

10th SEPTEMBER 2015

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 10th SEPTEMBER 2015
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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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:

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

Third Party Bidding

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

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 If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.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

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

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

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

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

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

13. The successful bidder will be required to pay an Administration Fee of £495 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £195 + VAT.

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

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

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

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

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

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.

Definition

Definition of Guide Prices

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

Definition of Reserve Price

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

A Collective Auction Sale of 60 LOTS

Order of Sale

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

1 142 BIRKENSHAW ROAD, GREAT BARR, BIRMINGHAM, B44 8UJ	Freehold Vacant Residential	47 29 DAWSON AVENUE, BILSTON, WEST MIDLANDS WV14 9BJ	Freehold Residential Investment
2 46 NIGEL AVENUE, NORTHFIELD, BIRMINGHAM, B31 1LH	Freehold Vacant Residential	48 FLAT 10 GROSVENOR COURT, HANDSWORTH, B20 3NJ	Leasehold Vacant Residential
3 31 LUPIN ROAD, DUDLEY, WEST MIDLANDS DY2 7NR	Freehold Residential Investment	49 DEV LAND AT CROSSELLS ROAD, OLDBURY, WEST MIDLANDS B68 8HA	Freehold Development Land
4 29 HOPKINS STREET, TIPTON, WEST MIDLANDS DY4 7ST	Freehold Vacant Residential	50 55 - 56 LOWER HIGH STREET, WEDNESBURY, WEST MIDLANDS WS10 7AL	Freehold Vacant Commercial
5 51 COLEYS LANE, NORTHFIELD, BIRMINGHAM, B31 4AD	Freehold Vacant Residential	51 66-68 HIGH STREET, KINGS HEATH, BIRMINGHAM, B14 7JZ	Freehold Vacant Commercial
6 7 BALACLAVA ROAD, KINGS HEATH, BIRMINGHAM, B14 7SG	Freehold Residential Investment	52 29A ARTHUR ROAD, YARDLEY, BIRMINGHAM, B25 8HA	Freehold Commercial Investment
7 108 OLDBURY ROAD, WEST BROMWICH, WEST MIDLANDS B70 9DZ	Freehold Vacant Residential	53 17 MEADOW LANE, COSELEY, WEST MIDLANDS WV14 9NQ	Freehold Vacant Residential
8 FLAT 7, BLYTHE COURT, BLYTHE ROAD, COLESHILL, B46 1AE	Leasehold Vacant Residential	54 FLAT ABOVE 303A LONG LANE, HALESOWEN, WEST MIDLANDS B62 9LB	Leasehold Vacant Residential
9 292A HEDNESFORD ROAD, NORTON CANES, CANNOCK, WS11 9SA	Leasehold Residential Investment	55 35 WESTFIELD ROAD, BRAMLEY, ROTHERHAM, SOUTH YORKS S66 2RX	Freehold Residential Investment
10 BUILDING PLOT ADJ. 80 ELLEN STREET, HOCKLEY, B18 7LE	Freehold Building Plot	56 147 SALOP ROAD, OLDBURY, WEST MIDLANDS B68 9PT	Freehold Commercial Pt. Investment
11 97 BINSTAD ROAD, KINGSTANDING, BIRMINGHAM, B44 0TL	Freehold Vacant Residential	57 72 DANESBURY CRESCENT, KINGSTANDING, BIRMINGHAM, B44 0QS	Freehold Vacant Residential
12 2 EDWARDS ROAD, ERDINGTON, BIRMINGHAM, B24 9EP	Freehold Vacant Commercial	58 12 RESERVOIR ROAD, SELLY OAK, BIRMINGHAM, B29 6TF	Freehold Vacant Residential
13 63 YORK ROAD, ERDINGTON, BIRMINGHAM, B23 6TG	Freehold Residential Investment	59 91 HENSHAW ROAD, SMALL HEATH, BIRMINGHAM, B10 0SX	Freehold Vacant Residential
14 FLAT 11, 52 GRAVELLY HILL NORTH, ERDINGTON, B23 6BB	Leasehold Residential Investment		
15 224 - 234 GREEN LANE, SMALL HEATH, BIRMINGHAM, B9 5DH	Freehold Vacant Commercial		
16 1558 STRATFORD ROAD, HALL GREEN, BIRMINGHAM, B28 9HA	Freehold Vacant Commercial		
17 82 CORPORATION STREET WEST, WALSALL, WS1 3QR	Freehold Vacant Residential		
18 43 EFFINGHAM ROAD, BILLESLEY, BIRMINGHAM, B13 0DN	Freehold Vacant Residential		
19 20 WORCESTER GREEN, WEST BROMWICH, WEST MIDLANDS B71 1JD	Freehold Residential Investment		
20 ST PAULS COTTAGE, 59/60 WATER STREET, BIRMINGHAM, B3 1EP	Freehold Vacant Commercial		
20A CAR WASH PREMISES, 191 GRAVELLY HILL, ERDINGTON, B23 7NP	Freehold Commercial Investment		
21 UNIT 17, HEATH ROAD, WEDNESBURY, WEST MIDLANDS WS10 8XE	Freehold Vacant Commercial		
22 WELLINGTON HOUSE, 120 WELLINGTON ROAD, DUDLEY, DY1 1UB	Freehold Vacant Commercial		
23 44 EAST VIEW, TAMWORTH, STAFFORDSHIRE B77 2BG	Freehold Vacant Residential		
24 1024 STRATFORD ROAD, HALL GREEN, BIRMINGHAM, B28 8BJ	Freehold Residential Investment		
25 LAND REAR OF 203 POPLAR AVENUE, EDGBASTON, B17 8EL	Freehold Land & Store		
26 1 ABBOTSFORD DRIVE, DUDLEY, WEST MIDLANDS DY1 2HD	Freehold Vacant Residential		
27 45 SALISBURY ROAD, SMETHWICK, WEST MIDLANDS B66 3RU	Leasehold Residential Investment		
28 364 KINGS ROAD, KINGSTANDING, BIRMINGHAM, B44 0UL	Freehold Vacant Residential		
29 25 BRUNSWICK ROAD, HANDSWORTH, BIRMINGHAM, B21 9AQ	Freehold Vacant Residential		
30 68 MILL LANE, QUINTON, BIRMINGHAM, B32 3BG	Freehold Residential Investment		
31 255 YARDLEY GREEN ROAD, BORDESLEY GREEN, BIRMINGHAM, B9 5QA	Freehold Vacant Residential		
32 HAVEN HOTEL, 15 CLAREMONT STREET, BILSTON, WV14 6BA	Freehold Development Site		
33 82 - 86 HEDNESFORD ROAD, HEATH HAYES, CANNOCK, WS12 3EA	Freehold Residential Pt. Investment		
34 PUBLIC HOUSE AT WHEELERS FOLD, WOLVERHAMPTON, WV1 1HN	Freehold Commercial Investment		
35 LAND AT 19 - 21 CLARENCE STREET, NUNEATON, CV11 5PR	Freehold Development Land		
36 COMMERCIAL BANK PREMISES, 26 HIGH ST, STOURPORT-ON-SEVERN, DY13 8BJ	Freehold Vacant Commercial		
37 82 STAFFORD STREET, WILLENHALL, WEST MIDLANDS WV13 1RT	Freehold Commercial Investment		
38 22 CLARENDON ROAD, EDGBASTON, BIRMINGHAM, B16 9SE	Freehold Residential Investment		
39 116 CHURCH ROAD, ERDINGTON, BIRMINGHAM B24 9BD	Freehold Residential Investment		
40 35 BANNERS STREET, HALESOWEN, WEST MIDLANDS B63 2SL	Freehold Vacant Residential		
41 86 BILTON GRANGE ROAD, YARDLEY, BIRMINGHAM, B26 2LE	Freehold Vacant Residential		
42 62 IVYFIELD ROAD, ERDINGTON, BIRMINGHAM, B23 7HH	Freehold Vacant Residential		
43 81 HILLYFIELDS ROAD, ERDINGTON, BIRMINGHAM, B23 7HB	Freehold Vacant Residential		
44 117 STATION ROAD, OLD HILL, CRADLEY HEATH, B64 6PL	Freehold Vacant Commercial		
45 THE WHEATSHAF, BROMYARD ROAD, WHITBOURNE, WORCS, WR6 5SF	Freehold Public House		
46 LAND R/O THE WHEATSHAF, BROMYARD RD, WHITBOURNE, WR6 5SF	Freehold Land with Potential		

Auctioneers

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

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

Auction Manager: Sue Worrall

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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: £65,000 - £69,000

142 Birkenshaw Road, Great Barr, Birmingham, West Midlands B44 8UJ

Property Description:

A end terraced property of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden. The property benefits from UPVC double glazing and gas fired central heating however does require some modernisation and improvement. The property may have the potential for off road parking to the rear accessed via a service road. Birkenshaw Road is located off both Old Oscott Lane and Dyas Road

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front Lawned foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 2

Freehold Vacant Possession

*Guide Price: £98,000 - £104,000

46 Nigel Avenue, Northfield, Birmingham, West Midlands B31 1LH

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road in a slightly elevated position behind a lawned foregarden. The property benefits from having gas fired central heating however does require modernisation and improvement. Nigel Avenue is located off Shenley Lane (B4121)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen,

First Floor

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

Outside:

Front Lawned foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 3

Freehold Investment

*Guide Price: £60,000 - £65,000

31 Lupin Road, Dudley, West Midlands DY2 7NR

Property Description:

A semi detached house having rendered elevations, surmounted by a slate clad roof and benefitting from Upvc double glazed windows and gas fired central heating.

Lupin Road leads off Bunn's Lane and forms part of a residential area known as Kate's Hill and the property is conveniently within approximately three quarters of a mile distance from Dudley Town Centre.

The property is currently let on an Assured Shorthold tenancy at a rental of £425 pcm (£5,100 per annum).

Accommodation

Ground Floor

Entrance Hall, Lounge, Kitchen, Rear Entrance Hall, Bathroom and wc

First Floor

Stairs and Landing, Two Double Bedrooms

Outside:

(Front) Foregarden with pedestrian side access to rear

(Rear) Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 4

Freehold Vacant Possession

*Guide Price: £70,000 - £77,000

29 Hopkins Street, Tipton, West Midlands DY4 7ST

Property Description:

A modern semi detached house of cavity brick construction surmounted by a pitched interlocking tile clad roof offered for sale in presentable condition providing well laid out accommodation, benefiting from UPVC double glazed windows, gas fired central heating, three bedrooms and off car parking. Hopkins Street forms part of an established residential area and leads off Gilbert Street which in turn leads off Bradley Street and links directly to both Burnt Tree (A461) and Tividale Road (A4033). The property is conveniently within approximately one mile distance from Dudley Town Centre and two miles distance from Oldbury Town Centre, both providing access to a wide range of retail amenities and services.

Ground Floor

Entrance Hall, Cloak Room with wc and wash basin, Full Width Lounge, Dining Kitchen with a range of wooden effect panelled units, walk in store cupboard

First Floor

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

Outside:

Front: Lawned foregarden and full length tarmacadamed driveway
Rear: Paved patio and lawned 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 £495 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £195 + VAT. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits may be paid by the following methods

Debit/Credit Card

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

Personal/Company Cheque/Bank or Building Society Draft

(cheques payments must be accompanied by a Bank/Building Society Statement showing proof of funds)

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

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

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LOT 5

Freehold Vacant Possession

*Guide Price: £66,000 - £72,000

51 Coleys Lane, Northfield, Birmingham, West Midlands B31 4AD

Property Description:

A two/three bedroomed bungalow of non-traditional construction set back from the road behind a lawned foregarden and gravelled driveway giving access to garage and allowing for secure off road parking. The property benefits from having UPVC double glazing however does require modernisation and improvement throughout. Coleys Lane is located off both Mill Lane and Turves Green

Ground Floor

Entrance Hallway, Lounge/Potential Bedroom, Dining Room, Kitchen, Inner Lobby and Bathroom having panelled bath, wash basin and WC, Two Bedrooms

Outside:

Front Lawned foregarden and gravelled driveway allowing access to garage and providing secure parking

Rear Good sized lawned garden and brick built store

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



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

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CHARTERED SURVEYORS

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

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

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

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

LOT 6

Freehold Investment
 *Guide Price: £90,000 - £97,000

7 Balaclava Road, Kings Heath, Birmingham, West Midlands B14 7SG

Property Description:

A traditional two-storey, mid terraced house of brick construction, surmounted by a pitched tile clad roof, situated directly fronting the road and benefitting from part UPVC double glazed windows.

Balaclava Road forms part of a popular and established residential area and is located directly off Silver Street, which provides convenient access directly to Kings Heath High Street, containing a wide range of retail amenities and services.

The property is currently let on a regulated tenancy at a registered rent of £82 per week (£4,264 per annum), effective from 8th May 2014.

Accommodation:

Ground Floor

Two Reception Rooms, Kitchen and Bathroom with separate WC

First Floor

Stairs to Three Bedrooms.

Outside:

Rear shared pedestrian side access to rear garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 7

Freehold Vacant Possession
 *Guide Price: £78,000 - £84,000

108 Oldbury Road, West Bromwich, West Midlands B70 9DZ

Property Description:

A three bedroomed semi-detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having majority double glazing and gas fired central heating. Oldbury Road is located off Greets Green Road and the property itself is close to the junction with Vernon Street and Farley Road

Accommodation:

Ground Floor

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

First Floor

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

Front Walled foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LEGAL PACKS

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

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

The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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

LOT 8

Leasehold Vacant Possession

*Guide Price: £50,000 - £58,000

Flat 7 Blythe Court, Blythe Road, Coleshill, Birmingham, West Midlands B46 1AE

Property Description:

A purpose built ground floor flat forming part of a three storey block and situated fronting Blythe Road between the junctions of Church Hill and High Street, the latter containing a large range of retail amenities and services. Coleshill comprises of a popular north Warwickshire market town popular with commuters and benefiting from ease of access to both the M6, M6 Toll and M42 Motorways, Birmingham Airport, The NEC and both Birmingham and Hams Hall Business Parks. Birmingham City Centre lies within approximately eight miles distance to the west.

The property benefits from UPVC double glazed windows, independent gas heating and a lock up garage located in an adjacent block.

Accommodation:

Ground Floor

Communal Entrance Hall, Reception Hall, Lounge, Bedroom, Shower Room with glazed shower enclosure, pedestal wash basin and wc, Kitchen with a range of modern fitted units

Outside:

Communal gardens and a Lock up Garage (No.1) located in an adjacent block

Leasehold Information

Lease Term: 149 years from 24 June 1961 (Approximately 95 years unexpired)
Ground Rent & Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 9

Leasehold Investment

*Guide Price: £23,000 - £27,000

292A Hednesford Road, Norton Canes, Cannock, Staffordshire WS11 9SA

Property Description:

A ground floor flat forming part of a mid-terraced property of rendered brick construction set back from the road behind a walled foregarden. The property benefits from having part UPVC double glazing and communal parking to the rear accessed off Hill Street. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £430 pcm (£5,160 per annum)

Accommodation:

Ground Floor

Lounge, Bedroom Area, Kitchen Area, Shower Room having shower cubicle, wash basin, and WC, Inner Lobby, Sun Room

Outside:

Front Walled foregarden

Rear Shared block paved garden and communal parking area located off Hill Street

Leasehold Information

Term : A New 125 year Lease will be created upon completion

Ground Rent Refer to legal pack

Legal Documents Available at www.cottons.co.uk

Viewings Via Cottons - 0121 247 2233



LOT 10

Freehold Residential Building Plot

*Guide Price: £30,000 - £35,000

Building Plot Adjacent to 80 Ellen Street, Hockley, Birmingham, B18 7LE

Property Description:

A parcel of Freehold building land, situated adjacent to 80 Ellen Street, having consent for the erection of a two-storey detached house, which forms part of a predominantly residential area, located between Springhill (A457) and Icknield Street (A4540), and conveniently located within approximately half a mile distance from City Hospital and one mile distance from Birmingham City Centre.

Planning:

Planning Consent was granted by Birmingham City Council (Reference: 2015/00223/PA) and dated 25th March 2015 for the erection of one dwelling house. The architects plans approved with the consent details for detached dwelling containing the following proposed accommodation.

Proposed Accommodation:

Ground Floor

Reception Hall, Cloakroom with WC, through Lounge/Dining Room, Kitchen.

First Floor

Stairs and Landing, Three Bedrooms and Bathroom.

Outside:

Gardens to front and rear.

A copy of the planning consent is available for inspection from Birmingham City Council Website quoting the aforementioned Reference Number or from the Auctioneers Offices.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External only.



LOT 11

Freehold Vacant Possession

*Guide Price: £78,000 - £84,000

97 Binstead Road, Kingstanding, Birmingham, West Midlands B44 0TL

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by an interlocking tile clad roof set back from the road behind an overgrown foregarden and concrete driveway giving access to a detached garage providing secure off road parking. The property requires modernisation and improvement throughout. Binstead Road is located off Carshalton Road which in turn can be found off Kings Road

Accommodation:

Ground Floor

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

First Floor

Having Landing, Three Bedrooms and Store Cupboard

Outside:

Front Overgrown foregarden and concrete driveway giving access to detached garage

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 12

Freehold Vacant Retail Shop/Laundrette

*Guide Price: £75,000-£80,000

2 Edwards Road, Erdington, Birmingham, B24 9EP

Property Description:

A semi-detached retail unit of predominantly brick construction, surmounted by a pitched slate clad roof and set back from the road behind a tarmac forecourt providing off-road car parking.

The property has been previously used as a Laundrette and is fitted out accordingly, however may be suitable for a variety of alternate uses, subject to obtaining any relevant planning consents.

Edwards Road runs between Erdington High Street and Orphanage Road and the property is located close to the junction with High Street, which enjoys a high level of pedestrian foot flow, supported by the surrounding dense residential catchment area.

Accommodation:

Ground Floor

Retail Shop/Laundrette with wide shop frontage containing seven washing machines and five dryers (not tested), Rear Storage and Service Area, Kitchenette and WC.

Gross Internal Area: 60.47sq.mtrs (650sq.ft)

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First Floor

Not inspected and currently inaccessible, due to stair access being removed.

Outside:

Front: Tarmac forecourt providing off-road parking for three cars.
Rear: Small yard area.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 13

Freehold Residential Investment

*Guide Price: £110,000 - £117,000

63 York Road, Erdington, Birmingham, West Midlands B23 6TG

Property Description:

A traditional three storey mid terraced house of brick construction surmounted by a pitched replacement tile clad roof and offered for sale in a presentable condition, benefiting from UPVC double glazed windows, gas fired central heating, mains fitted fire panel and smoke detectors/emergency lighting and four bedrooms.

The property occupies a convenient location centrally within Erdington and York Road runs directly between Sutton New Road (A5127) and Summer Road (B4142) and is within less than one quarter of a mile from Erdington High Street, a third of a mile from Erdington Railway Station and approximately one mile from the M6 Motorway (junction 6)

Tenancy Information

The property is let on a Company Tenancy Agreement to Stirling Properties (Bham) Ltd on a lease for a term of 3 years with effect from 3rd August 2015 at a rent of £12,000 per annum. The tenant is responsible for internal repairs and maintenance and the lease may be terminated by either party upon the expiration of 12 months by serving 60 days notice thereafter.

Accommodation

Ground Floor

Reception Hall, Front Reception Room (currently used as a bedroom), Lounge, Kitchen, Shower Room with glazed shower enclosure, pedestal wash basin and wc

First Floor

Stairs and Landing, Two Bedrooms

Second Floor

Stairs and Landing, Two Bedrooms

Outside:

Front: Paved foregarden
Rear: Paved yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 14

Leasehold Investment
 *Guide Price: £56,000 - £64,000

Flat 11 Jaffray Court, 52 Gravelly Hill North, Erdington, Birmingham, West Midlands B23 6BB

Accommodation:

A two bed roomed second floor flat forming part of a three storey purpose built block set back from Gravelly Hill North behind lawned communal gardens. The property benefits from having UPVC double glazing, electric storage heating and newly fitted modern kitchen. Jaffray Court is located on Jaffray Road which is located off Gravelly Hill North (A5127). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £550 pcm (£6,600 per annum)

Ground Floor

Communal Entrance with secured door entry system giving access to stairs

Second Floor

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

Outside:

Lawned communal gardens and communal parking area

Lease Information

Term 99 years from 25 March 1971

Ground Rent £75 rising to £300

Service Charge Refer to Legal Pack

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

Viewings – Via Cottons – 0121 247 2233



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LOT 15

224-234 Green Lane, Small Heath, Birmingham, B9 5DH



Property Description:

A detached, predominantly single-storey building and large fenced/gated and surfaced car park, occupying a prominent corner position, last used as a Cash & Carry, although suitable for alternative uses or re-development, subject to statutory consents.

The warehouse building is of substantial, predominantly single-storey brickwork construction, with two-storey offices to the Green Lane frontage. The main roof is clad in PVC coated profile metal sheets and appears to have been replaced in relatively recent times. The offices have a flat roof.

The main ground floor warehouse is arranged to provide clear, open sales accommodation with two-storey ancillary storage and office premises to the front of the building.

There is a large customer car park to the side of the main building, approached via Green Lane. The site has significant road frontages to both Green Lane and Victoria Street (B4145), and the total site area, including the car park, is approximately 0.32 acres (1,292 sq m).

The building has been used as a Cash & Carry for a number of years and is considered suitable for reinstatement of retail use. Alternatively, the building or site may be converted or redeveloped, subject to statutory consents, for a whole range of alternative uses, including leisure use, entertainment use, religious assembly, or use as a community or training centre.

The property is located approximately 3 miles east of Birmingham City Centre, on the northern side of Green Lane, at its busy junction with Victoria Street (B4145), in a mixed residential and commercial area.

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

Ground Floor

Main Sales Area: 539.7 sq m (5,809 sq ft)
Mezzanine Toilet, Stores and Kitchen: 19.6 sq m (211 sq ft)
Mezzanine Stores: 12.7 sq m (137 sq ft)

First Floor

Landing, Offices and Stores: 101.2 sq m (1,089 sq ft)

Total Gross Internal Area: 673.2 sq m (7,246 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Freehold Former Cash and Carry with Vacant Possession and Development Potential
*Guide Price: £430,000 - £470,000



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LOT 16

1558 Stratford Road, Hall Green, Birmingham, B28 9HA



Property Description:

A Freehold Licensed Restaurant with extensive accommodation comprising a bar, reception and seating area for up to 80 diners on the ground floor.

The generously proportioned first and second floors of the building are currently used for ancillary purposes. However, the upper floors, which are self-contained, have significant latent potential for residential development or additional restaurant use, subject to statutory consents.

The building is set back from Stratford Road, behind a forecourt, providing useful customer or staff car parking space.

The building is of three-storey, middle of terrace construction and forms part of a block or parade of retail or commercial buildings. The main building is of three-storey brickwork construction with a pitched tiled roof. There is a substantial single-storey extension to the rear of the main building which significantly increases the capacity of the restaurant.

The property is located on the eastern side of Stratford Road (A34), approximately 6 miles south east of Birmingham City Centre, close to the Solihull border, in a predominantly residential area with a good catchment.

The property is currently occupied as a Licensed Indian Restaurant, but in view of the A3 (Restaurant) Planning Permission, the building may be used for any theme of restaurant, according to a prospective purchaser's intentions.

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

Accommodation:

Ground Floor

Bar/Reception/Restaurant: 117.6 sq m (1,266 sq ft)
 Beer Store: 8 sq m (86 sq ft)
 Entrance to upper floors.
 Kitchen: 25.8 sq m (278 sq ft)
 Rear Lobby: Female Toilet, Male Toilet, Disabled Toilet.
Total Net Internal Area - Ground Floor: 151.4 sq m (1,630 sq ft)

First Floor

Landing
 Office (Front): 20.2 sq m (218 sq ft)
 Store (Front): 1.2 sq m (13 sq ft)
 Store (Middle): 15.4 sq m (166 sq ft)
 Preparation Room: 1.1 sq m (12 sq ft)
 Toilet, Shower Room
 Store (Rear) incorporating Airing Cupboard: 10.3 sq m (111 sq ft)
Total Net Internal Area - First Floor: 48.2 sq m (519 sq ft)

Second Floor

Store: 27.1 sq m (291 sq ft)

Total Net Internal Area: 226.7 sq m (2,440 sq ft):

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Freehold Licensed Restaurant with Vacant Possession
*Guide Price: £275,000 - £300,000



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LOT 17

Freehold Vacant Possession

*Guide Price: £95,000 - £105,000

82 Corporation Street West, Walsall, West Midlands WS1 3QR

Property Description:

A substantial three storey end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has been converted to provide two separate self-contained flats. The property may provide scope for conversion back to its original use as a substantial family dwelling or alternatively continued use as two separate self-contained flats. The property benefits from having UPVC double glazing and gas fired central heating. The property further benefits from having a dilapidated garage allowing for potential off road parking accessed via a service road to the rear. Corporation Street West is located off both Wednesbury Road and Corporation Street

Accommodation:

Ground Floor

Communal Entrance,
Flat 1

Lounge, Bedroom, Dining Kitchen, Inner Lobby and Bathroom with panelled bath, wash basin and WC

First Floor

Flat 2
Kitchen, Bathroom with panelled bath, wash basin and Separate WC, Lounge, Bedroom and Store Room

Second Floor

Two Further Bedrooms and Store Room

Outside:

Front Walled foregarden

Outside Lawned garden and dilapidated garage allowing for potential off road parking accessed via a service road

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



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LOT 18

Freehold Vacant Possession

*Guide Price: £75,000-£80,000

43 Effingham Road, Billesley, Birmingham, B13 0DN

Property Description:

An extended semi-detached house of two-storey brick construction surmounted by a hipped tile clad roof, benefitting from UPVC double glazed windows, gas-fired central heating, three bedrooms, off-road car parking and generous rear garden but requiring modernisation and improvement.

The property has been extended to the rear ground floor providing a sizeable breakfast kitchen.

Effingham Road forms part of a predominantly residential area and comprises of a cul-de-sac which leads directly off Brook Lane (A4040) and conveniently within approximately one and a quarter miles distance to the east of Kings Heath High Street, providing access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Entrance Hall, Lounge, intermediate room with understairs storage and pantry cupboard,

Bathroom with bath, wash basin, WC, Extended Breakfast Kitchen.

First Floor

Stairs and Landing, Three Bedrooms.

Outside:

Front: Foregarden with concrete hardstanding providing off-road car parking, pedestrian side access to rear.

Rear: Generous lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233.

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LOT 19

Freehold Investment

*Guide Price: £65,000 - £69,000

20 Worcester Green, West Bromwich, West Midlands B71 1JD

Property Description:

A semi-detached property of non-traditional Smith type construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition. The property is situated in an established residential area and Worcester Green is located off Wiltshire Way which provides access via Bank Street to Vicarage Road. The property is currently let on an Assured Shorthold Tenancy at a rental of £550 pcm (£6,600 per annum)

Viewings:

Via Cottons - 0121 247 2233

Accommodation

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor

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

Outside:

Front Lawned garden and paved driveway allowing for off road parking

Rear Lawned garden with brick built stores

Legal Documents:

Available at www.cottons.co.uk



LOT 20

Freehold City Centre Office Premises substantially with Vacant Possession

*Guide Price: £300,000 - £325,000

St Pauls Cottages, 59/60 Water Street, Birmingham, West Midlands, B3 1EP



Property Description:

A unique opportunity to purchase a City Centre freehold office premises previously comprising a pair of traditional cottages and providing scope for residential redevelopment (subject to obtaining planning consent). The property is offered with vacant possession with the exception of the ground floor at 60 Water Street which is let to Eon (formerly Midlands Electricity Board) on a lease for a term of 99 years from 20th March 1980 at a peppercorn rent. The property overlooks the Birmingham & Fazeley canal to the rear and is situated in the popular St Pauls Square area containing a diverse range of offices, bars and restaurants with Water Street being located directly off Ludgate Hill which runs directly between St Pauls Square and Great Charles Street Queensway.

Planning

The property was originally constructed as a pair of semi detached cottages. Planning consent was granted on 27th September 1984 for conversion of the property to offices including refurbishment and

extension works. The property may be suitable for alternate uses including residential conversion potentially back to a three bedroom cottage and apartment and all interested parties should discuss any proposals which they may have with the local planning department prior to bidding.

Accommodation

Ground Floor

Reception Hall with understair storage and access to a small Courtyard, Office One, Staff Room, Kitchen, Toilet, Office Two

First Floor

Stairs and Landing, Office Three, Office Four, Toilet with wc and wash basin, Office Five

Outside: Small rear courtyard

Gross Internal Area

Ground Floor: (59 Water Street Only): 66.75sq.mtrs (718sq.ft)

First Floor: 94.98sq.mtrs (1,022sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



STREET SCENE FROM LUDGATE HILL



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

LOT 20A
Prominent Freehold Car Wash Investment/ Future Development Potential
 *Guide Price: £280,000 - £300,000

191 Gravelly Hill, Erdington, Birmingham, West Midlands, B23 7NP

Property Description:

A freehold investment opportunity comprising of a car wash and valeting centre occupying a corner site extending to an area of 0.23 acres (914sq.mtrs) and prominently situated fronting the busy Gravelly Hill at the junction with Hunton Hill. The property benefits from a large volume of passing vehicles using Gravelly Hill (A1527) comprising of one of the main roads leading to Birmingham City Centre from north Birmingham and Sutton Coldfield. Both Erdington Town Centre and the M6 Motorway (junction 6) are within approximately half a mile distance and Birmingham City Centre lies within approximately two and a half miles distance to the south.

Tenancy Information

The property is currently let on a lease for a term of 14 years which commenced on 6th November 2013 expiring on 5th November 2027 on Full Repairing and Insuring terms and at a rental of £25,200 per annum subject to review.

Planning

The site forms part of a predominantly residential area and may offer future redevelopment potential.

Accommodation:

A tarmacaded and concreted forecourt providing

parking and car wash area,

Building One: comprising wooden clad storage container. 26.79sq.mtrs (288sq.ft)

Building Two: A block built workshop used as a tyre fitting bay: 40.14sq.mtrs (432sq.ft), Reception Area/Office 17.61sq.mtrs (189sq.ft), Lobby, Toilet with wash basin and wc

Total Site Area: 0.23acres (914sq.mtrs)

Viewings:

External Only

Legal Documents:

Available at www.cottons.co.uk



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

LOT 21
Freehold Industrial Premises/Retail Warehouse with Vacant Possession

*Guide Price: £200,000 - £210,000

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

Property Description:

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

Accommodation:
Ground Floor

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

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

Outside:

Forecourt/front yard area providing customer parking and access

Gross Internal Area:

920.71 sq.mtrs (9,910 sq.ft.)

Eaves Height approximately 5.05mtrs (16.6ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



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

LOT 22

Wellington House, 120 Wellington Road, Dudley, West Midlands DY1 1UB



Property Description:

An extensive and well laid out modern office and warehouse/industrial premises, prominently situated fronting Wellington Road, benefitting from a rear frontage to Turner Street, providing flexibility of dual access and potential for sub-division. The frontage of the property comprises single and part two-storey office premises of brick construction, surmounted by multi-pitched tile roofs and includes a range of private and open plan style office accommodation, benefitting from aluminium framed, double glazed windows, suspended ceiling, concealed lighting and wall-mounted electric heating.

The industrial accommodation comprises of three adjoining warehouse bays, with roller shutter door access off Turner Street. Two of the bays are of steel portal framed construction, with brick/profiled sheeted walls surmounted by pitched profiled sheeted roofs and Bay 3 is of steel framed construction surmounted by a pitched and insulated corrugated roof and has been extended to the side. Additional office accommodation has been partitioned in each of the three bays and mezzanine storage is available to the warehouse accommodation.

The property benefits from two car parking areas, the main car parking running between Wellington Road and Turner Street, with tarmac surface and containing approximately 15 spaces. Secondary car parking/ yard area is located off Turner Street.

The property is located close to the junction with Dock Lane and forms part of a mixed area, with the immediate surrounding area containing predominantly commercial property. Dudley Town Centre is located conveniently within half a mile distance to the north east.

Planning:

The property provides extensive and well laid out accommodation and may be suitable for a variety of alternate uses, including sub-division benefitting from the various road frontages and access arrangements.

Accommodation

The property contains a range of private and open plan offices and three warehouse/industrial bays/

Gross Internal Area: 1,641.49 sq m (17,641 sq ft) approximately.

Mezzanine Storage: 227.15 sq m (2,444 sq ft) approximately.

Approximate eaves height - Bays 1 and 2: 4 m (13' 2") Bay 3: 3.85m (12' 6")

Total Site Area: 0.70 acres (0.28 hectares) approximately.

Services:

All mains services are connected. Three gas fired eaves mounted blower units are located to the warehouse accommodation. The offices benefit from a ducted heating system and air-conditioning to part.

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



Freehold Modern Office and Warehouse Premises with Vacant Possession
*Guide Price: **£450,000-£480,000**



LOT 23

Freehold Vacant Possession

*Guide Price: £75,000 - £79,000

44 East View, Tamworth, Staffordshire B77 2BG

Property Description:

An end terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having double glazing and gas fired central heating. East View is located off Glascote Road

Accommodation:

Ground Floor

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

First Floor

Landing and Two Double Bedrooms

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 24

Freehold Bungalow Investment Containing 2 Separate Flats

*Guide Price: £120,000-£135,000

1024 Stratford Road, Hall Green, Birmingham, B28 8BJ

Property Description:

A detached bungalow of rendered brick construction, surmounted by a hipped slate clad roof, occupying an elevated position, set back well back from the road behind a lawned foregarden and having been converted in excess of 25 years ago into 2 self-contained flats, which are fully let. Each flat is currently separately metered and is registered separately for the purposes of Council Tax. The property benefits from UPVC double glazed windows and is situated in a row of similar bungalows between the junctions of Shaftmoor Lane and Hillmount Close. The property is currently let on two separate Assured Shorthold Tenancy Agreements as follows. Front Flat: Rental - £425 per calendar month (£5,100 per annum)

Flat 1: Rental - £450 per calendar month (£4,500 per annum)

Total Rental - £10,500 per annum

Accommodation:

Ground Floor

Front Flat: Reception Hall, Lounge with open plan Kitchen, Double Bedroom, Bathroom with bath, pedestal, wash basin WC.

Outside: Front Garden

Flat 1 (rear): Side Reception Hall, Bathroom with bath having shower over, pedestal wash basin and WC, Lounge, separate Kitchen, Double Bedroom and Boxroom/Bedroom 2 (single).

Outside: Rear Garden

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

Viewings: Via Cottons - 0121 247 2233



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



LOT 25

Freehold Land
 *Guide Price: £5,000 - £10,000

Land rear of, 203 Poplar Avenue, Edgbaston, Birmingham, West Midlands B17 8EL

Property Description:

A parcel of freehold land extending to an area of approximately 159 sq.mtrs (1704 sq.ft). The parcel of gated land is accessed via a securely gated driveway located between numbers 213 and 217 Poplar Avenue. The site currently contains a concrete store/workshop. Poplar Avenue is located off Sandon Road which in turn is located off Hagley Road (A456)

Legal Documents Available at

www.cottons.co.uk

Viewings Via Cottons – 0121 247 2233



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LOT 26

Freehold Vacant Possession
*Guide Price: £172,000 - £182,000

1 Abbotsford Drive, Dudley, West Midlands, DY1 2HD



Property Description:

A uniquely designed extended 5 bedroomed detached Dorma Bungalow situated on a corner plot and set back from the road behind lawned foregardens and block paved driveway giving access to a double garage with electric roller shutter door. The property benefits from having 5 bedrooms, 2 shower rooms and 1 family bathroom, double glazing, central heating and newly fitted modern bathroom. Abbotsford Drive is located off Bushey Fields Road which in turn is found off Kingswinford Road (A4101). The property is within approximately a quarter of a miles distance from Russells Hall Hospital

Accommodation:

Entrance Hallway, L-shaped Lounge, Kitchen, Utility Room, Bedroom 1, Bedroom 2, Bedroom 3 and Bedroom 4 having separate under-floor heating and en-suite shower room having shower cubicle, wash basin and WC, Family Bathroom having panelled bath with electric shower over, wash basin and WC, Stairs to Landing, Bedroom 5 and Shower Room having shower cubicle, wash basin and WC

Outside:

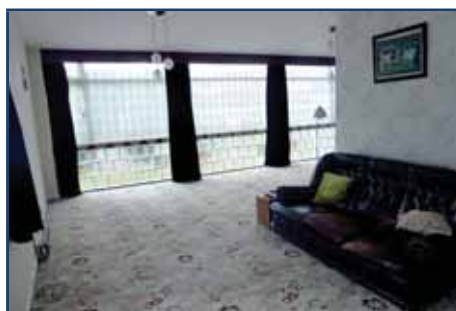
Front Lawned foregarden and block paved driveway giving access to double garage
Rear Block paved rear garden

Viewings

Via Cottons – 0121 247 2233

Legal Documents

Available at www.cottons.co.uk



LOT 27

Leasehold Investment
 *Guide Price: £65,000 - £70,000

45 Salisbury Road, Cape Hill, Smethwick, West Midlands B66 3RU

Property Description:

A traditional mid-terraced house of brick construction surmounted by a pitched tile clad roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazed windows and gas fired central heating. Salisbury Road is located directly off Cape Hill (A4092) which comprises a local shopping centre containing a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy at a rental of £490.00 pcm (£5,880 per annum)

Accommodation:

Ground Floor

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

First Floor

Stairs and Landing, Two Double Bedrooms

Outside:

(Front) Walled foregarden
 (Rear) Paved Yard/Garden with pedestrian access.

Leasehold Information

Lease Term: 99 years commencing 1st January 2013
 Ground Rent: Currently £225 per annum doubling on 1st January 2038 and every 25 years thereafter.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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LOT 28

Freehold Vacant Possession
 *Guide Price: £85,000 - £95,000

364 Kings Road, Kingstanding, Birmingham, West Midlands B44 0UL

Property Description:

A mid terraced house of two storey brick construction surmounted by a pitched slate clad roof, set back from the road behind a foregarden and benefiting from UPVC double glazed windows but requiring modernisation and improvement throughout. The property forms part of a predominantly residential area and is situated fronting Kings Road between the junctions of Colindale Road and Hartley Road. Kings Road leads directly between Chester Road North (A452) and Kingstanding Road (B4138) and the property is conveniently within approximately one quarter of a mile distance from Kingstanding Shopping Centre, one mile distance from Sutton Park and three miles distance to the west of Sutton Coldfield Town Centre.

Accommodation

Ground Floor

Entrance Hall, Lounge, Dining Room, Kitchen with pantry

First Floor

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

Outside:

Front: Walled foregarden set behind a mature hedge, shared pedestrian access to rear
 Rear: Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 29

Freehold Vacant Possession

*Guide Price: £84,000 - £88,000

25 Brunswick Road, Handsworth, Birmingham, West Midlands B21 9AQ

Property Description:

An extended 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 and is offered for sale in a presentable condition throughout. Brunswick Road is located off both Albert Road and Grove Lane

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front Walled foregarden

Rear Paved Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 30

Freehold Residential Investment

*Guide Price: £85,000 - £89,000

68 Mill Lane, Quinton, Birmingham, West Midlands B32 3BG

Property Description:

A mid 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 and gas fired central heating and is offered for sale in a presentable condition throughout. Mill Lane is located off both Middle Acre Road and Millmead Road and the property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £550 pcm (£6,600 per annum)

Accommodation:

Ground Floor

Entrance Hallway, Through Lounge, Kitchen, Stairs to

First Floor

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

Outside:

Front Lawned foregarden

Rear Patio area and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 31**Freehold Vacant Six Bedroom House**

*Guide Price: £170,000 - £180,000

255 Yardley Green Road, Bordesley Green, Birmingham, West Midlands, B9 5QA**Property Description:**

A substantial end of terrace two storey dwelling house with a two storey coach house attached providing extensive accommodation which includes three reception rooms, six bedrooms, two bathrooms and off road car parking. The property benefits from UPVC double glazed windows but requires repair and modernisation throughout. The property is set back from the road behind a gravelled forecourt and is situated adjacent to Yardley Green Road Entrance to Birmingham Heartlands Hospital and forms part of a popular and predominantly residential area. The property may be suitable for refurbishment as a single dwelling house or alternatively may provide scope for conversion to a multi let property as either flats or House in Multiple Occupation (HMO) and all interested parties should make their enquiries with the local planning department prior to bidding in respect of any proposed schemes.

Accommodation**Ground Floor**

Reception Hall, Inner Hall with cellar access, Front Reception Room, Rear Reception Room, Family/Dining Room, Kitchen, Bathroom with bath, wash basin and wc, Coach House with garage and separate room

First Floor

Stairs and Landing with store cupboard, Bedroom One (single), Bedroom Two (double), Bedroom Three (double), Bedroom Four (double), Raised Landing with access to Bedroom Five (double) and Bedroom Six (single), Bathroom with bath, wash basin and wc

Outside:

Front: Part gravelled foregarden providing off road car parking, pedestrian entry access to rear
 Rear: Yard/patio with a long predominantly lawned garden, brick store and wc

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 32

Freehold Vacant Former Hotel - Residential Redevelopment Opportunity

*Guide Price: £230,000 - £245,000

Former Haven Hotel (Consent for Seven Dwellings), 15 Claremont Street, Bilston, West Midlands, WV14 6BA



Property Description:

A residential redevelopment opportunity for the erection of seven dwellings on the site occupied by a substantial freehold former hotel premises predominantly of two storey brick construction, surmounted by a pitched slate clad roof. The property occupies a rectangular shaped site extending to an area of approximately 0.26 acres (1,037 sq.mtrs) and forms part of a predominantly residential area. Claremont Street runs directly between Wellington Road (A41) and Green Lanes and is located within approximately one and a half miles distance to the south east of Wolverhampton City Centre.

Existing Hotel Accommodation:

Gross Internal Area:

Cellar: 9.41sq.mtrs (101sq.ft)

Ground Floor: 319sq.mtrs (3,434sq.ft)

First Floor: 139sq.mtrs (1,496sq.ft)

Total: 467sq.mtrs (5,031sq.ft) approximately

Planning

Planning consent was granted by Wolverhampton City Council (Ref 2014/01125/FUL) and dated 14th November 2014 for demolition of the former Haven Hotel and the erection of 7 dwelling houses. A copy of the consent is available from the auctioneers or Wolverhampton City Council website. The Architects plans approved detailed a development of seven dwellings laid out in a terrace of four, three storey, three bedroom dwellings and a terrace of three, two storey, two bedroom dwellings and comprising of the following proposed accommodation:

Proposed Accommodation

Three Bedroomed Houses (Qty. 4)

Ground Floor: Living Room, Kitchen

First Floor: Two Bedrooms and Bathroom having bath, wash basin and WC

Second Floor: Master Bedroom with Ensuite Shower Room having wash basin and wc

Two Bedroomed Houses (Qty. 3)

Ground Floor: Open Plan Living Room and Kitchen

First Floor: Two Bedrooms and Bathroom having bath, wash basin and WC

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

Viewings: Via Cottons - 0121 2472233

Note: The property is in poor internal condition and all parties viewing do so entirely at their own risk and neither the Auctioneers nor Vendors accept any liability for injury or harm caused.



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

LOT 33
Freehold Part Investment/Part Vacant Possession

*Guide Price: £170,000 - £190,000

82-86 Hednesford Road, Heath Hayes, Cannock, Staffordshire, WS12 3EA

Property Description:

A detached brick built building surmounted by a tiled roof set back from the road and occupying part of a site extending to approximately 618 sq.mtrs (6,654 sq.ft). The building consists of a two bedroomed end terraced property, a double fronted retail premises and a two/three bedroom flat.

86 Hednesford Road is a two bedroomed end terraced property that requires modernisation and improvement throughout and is offered for sale with vacant possession. 82-84 Hednesford Road, the Ground floor consists of a double fronted retail unit currently trading as a hairdressers and producing a rental of £484 per calendar month. The first floor provides a self contained 2/3 bedroomed flat with private access located at the rear of the property and offered for sale in a presentable condition, the flat is currently let producing a rental of £375 per calendar month.

The site has previously had planning consent granted by Cannock Chase Council for the demolition of the existing building and erection of a new 3 storey building incorporating 4 two bedroom flats and retail development (Ref:CH/11/0002) however this has now lapsed.

The property is located on the Hednesford Road (B4154) close to the local village shops and amenities.

Accommodation:
86 Hednesford Road
Ground Floor

Lounge, Dining Room, Kitchen (no fitments)

First Floor

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

82-84 Hednesford Road
Ground Floor

(Hairdressers) - Open plan salon (approximately 60 sq.mtrs) Store Room, WC and Office

First Floor

(Flat) - Accessed via the rear, Entrance Hallway, Bathroom having panelled bath with shower over, wash basin and WC, Dining Kitchen, Lounge, Three Bedrooms

Outside:

Large lawned garden

Tenancies

86 : Vacant

82-84 : Ground Floor (Hairdressers) We are informed by the Vendor that the ground floor shop premises are let at a rent of £484 pcm (£5,808 per annum)

First Floor (flat) : Let on an Assured Shorthold Tenancy Agreement producing a rent a of £375 pcm (£4,500 per annum)

Total Rental : £10,308 per annum

Legal Documents Available at www.cottons.co.uk

Viewings Via Cottons – 0121 247 2233

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



LOT 34

Freehold Public House Investment

*Guide Price: £130,000 - £142,500

Public House at Wheelers Fold, Wolverhampton, West Midlands, WV1 1HN



Property Description:

Wolverhampton is the second largest city within the West Midlands conurbation. The City has a long established industrial heritage and is located on the Northern edge of the Black Country. Today, the major industries within the city, are both engineering based and also within the service sector.

Wolverhampton City centre forms the main focal point for the regional road network within the North Western part of the West Midlands conurbation, leading out to rural Staffordshire and Shropshire. The National motorway network is accessible via junctions 10 and 1 of the M6 and M54 motorways, respectively, both of which are within 4 miles of the city centre.

The subject property is located within the retail core of Wolverhampton City centre, where a number of multiple retailers are located, including department store chain House of Fraser. Debenhams, who were previously listed as a principal anchor store on the Summer Row redevelopment project, have indicated that despite the demise of the scheme, they remain interested in opening a store in Wolverhampton. The property occupies a central City Centre location.

The property is of two/three storey brickwork construction.

The premises provide a ground floor bar with ancillary accommodation on the first and second floors.

The entire premises are let on a single lease and accordingly, the property is likely to be of interest primarily to private investors.

Accommodation

Ground Floor

Bar Area: 66.4sqmtrs (715sqft)

First Floor

Darts /Function Room: 40.8sqmtrs (439.sqft)

Gents Toilet, Landing, Ladies Toilet,

Second Floor

2 rooms 48.3sqmtrs (520.sqft)

Basement/Cellar (not inspected)

Total Net Internal Area: 155.5sqmtrs (1,674sqft)

Tenancy Details

The entire premises are let by way of a lease dated 4th June 2015.

The lease is for a term of 15 years from 4th June 2015 and the contractual term therefore expires 3rd June 2030.

The initial rent is £15,600 per annum, exclusive, subject to upwards-only review on 4th June 2020 and every fifth anniversary of that date.

Please refer to the Legal Pack for full details of the lease.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 35

Freehold Residential Development Site
*Guide Price: £200,000 PLUS

Land At 19 - 21 Clarence Street, Nuneaton, Warwickshire, CV11 5PT



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

Property Description:

A parcel of freehold land irregular in shape and extending to an area of approximately 0.34 acres (0.14 hectares). The land is situated to the rear of both Clarence Street and Fife Street and accessed by way of a wide driveway between numbers 19 and 21 Clarence Street. The immediate surrounding area contains a range of traditional residential housing and the site is located approximately 200 metres to the north of Queens Road which provides direct access to Nuneaton Town Centre being within approximately half a miles distance to the east. The site previously contained lock-up garages which have been demolished and cleared.

Planning Information

Planning Consent was granted by Nuneaton and Bedworth Borough Council on 4th March 2009 for the erection of 7 town houses and a block of 4 flats. The consent also included the construction of two houses on Fife Street (Not included in the auction sale) which were built and completed within three years of the consent being granted and thus activating the planning consent. All interested parties should contact the local planning department at Nuneaton and Bedworth Borough Council prior to bidding for clarification in respect of the current planning status.

The Architects plans approved with the aforementioned consent detailed the following proposed accommodation:

Proposed Accommodation

7 Qty. Houses each comprising:

Ground Floor

Entrance Hall, Open Plan Lounge/Dining Room/Kitchen

First Floor

Two Bedrooms and Bathroom

Second Floor

Double Bedroom and En-suite Bathroom

4 Qty. Flats

each comprising:
Open Plan Living Room/Kitchen, Hallway, Double Bedroom and Bathroom

Outside:

Central forecourt and residents parking area.
A copy of the Planning Consent and A4 plans are available for inspection from the Auctioneers.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only



LOT 36

Freehold Vacant Banking Premises & 2nd Floor Ground Rent Investment

*Guide Price: £170,000 - £185,000

Commercial Bank Premises, 26 High Street, Stourport-on-Severn, Worcestershire, DY13 8BJ



Property Description:

A three storey premises prominently located on High Street, formerly occupied by a commercial bank and of brick construction surmounted by a pitched interlocking tile clad roof comprising of a ground floor banking hall with ancillary accommodation including basement, first floor offices and a separate self contained flat to the second floor which is subject to a long leasehold interest for a term of 125 years. The property is situated on the busy Stourport High Street immediately adjacent to Boots the Chemist and WH Smith and containing a wide range of multiple and local retailers serving both the surrounding and predominantly residential catchment area along with the large number of tourists visiting the town and its associated waterways which include The River Severn, The River Stour and both the Staffordshire and Worcestershire Canals.

Planning

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

Accommodation:

Ground Floor

Former Banking Premises with Entrance, Banking Hall with file lift, Two Private Offices and Side Entrance Hall, Rear Office, Rear Entrance Lobby

Basement

Hallway, Three Stores, File Lift, Boiler Room and Two Strong Rooms.

First Floor

Stairs and Landing, Open Plan Office, Store, Staff Room, Ladies and Gents Toilets each with separate wc and wash room.

Outside:

Rear: Car parking area and stair access to Second Floor Flat (not inspected)

Net Internal Area

Ground Floor: 92.01sq.mtrs (991sq.ft)

Basement: 37.3sq.mtrs (401sq.ft)

First Floor: 85.45sq.mtrs (919sq.ft)

Second Floor: Not Applicable

Tenure

The property is offered freehold with vacant possession with the exception of the second floor flat which is subject to a lease for a term of 125 years which commenced 23 June 2003 paying an annual ground rent of £100 rising during the term.

Viewings: Via Cottons – 0121 247 2233

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



2nd Floor Flat Subject to 125 Year Lease.



LOT 37
Freehold Commercial/Residential Investment

*Guide Price: £210,000 - £230,000

82 Stafford Street, Willenhall, West Midlands WV13 1RT
Property Description:

A three storey property of brick construction surmounted by a tiled roof directly fronting the pavement. The premises comprise of a ground floor retail unit and a licensed six bed HMO (each room with ensuite shower room) and communal kitchen facilities to the first and second floors accessed via a separate entrance. The property further benefits from having a gated access providing off road parking to the rear. The property forms part of an established parade located within Willenhall Town Centre which contains a wide range of both local and national retailers. Stafford Street joins the pedestrianised market place area and accordingly benefits from a high level of pedestrian foot flow increasing on market days and is also enhanced by the presence of a nearby Morrisons Superstore. The property is fully let and produces £31,460 per annum a schedule of tenancies are detailed below

Schedule of Tenancies

Ground Floor Retail Shop : Let at £180 per week (£9,360 per annum)

Rooms 1-6 Are all let on Assured Shorthold Tenancy Agreements at the following rentals

Room 1 : £85 per week (£4,420 per annum)

Room 2 : £80 per week (£4,160 per annum)

Room 3 : £70 per week (£3,640 per annum)

Room 4 : £60 per week (£3,120 per annum)

Room 5 : £60 per week (£3,120 per annum)

Room 6 : £70 per week (£3,640 per annum)

Total rental income £31,460 per annum

Accommodation:
Ground Floor

Retail shop, WC and Store approximately 108 mt.sq (1162 sq.ft),

Separate entrance for residential , stairs to

First Floor

Please Note : All letting rooms have an en-suite shower room containing shower cubicle, wash basin and WC

Letting Rooms 1 and 2, Communal Kitchen, Rear fire escape

Second Floor

Rooms 3- 6.


Outside:

Rear Vehicular access via double gated doors off Stafford Street providing off road parking to the rear

Legal Documents Available at www.cottons.co.uk

Viewings Via Cottons – 0121 247 2233



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LOT 38

Freehold Residential Apartment Block Investment

*Guide Price: £280,000 - £300,000

22 Clarendon Road, Edgbaston, Birmingham, B16 9SE



Property Description:

A valuable freehold investment opportunity comprising a very substantial three-storey detached residence converted many years ago into five well laid out and self-contained flats, three of which are currently let on Assured Shorthold Tenancy Agreements and two which have been sold on long leasehold interests, the lessees being responsible for the payment of a Ground Rent.

The property is of rendered brick construction surmounted by a pitched replacement tiled clad roof, set back from the road behind a tarmac forecourt which provides off-road car parking and all flats are separately metered with Flats 1, 4 and 5 benefitting from double glazed windows and separate gas-fired central heating systems. Clarendon Road forms part of an established and highly regarded residential area and comprises of a no-through road accessed from Vernon Road which, in turn, leads off Portland Road (B1425).

The property lies within approximately one and a quarter of a mile distance to the west of Birmingham City Centre.

Tenancy/Lease Information:

Flat 1: Let on an Assured Shorthold Tenancy at a rental of £475 per calendar month.

Flat 2: Subject to a long leasehold interest for a term of 125 years which commenced on 1st January 2007, at a current Ground Rent of £150 per annum rising in 2017 to £300 per annum and doubling every ten years thereafter.

Flat 3: Subject to a long leasehold interest for a term of 125 years which commenced on 1st January 2007, at a current Ground Rent of £150 per annum rising in 2017 to £300 per annum and doubling every ten years thereafter.

Flat 4: Let on an Assured Shorthold Tenancy at a rental of £550 per calendar month.

Flat 5: Let on an Assured Shorthold Tenancy at a rental of £550 per calendar month.

Total current income: £19,200 per annum.

Note for Flats 2 & 3: Each Lessee contributes towards 1/5th of the Freeholder's costs in maintaining the exterior, common parts and insurance in respect of the whole building.

Accommodation:

Ground Floor

Shared Reception Hall with security door entry system.

Flat 1: Lounge, Hallway, Kitchen, Bedroom, Bathroom with bath, wash hand basin and WC.

Flat 2: Not Applicable.

First Floor

Stairs and Landing

Flat 3: Not Applicable

Flat 4: Lounge, Bedroom One, Kitchen, Hallway with internal spiral staircase leading to Landing/Study Area. Bedroom Two, Bathroom with bath, wash basin and WC.

Second Floor

Stairs to Flat 5: Lounge, Kitchen, Two Bedrooms, Bathroom with bath, wash basin and WC.

Outside:

Front: Tarmac forecourt providing off-road car parking, gated vehicular access to a large tarmac side yard.

Rear: Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

LOT 39
Freehold Part Investment/Part Vacant Possession

*Guide Price: £116,000 - £122,000

116 Church Road, Erdington, Birmingham, West Midlands B24 9BD
Property Description:

A semi-detached property of brick construction surmounted by a tiled clad roof set back from the road behind a paved foregarden. The property has been converted to provide two separate self-contained flats one to the ground floor and one to the first floor. Each flat benefits from having UPVC double glazing and gas fired central heating. Church Road is located off Erdington High Street and the property is close to the junction with Rollason Road. The first floor flat is vacant and the ground floor flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £395 pcm (£4,740 per annum)

Accommodation:
Ground Floor

Entrance Porch, Communal Entrance Hallway

Ground Floor Flat

Having Hallway, Lounge, Bedroom, Kitchen and Bathroom having panelled bath, wash basin and WC

First Floor Flat

Having Hallway, Lounge, Kitchen, 2 Bedrooms, Storeroom and Bathroom having panelled bath and washbasin, Separate WC

Outside:

Front Paved foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 40
Freehold Vacant Possession

*Guide Price: £58,000 - £64,000

35 Banners Street, Halesowen, West Midlands B63 2SL
Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a small walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating and further benefits from having a boarded loft with two Velux windows in place. Banner Street is located off both Banners Lane and Overend Road

Accommodation:
Ground Floor

Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having panelled bath, was basin and WC

First Floor

Two Bedrooms and access to Loft

Outside:

Front Small walled foregarden

Rear Small garden area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 41

Freehold Vacant Five Bedroom Dwelling

*Guide Price: £185,000 - £200,000

86 Bilton Grange Road, Yardley, Birmingham, West Midlands, B26 2LE



Property Description:

A substantially extended two storey detached house of brick construction surmounted by a pitched tile clad roof and occupying a large corner plot at the junction with Charlbury Crescent. The property provides extensive and well laid out family accommodation benefiting from five bedrooms two of which are en-suite, gas fired central heating, ample off road car parking and a large side garage/workshop which may provide scope for additional accommodation subject to obtaining any planning consent/building regulation approval. In addition the rear garden originally contained a garage accessed from Charlbury Crescent and whilst removed, the property provides scope for replacement of this.

The property forms part of a popular and established residential area and Bilton Grange Road leads off Moat Lane and is conveniently located within approximately half a mile distance from Yardley Shopping Centre providing access to a wide range of retail amenities and services and a similar distance from Coventry Road (A45) which provides access to Birmingham City Centre, Birmingham International Airport, The NEC and M42 Motorway (junction 6)

Accommodation

Ground Floor

Porch Entrance, Reception Hall, Full Length Through Lounge/ Dining Room, Sitting Room, L-Shaped Breakfast Kitchen, Rear Entrance Hall, Cloak Room/Utility with wc and wash basin, Garage/Workshop: 5.43mtrs x 3.74mtrs with roller shutter door access

First Floor

Stairs and Landing, Bedroom One (double) with En-suite Shower Room having wc and wash basin, Bedroom Two (double) with En-suite Shower Room having wc and wash basin, Bedroom Three (single), Family Bathroom with modern suite comprising panelled bath having electric shower over, separate shower enclosure, pedestal wash basin and wc, Bedroom Four (double), Bedroom Five (double)

Outside:

Front: Block paved forecourt providing off road car parking

Rear: Pedestrian side access, patio and a predominantly lawned garden with a rear section, originally occupied by a garage which has now been demolished and cleared.

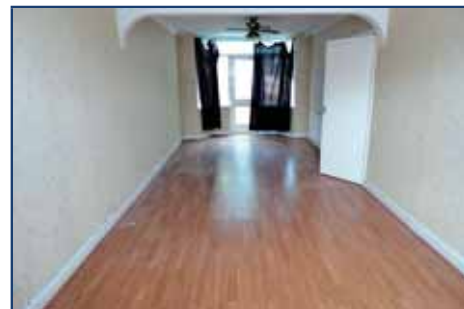
Total Site Area: 0.11 Acres (456.16sq.mtrs) approximately.

Viewings: Via Cottons – 0121 247 2233

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



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



LOT 42

Freehold Vacant Possession

*Guide Price: £118,000 - £125,000

62 Ivyfield Road, Erdington, Birmingham, West Midlands B23 7HH

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a hipped tiled roof set back from the road behind a walled foregarden and block paved driveway giving access to garage. The property benefits from having majority UPVC double glazing and gas fired central heating, however does require modernisation and improvement. Ivyfields Road is located off Marsh Hill

Accommodation:
Ground Floor

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

First Floor

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

Outside:

Front Lawned foregarden and block paved driveway giving access to garage
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 43

Freehold Vacant Possession

*Guide Price: £118,000 - £125,000

81 Hillyfields Road, Erdington, Birmingham, West Midlands B23 7HB

Property Description:

A three bedroomed semi-detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a paved foregarden and driveway giving access to garage providing secure off road parking. The property benefits from having majority double glazing and gas fired central heating however does requires modernisation and improvement. Hillyfields Road is a cul-de-sac located off Marsh Hill.

Accommodation:
Ground Floor

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

First Floor

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

Outside:

Front Paved foregarden and driveway giving access to garage
Rear Garden

Legal Documents:

Available at www.cottons.co.uk


Viewings:

Via Cottons - 0121 247 2233



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LOT 44

117 Station Road, Old Hill, Cradley Heath, West Midlands B64 6PL



Property Description:

The property comprises a site of approximately 0.33 acres (1,338 sq m), currently developed to provide a modern, detached, predominantly two-storey purpose-built workshop, office and trade counter building, situated on the northern side of Station Road, Cradley Heath, immediately opposite Old Hill Railway Station, providing good access to Birmingham City Centre.

The site has a primary frontage to Station Road, serving the front of the building and side car park, as well as a separate rear service access off Waterfall Lane, leading to the loading bay.

The property is located approximately seven miles west of Birmingham City Centre and three miles north of Halesowen Town Centre, in a mixed use commercial and residential area. The National Motorway Network is accessible at Junctions 2 and 3 of the M5 Motorway, both of which are within approximately three miles of the property.

The buildings are predominantly of substantial two-storey brickwork construction, with flat roofs and solid or suspended concrete floors.

There is a surfaced and fenced car park to the side of the building with space for up to 15 cars as well as further parking directly in front of the main building, providing up to three spaces for trade counter customers.

The existing buildings are modern and purpose-built so that they are suitable for continued industrial, office and trade counter use. However, given the good location of the property and mixed use nature of the area, combined with the relatively low site cover, the property has potential for redevelopment for a whole variety of business or residential uses, subject to statutory consents.

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

Ground Floor

Gross Internal Area: 473.4 sq m (5,096 sq ft)

First Floor

Gross Internal Area: 405.9 sq m (4,369 sq ft)

Total Gross Internal Area: 879.3 sq m (9,465 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

Freehold Industrial Property with Vacant Possession and Development Potential
*Guide Price: £275,000-£300,000



LOT 45

Freehold Public House with Vacant Possession

*Guide Price: £200,000 PLUS

The Wheatsheaf, Bromyard Road, Whitbourne, Worcester, Worcestershire, WR6 5SF



Property Description:

An attractive public house prominently situated fronting Bromyard Road on the edge of the small village of Whitbourne and occupying a corner plot which includes a separate car parking area extending to approximately 0.21 acres (849sq.mtrs.). The property comprises of a ground floor public house and restaurant with living accommodation to the first floor and is of two storey stone construction with rendered elevations, surmounted by a pitched tile clad roof and constructed circa 1760. The public area provides well laid out accommodation and includes a wealth exposed timbers and stonework. The village of Whitbourne is located in eastern Herefordshire on the borders of Worcestershire within the Teme Valley and the property is situated within approximately five miles to the east of Bromyard, ten miles east of Leominster and ten miles west of Worcester.

Planning

The property may be suitable for a variety of alternative uses and all interested parties should contact the local planning department at Malvern Hills District Council to discuss their proposals prior to bidding.

Accommodation:

Ground Floor

Porch Entrance, U Shaped Bar and Lounge Area: 85.81sq.mtrs (923sq.ft), Dining Room: 27.71sq.mtrs (287sq.ft), Garden Room: 20.84sq.mtrs (224sq.ft), Lobby with access to the living accommodation and kitchen area, Ladies and Gents Toilets, Kitchen: 25.48sq.mtrs (274sq.ft), Preparation Room/Pantry: 11.31sq.mtrs (121sq.ft), Boiler Room: 13.61sq.mtrs (146sq.ft), Cellar: 18.08sq.mtrs (194sq.ft)

First Floor

Stairs and Landing, Lounge, Kitchen, Three Double

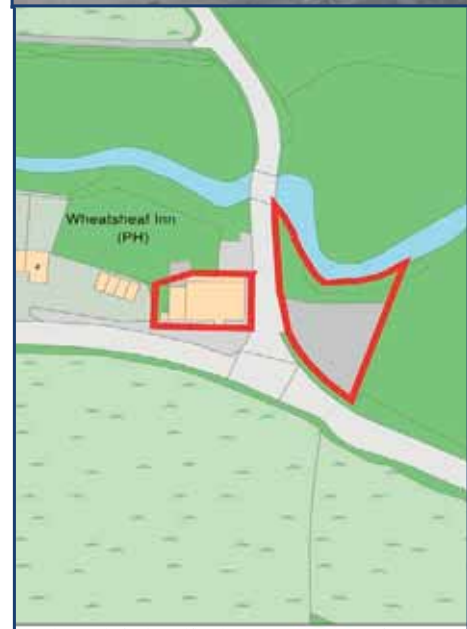
Bedrooms, Bathroom with bath, wash basin and wc

Outside:

Small forecourt with pedestrian side access and a separate car parking area for approximately 20 vehicles which is located on the adjacent side of the road.

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

Viewings: Via Cottons – 0121 247 2233



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

LOT 46

Freehold Vacant Land With Potential

*Guide Price: £90,000 - £100,000

Land to Rear of The Wheatsheaf Public House, Bromyard Road, Whitbourne, Worcs WR6 5SF

Property Description:

A parcel of freehold land irregular in shape and extending to an area of approximately 0.35 acres (0.14 hectares) and situated directly to the rear of the Wheatsheaf Public House. The land previously comprised of amenity land and beer garden and abuts a small river known as Sapey Brook to the Northern boundary. The land is accessed from Bromyard Road (A44) turning in to the road adjacent to the public house and through a gated entrance onto the site. The land is located on the edge of the small Village of Whitbourne which is located in Eastern Herefordshire on the borders of Worcestershire within the Teme Valley and the property is situated within approximately 5 miles to the East of Bromyard, 10 miles to the East of Leominster and 10 miles to the West of Worcester

Planning

The land is situated adjacent to a modern residential development which was constructed in 2007 and may be suitable for alternative uses including redevelopment. All interested parties should make their enquiries and discuss any proposals which they may have for the site prior to bidding by contacting the local planning department at Malvern Hills District Council.

Total Site Area 0.35 acres (0.14 hectares) approximately

Viewings: Via Cottons - 0121 247 2233

Legal Documents Available at www.cottons.co.uk



LOT 47

Freehold Investment

*Guide Price: £75,000 - £80,000

29 Dawson Avenue, Bilston, West Midlands WV14 9BJ

Property Description:

A semi detached house of brick construction surmounted by a hipped interlocking tile clad roof, benefiting from UPVC double glazed windows and external doors, gas fired central heating, three good sized bedrooms and off road car parking. The property is situated in a cul-de-sac located off Pugh Road which leads off Mount Road and which in turn leads off Birmingham New Road (A4123). The property is currently let on an Assured Shorthold Tenancy at a rental of £460 per calendar month (£5,520 per annum).

Accommodation

Ground Floor

Reception Hall, Lounge, Kitchen with a range of modern fitted units, Bathroom with panelled bath having electric shower over, vanity wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

(Front) Block paved forecourt providing off road parking

(Rear) Pedestrian side access to a garden with block built store

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 48

Leasehold Vacant Possession

*Guide Price: £44,000 - £48,000

Flat 10 Grosvenor Court, Grosvenor Road, Birmingham, West Midlands B20 3NJ

Property Description:

A two bedroomed flat situated in a purpose built block of brick construction set back from the road behind communal lawned gardens. The property benefits from having UPVC double glazing and electric heating. Grosvenor Road is located off Wellington Road (A4040)

Accommodation:

Ground Floor

Communal Entrance, with secure door entry system, Hallway giving access to stairs

Second Floor

Having Entrance Hallway, Lounge, Kitchen with Access to Balcony Area, Store, Two Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

Communal Gardens

Leasehold Information

Term 125 years from 25 December 1978

Rent £25 rising to £125

Service Charge Refer to Legal Pack

Legal Documents – Available at

www.cottons.co.uk

Viewings Via Cottons – 0121 247 2233



LOT 49

Freehold Development Land

*Guide Price: £90,000 - £95,000

Development Land, Crosswells Road, Oldbury, West Midlands B68 8HA

Property Description:

A parcel of freehold land currently housing a redundant electricity sub-station extending to an area of approximately 517 sq.mtrs (5566 sq.ft). The land has planning permission for the redevelopment of the electricity sub-station to provide a residential development of 5 apartments (3 x 1 bedroom and 2 x 2 bedroom). The site occupies a corner location with frontages to both Crosswells Road and Vicarage Road close to the local amenities and shops.

April 2014 for the proposed redevelopment of a redundant electricity sub-station building/site to form a residential development comprising 5 apartments 3 x one bedroom and 2 x two bedroom, All interested parties can view the planning documentation at <http://www.sandwell.gov.uk>

Legal Documents Available at

www.cottons.co.uk

Viewings Via Cottons – 0121 247 2233



LOT 50**Two Freehold Vacant Commercial Premises with Redevelopment Potential**

*Guide Price: £160,000-£180,000

55-56 Lower High Street, Wednesbury, West Midlands, WS10 7AL**Property Description:**

A pair of traditional built commercial premises, both directly fronting Lower High Street and forming part of Wednesbury Town Centre. The properties comprise: No. 55 Lower High Street known as Victoria Chambers, being of two-storey traditional brick construction with pitched slate clad roof set behind a parapet wall and No. 56 Lower High Street which was previously used as a Doctors Surgery and deceptively comprises a three-storey traditional brick built property surmounted by a pitched slate clad roof and includes a large workshop/warehouse premises accessed from the front elevation by way of the coach house doors. Both properties are in a state of disrepair and require repair and refurbishment throughout. In addition to the properties, a sizeable parcel of land is located directly to the rear and accessed by way of a vehicular right of way/driveway. The land parcel previously contained a traditional commercial building which was used for many years as a Bottling Plant prior to being demolished.

The property forms part of Wednesbury Town Centre and is located approximately two miles distance to the north of West Bromwich and approximately one and a half miles to the south of the M6 Motorway (Junction 9).

Planning:

The property may be suitable for a variety of alternate uses including residential redevelopment, subject to obtaining relevant planning consent from Sandwell Metropolitan Borough Council. Records contained on Sandwell councils website confirm

that planning consent was granted on 25th January 2008 for proposed conversion and extension of the existing building to form ten apartments comprising nine one bedroom and one two bedroom with demolition of rear buildings to provide amenity space. Whilst the rear buildings appear to have been demolished, we are unable to confirm if the planning consent was activated as otherwise it would have now lapsed, following the expiration of three years from the date of consent and all interested parties should contact Sandwell Planning Department to satisfy themselves of the existing planning status prior to bidding.

Existing Accommodation:**55 Lower High Street**

Ground Floor: Entrance Hall, Two Rooms and Hallway with Stairs off.

First Floor: Stairs and Landing, Toilet Accommodation and Two Rooms.

Gross Internal Area: 99.16 sq m (1,067 sq ft)

56 Lower High Street

Ground Floor: Reception Hall with Stairs off and Cellar access, Four Rooms, full length Workshop/Warehouse.

First Floor: Stairs and Landing, Four Rooms and Toilet Accommodation.

Second Floor: Stairs and Landing, to one Room.

Gross Internal Area:

Ground Floor: 148.04 sq m (1,593 sq ft)

First Floor: 84.96 sq m (914 sq ft)

Second Floor: Not Inspected

Outside:Rear: Parcel of amenity land.

Total Site Area: 0.18 acres (730sq.mtrs.) approximately

Viewings:Via Cottons – 0121 247 2233

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

Important Note: Parts of the building are inaccessible and have not been inspected. All parties viewing this property must do so with utmost caution and entirely at their own risk. Neither the Seller nor the Auctioneers accept any liability for any injury or harm caused. We suggest that all parties viewing bring a torch.



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

LOT 51

Freehold Vacant Possession
*Guide Price: £275,000-£300,000

66-68 High Street, Kings Heath, Birmingham, B14 7JZ



Property Description:

A mainly two-storey/part three-storey building, last used as a Bookmakers office and residential investment property, occupying a prominent location at the corner of High Street and Bank Street in Kings Heath.

The property is believed to have been originally developed as a purpose-built Banking Hall and offices and is located in the thriving village centre of Kings Heath, close to multiple retail occupiers. As such, the property is considered suitable for retail use, subject to alteration and statutory consents.

The property is located approximately 3 miles south of Birmingham City Centre, on the western side of High Street (A435) in a retail area, adjacent residential properties in Bank Street.

The building is of traditional two/three storey brickwork construction with a pitched slate roof. The ground floor is approached via High Street, whereas the first floor former residential accommodation, which is entirely self-contained, has a separate access off Bank Street.

The ground floor provides a clear, open office or potential retail area with a kitchen. The first and second floors were previously used as a residential investment property and comprise a series of rooms, approached via a central landing or corridor, with shared kitchen and bathroom/toilet facilities.

The property is considered suitable for continued office and residential use. However, there is potential for conversion or re-development for a whole range of retail, commercial or residential uses, subject to statutory consents.

The whole property is offered with vacant possession and is likely to be of interest to owner-occupiers, property developers and private investors.

Accommodation:

Ground Floor

Office: 108.7 sq m (1,171 sq ft)

Kitchen: 4.9 sq m (53 sq ft)

Net Internal Area - Ground Floor: 113.7 sq m (1,224 sq ft)

First Floor

Landing, Kitchen, Bathroom/Toilet and 7 Rooms.

Second Floor

Landing, Room and Attic Store.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 52
Freehold Part Vacant/Part Investment Commercial Premises

*Guide Price: £100,000 - £110,000

29A Arthur Road, Yardley, Birmingham, West Midlands, B25 8HA

Property Description:

A freehold secure gated yard facility extending to an area of approximately 566 sq.mtrs consisting of industrial/workshop accommodation and ancillary offices and further offices provided by a two storey portakabins.

The site has been subdivided to provide two separate yards.

A small yard area, offices and wc with its own private access off Arthur road let to a scaffolding company producing a rental of £625 per calendar month (£7,500 per annum).

The main yard area has substantial workshop accommodation wc and two storey portakabins previously used as offices, there is a small section of this yard that is let to a roofing company producing a rental of £275 per calendar month (£3,300 per annum) however the majority of the site is offered with vacant possession (please refer to legal pack for clarification). Arthur Road is located off Redhill Road which in turn is found off Coventry Road (A45)

Accommodation
Small Yard Area and Offices

Let to Scaffolding Company having

Private Access from Arthur Road,
Yard area,
Office, Kitchenette WC, (13.44 sq.mtrs)

Main Yard Area and Offices

Private Access from Arthur Road,
Yard Area

Main Workshop (130 sq.mtrs)

Rear Workshop (29.5 sq.mtrs)

Store (8.25 sq.mtrs)

Store 2 (2.34 sq.mtrs)

wc

Two storey portakabins (used as offices with wc and kitchenette).

Separate Store Area

Let to roofing company having small yard and store

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



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



LOT 53

Freehold Vacant Possession

*Guide Price: £80,000 - £87,000

17 Meadow Lane, Coseley, West Midlands WV14 9NQ

Property Description:

A traditional two storey semi detached house of rendered brick construction surmounted by a hipped tile clad roof and set back from the road behind a tarmacaded forecourt providing off road car parking. The property benefits from UPVC double glazed windows and external doors, gas fired central heating, a single storey ground floor extension providing additional dining room and kitchen space and a garage located to the rear, accessed by way of a shared driveway. Meadow Lane leads via Shaw Road off Birmingham New Road (A4123) providing access to both Wolverhampton City Centre and Dudley town centre being within approximately three miles distance and is conveniently located within less than a mile distance from Coseley centre containing local shops and Railway Station.

Accommodation:

Ground Floor

Vestibule Entrance, Reception Hall, Front Reception Room, Lounge opening to Dining Room, Extended Kitchen

First Floor

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

Outside:

Front: Tarmacaded forecourt providing off road car parking, shared driveway to rear, predominantly lawned garden with a wooden freestanding garage and shed.

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

Viewings: Via Cottons - 0121 2472233



LOT 54

Leasehold Vacant Possession

*Guide Price: £42,000 - £46,000

Flat above, 303A Long Lane, Halesowen, West Midlands B62 9LB

Property Description:

A first floor three bedroomed flat situated above 303, 303A and 304 Long Lane. The flat benefits from having UPVC double glazing, gas fired central heating and secure private access fronting Long Lane. The property is located close to the junctions with both Belgrave Road and Nimmings Road

Accommodation:

Ground Floor

Entrance off Long Lane, Stairs to

First Floor

Having Entrance Hallway, Lounge, Kitchen, 3 Bedrooms and Bathroom having panelled bath, wash basin, Separate WC

Leasehold Information

Term 99 years from 9th October 1990

Ground Rent £50 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 55
Freehold Investment
 *Guide Price: £45,000 - £50,000

35 Westfield Road, Bramley, Rotherham, South Yorkshire S66 2RX
Property Description:

A traditional two storey mid-terraced house of part rendered brick construction surmounted by a pitched slate clad roof set back from the road behind a walled foregarden. Westfield Road leads via Church Lane off Bawtry Road (A631) conveniently within approximately one mile distance to the West of the M18 Motorway (Junction 1) and the property forms part of Bramley Village being a civil parish within the Metropolitan Borough of Rotherham and located to the North East of both Rotherham Town Centre being within 4 miles distance and Sheffield City Centre being within approximately 8 miles distance. The property is currently let on a Regulated Tenancy at a registered rent of £73 per week (£3,796 per annum) and the seller has recently re-registered the rent to £78 per week (£4,056 per annum) effective from 15th October 2015.

Accommodation:
Ground Floor

Living Room, Breakfast Kitchen with Pantry

First Floor

Stairs and Landing, Bedroom One (double), Box room/Bedroom Two (single), Lobby, Bathroom with panelled bath, pedestal wash

basin and wc

Outside:

Front: Foregarden

Rear: Paved yard, garden and brick store with rear pedestrian access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 56
Freehold Retail Investment with Vacant Flat
 *Guide Price: £70,000-£75,000

By Instruction of the Joint LPA Receivers
147 Salop Road, Oldbury, West Midlands B68 9PT
Property Description:

A mid-terraced, two-storey premises of brick construction, surmounted by a pitched tile clad roof and comprising of a ground floor retail unit, with self-contained flat over requiring refurbishment and repair throughout., which is approached by way of rear access.

The shop is currently trading as an Off-Licence, Newsagents and Convenience Store and forms part of a traditional built parade of similar retail units and Hot Food Takeaways and is set back from Salop Road behind a service road providing for vehicular car parking.

The property is situated to the southern section of Salop Road, which runs between Hurst Road and Bristnall Hall Road, and forms part of a predominantly and popular residential area, located approximately one mile to the west of Bearwood and approximately half a mile from Wolverhampton Road (A4123), which provides direct access to the M5 Motorway (Junction 2).

Tenancy Information

Ground Floor Retail Shop: Trading as Warley News and let on a lease for a term of 15 years, from 8th May 2006, at a rent of £5,980 per annum, subject to five yearly upwards only rent reviews.

First Floor flat: Vacant

Accommodation
Ground Floor

Retail Shop with roller shutter front, Store Room, additional storage and Staff Toilets.

Net Internal Area: 62.1 sq m (669 sq ft)

First Floor

Separate rear access to Hallway, Stairs and Landing with Store, Living Room, Two Bedrooms, Kitchen and Shower Room with wash basin and wc.

Outside:

Front: Forecourt

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 57

Freehold Vacant Possession

*Guide Price: £70,000 - £78,000

72 Danesbury Crescent, Kingstanding, Birmingham, West Midlands B44 0QS

Property Description:

A two storey semi detached house having rendered elevations and surmounted by a hipped slate clad roof, benefiting from three bedrooms, UPVC double glazed windows and gas fired central heating, off road car parking and rear garage but requiring modernisation and improvement. The property forms part of an established residential estate and Danesbury Crescent leads off Warren Farm Road which in turn leads off College Road (A453). The property is conveniently within approximately three quarters of a mile distance from Kingstanding Shopping Centre, two miles distance from Sutton Park and approximately three miles distance to the south west of Sutton Coldfield Town Centre.

Accommodation:

Ground Floor

Recessed Porch, Entrance Hall, Through Lounge/Dining Room, Kitchen, Bathroom with wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Forecourt, parking area, side pathway leading to rear

Rear: Garden containing a detached block built garage with a shared rear vehicular access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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ADVICE AT THE AUCTION BETWEEN 11.30am and 1.30pm

LOT 58

Freehold Vacant Possession

*Guide Price: £78,000 - £84,000

12 Reservoir Road, Selly Oak, Birmingham, West Midlands B29 6TF

Accommodation:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a small foregarden. The property includes part UPVC double glazing and gas fired central heating (we understand that the boiler is no longer working). The property is located on Reservoir Road close to the junction with Harborne Park Road (A4040) and is within a quarter of a miles distance from both Birmingham University and Queen Elizabeth Hospital

Ground Floor

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

First Floor

Landing, Bedroom 1, Bedroom 2 (intercommunicating with) Bedroom 3

Outside:

Front Small foregarden

Rear Overgrown garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 59

Freehold Vacant Possession

*Guide Price: £48,000 - £54,000

91 Henshaw Road, Small Heath, Birmingham, West Midlands B10 0SX

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 requires modernisation and improvement throughout. Henshaw Road is located off both Coventry Road and Glovers Road

Accommodation:
Ground Floor

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

First Floor

Bedroom 1, Bedroom 2 (inter communicating with) Bedroom 3

Outside:

Front Walled foregarden

Rear Paved garden area

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 £495 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £195 + VAT. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits may be paid by the following methods

Debit/Credit Card

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

Personal/Company Cheque/Bank or Building Society Draft

(cheques payments 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 56

Preliminary Announcement

For Sale by Public Auction 22nd October 2015



74 – 104A Valley Road, Cradley Heath, West Midlands, B64 7LR

A Freehold Neighbourhood Shopping Parade Investment comprising of 8 retail shops and 9 self-contained flats producing a total rental income of £92,504 per annum.

Property Description:

A substantial neighbourhood parade comprising 8 ground floor retail shops with 9 self-contained flats over forming part of a predominantly three storey block fronting Valley Road with service road car parking area along with residents car park and loading area to the rear.

Tenancy Information:

Retail Units:

Arranged as five single and one triple retail unit fully let on full repairing and insuring Leases for varying terms producing a total rental income of £49,424 per annum.

Residential Flats:

Eight flats are let on Assured Shorthold Tenancies producing a total rental income of £43,080 per annum and one flat is included in the Lease for Unit 88.

Total Rental Income: £92,504.

Guide Price: £750,000 - £800,000

Definition of Guide Price:

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

All interested parties should contact the Joint Auctioneers Cottons Ref: Andrew Barden on 0121 247 2233 or abarden@cottons.co.uk to register their interest.

Auction Venue:

Radisson Blu Portman Hotel, 22 Portman Square, London WYH 7BG



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

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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 on or objection to any of the **documents** that is made available before the **auction**.

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

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

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

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

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

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **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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