communal gardens and car park. The property benefits from having UPVC double glazing and is offered for sale in a presentable condition. Adams Close is located off St.Pauls Road (B4169). The property is let on an Assured Shorthold Tenancy producing a rental of £375.00 per calendar month (£4,500 per annum).

Accommodation:
Ground Floor:

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

Outside:

Communal gardens and parking

Leasehold Information:

Term: 999 years from 1st January 1984
 Ground Rent: £10.00 per annum
 Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233


LOT 6
Freehold Vacant Possession
 Guide Price: £58,000 - £62,000

12 Edwards Road, Erdington, Birmingham B24 9EP
Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a fenced foregarden. The property benefits from having majority double glazing however does require some modernisation and improvement. The property is located close to the junction with Orphanage Road and is within a quarter of a miles distance from Erdington High Street

Accommodation:
Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

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

Outside:

(Front) fenced foregarden

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 7

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

27 King Charles Avenue, Walsall WS2 0DL

Property Description:

A semi detached house of rendered brick construction surmounted by a hipped interlocking tile clad roof, set back from the road behind a concrete forecourt which provides off road car parking. The property is offered for sale in a presentable condition, benefiting from gas fired central heating and UPVC double glazed windows. The property forms part of an established residential area which leads off Bentley Road North which in turn leads off Wolverhampton Road West (B4464) and provides access to the M6 Motorway (junction 10). The property is currently let on an Assured Shorthold Tenancy since February 2007 at a rental of £460 per calendar month (£5,520 per annum) and has been well maintained and looked after by the existing tenants who have indicated that they

wish to reside at the property on a long term basis.

Accommodation:

Ground Floor:

Entrance Hall, Bathroom with modern suite having panelled bath with shower over, pedestal wash basin and wc, Lounge, Dining Kitchen with a range of modern fitted units

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

Front) Paved forecourt with concrete driveway providing off road parking (Rear) Pedestrian side access to paved patio and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 8

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

151 St.Margarets Road, Ward End, Birmingham B8 2BD

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. St. Margarets Road is located off both Washwood Heath Road (B4114) and Bromford Lane (A4040)

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen

First Floor:

Two Bedrooms and Bathroom having panelled bath, washbasin and wc

Outside:

(Front) Walled foregarden
(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk



Viewings:

Via Cottons – 0121 247 2233

LOT 9

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

63 Elm Terrace, Tividale, Oldbury, West Midlands B69 1UH

Property Description:

An extended semi-detached property of brick construction surmounted by a hipped tiled clad roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having double glazing and gas fired central heating. Elm Terrace is located off Trafalgar Road and Regent Road both can be found off New Birmingham Road (A4123)

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen, Downstairs Bedroom and En-suite Shower Room having shower, washbasin and wc

First Floor:

Two Bedrooms and Shower Room having shower cubicle, washbasin and wc

Outside:

(Front) Paved foregarden allowing for off road parking



(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Find us on the web @

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E-mail: auctions@cottons.co.uk

LOT 10
Freehold Land
 Guide Price: £3,000 PLUS

Land 24i Portway Hill, Tividale, Oldbury, Sandwell (adjacent B69 IPQ)
Description:

The land parcel comprises a rectangular shaped unfenced and fairly level site of about 527m² (0.13 acres). The site lies in a large area of open space bounded by housing to the North, East and South.

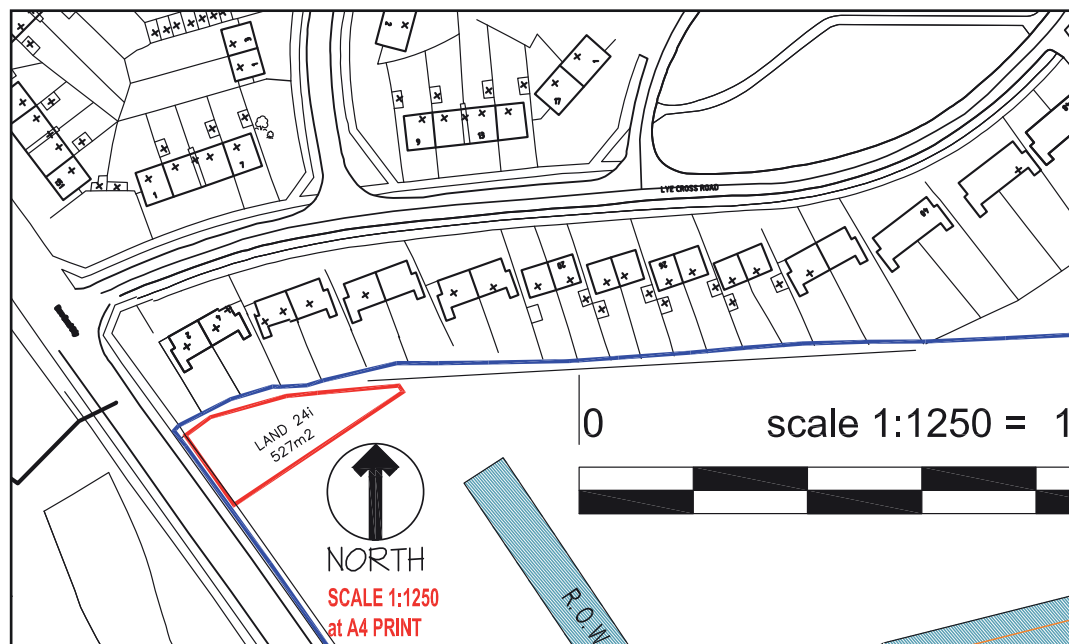
Site boundaries have been surveyed and the plot boundaries are set out using GPS survey equipment.

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.

Location:

The site is located approximately 1.3 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is approached, coming from the M5, along the A4123 (0.7 miles), then turn left onto Newbury Lane, continue along for 0.8 miles to the traffic lights and turn right onto Portway Hill.



The land is located 60m into the site off an unmarked right of way. The right of way is around 150m South of the Portway Hill / Lye Cross Road junction.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

The site is open for viewings

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

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LOT 11

Leasehold Industrial Investment

Guide Price: £280,000 - £310,000

Haden Works, Haden Street, Balsall Heath, Birmingham, B12 9BH



Property Description:

The property is located approximately 2 miles south of Birmingham City Centre in a predominately commercial and industrial area.

The property is located within a few hundred metres of Belgrave Middleway (A41), which forms part of Birmingham's middle Ring Road system, providing radial access around the city. The national motorway network is accessible at junction 6 (Spaghetti Junction) of the M6 motorway, approximately 3 miles to the north.

The property occupies a prominent corner site, bounded by Haden Street, Arter Street and Upper Balsall Heath Road.

The property comprises industrial buildings, probably constructed during the 1960s, that have been converted to

form 5 separate workshop/warehouse buildings and an open storage yard.

The buildings appear of reinforced concrete portal frame construction, with a variety of wall and roof cladding materials.

We are informed by the vendor, the entire site is currently let and income producing.

Accommodation: (all dimensions and areas quoted are approximate)

Unit 1,	282.4 sq.m (3,040 sq.ft)
Unit 2,	163.0 sq.m (1,755 sq.ft)
Unit 3,	226.2 sq.m (2,435 sq.ft)
Unit 4,	149.8 sq.m (1,612 sq.ft)
Unit 5,	147.1 sq.m (1,583 sq.ft)
Yard	217.4 sq.m (2,340 sq.ft)

Total Gross Internal Area
968.5 sq.m (10,425 sq.ft)

Tenure:

The entire site is held leasehold for a term of 99 years from 25th March 1997, at a current annual ground rent of £8,225.

Tenancies:

We are informed by the vendors, that each separate unit is currently let and provide a schedule of rental income as follows:-

Unit 1,	£13,000 per annum
Unit 2,	£10,000 per annum
Unit 3,	10,000 per annum
Unit 4,	£8,400 per annum
	(escalating to £9,000 per annum)
Unit 5,	£8,400 per annum
Yard	£5,000 per annum

Please see the legal pack for more comprehensive details and verification of these tenancies.

Thus, the vendor informs us the entire investment currently produces a gross rental income of £54,800 per annum.

VAT:

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

Accordingly, the sale proceeds should not attract VAT.

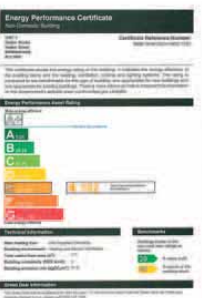
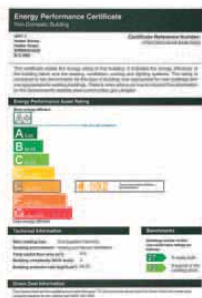
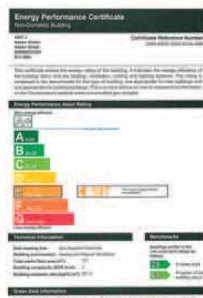
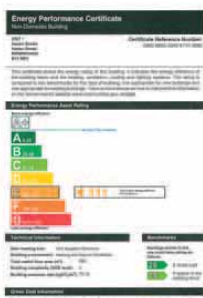
Legal Documents:

Available at www.cottons.co.uk

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 12 Leasehold Vacant Possession

Guide Price: £16,000 - £20,000

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

Viewings:

Via Cottons – 0121 247 2233

LOT 13 Freehold Vacant Possession

Guide Price: £88,000 - £94,000

75 Kelfield Avenue, Harborne, Birmingham B17 0QL



Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property does require modernisation and improvement. Kelfield Avenue is located off Ferncliffe Road which in turn can be found off Grove Lane

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Kitchen

First Floor:

Landing, Two Bedrooms, Bathroom having panelled bath, washbasin, Separate wc.

Outside:

(Front) Lawned Foregarden
 (Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 14

Freehold Vacant Possession
Guide Price: £90,000 – £105,000

Dudley Snooker and Pool Club, 53 Stafford Street, Dudley, West Midlands, DY1 2AB



Property Description:

The property is located on the western side of Stafford Street at its junction with Edward Street close to Dudley Town Centre.

Junction 2 of the M5 Motorway is approximately 5 miles away and the busy well known out of town shopping centre at Merry Hill is within 2 miles of the property.

The property comprises former industrial buildings of part two storey and part single storey construction. The buildings are of substantial brickwork construction, with a combination of pitched slate, corrugated asbestos cement sheet and flat mineral felt roofs.

The property has been used as a snooker and pool club for many years. The ground floor is currently arranged to provide a reception, members bar or lounge, three principal snooker playing areas with 13 tables and ancillary office, toilet and storage accommodation.

The first floor is open plan and is arranged to provide a playing area with 8 or 9 tables and ancillary toilet accommodation.

Accommodation:

Ground Floor:

Gross Internal Area 6,135 sq.ft
(569.9 sq.m)

First Floor:

Gross Internal Area 3,324 sq.ft
(308.8 sq.m)

Total Gross

Internal Area 9,459 sq.ft
(878.7 sq.m)

VAT:

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

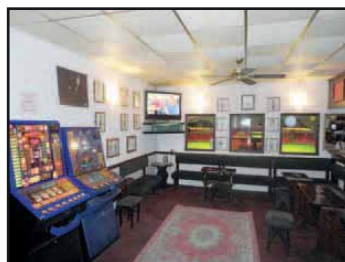
Accordingly, the sale proceeds shall not attract VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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



PROXY & TELEPHONE BIDDING

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For further details and Terms & Conditions

LOT 15 Leasehold Residential Investment
 Guide Price: £35,000 - £39,000

10 Bromford Court, 486 Bromford Lane, Washwood Heath, Birmingham B8 2RS
Property Description:

A second floor flat situated in a purpose built block benefiting from UPVC double glazing and allocated parking space. Bromford Court is located on the junction of Bromford Lane and Old Bromford Lane and the property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £400.00 pcm (£4,800 per annum).

Accommodation:
Ground Floor:

Communal Entrance, Hallway and Stairs

Second Floor:

Entrance Hallway, Lounge, Kitchen, Bedroom and Bathroom having panelled bath washbasin and wc

Outside:

(Front) Communal Area and Allocated Parking Space


Leasehold Information

Term: 99 years from 25th December 1974

Ground Rent: £20.00 per annum
 Service Charge: Please refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 16 Freehold Vacant Possession
 Guide Price: £65,000 - £69,000

127 Willes Road, Winson Green, Birmingham B18 4QA
Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property has recently been refurbished throughout and benefits from UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and an alarm system. Willes Road is located off Winson Green road (A4040) and Bacchus road.

Accommodation:
Ground Floor:

Lounge, Kitchen

First Floor:

Stairs and landing, two double Bedrooms and a Bathroom having shower cubicle, WC and wash basin

Outside:

(Front) - Small walled foregarden
 (Rear) - Paved garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233


LOT 17 Freehold Investment
 Guide Price: £60,000 - £65,000

122 Willes Road, Winson Green, Birmingham B18 4PX
Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from UPVC double glazed windows, gas fired central heating. Willes Road is located off Winson Green road (A4040) and Bacchus road. The property is currently let on an assured shorthold tenancy agreement producing a rental of £350 per calendar month (£4,200 per annum).

Accommodation:
Ground Floor:

Entrance Hallway, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

Two double Bedrooms and a Shower Room having shower cubicle, WC and pedestal wash hand basin.

Outside:

(Front) - Small walled foregarden
 (Rear) - Paved yard

Legal Documents:

Available at www.cottons.co.uk


Viewings:

Via Cottons – 0121 247 2233

LOT 18 Freehold Vacant Possession
 Guide Price: £66,000 - £72,000

16 Kilburn Road, Kingstanding, Birmingham B44 9JN
Property Description:

A mid terraced house of brick construction having stone clad front elevation and surmounted by a pitched interlocking tile clad roof. The property is set back from the road behind a concrete forecourt providing off road car parking and benefits from UPVC double glazed windows and electric storage heating. The property forms part of an established residential estate and Kilburn Road leads off Kettlehouse Road which in turn leads off Kings Road (B4149). The property is conveniently located within approximately one quarter of a mile distance from Kingstanding Shopping Centre providing access to a wide range of retail amenities and services and within approximately three quarters of a mile distance from Sutton Park.

Accommodation:
Ground Floor:

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


First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Concrete forecourt providing off road car parking
 (Rear) Paved yard and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 19

**Freehold Vacant Possession
A Substantial Detached Family Residence
in Sought After Residential Location**

Guide Price: £780,000 to £820,000

14 Lady Byron Lane, Knowle, Solihull, West Midlands B93 9AU



Property Description:

A unique opportunity to purchase a substantial traditional detached two storey family residence providing extensive and well laid out accommodation of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating and occupying a sizeable rectangular shaped plot extending to an area of approximately 0.564 acres which includes a large rear garden. The property is set back behind a deep lawned foregarden having a sweep dual entrance driveway providing ample off road parking. Lady Byron Lane comprises a highly regarded residential road containing a range of individual superior detached residences and leads directly off Warwick Road (A41) close to the junction with the M42 Motorway (junction 5) providing convenient access to the Midlands Motorway Network. Knowle Village High Street is located within approximately one mile distance and Solihull Town Centre within approximately one and a half miles distance.

Accommodation:

Ground Floor:

Porch Entrance, Reception Hall, Cloak Room with vanity wash basin and wc, Sitting Room, Lounge, Dining Room, Games/Snooker Room, Dining Kitchen with a range of fitted units, Pantry and a Separate Dining Area, Rear Hallway, Separate wc, Utility Room, Garage and Garden Room/Gym

First Floor:

Stairs and Landing, Master Bedroom with Dressing Room and En-suite Bathroom having a sunken corner bath, glazed shower enclosure, vanity wash basin and wc, Three Further Bedrooms, Family Bathroom with panelled bath, pedestal wash basin, Separate wc and Laundry Room

Outside:

Front) Lawned foregarden with a Sweep Dual Entrance Driveway providing ample off road parking

(Rear) Large paved patio, yard area, swimming pool (unused and in disrepair) and a large rear lawned garden

Legal Documents:

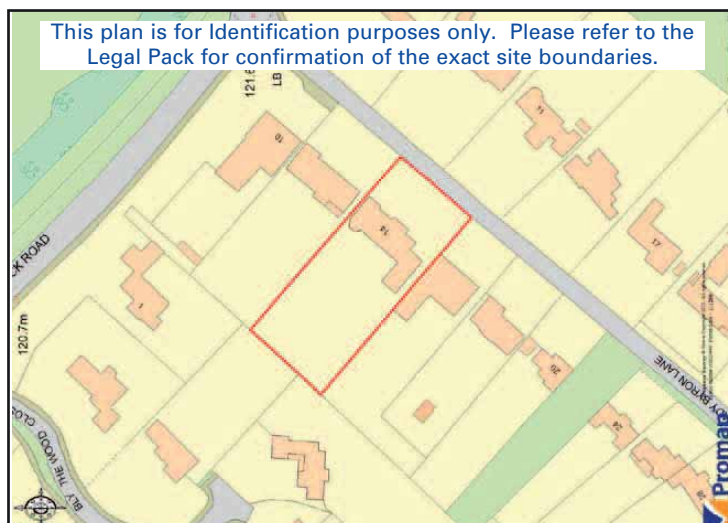
Available at
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Viewings:

Via Cottons
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Note: Completion will take place 56 days from exchange of contracts.





LOT 20

Leasehold Investment (Share of Freehold Included) Guide Price: £137,000 to £147,000

9 Court Oak Road, Harborne, Birmingham B17 9TH

Property Description:

A well laid out ground floor apartment forming part of a substantial two storey semi detached house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a foregarden. The property offers well laid out accommodation benefiting from two double bedrooms, gas fired central heating and security door entry system. The property is situated to the eastern section of Court Oak Road close to the junction with Lordwood Road and conveniently within less than half a mile distance from Harborne High Street which provides access to a wide range of retail amenities and services.

The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £990 per calendar month (£11,880 per annum)

Planning:

Records contained on Birmingham City Council planning website state that full planning consent for conversion of a house into two flats was granted on 24th March 1949 (Ref: 02587000)

Accommodation:

Ground Floor:

Shared Entrance Hall with security door entry system, Reception Hall, Cloak Room with wc,

Lounge, Bedroom One (double), Bedroom Two (double), Bedroom Three (double), Bathroom with panelled bath having shower over, pedestal wash basin, Breakfast Kitchen with a range of fitted units and Breakfast Bar

Outside:

Pedestrian side access to a shared rear yard and garden

Tenure:

The Property is subject to a lease for a term of 99 years from 29th September 1989. The vendor owns an equal share of the freehold interest which is included in the sale and will be transferred to the purchaser on completion.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons
0121 247 2233



LOT 21

A Prominent Freehold Retail Investment with Redevelopment Potential

Guide Price: £280,000 to £300,000

111 – 114 Salop Street and 8 School Street, Wolverhampton WV3 0SR



Property Description:

A prominent freehold City Centre retail investment comprising five separate self-contained retail units to the ground floor along with first floor accommodation over formerly used as a dental surgery and offering potential for residential redevelopment. The property is of two storey brick construction and is situated on the corner of Salop Street and School Street forming part of Wolverhampton City Centre and located opposite

Wolverhampton Indoor and Outdoor Markets. The property benefits from a high level of pedestrian foot flow and the Mander Centre being Wolverhampton's main Shopping Centre is located approximately 500 metres to the north. The passing rent for the property is currently £31,270 per annum with potential for substantial income growth subject to re-letting and redevelopment of the upper floor.

Planning

We understand planning permission (Ref: 06/01050/FUL) was granted in October 2006 for change of use of the upper floor to residential accommodation. We advise all interested parties to contact the local planning department at Wolverhampton City Council to make their own enquiries in respect of the current planning status and the viability of any proposed schemes.

Legal Documents:

Available at www.cottons.co.uk

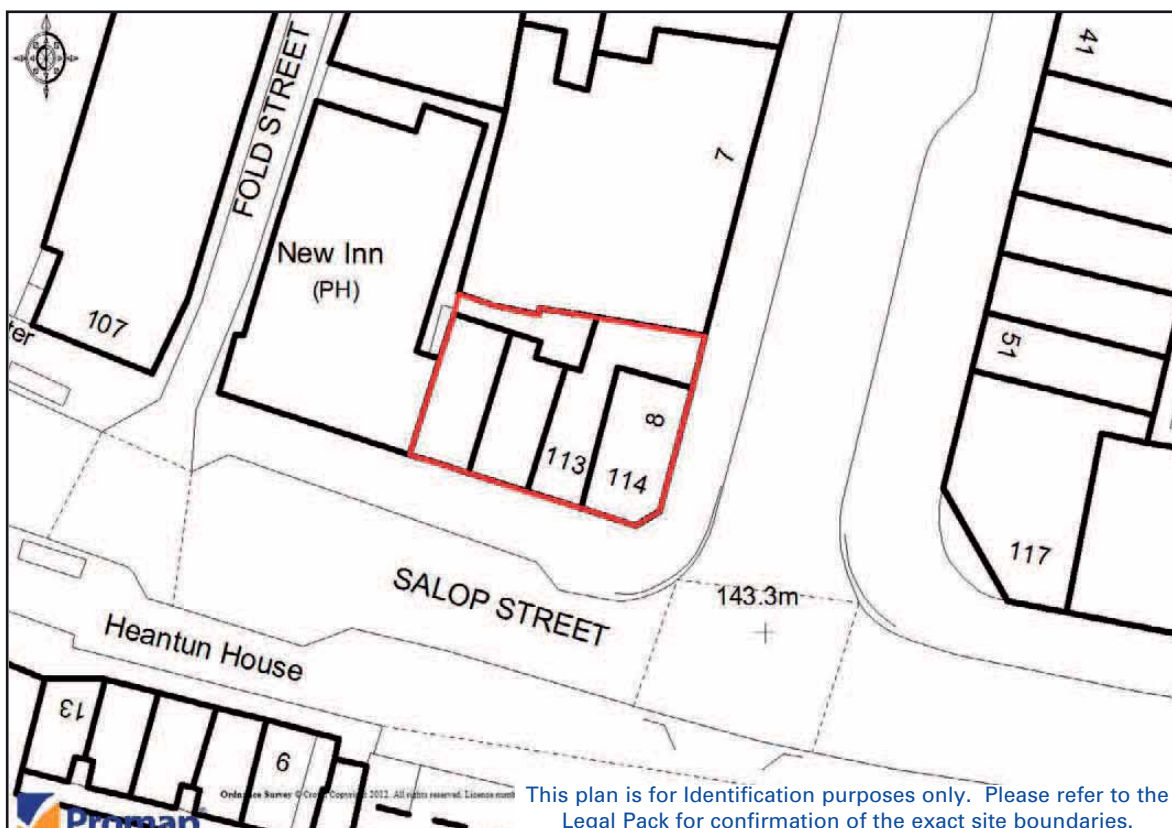
Viewings:

Via Cottons – 0121 247 2233

Accommodation/Tenancy Information

UNIT	FLOOR AREA	USE	RENT
111 Salop Street	51.39sq.mtrs (553sq.ft)	Convenience Store	£5,520 pa
112 Salop Street	48.38sq.mtrs (521sq.ft)	Vacant	Vacant
113 Salop Street	44.08sq.mtrs (475sq.ft)	Convenience Store	£10,750 pa
114 Salop Street	48.39sq.mtrs (521sq.ft)	Bookmakers	£8,000 pa
8 School Street	33.08sq.mtrs (356sq.ft)	Jewellers	£7,000 pa
First Floor (Access from School Street)	211.92sq.mtrs (2,281sq.ft)	Vacant	Vacant
Total	437.24sq.mtrs (4,707sq.ft)		£31,270 pa

Note: Information relating to each tenancy is available in the legal pack



LOT 22

Freehold Vacant Public House

Guide Price: £90,000 to £98,000

The Rising Sun Public House | 116 Horseley Road, Tipton, West Midlands DY4 7NH



Property Description:

A substantial detached public house of three storey brick construction surmounted by a pitched slate clad roof prominently situated fronting Horseley Road. The property is surrounded by a predominantly residential catchment area and is situated within approximately half a mile distance from Black Country New Road (A41) which provides direct access to both Wolverhampton City Centre being within approximately six miles distance to the north west and the M5 Motorway (junction 1) being within approximately three miles distance to the south east.

Planning:

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

Accommodation:

Ground Floor:

Entrance Hall, Lounge and Dining Room, Bar with Wash Room and Kitchen, Rear Entrance Hall with access to Cellar, Ladies and Gents Toilets

First Floor:

Stairs and Landing with Store, Lounge, Kitchen, Three Double Bedrooms, Bathroom with panelled bath, wash basin, Separate WC

Second Floor

Stairs and Landing, Three Double Bedrooms

Outside

Gated side access to rear, paved yard and rear garden with brick built coach house/store

Gross Internal Area

Ground Floor:	132.23sq.mtrs (1,423sq.ft)
First Floor:	132.23sq.mtrs (1,423sq.ft)
Second Floor:	67.14sq.mtrs (722sq.ft)
Total:	331.6sq.mtrs (3,569sq.ft)

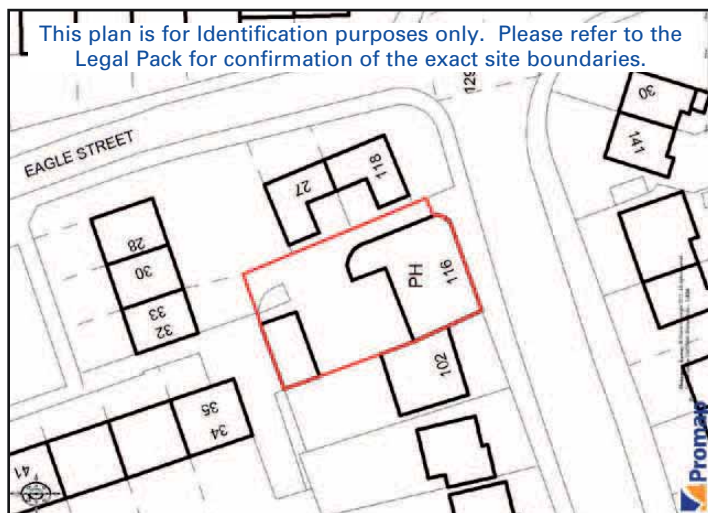
Legal Documents:

Available at www.cottons.co.uk

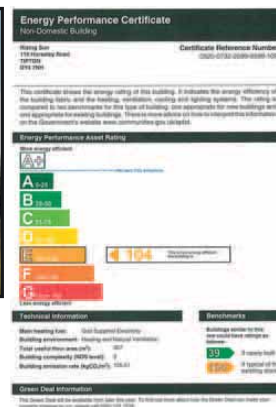
Viewings:

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



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LOT 23

Freehold Vacant Possession

Guide Price: £58,000 - £62,000

12 Guy Avenue, Wolverhampton, West Midlands WV10 9SD

Property Description:

A semi-detached property of part rendered brick construction 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. Guy Avenue is a continuation of both Park Lane and Showell Road.



Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen/Diner

First Floor:

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

Outside:

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

(Rear) Lawned and paved garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

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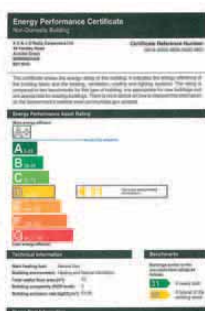
- Just go to : www.pinmeeting.co.uk

LOT 24

Freehold Part Investment/ Part Vacant Possession

Guide Price: £165,000 - £175,000

49 Yardley Road, Acocks Green, Birmingham B27 6HG



Property Description:

A traditionally styled three storey building that forms part of a busy parade in Acocks Green close to the junction with Douglas Road and Alexander Road. The property comprises of a ground floor retail unit with roller shutter, front office/retail area with suspended ceiling, rear office, kitchen and wc. A self-contained ground floor flat and the first and second floors contain four bedsitting rooms with communal facilities including a refurbished Kitchen and bathroom. There is central heating and double glazing throughout. At the rear of the property is a substantial garage/storage unit with power/lighting and is approached from a driveway off Douglas Road.

The property is part let producing a rental of £19,920 a schedule of rentals are detailed below

Accommodation:

Ground Floor:

Retail Unit:

Front Office 21.22sq.mtrs, Rear Office/Kitchen 12.62sq.mtrs and wc.

Ground Floor Flat:

Accessed via the rear having Entrance Hallway, Kitchen, Bedroom/lounge and Shower Room having Shower Cubicle, WC and Washbasin.

First Floor:

Accessed via the rear stairwell having Kitchen, Bathroom having panelled bath and washbasin, a separate WC, Rooms 1 and 2, stairs to

Second Floor:

Rooms 3 and 4

Outside:

(Front) Block paved forecourt

(Rear) Access to the ground floor flat, first and second floors and garage approximately 33 sq.mtrs.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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Schedule of Rents:

Retail Unit	Vacant	
Ground Floor Flat:	Let at £345 per calendar month	(£4,140 per annum)
Bed sitting room 1:	Let at £325 per calendar month	(£3,900 per annum)
Bed sitting room 2:	Let at £300 per calendar month	(£3,600 per annum)
Bed sitting room 3:	Let at £345 per calendar month	(£4,140 per annum)
Bed sitting room 4:	Let at £345 per calendar month	(£4,140 per annum)
Garage:	Vacant	
Total Rental		£19,920 per annum
Potential Estimated Rental when fully Let:		£28,980 per annum

LOT 25

Freehold Vacant Land with Redevelopment Potential

Guide Price: £40,000 to £48,000

Potential Redevelopment Site, Havacre Lane/Biddings Lane, Coseley, West Midlands WV14 9NP



Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of approximately 0.143 acres (580sq.mtrs). The land is prominently situated at the junction of Havacre Lane and Biddings Lane alongside Birmingham Canal and was formerly occupied by the Boat Inn Public House which was demolished and cleared some time ago. The site is conveniently situated approximately one quarter of a mile distance from Coseley Railway Station and within approximately two and a half miles distance to the south east of Wolverhampton City Centre.

Planning:

The site provides scope for redevelopment and all interested parties should contact the local planning department at Wolverhampton City Council prior to bidding to discuss the viability of any proposals which they may have.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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



LOT 26

Freehold Vacant Possession

Guide Price: £75,000 - £79,000

66 Powke Lane, Rowley Regis, West Midlands B65 0AG

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled 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. Powke Lane is a continuation of High Street (A4100) which in turn can be found off Henderson Way.



Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

(Front) Block paved foregarden allowing for off road parking
(Rear) Paved garden with two storey brick built workshop and store



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 27

Leasehold Investment

Guide Price: £48,000 - £52,000

47 The Oaks, Shard End, Birmingham B34 6PX

Property Description:

A first floor two bedroomed maisonette of brick construction surmounted by a tiled roof benefitting from UPVC double glazing and gas fired central heating and being offered for sale in a presentable condition. The Oaks is located off Heath Way which in turn is located off Heathland Avenue. The property is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £525.00 pcm (£6,300.00 per annum)



Accommodation:

Ground Floor:

Entrance Hallway and Stairs

First Floor:

Hallway, Lounge, Kitchen, Two Bedrooms and Bathroom having panelled bath, washbasin and wc

Outside:

(Front) Lawned Garden
(Rear) Lawned Garden

Leasehold Information:

Term: 125 years from 6th October 1997
Ground Rent: £10.00
Service Charge: Please refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

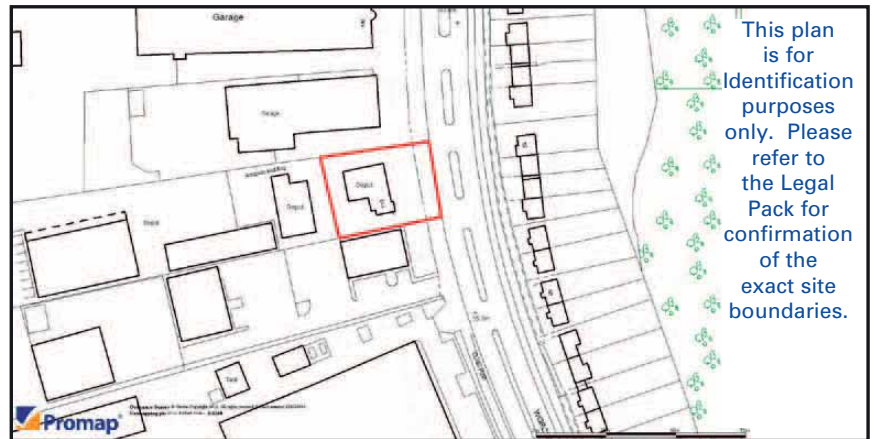
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LOT 28

Freehold Commercial Investment with Part Vacant Possession

Guide Price: £200,000 - £225,000 + VAT

Kopernicus House, Worcester Road, Kidderminster, Worcestershire, DY10 1JR



Property Description:

Kidderminster is a town in the Wyre Forest District of Worcestershire. It is located approximately 17 miles south-west of Birmingham City Centre, and approximately 15 miles north of Worcester City Centre. The 2001 census recorded a population of 55,182 in the town itself, although the catchment population is substantially larger.

Kidderminster is an important commuter town, within the West Midlands, and access to the national motorway network is available at junctions 3, 4 and 5 of the M5 motorway, which lie between 8 to 11 miles to the east.

The subject property is located on the western side of Worcester Road, 1 kilometre south of the Town Centre. Adjacent or nearby occupiers include Howden's Joinery and similar quasi-retail or trade counter type occupiers.

The property comprises an approximately rectangular shaped site, which has been developed to provide a modern purpose-built car showroom, with ancillary office, toilet and workshop accommodation.

As well as having the ability to display cars in the main showroom, vehicles are also displayed on the forecourt and margins around the side of the main buildings.

The entire ground floor premises, including the showroom, workshop and main body of the site are subject to an occupational lease.

The first floor accommodation, along with four car parking spaces, are available with vacant possession, and offer potential for further investment income, by way of letting for commercial or residential use, subject to the grant of planning permission.

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

Showroom	844 sq.ft (78.4 sq.m)
Office	191 sq.ft (17.7 sq.m)
Toilet with WC and wash basin	
Kitchen	39 sq.ft (3.7 sq.m)
Workshop	1,003 sq.ft (93.2 sq.m)
Total Area Ground Floor	2077 sq.ft (193.0 sq.m)

First Floor:

Self-contained, with separate side access currently arranged to provide 6 offices, kitchen and toilet, with WC and wash basin

Gross Internal Area 1,091 sq.ft (101.4 sq.m)

The office accommodation has potential for continued commercial use, or conversion for residential or leisure use, subject to the grant of planning permission.

Outside:

Vehicle display space to the front and side of the main building.

Lease:

The entire ground floor premises, and outside space (less 4 parking spaces) are subject to a 10 year lease from 15th January 2010, at a current rent of £22,000, per annum, exclusive, subject to review. The lease is drafted on tenants full repairing and insuring terms. There is also a pole sign at the front of the site held on lease, at a peppercorn by an adjoining occupier. See legal pack for full lease details.

VAT:

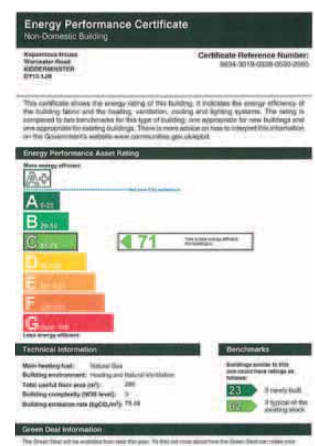
The vendor informs us the VAT exemption has been waived. Accordingly, the sale proceeds shall attract VAT

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 29

A Substantial Detached Bungalow with Separate Flat and Pony Paddock

Freehold Vacant Possession

Guide Price: £300,000 to £330,000

Moorfield Bungalow, Cartbridge Lane, Rushall, Walsall WS4 1SB



Property Description:

A unique opportunity to purchase a superior Architect designed detached bungalow providing magnificently proportioned family accommodation which includes a separate self-contained one bedroom flat, approached by way of a private driveway off Cartbridge Lane and set within extensive grounds of approximately 1.015 acres comprising substantial gardens and pony paddock. The property was constructed circa 2004 to a high specification being of timber framed construction with brick outer walls surmounted by a multi pitched tile clad roof and we understand was covered for a period of ten years from construction by an NHBC guarantee. The property benefits from generous and flexible accommodation including five bedrooms, under floor heating/gas

fired central heating, UPVC double glazed windows, a double garage and ample amenity space. Cartbridge Lane leads off Lichfield Road (A461) and the property is conveniently within approximately one mile distance from Walsall Town Centre and two and a half miles distance from the M6 Motorway (junction 10).

Accommodation:

Ground Floor:

Reception Hall, Cloak Room with wc, Lounge, Breakfast Kitchen with extensive range of fitted units and integrated appliances, Utility Room with a range of fitted cupboards, Dining Room, Rear Sitting Room with Stairs off leading to a full length first floor Family/Games Room, Inner Hallway, Bedroom One (double) with En-suite Bathroom with panelled bath, glazed shower enclosure, pedestal

wash basin and wc, Bedroom Two (double), Bedroom Three (single), Family Bathroom with panelled bath having shower over, pedestal wash basin and wc, Master Bedroom (double) with En-suite Bathroom having panelled bath, pedestal wash basin, glazed shower enclosure and wc, Bedroom Five (single), Double Integral Garage,

Separate Flat First Floor:

Private access to Stairs and Landing, Living Kitchen with a range of units, Double Bedroom, Shower Room with pedestal wash basin and wc

Outside:

Driveway to tarmacadam forecourt providing ample off road car parking and foregarden, further driveway with hard standing suitable for caravan/ horse box storage, large rear lawned

garden with stable block and an enclosed pony paddock.

Total Site Area:

1.015 acres (0.411 hectares)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





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



LOT 30

Freehold Vacant Possession

Guide Price: £68,000 - £74,000

43 Little Lane, West Bromwich, West Midlands B71 4HP

Property Description:

An end terraced 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, gas fired central heating and converted loft room to provide a third bedroom with en-suite shower room. The property is offered for sale in a presentable condition. The property is located on Little Lane between Hallam Street and Church Vale.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

Two Bedrooms and Bathroom having panelled bath, washbasin and wc, stairs to

Second Floor:

Bedroom Three with En-suite Shower Room having shower cubicle, wc and washbasin

Outside:

(Front) Lawned Foregarden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £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.

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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

LOT 31

Freehold Shop with Vacant Possession

Guide Price: £90,000 - £100,000

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



Property Description:

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

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

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

The property comprises a modern, two storey purpose-built shop of brickwork construction with a flat

roof. There is a small single storey addition to the rear of the building of similar construction.

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

Accommodation: (all dimensions and areas quoted are approximate)

Ground Floor:

Retail area	250 sq.ft (23.2 sq.m)
Office/Store	71 sq.ft (6.6 sq.m)
Store	28 sq.ft (2.6 sq.m)

Total Net Internal Area,	
Ground Floor	349 sq.ft (32.4 sq.m)

First Floor

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

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

Total Net Internal Area
626 sq.ft (58.2 sq.m)

VAT:

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

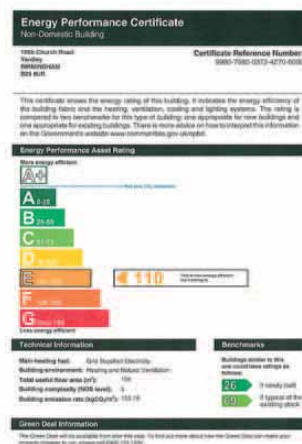
Accordingly, the sale proceeds should not attract VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 32

Freehold Vacant Possession

Guide Price: £110,000 to £125,000

18 Bromley Street, Digbeth, Birmingham B9 4AN

Property Description:

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

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing
Two Offices

Net Internal Area:

Ground Floor: 112sq.mtrs (1,205sq.ft)
First Floor: 31.11sq.mtrs (339sq.ft)
Total: 143.1sq.mtrs (1,540sq.ft)

Legal Documents:

Available at
www.cottons.co.uk

Viewings:

Via Cottons –
0121 247 2233



LOT 33**Freehold Vacant Possession**

Guide Price: £105,000 - £112,000

2 Station Road, Acocks Green, Birmingham, B27 6DN**Property Description:**

An end-terraced property of brick construction surmounted by a tiled roof set back from the road behind a gravelled foregarden. The property benefits from having majority UPVC double glazing and gas fired central heating with modern kitchen and bathroom fittings. The property further benefits from having a gated driveway to the side allowing for off road parking giving access to one open plan lock-up garage unit with three roller shutter doors which we believe from the vendor has previously been used for vehicle repair and valeting. Station Road is located between Sherbourne Road and Warwick Road (A41) and the property itself is within walking distance to Warwick Road.

Accommodation:**Ground Floor:**

Lounge, Dinning Room, Kitchen, Side Veranda housing utility cupboard and wc

First Floor:

Two Bedrooms and Bathroom having panelled bath, shower cubicle, wash basin and wc stairs to

Second Floor:

Bedroom Three

Outside

(Front) Gravelled foregarden

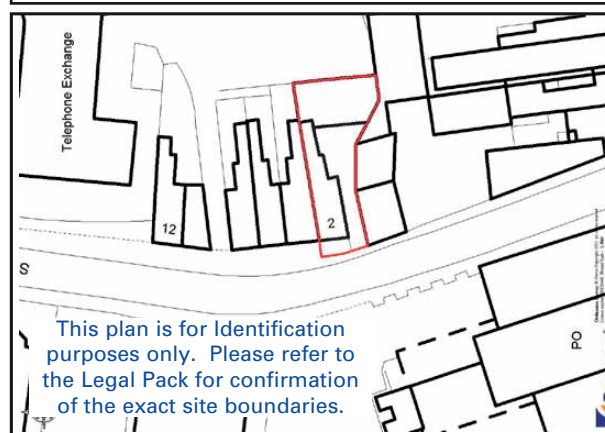
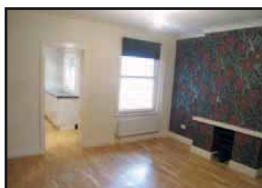
(Side) Driveway allowing for off road parking and access to three lock-up garages

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

**--- Legal Documents Online ---**

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LOT 34

By Instruction of the Joint LPA Receivers
Freehold Commercial Ground Rent
Guide Price: £350,000 to £400,000

Freehold Commercial Ground Rent

Club Ventura, Battens Drive, Redditch, Worcestershire B98 0LJ
(Current Ground Rent: £50,000 per annum)



Description:

A freehold Commercial Ground Rent secured upon a Sports and Fitness Centre. The property was originally built as a Squash Centre which occupied the main building now converted to provide the current gym accommodation and in addition comprises a detached two storey former children's nursery/crèche with first floor flat.

The property occupies a site extending to a total area of approximately 1.71 acres (0.69 hectares) situated to the north eastern corner of Arrow Valley Country Park and located off Battens Drive (B4497) which in turn leads off Coventry Highway (A4023) and which provides ease of access for the large surrounding residential catchment area.

The accommodation extends to approximately 1,811.2sq.mtrs (19,496sq.ft) (dimensions courtesy of the Valuation Office Agency website).

Leasehold Information:

The property is subject to a lease for a term of 99 years from 1st September 1978 at a current ground rent of £50,000 per annum payable quarterly in advance and subject to rent review every seven years. The Lease is dated 28 February 1979 between Redditch Development Corporation and Redditch Squash and Leisure Centre Limited.

Note: No representations are made beyond the fact that the above Property is subject to a Lease and any purchaser should rely on their own investigations and enquiries. The Receivers will not provide any replies to enquiries.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



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

LOT 35
**Freehold Modern Self-Contained Office Building with Vacant Possession
 By Instruction of Wyre Forest District Council**

Guide Price: £250,000 to £280,000

99 Coventry Street, Kidderminster, Worcestershire DY10 2BL

Property Description:

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

Planning:

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

Accommodation:

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

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

Outside:

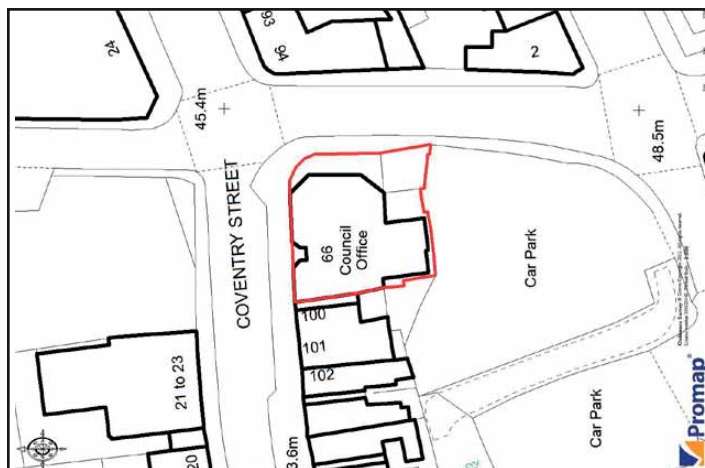
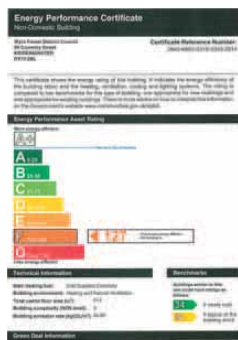
The property benefits from two onsite car parking spaces

Legal Documents:

Available at www.cottons.co.uk

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 36

Freehold Vacant Land
Guide Price: £50,000 to £57,000

Land Adjoining the Shielings, Hampstall Lane, Astley Burf, Stourport-on-Severn DY13 0RX

Description:

A parcel of freehold vacant land roughly rectangular in shape and extending to an area of approximately 0.145 acres (590sq.mtrs). The land is situated directly fronting Hampstall Lane having gated vehicular access and overlooks open countryside to the rear. Hampstall Lane contains a range of detached dwellings and forms part of a popular village situated within approximately four miles distance to the south of Stourport-on-Severn Town Centre and approximately ten miles distance to the north of both Worcester City Centre and the M5 Motorway (junction 6) which provides access to the Midlands Motorway Network.

Garage/ Store: The land currently contains a prefabricated detached garage

measuring 5.487mtrs (wide) x 7.875mtrs (long) and extending to an area of 43.21sq.mtrs (464sq.ft) approximately.

Planning:

The land currently comprises former garden/amenity land and all enquiries regarding the current planning status should be directed to the local planning department at Malvern Hills District Council on 01684862151

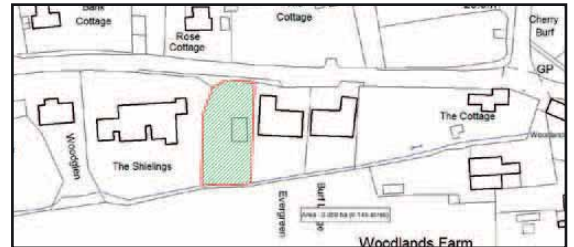
Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

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



LOT 37

Freehold Land with Redevelopment Potential
Guide Price: £32,000 to £38,000

Land Adjacent to 451 Flaxley Road, Stechford, Birmingham B33 9ED

Description:

A parcel of land, triangular in shape, extending to an area of approximately 0.068 acres (276 sq. mtrs) and offering redevelopment potential, previously having had planning consent for the erection of a four bedroom detached dwelling, which has since lapsed. The plot forms part of an established residential area and Flaxley Road itself is located off Station Road (A4040). The land is located within approximately half a mile distance from Stechford Retail Park.

N/03905/05/FUL dated 27 July 2005) for the erection of a four bedroom detached dwelling. This consent has now lapsed and all interested parties should contact the local planning department at Birmingham City Council prior to bidding to discuss any proposals which they may have for the site.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

Planning History:

Planning Consent was granted by Birmingham City Council (reference



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

LOT 38

Freehold Commercial Building with Potential
Guide Price: £60,000 - £65,000

124a King William Street, Stourbridge, West Midlands, DY8 4ES

Property Description:

The property is located within the Stourbridge suburb of Amblecote in a mixed residential and commercial area. The property is located close to Brettell Lane and Collis Street and lies between Kingswinford, Brierley Hill and Stourbridge.

The property comprises a former Church, which was last occupied for office and light assembly purposes.

Arched double doors at the front of the building lead to an entrance lobby with ladies and gents toilets, and partitioned offices together with main offices/storage area. At the rear, there is a kitchen and separate store.

There is a forecourt in front of the building, providing parking for approximately 2 cars.

Accommodation: (all dimensions and areas are approximate)

Gross Internal Area 158 sq.m (1,707 sq.ft)

VAT:

The sale price shall NOT attract VAT

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons
0121 247 2233

LEE, SHAW

Land & Estate
Agents
Chartered Surveyors



LOT 39

Freehold Takeaway/Restaurant (A3/A5) Site with Development Potential

Guide Price: £22,000 - £27,000

64 Sherwood Road, Bromsgrove, B60 3DR

Property Description:

Bromsgrove is a Town in Worcestershire, located approximately 16 miles north east of Worcester, and 13 miles south west of Birmingham City Centre. The recorded population in the 2001 census is 29,237 although, the wider Bromsgrove/Catshill and District catchment population is substantially larger.

The national motorway network is accessible at junction 4A of the M5 motorway approximately 2 miles to the north.

The subject property comprises a triangular shaped site located on the northern side of Sherwood Road, in a well established industrial and commercial area on Aston Fields Trading Estate.

The property is located close to Bromsgrove Eastern Bypass (A38), where there are modern Morrisons and Aldi supermarkets, at the junction with Sherwood Road.

The site has historically been used to park temporary buildings or portakabins which have been occupied for restaurant or takeaway purposes, serving occupiers on the nearby trading estate.

The site appears suitable for a continuation of its former use or for development, subject to statutory consents.

We are informed the property has a site area of 0.069 acres.

Planning:

The two portakabins currently on the site have planning consent for mixed A3, A5 use with no restriction on opening hours.

Planning consent was granted on 10th October 2011 (application No. 11/0650), for the removal of the existing structure and the development of a mixed use A3, A5 building and associated car parking. We understand that the local authority originally restricted the trading hours of the site, when granting consent for redevelopment. However, we are informed by the vendor that the trading hours have subsequently been extended on appeal.

VAT:

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



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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

LOT 40

By Instruction of the Joint Liquidators Freehold Vacant Retail Premises/Residential Conversion Opportunity

Guide Price: £180,000 PLUS

721 Bristol Road South/2 Bell Lane, Northfield, Birmingham B31 2ST



Property Description:

An imposing 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 which is easily recognisable by the Clock Tower situated to the front elevation, 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)

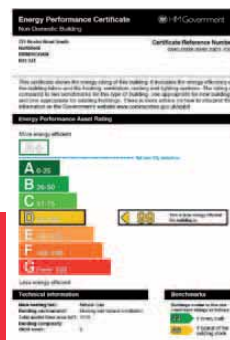
Total Net Internal Floor Area: 266.75sq.mtrs (2,871sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 41

Freehold Vacant Possession
Guide Price: £135,000 - £145,000

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

Viewings:

Via Cottons - 0121 247 2233

LOT 42

Leasehold Vacant Possession
Guide Price: £25,000 to £29,000

13 Camberley, Beacon View Road, West Bromwich, West Midlands B71 3PF

Property Description:

A duplex flat situated on the First and Second Floor of a substantial purpose built block and offering well laid out accommodation. The property benefits from UPVC double glazed windows, electric heating and two double bedrooms and is offered sale in presentable condition. Beacon View Road is located off Walsall Road (A4031) and forms part of an established residential area.



Bathroom having shower cubicle wash basin and wc, Two Double Bedrooms

Outside:

Communal gardens and parking area

Leasehold Information

Term: 199 years from 29 September 1990

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Accommodation:

Ground Floor:

Communal Entrance with security door entry system and access to lifts

Second Floor:

Communal Landing, Entrance Hall, Lounge, Dining Kitchen, Stairs down to

First Floor:

Hallway with further stairs down to Fire Escape on the Ground Floor,

LOT 43

Freehold Residential Investment
Guide Price: £88,000 - £96,000

138 Sycamore Road, Smethwick, West Midlands B66 4NS

Property Description:

A three storey mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Sycamore Road is located between Dorset Road and Grange Road and the property is currently let on an assured Shorthold Tenancy Agreement producing a rental of £550.00 pcm (£6,600.00 per annum)



Accommodation:

Ground Floor:

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

First Floor:

Bedrooms One and Two, stairs to

Second Floor:

Bedroom Three

Outside:

(Front) Walled foregarden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

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LOT 44

Freehold Takeaway Investment Guide Price: £85,000 - £95,000

216 St Vincent Street West, Ladywood, Birmingham, B16 8RP

Property Description:

The property is located approximately 1 mile west of Birmingham City Centre, a few hundred metres from the middle ring road (A41), which encircles the city and provides radial access to the principal routes leading out of the city.

The national motorway network is accessible at junction 6 (Spaghetti Junction) of the M6 motorway, approximately 3 miles to the north east.

The property forms part of a neighbourhood parade of single storey retail units, anchored by a centrally located convenience store, with unit shops either side.

The subject premises comprise a single storey, middle of terrace retail unit of brickwork construction, with a flat felt roof, and concrete floor.

The premises are well fitted for their current use as, Hot Food Takeaway.

This freehold investment interest is offered subject to an occupational lease.

Accommodation

(all dimensions and areas are approximate)

Retail Area	338 sq.ft (31.4 sq.m)
Main Preparation Area including fridge	251 sq.ft (23.3 sq.m)
Secondary Preparation Area	71 sq.ft (6.6 sq.m)
Store	142 sq.ft (13.2 sq.m)
Lobby, two separate toilets each with one WC	
Total Net Internal Area	802 sq.ft (74.5 sq.m)

Tenancy:

We understand the premises are subject to a lease for a term of 15 years from 23rd July 2012, at a current rent of £11,400, per annum, exclusive, escalating to £12,450, per annum, exclusive, on 23rd July 2014, subject to further review thereafter.

Please refer to the lease, contained in the legal pack for full tenancy details

VAT:

The vendor informs us the VAT exemption in respect of this property



has not been waived. Accordingly, the sale proceeds shall not attract VAT.

Viewings:

Via Cottons 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



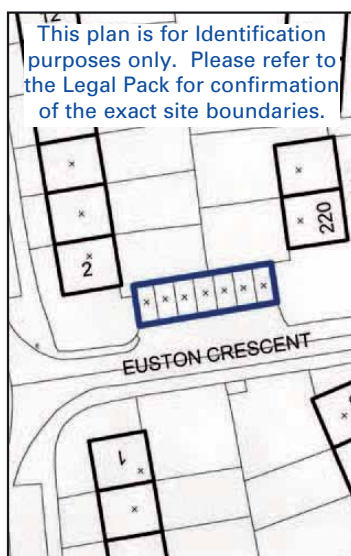
LOT 45

Long Leasehold Garage Investment Guide Price: £23,000 - £27,000

Seven Lock Up Garages, Euston Crescent, Willenhall, Coventry, CV3 3AS

Description:

A block of seven lock up garages of concrete prefabricated construction situated at the entrance to Euston Crescent which comprises of a cu-de-sac leading off Robin Hood Road which provides access to London Road (B4110) and approximately three and a half miles distance to the south east of Coventry city centre and within one mile to the Coventry eastern bypass (A46). The garages are situated in a predominantly residential area and are all currently vacant, however we understand from the vendors that they have previously been let at a rental of £60 per month each, providing a total rental income of £5,040 per annum.



Leasehold Information:

Lease Term: 99 Years from 12 January 1987
Ground Rent: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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LOT 46

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

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



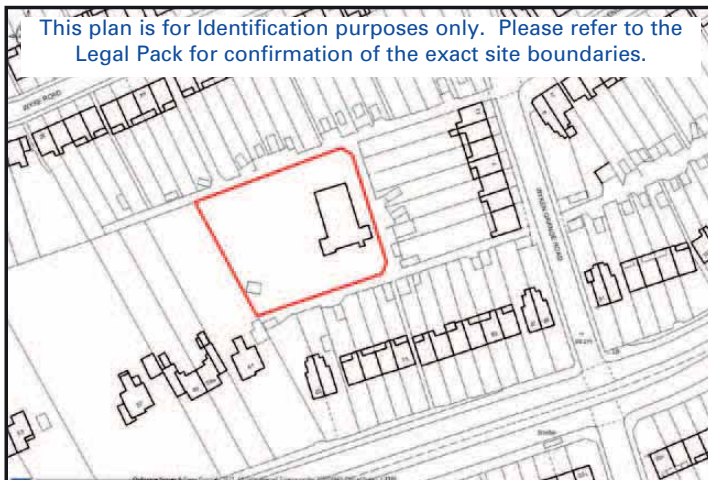
Description:

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

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

Planning:

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



Site Area 0.532 acres (2,155sq.mtrs) approximately

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons –
 0121 247 2233

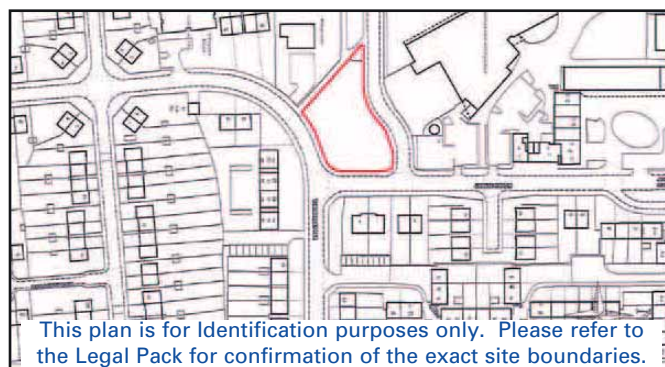


**Access driveway from
 Wyken Grange Road**

LOT 47

Freehold Residential Development Site
(Consent for Seven Houses)
 Guide Price: £110,000 to £125,000

Land at Corner of Acorn Street and The Barley Lea, Stoke Aldermoor, Coventry CV3 1DD



Property Description:

A parcel of freehold land irregular in shape and extending to an area of 0.33 acres prominently situated at the corner of Acorn Street and The Barley Lea, situated adjacent to a newly developed Primary School and in a predominantly residential area located a short distance off Allard Way (A4082). The site benefits from planning consent for the erection of seven two bedroom dwelling houses. The Site is located within approximately two miles distance to the east of Coventry City Centre, two miles distance to the north of Coventry Airport and approximately four miles distance to the south of the M69/M6 Motorway (junction 2).

Planning:

The site benefits from planning consent granted by Coventry City Council (Ref: FUL/2012/0866 and dated 2nd July 2012 for the erection of seven dwelling houses and associated car parking and landscaping. The plans approved with the consent detail a terrace of seven houses comprising the following house types:

House Type A (Quantity 6)
 Proposed Accommodation:

Ground Floor:

Porch, Reception Hall with Cloak Room having wc, Dining Kitchen and Living Room

First Floor:

Stairs and Landing, Bedroom One (double) with En-suite Shower Room, Bedroom Two (double), Study and Bathroom with wc

Floor area: 857sq ft approx

House Type B (Quantity 1)
 Proposed Accommodation:

Ground Floor:

Porch, Reception Hall with Cloak Room having wc, Dining Kitchen and Living Room

First Floor:

Stairs and Landing, Bedroom One (double) with En-suite Shower Room,

Bedroom Two (double), Study and Bathroom with wc

Floor area: 863sq ft approx

Copies of the Architect's drawings are available from the Auctioneers or directly from Coventry City Council website. Ref: FUL/2012/0866

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External

LOT 48
**Freehold Part Investment
 Retail/Office Premises with Redevelopment Potential**
 Guide Price: £150,000 to £175,000

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

Property Description:

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

conveniently within approximately two miles distance from the M69 Motorway (junction 1) which provides access to the Midlands Motorway Network.

Tenancy Information:

13 Regent Street and First and Second Floors: Vacant

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

Planning:

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



the local planning department at Hinckley and Bosworth Borough Council prior to bidding to discuss the viability of any proposal scheme they may have for the property.

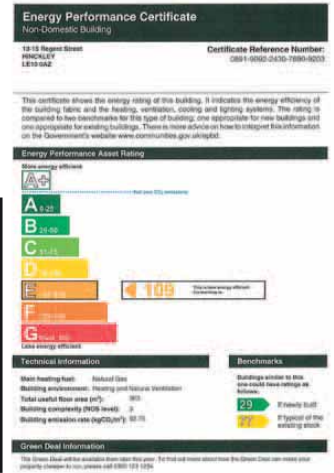
Accommodation:
Ground Floor:

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

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

First Floor

13/15 Regent Street (combined)



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

Second Floor:

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

15 Regent Street:
 Office

Gross Internal Areas (dimensions taken from Architect's drawings)
 Ground Floor: 130sq.mtrs (1,399sq.ft)
 First Floor: 122sq.mtrs (1,313sq.ft)
 Second Floor: 55sq.mtrs (592sq.ft)
 Total: 307sq.mtrs (3,304sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 49
**A Portfolio of Freehold Ground
 Rent Investments**

Guide Price: £10,000 to £12,000

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

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

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

Total Ground Rent Income: £100 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

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LOT 50

Freehold Vacant Commercial Premises
By Instruction of the Joint LPA Receivers
 Guide Price: £100,000 – 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, renovation and repair. 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:
 17th December 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.

First Floor:

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

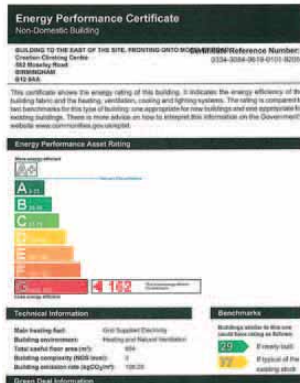
Viewings:

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 nor auctioneers accept any liability for any injury or harm caused.



MAILING LIST

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LOT 51
**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

Viewings:

Via Cottons – 0121 247 2233


LOT 52
Freehold Investment
 Guide Price: £74,000 - £79,000

**16 Milcote Road, Bearwood,
West Midlands B67 5BW**
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 is located on Milcote Road opposite the junction with Western Road. Milcote Road is located off Three Shires Oak Road and the property itself is within a quarter of a miles distance from Bearwood High Street. The property is currently let on a Regulated Tenancy at a registered rent of £35.50 per week (£1,846.00 per annum) effective from the 9th of December 2003.


Accommodation:
Please Note:

The Auctioneers have been unable to inspect the property however from the Rent Registration Document we understand the accommodation to be as follows:

Ground Floor:

Lounge, Dining Room, Kitchen

First Floor:

Two Bedrooms and Bathroom/WC

Outside:

(Front) Walled foregarden
 (Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Finance

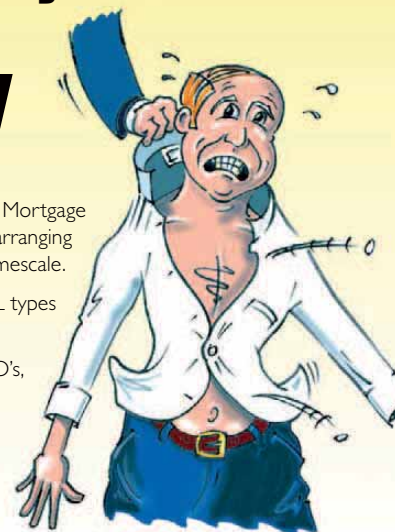
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LOT 53

Freehold Investment
Guide Price: £80,000 to £87,000

59 Riland Road, Sutton Coldfield, West Midlands B75 7AN

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a small foregarden and benefiting from gas fired central heating and UPVC double glazed windows to at least front elevation. The property forms part of an established and predominantly residential area and is conveniently located within approximately one third of a mile distance from both Good Hope Hospital and Sutton Coldfield Town Centre which provides access to a wide range of retail amenities and services. The property is currently let on a Regulated Tenancy at a Registered Rental of £83 per week (£4,316 per annum) effective from 29th January 2011. Application has been made to the rent officer for an increase to £92 per week with effect from 29th January 2013.

Accommodation:

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

Ground Floor:

Two Reception Rooms, Kitchen and Store



First Floor:

Stairs and Landing, Two Bedrooms, Bathroom

Outside:

Front) Small Foregarden
(Rear) Store and Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 54

Freehold Investment
Guide Price: £90,000 to £97,000

63 Riland Road, Sutton Coldfield, West Midlands B75 7AN

Property Description:

A traditional two storey mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a small foregarden and benefiting from gas fired central heating and UPVC double glazed windows. The property forms part of an established and predominantly residential area conveniently located within approximately one third of a mile distance from both Good Hope Hospital and Sutton Coldfield Town Centre which provides access to a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £550 per calendar month (£6,600 per annum).

Accommodation:

Whilst the property has not been inspected internally by the Auctioneers, we understand from the Letting Agent that it comprises:

Ground Floor:

Front Reception Room, Inner Lobby,
Rear Reception Room, Kitchen



First Floor:

Stairs and Landing, Two Bedrooms,
Bathroom with wc

Outside:

(Front) Small Foregarden
(Rear) Yard and garden with brick store/wc

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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LOT 55

By Instruction of The Mortgagees Leasehold Premises

Guide Price: £50,000 - £55,000

Unit 112 Middlemore Business Park, Middlemore Road, Smethwick, West Midlands B66 2EP



Property Description:

The property comprises of a single storey brick built industrial unit with pitched roof incorporating translucent glass panels. The unit has a concertinaed metal door leading directly into the workshop space. There is an additional single storey flat roofed building housing a reception area and toilet facilities to the front along with concrete forecourt providing car

parking. Middlemore Road is located off Holyhead Road (A41).

Accommodation:

Workshop area 2,773 sq.ft (237.38 sq.m)
Office Area 218 sq.ft (20.28 sq.m)
Total gross internal area approx 2,991 sq.ft (257.66 sq.mtrs)
Outside – Concrete Forecourt

Leasehold Information:

Term: 150 years from 25th of March 1986
Ground Rent: £112.00 per annum subject to escalation please Refer to Legal Pack
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 56 Freehold Residential Investment

Guide Price: £100,000 - £110,000

23 Cherry Tree Walk, Stourport-on-Severn, Worcestershire DY13 0JT

Property Description:

A four bedroomed semi-detached property of brick construction surmounted by a tiled 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 along with a converted garage to provide a fourth bedroom and en-suite wet room having wc, washbasin and shower. Cherry Tree Walk is located off Oak Apple Close which in turn is found off Kings Arms Lane. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £625.00 pcm (£7,500 per annum)



First Floor:

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

Outside:

(Front) Foregarden and driveway allowing for off road parking

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen, (Converted Garage) providing bedroom and en-suite wet room having shower, wc and washbasin

LOT 57

Freehold Land
Guide Price: £2,000 PLUS

Land off Kennford Close, Sandwell, West Midlands

Description:

The land parcel comprises a sloping irregular shaped unfenced site of about 494m² (0.122 acres). The site is part of a large area of public open space which is bounded by housing to the South.

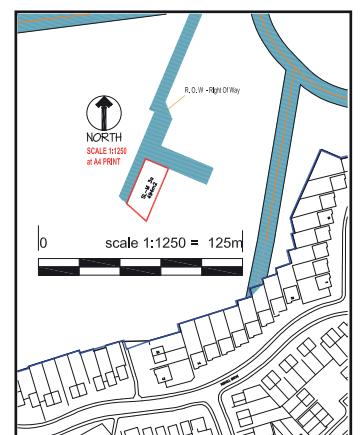
Site boundaries have been surveyed and the plot boundaries can be set out for a nominal charge using GPS survey equipment.

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.

Location:

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. The land is to the north of 16 to 36 Midhill Drive, approached either across open land on Portway Hill, or via the footpath North of 16 Kennford Close.



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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

The site is open for viewings

LOT 58

Freehold Vacant Possession

Guide Price: £58,000 - £64,000

1 Smithfield Road, Blakenhall, Walsall WS3 1BN

Property Description:

A semi detached house of rendered brick construction surmounted by a hipped tile clad roof, set back from the road behind a concreted forecourt which provides off road car parking. The property has been much improved throughout and is offered for sale in a modern presentable condition benefiting from Three Bedrooms, UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and redecoration. Smithfield Road forms part of an established residential area and leads off Thames Road conveniently within approximately three quarter of a mile distance from Bloxwich Town Centre and approximately two miles distance to the north of both Walsall Town Centre and the M6 Motorway (junction 10)

Accommodation:

Ground Floor:

Reception Hall, Living Room, Kitchen containing a range of modern fitted units

First Floor:

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

Outside:

(Front) Forecourt providing off road parking, pedestrian side gated access to rear

(Rear) Patio and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 59

Leasehold First Floor Flat

By Instruction of the Mortgagees Not In Possession

Guide Price: £45,000 - £50,000

7 Stirling Court, Stirling Road, Edgbaston, Birmingham B16 9BE

Property Description:

A first floor flat forming part of a purpose built four storey mansion block located to the southern section of Stirling Road close to the junction with Hagley Road (A456). The property forms part of an established mixed area containing a range of residential properties, office accommodation and retail shops and is conveniently situated within approximately one miles distance to the west of Birmingham City Centre.

Accommodation:

Whilst the property has not been internally inspected by the Auctioneers, we have referred to previous sale particulars available on the internet and understand the accommodation comprises:

Ground Floor:

Communal Entrance

First Floor:

Communal Landing, Hallway with Store, Living Room, Kitchen, Bedroom, Bathroom and Separate WC

Leasehold Information:

Lease Term: 99 years from 29th September 1974

Ground Rent: £35 per annum



Service Charge: Refer to Legal Pack

Important Note:

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge.

The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies that may or may not be in place. All interested parties should make their own enquiries prior to bidding.

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 60**Freehold Vacant Possession**

Guide Price: £142,000 - £152,000

65 Peakhouse Road, Great Barr, Birmingham B43 7RY**Property Description:**

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

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

Accommodation:**65 Peakhouse Road, Main property:****Ground Floor:**

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

First Floor:

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

Rear property Ground Floor

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

First Floor

Open plan area with some restricted head room

Outside:

(Front) Tarmacadam covered driveway giving access to double gates

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

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.

**REAR BUILDING****REAR BUILDING****REAR BUILDING**

LOT 61

Freehold Vacant Possession
Guide Price: £70,000 PLUS

114 Wellington Road, Dudley, West Midlands DY1 1UB



Property Description:

A double fronted extended semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating and further benefits from having a single storey extension to the rear that includes two separate WC's, Utility area, Bedroom and Lounge.

The property further benefits from having off road parking accessed through Turner Street. Wellington Road is located off Stourbridge Road (A4101) and Southalls Lane.

Accommodation:

Ground Floor:

Reception Hallway, Lounge, Dining Room, Rear Reception Room, Kitchen, Two WC's, Utility Area, Bedroom and Lounge

First Floor:

Landing, Kitchen, Bathroom, Separate WC, Three Double Bedrooms and Box room

Outside:

(Front) Walled Foregarden

(Rear) Yard Area providing off road parking

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 62

Freehold Vacant Possession/Flat Conversion
Guide Price: £70,000 to £78,000

4 Warstone Terrace, Handsworth, Birmingham B21 9NE

Property Description:

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

Accommodation:

Ground Floor:

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

First Floor:

First Floor Flat
Stairs and Landing, Bathroom with panelled bath, pedestal wash basin and wc, Double Bedroom, Kitchen and Lounge

Outside:

(Front) Walled foregarden
(Rear) Large garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

- (a) produce to the **buyer** on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
 - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

G4. Title and identity

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

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

- (a) The **buyer** may raise no requisition or objection to any of the **documents** that is made available before the **auction**.
- (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.
- (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.

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

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

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
 - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

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

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

G5. Transfer

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

(a) so state; or

(b) give no details of any **arrears**.

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

(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
(b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the calculated on a daily basis for each subsequent day's delay in payment);

(c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;

(d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;

(e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and

(f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

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

G12. Management

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

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

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

(a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;

(b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and

(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

(a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and

(b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

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

(a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;

(b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;

(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and

(d) it is not buying the **lot** as a nominee for another person.

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

(a) of the **buyer's** **VAT** registration;

(b) that the **buyer** has made a **VAT option**; and

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

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

(a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
(b) collect the rents payable under the **tenancies** and charge **VAT** on them

G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:

(a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;

(b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and

(c) if **VAT** is payable because the **buyer** has not complied with this **condition** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

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