

**12th SEPTEMBER 2013**

# **Cottons**

CHARTERED SURVEYORS

## **AUCTION**

THURSDAY 12th SEPTEMBER 2013  
11:00 AM

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## **LOCATION**

ASTON VILLA FOOTBALL CLUB  
VILLA PARK  
BIRMINGHAM  
B6 6HE

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

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

## Important notice to be read by all bidders

### Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

### Auctioneers Advice

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

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. Prospective purchasers are advised to undertake their own investigations.
6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

## IMPORTANT NOTICE

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

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

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

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

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

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

### Credit card or Business card Payments

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

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

## ID

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

- **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)**

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

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

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

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

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

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

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

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

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

## Third Party Bidding

If bidding on behalf of a third party, the bidder must provide the name and address of that third party on whose behalf they are bidding, together with required identification documents for both the successful bidder and for the third party, together with the third party's written authority under which the bid has been made.

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

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

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

## Misrepresentation Act

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

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

## Footnote

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

# A Collective Auction Sale of 64 LOTS

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

## Order of Sale

### Lot Property

- 1 138 COLLIS STREET, STOURBRIDGE, DY8 4EE
- 2 42 GRAVELLY LANE, ERDINGTON, BIRMINGHAM, B23 6UH
- 3 FLAT 1, WILLOW COURT, COPPICE ROAD, MOSELEY, BIRMINGHAM, B13 9DP
- 4 FLAT 18 TRAFALGAR COURT, TIVIDALE, OLDBURY, B69 2JD
- 5 43 GIBBONS ROAD, TRENCH, TELFORD, SHROPSHIRE, TF2 7JP
- 6 3 HIGH STREET, MARKET DRAYTON, SHROPSHIRE, TF9 1PY
- 7 1182 COVENTRY ROAD, YARDLEY, BIRMINGHAM, B25 8DA
- 8 145 WINDSOR AVENUE, WOLVERHAMPTON, WV4 4BJ
- 9 10 BAYNTON ROAD, WILLENHALL, WEST MIDLANDS, WV12 5AZ
- 10 45 OCCUPATION STREET, DUDLEY, WEST MIDLANDS, DY1 2RF
- 11 2A CHEQUER STREET, WOLVERHAMPTON, WV3 7DL
- 12 18 WELLESLEY GARDENS, MOSELEY, BIRMINGHAM, B13 9YZ
- 13 LAND OFF KENNIFORD CLOSE, ROWLEY REGIS, B65
- 14 4 KENILWORTH COURT, DUDLEY, WEST MIDLANDS, DY1 2DT
- 15 159 SOMERSET ROAD, HANDSWORTH WOOD, BIRMINGHAM, B20 2JF
- 16 82 DUDLEY ROAD, OLDBURY, WEST MIDLANDS, B69 3DW
- 17 7 WOLVERHAMPTON ROAD, BLOXWICH, WALSALL, WS3 2EY
- 18 75 COLESHILL STREET, SUTTON COLDFIELD, B72 1SH
- 19 LAND ADJOINING 26A ELVTAM ROAD, BIRMINGHAM, B15 2LZ
- 20 426 CHESTER ROAD, SUTTON COLDFIELD, B73 5BS
- 21 32 THE PARK, HEWELL GRANGE, REDDITCH, WORCESTERSHIRE, B97 6QF
- 22 497 HAGLEY ROAD, SMETHWICK, WEST MIDLANDS, B66 4AX
- 23 65 PERRY VILLA DRIVE, BIRMINGHAM, B42 2LG
- 24 10 BLUEBELLWOOD CLOSE, WALMLEY, SUTTON COLDFIELD, B76 2UB
- 25 12 THE COPPICE, HANDSWORTH WOOD, BIRMINGHAM, B20 2AD
- 26 FGR 217 - 219 CHERRYWOOD ROAD, BORDLESLEY GREEN, BIRMINGHAM, B9 4XD
- 27 129 HADEN ARCH COURT, HADEN HILL ROAD, HALESOWEN, B63 3NF
- 28 UNIT 14B HIVE INDUSTRIAL ESTATE, FACTORY ROAD, BIRMINGHAM, B18 5JJ
- 29 THE ROYALTY GALA CLUB, HIGH STREET, HARBORNE, B'HAM, B17 9PU
- 30 THE HOWARD CENTRE, PAPER MILL END IND. EST. BIRMINGHAM, B44 8NH
- 31 HOLLIES COTTAGE, WOLVERHAMPTON ROAD, SHARESILL, WV10 7LU
- 32 2 & 2A SMITHY LANE, HIXON, STAFFORD, ST18 0PP
- 33 408 MOSELEY ROAD, BIRMINGHAM, B12 9AT
- 34 224 WEDNESBURY ROAD AND 2 PRINCE STREET, WALSALL, WS2 9QN
- 35 5 OXFORD ROAD, MOSELEY, BIRMINGHAM, B13 9EJ
- 36 UNIT 2, 2A MEETING LANE, BRIERLEY HILL, WEST MIDLANDS, DY5 3LB
- 37 30 CAROLINE STREET, DUDLEY, WEST MIDLANDS, DY2 7DY
- 38 ALI FABRICATIONS LIMITED, LODGEFIELD ROAD, HALESOWEN, B62 8AR
- 39 48 ST. MARKS CRESCENT, BIRMINGHAM, WEST MIDLANDS, B1 2PY
- 40 FLAT 10, 1 ENDWOOD COURT, HANDSWORTH WOOD ROAD, B'HAM, B20 2RZ
- 41 227 DOUGLAS ROAD, ACOCKS GREEN, BIRMINGHAM, B27 6EX
- 42 PROMINENT ROADSIDE SITE, 50 OLDBURY ROAD, SMETHWICK, WEST MIDS, B66 1JE
- 43 4/4A HIGH STREET, DROITWICH, WORCESTERSHIRE, WR9 8EW
- 44 LAND ADJ FORMER QUARRY SITE, PORTWAY HILL, TIVIDALE, OLDBURY, B69
- 45 PADDOCK 7, 8 & 9 LEDBURY RD, LONG GREEN, NR TENKESBURY WORCESTER
- 46 22 HAYFORD CLOSE, ABBEYDALE, REDDITCH, WORCESTERSHIRE, B98 8JG
- 47 283 - 285 HIGH STREET, WEST BROMWICH, WEST MIDLANDS, B70 8ND
- 48 58 MERRIDALE STREET WEST, WOLVERHAMPTON, WV3 0RJ
- 49 565 COVENTRY ROAD, SMALL HEATH, BIRMINGHAM, B10 0LP
- 50 12 SPRING ROAD, EDGBASTON, BIRMINGHAM, B15 2HG
- 51 LAND LOCATED OFF STRAWBERRY LANE, WILLENHALL, WV13
- 52 257 HOSPITAL STREET, BIRMINGHAM, B19 2YF
- 53 LAND ADJOINING 620A BRISTOL ROAD SOUTH, NORTHFIELD, BIRMINGHAM, B31 2JR

- Freehold Vacant Residential
- Freehold Residential Investment
- Leasehold Vacant Residential
- Leasehold Residential Investment
- Freehold Commercial Investment
- Freehold Vacant Commercial
- Freehold Vacant Commercial
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Residential Investment
- Freehold Vacant Residential
- Freehold Land
- Leasehold Vacant Residential
- Freehold Vacant Commercial
- Freehold Vacant Residential
- Freehold Vacant Commercial
- Freehold Commercial Investment
- Freehold Residential Building Plot
- Freehold Residential Investment
- Freehold Vacant Residential
- Freehold Vacant Commercial
- Leasehold Vacant Residential
- Freehold Residential Investment
- Freehold Residential Investment
- Freehold Ground Rent
- Leasehold Vacant Residential
- Leasehold Vacant Commercial
- Freehold Vacant Commercial
- Freehold Commercial Investment
- Freehold Vacant Residential
- Freehold Commercial Investment
- Freehold Commercial Investment
- Freehold Mixed Use Investment
- Freehold Vacant Residential
- Freehold Vacant Commercial
- Freehold Vacant Residential
- Freehold Vacant Commercial
- Freehold Vacant Residential
- Leasehold Vacant Residential
- Freehold Commercial Premises
- Potential Redevelopment Land
- Freehold Commercial Premises
- Freehold Land
- Freehold Land
- Leasehold Residential Investment
- Freehold Vacant Commercial
- Freehold Vacant Residential
- Freehold Vacant Retail Shop
- Freehold Vacant Residential
- Freehold Vacant Grazing Land
- Freehold Vacant Commercial
- Freehold Redevelopment Land

### Lot Property

- 54 1401 PERSHORE ROAD, STIRCHLEY, BIRMINGHAM, B30 2JR
- 55 1270-1272 PERSHORE ROAD, STIRCHLEY, BIRMINGHAM, B30 2XU
- 56 10-11 BRIDGE STREET, HEREFORD, HR4 9DF
- 57 92 - 92A HIGH STREET, DUDLEY, WEST MIDLANDS, DY1 1QP
- 58 93, 94, 94A HIGH STREET, DUDLEY, WEST MIDLANDS, DY1 1QP
- 59 69-71A MERE GREEN ROAD, SUTTON COLDFIELD, WEST MIDLANDS, B75 5BY
- 60 100 REMINGTON ROAD, WALSALL, WS2 7EE
- 61 LAND TO REAR 334 SHAFTMOOR LANE, HALL GREEN, BIRMINGHAM, B28 8SX
- 62 28 FARNON ROAD, ALUM ROCK, BIRMINGHAM, B8 3HS
- 63 16 ASHCROFT GROVE, PERRY BARR, BIRMINGHAM, B20 3JW
- 64 90 DORRINGTON ROAD, BIRMINGHAM, B42 1QT

- Freehold Shop & Flat - Pt Vacant
- Freehold Shop & Flats - Pt Vacant
- Freehold Commercial Premises
- Freehold Commercial Investment
- Freehold Commercial Investment
- Freehold Vacant Commercial
- Freehold Vacant Residential
- Freehold Land with Potential
- Freehold Residential Investment
- Freehold Vacant Residential
- Leasehold Vacant Residential

### Auctioneers

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Ossie O'Malley, Kevin Hogan and Nick Burton.

## 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: £26,000 - £29,000

#### 138 Collis Street, Stourbridge, West Midlands DY8 4EE

##### Property Description:

A two bedroomed end-terraced property of brick construction surmounted by a tiled roof set back from the road behind a small walled foregarden. The property requires modernisation and improvement throughout including the provision of a bathroom. Collis Street is located off Brettell Lane (A461).

##### Outside:

(Front) Small walled foregarden

(Rear) Three brick built outbuildings and wc.

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233

##### Accommodation:

##### Ground Floor:

Front Reception, Rear Reception, stairs to

##### First Floor:

Two Bedrooms



## LOT 2

### Freehold Residential Investment

Guide Price: £65,000 - £69,000

#### 42 Gravelly Lane, Erdington, Birmingham B23 6UH

##### Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Gravelly Lane (B4531) between the junctions of both Station Road and Summer Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £450 pcm (£5,400 per annum)

##### Accommodation:

##### Ground Floor:

Lounge, Dining Kitchen

##### First Floor:

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

##### Outside:

(Rear) Yard

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233



## LOT 3

### Leasehold Vacant Possession

Guide Price: £35,000 - £39,000

#### Flat 1, Willow Court, Coppice Road, Moseley, Birmingham B13 9DP

##### Property Description:

A ground floor flat located in a purpose built block set back from the road behind communal lawned gardens and driveway giving access to parking area. The flat benefits from having UPVC double glazing and electric heating. Coppice Road is located off Church Road which in turn can be found off Woodbridge Road.

##### Outside:

Communal gardens and parking area

##### Leasehold Information:

Term: 99 years from 24th June 1982  
Ground Rent : £20.00 per annum

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233

##### Accommodation:

##### Ground Floor:

Inner Entrance and Hallway, Lounge, Bedroom Area, Kitchen and Bathroom having panelled bath washbasin and WC





## LOT 4

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

### Flat 18 Trafalgar Court, Tividale, Oldbury, West Midlands B69 2JD

**Property Description:**

A purpose built ground floor one bedroom flat situated on a development located off Birmingham Road (A4123) and accessed by way of a service road. The property benefits from UPVC double glazed windows and electric heating and a lock up garage. The property is currently let on an Assured Shorthold Tenancy at a rental of £325 per calendar month (£3,900 per annum)

**Outside:**

Lock up garage and communal gardens

**Leasehold Information:**

Term: 99 Years from 25<sup>th</sup> March 1974  
 Ground Rent : £20 rising to £100

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



**Accommodation:**

**Ground Floor:**

Entrance Hallway, Living Room/Kitchen, Bedroom, Bathroom with panel bath with shower over, wash basin and WC

## LOT 5

**Freehold Commercial Investment**  
 By Instruction of the Joint LPA Receivers  
 Guide Price: £75,000 - PLUS

### 43 Gibbons Road, Trench, Telford TF2 7JP



**Property Description:**

A semi-detached property of two storey brick construction surmounted by a hipped concrete tile clad roof comprising of a ground floor retail shop with first floor living accommodation currently let as a butchers shop trading as G N Bradley & Sons who been in occupation since 1976.

The property benefits from double glazing and central heating and is set back from the road by a deep tarmacadammed forecourt providing off road customer parking. Gibbons Road forms part of a large residential estate and is immediately adjacent

to Wrockwardine Wood & Trench Labour Club and Telford centre is within 4 miles distance.

**Lease Information:**

The property is currently let on a lease for a term of 9 years from 1st July 2008 expiring on 30th June 2017 on full repairing and insuring terms and at a rental of £7,500 per annum subject to 3 yearly reviews.

**Accommodation:**

**Ground Floor:**

Retail Shop: 30.4 sq.mtrs (327 sq.ft.) with ceramic tiled floor, wall tiling and modern shop front.  
 Side Preparation Room / Office: 9.2 sq.mtrs (99 sq.ft.)  
 Rear Preparation Room: 32.19 sq.mtrs (346 sq.ft.)  
 Rear Open Sided Lean-to: 47.85 sq.mtrs (515 sq.ft.)

**First Floor:**

A self-contained flat with double glazing and central heating, comprising Living Room, Kitchen, Three Bedrooms and Bathroom.

**Outside:**

Front tarmacadam forecourt, side vehicular access, and rear garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**Energy Performance**

**Certificate:** The EPC for this property was commissioned on 19th August 2013. This will be added to the Legal Pack and available on our website.

## LOT 6

### Freehold Shop Property with Vacant Possession

Guide Price: £50,000 - PLUS

#### 3 High Street, Market Drayton, Shropshire, TF9 1PY

##### Property Description:

Market Drayton is a small market town in North Shropshire. The Counties of Staffordshire and Cheshire, as well as the Welsh border are close by.

The property comprises a substantial three storey middle of terrace building, located in the Heart of the Town Centre.

The main building is of three storey brickwork construction with a pitched tiled roof. There is a single storey extension at the rear of the main building, used for storage purposes.

The building has undergone some works of refurbishment, and benefits from A5 planning consent, enabling the premises to be used as a Hot Food Takeaway. Adjacent or nearby occupiers include Peacocks, Cancer Research Campaign, Q S Group, Britannia Building Society and a convenience store.

##### Accommodation:

##### Ground Floor:

Retail Area 43.4 sq.m (467 sq.ft)  
Store (rear) 26.9 sq.m (290 sq.ft)  
Rear Lobby and Toilet

##### First Floor:

Room One (front) 22.6 sq.m (243 sq.ft)  
Room Two (rear) 13.7 sq.m (148 sq.ft)

##### Second Floor:

Room One (front) 23.7 sq.m (255 sq.ft)  
Rooms Two & Three (currently partitioned but could be combined) 14.7 sq.m (158 sq.ft)

Total Net Internal Area

145 sq.m (1,561 sq.ft)

##### Planning:

We understand the local planning authority, Shropshire Council, granted planning permission on 11th August 2009 (reference 09/01548/FUL) for the change of use of the ground floor to A5, a Hot Food Takeaway.

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233



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**LOT 7**
**Freehold Vacant  
Ground Floor Retail Shop**  
 Guide Price: £40,000 to £46,000

**1182 Coventry Road, Yardley,  
Birmingham B25 8DA**
**Property Description:**

A freehold ground floor retail shop comprising part of a traditional end terraced premises with a lock up garage/workshop located to the rear. The property further includes a flat located to the first floor which is subject to a long leasehold interest for a term of 99 years from 8th February 1995 paying a ground rent of £50 per annum. The property prominently fronts Coventry Road which provides one of the main thoroughfares between Birmingham City Centre and Birmingham International Airport and forms part of a retail parade containing a range of shops and amenities.

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

Retail Shop with roller shutter protection, Rear Office and Store

Room: 27.93sq.mtrs (300sq.ft),  
Cloak Room with wc and wash basin.

**Outside:**

Paved forecourt, side driveway access leading to a rear brick built garage/store: 17.77sq.mtrs (191sq.ft)

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 8**
**Freehold Vacant Possession**  
 Guide Price: £104,000 - £112,000

**145 Windsor Avenue, Penn,  
Wolverhampton WV4 4BJ**
**Property Description:**

A semi-detached property set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property benefits from having part UPVC double glazing however does require modernisation and improvement. Windsor Avenue is located off Coalway Road.

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

Entrance Hallway, Lounge, Dining Room, Kitchen

**First Floor:**

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

**Outside:**

(Front) Lawned foregarden and driveway

(Rear) Garden with brick built store

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**DEPOSITS AND ADMINISTRATION FEE**

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £395 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £150 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

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

**Debit/Credit Card**

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

**Personal/Company Cheque**

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

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

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

**Cottons**  
 CHARTERED SURVEYORS



**LOT 9**

**Freehold Vacant Possession**  
Guide Price: £82,000 - £88,000

**10 Baynton Road, Willenhall,  
West Midlands WV12 5AZ**

**Property Description:**

An extended semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property benefits from having UPVC double glazing, gas fired central heating and is offered for sale in a presentable condition. Baynton Road is located off both the Lichfield Road (A4124) and the Cannock Road (A492)

**Accommodation:**

**Ground Floor:**

Porch, Entrance Hallway, Lounge/ Dining Room, Kitchen, Sitting Room/ Occasional Fourth Bedroom, Wet Room having shower, wash basin and wc

**First Floor:**

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

**Outside:**

(Front) Block paved foregarden

(Rear) Garden



**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 10**

**Freehold Vacant Possession**  
Guide Price: £50,000 to £55,000

**45 Occupation Street, Dudley,  
West Midlands DY1 2RF**

**Property Description:**

A mid terraced house of part rendered brick construction surmounted by a pitched interlocking tile clad roof having a single storey extension to the rear and requiring complete renovation and refurbishment throughout. The property is set back from the road behind a forecourt providing off road parking and further benefits from vehicular access to the rear garden. Occupation Street forms part of a predominantly residential area and leads directly off Himley Road (B4176) within approximately half a mile distance from Dudley Town Centre.

**Accommodation:**

**Ground Floor:**

Front Reception Room, Inner Hall, Rear Reception Room, Kitchen (no fitments), Rear Room/Potential Bathroom

**First Floor:**

Stairs and Landing, Two Double Bedrooms

**Outside:**

(Front) Paved forecourt providing off road parking



(Rear) Garden with rear vehicular access

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 11**

**2A Chequer Street, Penn Fields, Wolverhampton WV3 7DL**

**Property Description:**

A mid terraced house of traditional brick construction with rendered front elevation and surmounted by a pitched slate clad roof. The property benefits from electric storage heating, double glazed windows and three bedrooms. Chequer Street forms part of a popular and established residential area and is located off Stubbs Road (B4161) which in turn leads off Penn Road (A449) and the property is conveniently within approximately one mile from Wolverhampton City Centre. The property is let on a Periodic Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum).

**Note:** The tenant is in receipt of housing benefit payments of £450 per calendar month and the Receivers have not demanded the shortfall of £100 per calendar month from the tenant.

**Accommodation:**

**Ground Floor:**

Entrance Hall, Cloak Room with wc and wash basin, L-shaped Lounge, Open Plan Dining Kitchen with an extensive range of units

**First Floor:**

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (small double), Bathroom with bath having shower over, pedestal wash basin and wc.

**Outside:**

(Rear) Predominantly lawned garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**By Instruction of the Joint LPA Receivers**  
**Freehold Residential Investment**  
Guide Price: £70,000 to £77,000



Find us on the web @  
[www.cottons.co.uk](http://www.cottons.co.uk)

E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)

**LOT 12****Freehold Vacant Possession**

Guide Price: £98,000 - £106,000

**18 Wellesley Gardens, Moseley, Birmingham B13 9YZ****Property Description:**

A three bedroomed mid town house 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. Wellesley Gardens is located off Springfield Road which in turn can be found off Wake Green Road.

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

Entrance Porch, Entrance Hallway, WC, Kitchen/Diner, Lounge

**First Floor:**

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

**Outside:**

(Front) Lawned foregarden  
(Rear) Garden

**Legal Documents:**

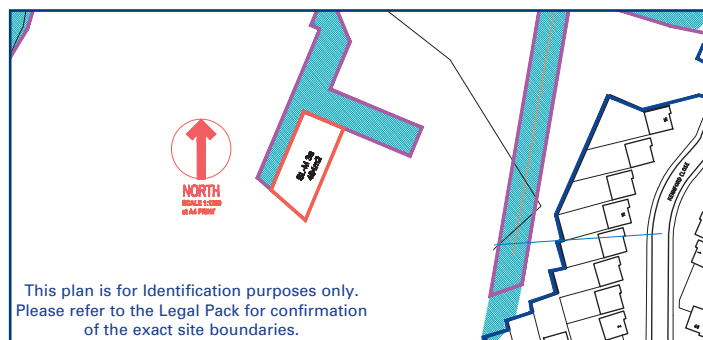
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 13****Freehold Land**

Guide Price: £2,000 PLUS

**Land off Kennford Close, Rowley Regis, West Midlands, B65 (Ref: SLM-3a)****Description:**

The parcel of land comprises a sloping irregular shaped unfenced site of about 0.12 acres (494 sq.mtrs.). The site is part of a large area of public open space which is bounded by housing to the South.

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

**Planning:**

The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should

be made to Sandwell Metropolitan Borough Council.

**Location:**

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

**Legal Documents:**

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

**Viewings:**

The site is open for viewings.

**LOT 14****Leasehold Vacant Possession**

Guide Price: £48,000 - £52,000

**4 Kenilworth Court, Dudley, West Midlands DY1 2DT****Property Description:**

A first floor two bedroom maisonette of brick construction, surmounted by a tile clad roof. The property benefits from well laid out accommodation, UPVC double glazed windows and gas-fired central heating and garden area. The property is offered for sale in presentable condition. Kenilworth Court is located off Scotts Road which is off The Roundabout, where the Stourbridge Road (A461) and Kingswinford Road (A4104) meet.

**Accommodation:**

Stairs to:

**First Floor:**

Reception Room, Kitchen, Two Bedrooms, Bathroom having panelled bath, pedestal wash basin & W.C.

**Outside:**

Garden area

**Leasehold Information:**

Term: 125 years from 13 April 1987  
Ground Rent: £10.00 per annum  
Service Charge: Refer to Legal Pack

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**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 15

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

**159 Somerset Road, Handsworth Wood, Birmingham B20 2JF**



### Property Description:

An end terraced retail shop with flat/living accommodation over predominantly of traditional two storey brick construction surmounted by a pitched tile clad roof with single storey extension to the rear. The property benefits from gas fired central heating and UPVC double glazed windows with modern shop front having roller shutter protection and has undergone partial refurbishment which requires completion. The property is situated in a predominantly residential area adjacent to Somerset Road Tyre and Valeting Centre and approximately 50 metres

distance from College Road which contains a wide range of retail shops and amenities.

### Accommodation:

#### Ground Floor:

Entrance Hall, Retail Show Room: (L-Shaped) 30.82sq.mtrs (331sq.ft) with modern aluminium shop front having roller shutter protection  
Basement: 13.31sq.mtrs (143sq.ft)  
Rear Area: 31.66sq.mtrs (340sqft) including Office/Staff Room with Kitchenette, Managers' Office, Shower Room with glazed shower enclosure, pedestal wash basin and wc

### First Floor:

Stairs to Flat/Living Accommodation: Double Bedroom, Shower Room with glazed shower cubicle, pedestal wash basin and wc, Lounge, Kitchen (no fittings)

### Outside:

(Front) Paved forecourt  
(Rear) Garden

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



### Energy Performance

**Certificate:** The EPC for this property was commissioned on 19th August 2013. This will be added to the Legal Pack and available on our website.

## LOT 16

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

**82 Dudley Road, Oldbury, West Midlands B69 3DW**

### Property Description:

A linked detached 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 three separate self-contained flats. The property benefits from having UPVC double glazing throughout however does require further modernisation and improvement. The property is located on Dudley Road (A457) between the junctions of Bromford Road (A4182) and Dudley Road West (A4033)

### Accommodation:

#### Ground Floor:

Side Entrance, Entrance Hallway, Stairs to

#### First Floor:

Flat 1 - having Lounge, Kitchen and Bathroom with corner bath and WC

#### Second Floor:

Bedroom

### Rear Entrance:

#### Ground Floor:

Flat 2 - having Entrance Hallway, Kitchen/Lounge, Bedroom and Bathroom having panelled bath (not further fittings)

### Rear Entrance:

#### Ground Floor:

Flat 3 - having Kitchen, Bedroom/Lounge and Bathroom having panelled bath, wash basin and WC

### Outside:

(Front) Walled foregarden  
(Rear) Garden and brick built store

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





**LOT 17**
**Freehold Vacant Takeaway/Restaurant Premises**  
 Guide Price: £90,000 to £97,000

**7 Wolverhampton Road, Bloxwich, Walsall WS3 2EY**
**Property Description:**

A two storey end terraced property of rendered brick construction surmounted by a pitched tile clad roof comprising of a ground floor takeaway/restaurant premises along with a flat/storage accommodation to the first floor over. The property is situated at the junction of Wolverhampton Road and Wightwick Close within a short distance from Bloxwich High Street (A34). The property offers well laid out accommodation benefiting from gas fired central heating and part double glazed windows.

**Planning:**

With reference to the planning section on Walsall Council Website, we understand the property was granted

planning consent on 30 March 2012 (Ref: 12/0022/FL) for change of use of A3 to include A5 and replace existing roller shutter with perforated design. The consent specifies that the premises shall not be open for business outside the hours of 23.00 hours to 11.00 hours Mondays to Saturdays and 21.00 hours to 11.00 hours Sundays.

All interested parties should contact the local planning department of Walsall Council for clarification of the planning status prior to bidding.

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

Takeaway/Restaurant Premises: 49.97sq.mtrs (537sq.ft) with modern aluminium shop front having roller

shutter protection, mains fire detection system with emergency lighting, Lobby, Wash Room with wc and wash basin

**First Floor:**

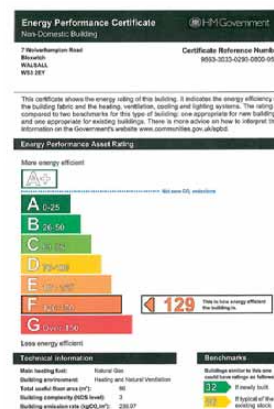
Private Side Entrance to Flat/Storage Accommodation  
 Room One: 16.89sq.mtrs (181sq.ft), landing, Shower Room with glazed shower enclosure, pedestal wash basin and wc,  
 Room Two: 8.63sq.mtrs (92sq.ft),  
 Room Three: 11.24sq.mtrs (121sq.ft),  
 Room Four: 9.63sq.mtrs (103sq.ft)

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



## --- Legal Documents Online ---



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

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

## LOT 18

75 Coleshill Street, Sutton Coldfield, West Midlands, B72 1SH



### Property Description:

Sutton Coldfield is an affluent suburb of Birmingham, located approximately 9 miles north east of the city centre. The town is recorded as having a population of 105,000 in 2001.

The subject property is located on the fringe of the town centre, close to the junction of Coleshill Street and Victoria Road, in a mixed use commercial and residential area.

The property comprises a two storey, semi-detached building, originally constructed as a house, and later converted and adapted for office use.

There are gardens to the front and rear of the building with the front garden and side access way currently being used as parking space to serve the office building. There is also a garage at the side of the building.

The entire premises are currently let, although it would be possible for a purchaser to obtain vacant possession at the end of the lease.

### Accommodation (all dimensions and areas are approximate)

#### Ground Floor:

Reception Hall, Inner Lobby and Under-stairs Storage Area

Office/Reception	175 sq.ft (16.3 sq.m)
Office	159 sq.ft (14.8 sq.m)
Two Stores	46 sq.ft ( 4.3 sq.m)
Board Room	212 sq.ft (19.7 sq.m)
Covered Yard	147 sq.ft (13.7 sq.m)
Office	85 sq.ft ( 7.9 sq.m)
Garage/File Store	204 sq.ft (19.0 sq.m)

Total Net Internal Area, Ground floor	1,028 sq.ft (95.5 sq.m)
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#### First Floor:

Landing	
Office (front)	170 sq.ft (15.8 sq.m)
Office (front)	47 sq.ft ( 4.4 sq.m)
Office (middle)	160 sq.ft (14.9 sq.m)
File Store	28 sq.ft ( 2.6 sq.m)
Office (rear)	93 sq.ft ( 8.6 sq.m)
Total Net Internal Area, First Floor	498 sq.ft (46.3 sq.m)

Total Net Internal Area of Whole Building	1,526 sq.ft (141.8 sq.m)
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**Freehold Office Investment Property  
with Potential for Possession and Alternative Use**  
Guide Price: £180,000 - £199,000



**Outside:**

Up to 9 Car Parking Spaces on the forecourt  
Rear Garden

**Lease Details**

The entire premises are subject to a lease dated 9th March 2012 to Age Concern Birmingham Ltd, for a term of years from 18th October 2011 to 29th September 2013. The passing rent is £14,000, per annum, exclusive. The lease is drafted on tenant full repairing and insuring terms.

The lease is contracted outside the tenant's security of tenure provisions contained within the Landlord and Tenant Act 1954, Part II. This means that the tenant has no security of tenure, and that the landlord has the ability to obtain vacant possession.

**Planning:**

Although originally developed for residential purposes, the property currently has planning permission for B1 (a) office use. It is considered the property is suitable for resumption of residential use (use class C3), use as a medical centre or day nursery (use class D1), or other uses, subject to statutory consents.

**Completion:**

No discussions have taken place with the tenants regarding arrangements at the end of the lease.

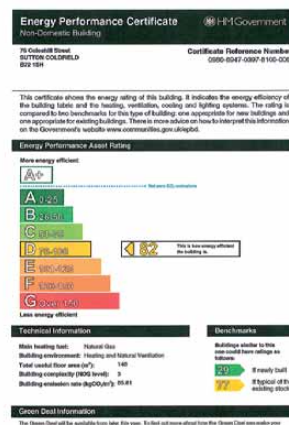
Purchasers wishing to obtain vacant possession upon completion would be advised to complete their purchase of the freehold interest on or before 26th September.

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233





## LOT 19

**Freehold Residential Building Plot**  
**By Instruction of the Trustees in Bankruptcy**  
 Guide Price: £165,000 to £180,000

### Land Adjacent 26A Elvetham Road, Edgbaston, Birmingham B15 2LZ



#### Property Description:

A unique and rare opportunity to purchase a freehold building plot on the prestigious Calthorpe Estate located in the "B15" area of Edgbaston. The land comprises of former garden land extending to an area of approximately 0.25 acres (0.1 hectares) having frontages to both Elvetham Road and Pakenham Road and benefiting from planning consent for the erection of a three storey four bedroom detached dwelling house. Elvetham Road forms part of a sought after residential area and is located off St James Road which in turn leads off Calthorpe Road. The plot is conveniently located within approximately one and a half miles distance from Birmingham City Centre, Edgbaston Golf Course, The University of Birmingham, Queen Elizabeth Hospital, Priory Hospital and a variety of local schools.

#### Planning:

The property benefits from planning consent granted by Birmingham City Council (Ref: 2011/07607/PA) and dated 15th March 2012 for the erection of three storey four bedroom detached dwelling house and associated creation of new vehicular access off Elvetham Road. The Architect's Plans approved with the consent detailed a Georgian period style dwelling having the following:

#### Proposed Accommodation:

##### Ground Floor:

Reception Hall with Cloak Room, Two Reception Rooms, Dining Room, Kitchen

##### First Floor:

Stairs and Landing, Family Bathroom, Four Double Bedrooms,

##### Second Floor:

Loft Area, Stairs and Landing, Shower Room with wc, Play Room and Study

##### Outside:

Surrounding gardens and car parking with garage.

The above planning information has been downloaded from Birmingham City Council website and all interested parties are advised to inspect the planning documents personally prior to bidding and make any necessary enquiries with the local planning department. Legal Documents:

#### Legal Documents:

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

#### Viewings:

External Only



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



## MAILING LIST

We are currently updating our mailing list so, if you require a catalogue for our next auction on Tuesday 29th October 2013 at Aston Villa Football Club, Aston Villa, Birmingham. Please complete the slip found at the back of this Viewing Schedule, and hand it to us at the auction or post it to us at the address provided.

# Cottons

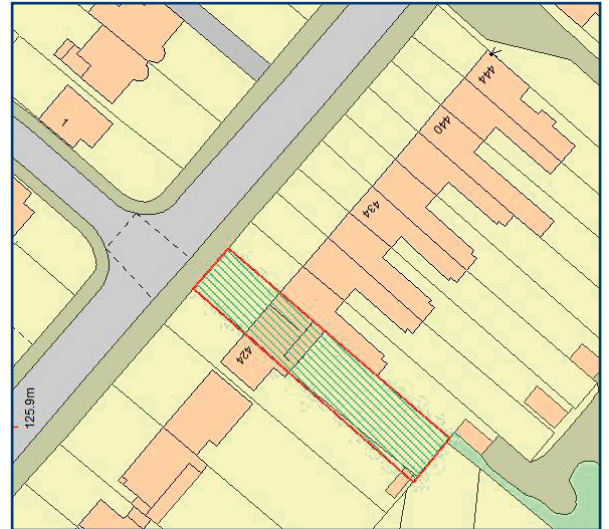
CHARTERED SURVEYORS



## LOT 20

**Freehold Investment**  
**By Instruction of the Joint LPA Receivers**  
Guide Price: £110,000 to £120,000

**426 Chester Road, New Oscott, Sutton Coldfield, West Midlands B73 5BS**



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

### Property Description:

A traditional semi-detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a tarmacadamed driveway and situated virtually opposite the junction with Woodchurch Grange. The property is conveniently located within approximately one mile distance to the south east of New Oscott Shopping Centre which contains a

wide range of local amenities and services.

The property is currently let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum)

### Accommodation:

Whilst the Auctioneers have not inspected the accommodation, we

understand from the Receivers that the property comprises of the following

### Ground Floor:

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

### First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with wc

### Outside:

(Front) Forecourt providing off road parking, side garage

(Rear) Garden

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

## LOT 21

**Freehold Vacant Possession**  
Guide Price: £105,000 - £110,000

**32 The Park, Hewell Grange, Redditch, Worcestershire, B97 6QF**



### Property Description:

A semi-detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property benefits from having UPVC double glazing however does require some modernisation and improvement. The property is located off Hewell Lane (B4096)

### Accommodation:

#### Ground Floor:

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

#### First Floor:

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

### Outside:

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

(Rear) Lawned garden

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



## LOT 22

### Freehold Commercial Property with Vacant Possession

Guide Price: £130,000 - £150,000

**497 Hagley Road, Smethwick, West Midlands, B66 4AX**



#### Property Description:

The property is located on the north side of Hagley Road (A456), close to its junction with Lordswood Road (A4040) and opposite the Kings Head Public House.

The national motorway network is accessible at junction 3 of the M5 motorway, approximately 3 miles to the south west.

The property comprises a three storey building of traditional brickwork construction with a pitched slate roof.

The building is set back from Hagley Road behind a small forecourt, and there is an enclosed garden to the rear of the building.

We understand the premises have planning permission for A2 (financial and professional services) use. Under current planning law, a change of use to A1 (retail use), is permitted where there is a ground floor display window.

The premises are considered suitable for other uses, subject to statutory consents

#### Accommodation:

The building is arranged over ground, first and second floors.

We are informed, by our joint agents, that the premises have a Net Internal Area of approximately 130.1 sq.m (1,400 sq.ft).

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



## LOT 23

### Leasehold Vacant Possession

Guide Price: £58,000 - £64,000

**65 Perry Villa Drive, Perry Barr, Birmingham B42 2LG**

#### Property Description:

A three bedroomed duplex flat situated on the first and second floors, forming part of a three storey purpose built block of brick construction. The property benefits from having UPVC double glazing and gas fired central heating. Perry Villa Drive is located off Church Lane which can be found off both Walsall Road (A34) and Aldridge Road (A453).

#### Accommodation:

##### Ground Floor:

Stairs to

##### First Floor:

Entrance Hallway, Lounge and Kitchen

#### Second Floor:

Three Bedrooms and Bathroom having panelled bath with electric shower over, wash basin, Separate W/C

#### Outside:

Communal Gardens

#### Leasehold Information:

Term: 125 years from 12th January 1998  
Ground Rent: £10.00

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233





**LOT 24**

**Freehold Investment**  
**By Instruction of the Joint LPA Receivers**  
 Guide Price: £100,000 - PLUS

**10 Bluebellwood Close, Walmley, Sutton Coldfield, West Midlands B76 2UB**

**Property Description:**

A modern semi detached house of brick construction surmounted by an interlocking tile clad roof, set back behind a driveway, forming part of a residential estate and situated in a cul-de-sac which leads off Berryfields Road and which in turn leads off Walmley Road (B4148). The property is offered for sale in a very presentable and well maintained condition, benefiting from gas fired central heating, UPVC double glazed windows, conservatory, detached garage, ample off road car parking and attractive landscaped rear garden.

The property is conveniently located within approximately one and a half miles distance to the east of Sutton Coldfield Town Centre.

**Tenancy Information:**

The property is currently let on a lease for a term of 35 years from 9th December 2008 at a rental of £6,960 per annum on full repairing and insuring terms.

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

Reception Hall, Lounge opening to Dining Room, Breakfast Kitchen, Full Width UPVC double glazed Conservatory.

**First Floor:**

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

**Outside:**

(Front) Gravelled foregarden providing off road parking and a detached brick

built garage, pedestrian side access to rear.

(Rear) Decked patio area and an attractive landscaped garden.

**Legal Documents:**

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

**Viewings:**

Strictly External Only



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 25**

**Freehold Investment**  
Guide Price: £145,000 - £155,000

**12 The Coppice, Handsworth Wood, Birmingham B20 2AD**



**Property Description:**  
A traditional semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from part UPVC double glazed windows, mostly gas fired central heating and a side garage. The property has been informally converted to provide a ground floor flat and two bed sitting rooms with shared facilities to the first floor, and let out on three separate Assured Shorthold Tenancy Agreements producing a total rental of £13,200 per annum, a schedule of rents are detailed below. The property occupies a corner plot which widens considerably towards the rear and is located at the head of a cul-de-sac

which leads off Denewood Avenue and forms part of a popular residential area.

**Schedule of Rents:**  
Ground Floor Flat:  
£500 p/m £6,000 per annum  
First Floor Bedroom 1:  
£300 p/m £3,600 per annum  
First Floor Bedroom 2:  
£300 p/m £3,600 per annum  
Total Rental:  
£1,100 p/m £13,200 per annum

**Planning:**  
The property has previously benefited from planning consent granted by Birmingham City Council (Ref:

N/02112/09/Ful and dated 4th August 2009) for the erection of a first floor and two storey side extension, single storey rear extension and porch to the front, however the consent has now lapsed and all interested parties must discuss any proposals they may have with Birmingham City Council. A copy of the decision notice and proposed plans are available for inspection in the Legal Pack.

**Accommodation**  
**Ground Floor**  
Porch, Reception Hall, Lounge, Bedroom, Kitchen, Shower Room having Shower Cubicle, wash Basin and WC.

**First Floor**  
Stairs and Landing, Two Bedrooms, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc.

**Outside**  
(Front) Foregarden and a Tarmacadamed Driveway providing access to a garage

(Rear) Double width lawned garden

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

**Viewings:**  
Via Cottons – 0121 247 2233

**LOT 26**

**Freehold Commercial Ground Rent**  
Guide Price: £10,000 to £15,000

**Freehold Ground Rent, Land Between 217 – 219 Cherrywood Road, Bordesley Green, Birmingham B9 4XD**

**Description:**  
A freehold ground rent secured upon a detached commercial premises located between 217 to 219 Cherrywood Road and subject to a long lease for a term of 99 years from 24th June 1950 at a ground rent of £45 per annum.

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

**Viewings:**  
Not Applicable

**BK** | Bruton Knowles





## LOT 27

### Leasehold Vacant Apartment By Instruction of the Joint LPA Receivers Guide Price: £60,000 - PLUS

**129 Haden Arch Court, Haden Hill Road, Halesowen B63 3NF**



**Property Description:**  
A well laid out two bedroom apartment situated on the second floor of a modern purpose built development of cavity brick construction surmounted by a pitched tile clad roof. The property is set back behind a resident's car parking area and Haden Hill Road (A459) provides convenient access to Halesowen Town Centre being within approximately

one miles distance. The property benefits from double glazed windows gas fired central heating, security door entry system, two bedrooms, modern fittings and allocated car parking.

**Accommodation:**  
**Ground Floor:**  
Communal Reception Hall, Stairs and Landing,

**Second Floor:**  
Entrance Hall, Open Plan Lounge and Kitchen with a range of modern fittings including integrated oven, hob, cooker hood, fridge and Washing machine, Two Bedrooms, Bathroom having panelled bath with shower over, pedestal wash basin and wc.

**Outside:**  
Allocated parking space and communal gardens

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

**Viewings:**  
Via Cottons – 0121 247 2233

## LOT 28

### Leasehold Workshop/Warehouse with Vacant Possession Guide Price: £39,000 - £46,000

**Unit 14B, Hive Industrial Estate, Factory Road, Hockley, Birmingham, B18 5JU**



**Property Description:**  
The property is located approximately 1.5 miles north west of Birmingham City Centre, within a mixed use industrial and residential area.

Access to the national motorway network is accessible at junction 6 of the M6 motorway, approximately 2.5 miles to the north east.

Hive Industrial Estate, comprises a former large industrial complex which has been split or divided to form a series of smaller workshop and warehouse buildings.

The subject unit is approached via a shared driveway leading off Factory Road, which in turn leads to a covered access-way serving various units, including unit 14b. The unit is serviced via this access-way, which also provides off street parking space in front of individual units.

The property is of single storey brickwork and steel frame construction, with a flat roof and concrete floor, incorporating timber staging.

The premises provide an entrance area, open workshop or warehouse building with natural light to the rear elevation and a toilet.

**Accommodation:**  
Workshop/Warehouse Premises  
Gross Internal Area 168.7 sq.m (1,816 sq.ft)

**Title Information:**  
The property is held by way of a lease dated 30th October 1984, for a term of 99 years from 24th June 1984, at a fixed annual ground rent of £1.

Please refer to the legal pack for full details of the lease.

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

**Viewings:**  
Via Cottons  
0121 247 2233





## LOT 29

### The Royalty Gala Club, High Street, Harborne, Birmingham B17 9PU



#### Property Description:

An imposing Grade II Listed former cinema premises/bingo hall of predominantly brick construction surmounted by a range of pitched and flat roofs and occupying a substantial site extending to an area of approximately 0.719 acres (0.29 hectares) prominently located at the junction of High Street and Greenfield Road. The premises were built in circa 1930 in Art Deco style and operated as a cinema until 1963 when the property became a Bingo Hall being its most recent use. Ample

car parking is provided to both the forecourt and by a sizeable car park located to the eastern part of the site. The property is located to the western end of Harborne High Street, immediately adjoining the Vine Public House within a mixed retail, leisure and residential locality.

#### Planning:

The property benefits from D2 (general leisure) planning consent but alternative uses may be applicable. The car parking area may provide scope for future redevelopment

and architects for the vendor have drawn plans detailing an apartment scheme but planning consent has not been applied for. All interested parties should make their enquiries with the local planning department at Birmingham City Council prior to bidding.

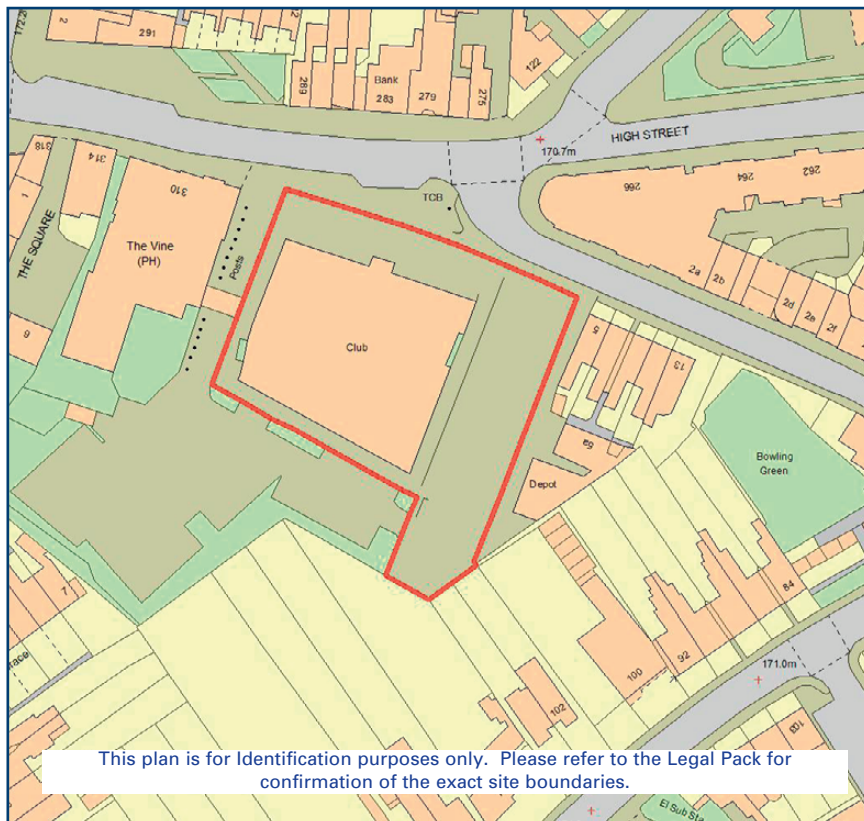
#### Existing Income:

The existing income currently generated from the site is as follows:

1. A lease in favour of Hutchinson 3G UK Limited in connection with aerial sites erected to the roof for a term expiring on 31st December 2021 producing a total rental income of £9,360 per annum

2. The car park is available to the public on pay and display terms generating an income of approximately £200 per calendar month (£2,400 per annum)



**Freehold Vacant Former Cinema with Car Parking**  
 Guide Price: £900,000 to £975,000 (+ VAT)


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



the  
RESIDENTIAL  
LETTINGS  
group

3. A hand car wash operating from the car park generates an income in the region of £1,000 per calendar month (£12,000 per annum)

4. A bin storage area is let on an informal basis to a local restaurant for the sum of £300 per calendar month (£3,600 per annum)

Total Current Rental Income:  
£27,360 per annum approximately.

**Accommodation:**

The premises comprise of a former cinema building with accommodation predominantly on the ground and first floor levels but containing a number of split levels and comprising of a Reception, Main Hallway with Stage, Bar, Toilets and Ancillary Accommodation to the Ground Floor and in addition Stairs and Reception Area, Auditorium/Balcony Seating with Ancillary Accommodation, Office, Kitchen and Toilets to the First Floor.

The premises comprise of the following approximate areas and dimensions:

Ground Floor:	1,109sq.mtrs (11,937sq.ft)
Balcony:	895sq.mtrs (9,634sq.ft)
First Floor:	330sq.mtrs (3,552sq.ft)
Total:	2,334sq.mtrs (25,123sq.ft)

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

**Viewings:**

Via Cottons – 0121 247 2233

**Note 1:** The property is in a poor state of repair and any persons viewing must do so with utmost caution and at their own risk. Neither the vendors nor auctioneers accept liability for any injury or harm caused. Persons wishing to view are advised to bring a torch.

**Note 2:** Completion will be 56 days following exchange of contracts or sooner by mutual agreement.



## LOT 30

### The Howard Centre, Paper Mill End, Great Barr, Birmingham, B44 8NH



#### Property Description:

Great Barr is a large loosely defined area straddling the boundaries of Birmingham, Sandwell and Walsall, located approximately 5 miles north west of Birmingham City Centre.

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

The property comprises a modern, multi-let freehold industrial and commercial investment property, offering potential to improve the rental income through letting the vacant units, and possible future development of the rear yard, subject to statutory consents.

The industrial/warehouse buildings towards the rear of the site are of steel portal frame construction, with brickwork and blockwork wall cladding to a height of approximately 2 metres, with PVC coated profile

metal sheet cladding above, lined internally. The main roofs comprise PVC coated profile metal sheets, lined internally and incorporating Perspex roof lights, supported on the portal frame. The floors are of solid concrete construction throughout, with the floor to unit 5 incorporating an inspection pit.

There is a two storey office building to the front of the site, set behind a forecourt parking and landscaped area. The office building is of brickwork construction with a flat roof.

There is an additional car parking area to the right hand side of the site, facing from the front, which is allocated to occupiers of the individual industrial/warehouse units.

At the rear of the site, there is an open yard, part of which is allocated to the occupier of unit 6, for open storage purposes. Part of the yard has been developed to provide a

single storey storage building, which has historically been let in conjunction with unit 5. The rear yard may offer future development potential, subject to statutory consents.

#### Accommodation (all dimensions and areas are approximate)

<b>Unit 1:</b>	
Workshop/Warehouse	204.9 sq.m (2,206 sq.ft)
Mezzanine	19.7 sq.m (212 sq.ft)
Gross Internal Area	224.6 sq.m (2,418 sq.ft)
<b>Unit 2:</b>	
Workshop/Warehouse	64.5 sq.m (694 sq.ft)
Mezzanine Office	20.6 sq.m (222 sq.ft)
Gross Internal Area	85.1 sq.m (916 sq.ft)

<b>Unit 3:</b>	
Workshop/Warehouse	63.9 sq.m (688 sq.ft)
Full Cover Mezzanine	63.9 sq.m (688 sq.ft)
Gross Internal Area	127.8 sq.m (1,376 sq.ft)

<b>Unit 4:</b>	
Workshop/Warehouse	68.7 sq.m (739 sq.ft)

<b>Unit 5:</b>	
Workshop/Warehouse	202.4 sq.m (2,179 sq.ft)

<b>Unit 5A:</b>	
Storage/Workshop Building	47.5 sq.m (511 sq.ft)

Gross Internal Area Units 5 & 5A	249.9 sq.m (2,690 sq.ft)
----------------------------------	-----------------------------

<b>Unit 6:</b>	
Workshop/Warehouse	202.6 sq.m (2,181 sq.ft)

**Freehold Industrial/Commercial Investment Property**  
 Guide Price: £325,000 - £350,000
**Office Building:**

partitioned to provide various reception, office and meeting rooms as well as kitchen and toilet facilities

**Ground Floor:**

Gross Internal Area 98.4 sq.m  
(1,059 sq.ft)

First Floor Gross  
Internal Area

98.4 sq.m  
(1,059 sq.ft)

Total Gross Internal Area  
Office Building

196.8 sq.m  
(2,118 sq.ft)

**Lease Details:**

We are informed by the vendors that individual units are currently let and income producing as follows:-

Unit 1, A new lease is agreed to Mr T Cullen and A Cullen Scaffolding Ltd. The lease is for a term of 5 years at a rent of £7,280, per annum, exclusive

Unit 2, Let on a lease to Richard James Ltd for a term of 2 years from 1st January 2012 at a rent of £3,000, per annum, exclusive

Unit 3, Let on a lease to Mr P Marsay for a term of 2 years from 13th June 2013 at a rent of £3,600, per annum, exclusive

Units 4 & 6, Let on a lease to Mr S Doherty for a term of years from 18th April 2013, expiry 24th December 2019 at a rent of £11,280, per annum, exclusive

Units 5 & 5A, vacant

Office Building, Vacant

Total Current Rental Income £17,880, per annum, exclusive

Total Potential Rental Income, on completion of the lease of unit 1 and on letting of the vacant accommodation £43,560, per annum, exclusive.

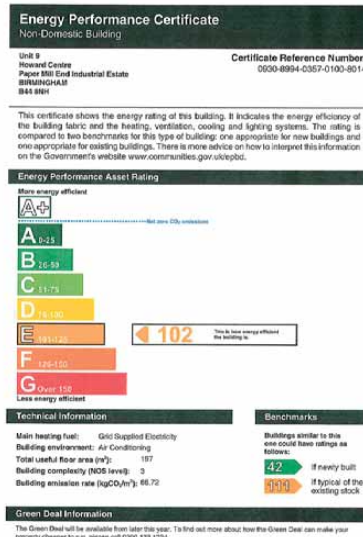
Please see the legal pack for full details of the various leases and tenancy agreements.

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



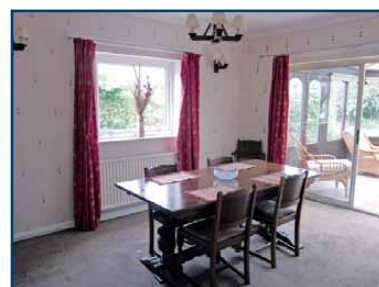
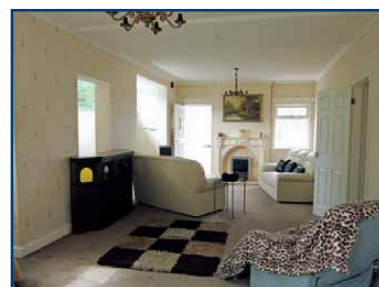


## LOT 31

### Freehold Vacant Possession

Guide Price: £220,000 - £240,000

### Hollies Cottage, Wolverhampton Road, Shreshill, Wolverhampton WV10 7LU



#### Property Description:

A detached property of brick construction surmounted by a tiled roof located in a site of approximately 0.374 acres and set back from the road behind lawned gardens and a gated driveway allowing for off road parking for numerous vehicles. The property benefits from having UPVC double glazing and gas fired central heating. The property further benefits from having three double bedrooms and is generally offered for sale in presentable condition. The property is located on the Wolverhampton Road at the junction with Warstone Road (A462)

#### Accommodation:

##### Ground Floor:

Entrance Porch, Lounge, Dining Room, Kitchen, Conservatory, Rear Hallway, WC and Store Room

#### First Floor:

Three Double Bedrooms and Bathroom having panelled bath, wash basin, WC and Shower Cubicle

#### Outside:

(Front) Tarmacadam covered driveway and lawned gardens

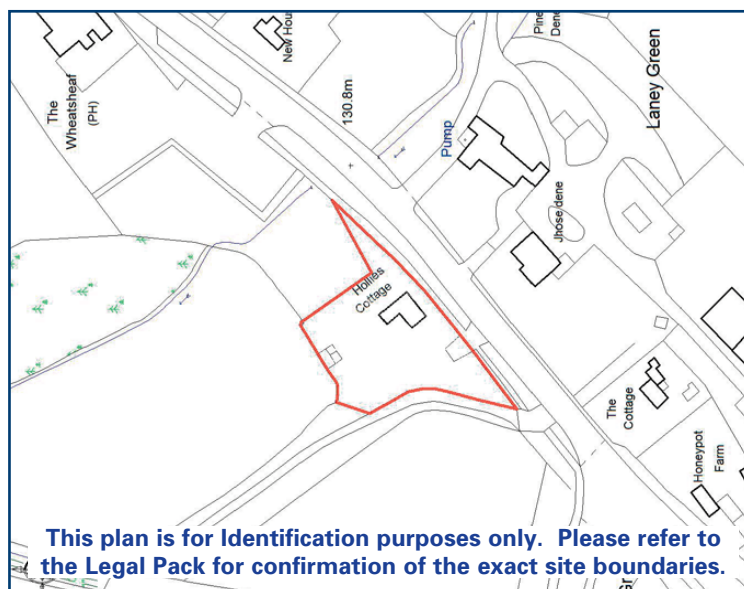
(Rear) Gardens to rear and side

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



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

## LOT 32

**Freehold Investment**  
**By Instruction of the Joint LPA Receivers**  
 Guide Price: £190,000 - PLUS

### 2 & 2A Smithy Lane, Hixon, Stafford ST18 0PP

#### Property Description:

A modern two storey semi-detached premises comprising two retail/takeaway units to the ground floor and a three bedroom flat over. The property is of brick construction surmounted by a pitched tile clad roof set back from the road behind a tarmacadamed forecourt which provides car parking for approximately five cars with additional parking located to the side. The property benefits from double glazed windows and central heating. Hixon comprises of a village located eight miles east of Stafford and is situated off the A51 Stone to Lichfield Road and approximately one mile south of the A518 Stafford to Uttoxeter Road.

#### Lease Information:

2 Smithy Lane: Let as a Fish & Chip Shop on a lease for a term of 25 years from 19th December 2005 at a rental of £13,000 per annum on a full repairing and insuring terms subject to five yearly rent reviews. The lease includes the first floor flat/living accommodation

2A Smithy Lane: Let as a Chinese Takeaway for a term of 25 years from

8th January 2006 at a rental of £8,000 per annum on full repairing (by way of a service charge) and insuring terms and subject to five yearly rent reviews.

#### Accommodation

##### 2 Smithy Lane (Fish & Chip Shop)

##### Ground Floor:

Takeaway/Shop: 35.89 sq.mtrs.  
(386 sq.ft.) with modern shop front,

Rear Preparation Room: 7.29 sq. mtrs.  
(78 sq.ft.) with sink unit,  
Separate Toilet with and hand basin,  
Outside Yard with access to Timber  
Store Room and to  
Potato Preparation Room:  
22.57 sq.mtrs. (242 sq.ft.)

##### First Floor:

A self contained flat consisting of Living Room, Kitchen, Three Bedrooms and Bathroom.

##### 2A Smithy Lane (Cantonese Takeaway)

##### Ground Floor:

Takeaway/Shop: 10.2 sq.mtrs.  
(109 sq.ft.) with modern shop front  
Kitchen: 19.2 sq.mtrs (206 sq.ft.),  
Separate Toilet with hand basin



#### Outside:

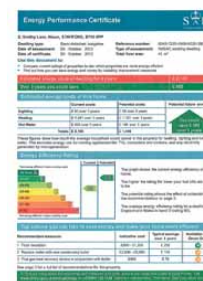
Car parking area and rear yard with access to Timber building

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



## LOT 33

**By Instruction of the Joint LPA Receivers**  
**Freehold Retail Premises - Investment**  
 Guide Price: £70,000 to £80,000

### 408 Moseley Road, Balsall Heath, Birmingham B12 9AT

#### Property Description:

A traditional built three storey end terraced retail premises set back from Moseley Road behind a forecourt parking area having a ground floor retail shop with offices to the first and second floors over. The property benefits from gas fired central heating and is located virtually opposite the junction with Vincent Street in the central section of Moseley Road located between the junctions of Highgate Middleway and Haden Way (A435)

#### Lease Information:

Ground Floor Front Shop: Let on a Lease expiring 30th April 2015 at a Rental of £250 per calendar month (£3,000 per annum)

Ground Floor Workshop and Upper Parts: Let on a Lease expiring 31st December 2014 at a Rental of £350 per calendar month (£4,200 per annum)

Total Rental Income: £7,200 per annum

#### Accommodation:

##### Ground Floor:

Retail Shop, Rear Store Room, Rear Entrance Hall/Lobby with side entrance door and Stairs leading off, Cloak Room with wc and wash basin, Rear Hall/Workshop

#### First Floor:

Stairs and Landing, Further Landing Area and Office, Inner Hall, Front Office

#### Second Floor:

Stairs and Landing, Store Room/Office

#### Net Internal Floor Areas:

Ground Floor: 20.91sq.mtrs (1,301sq.ft)  
 First Floor: 55.7sq.mtrs (600sq.ft)  
 Second Floor: 27.55sq.mtrs (296sq.ft)  
 Total: 204.16sq.mtrs (2,197sq.ft)

#### Outside:

Forecourt Parking Area and Right of Way to Side Access

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



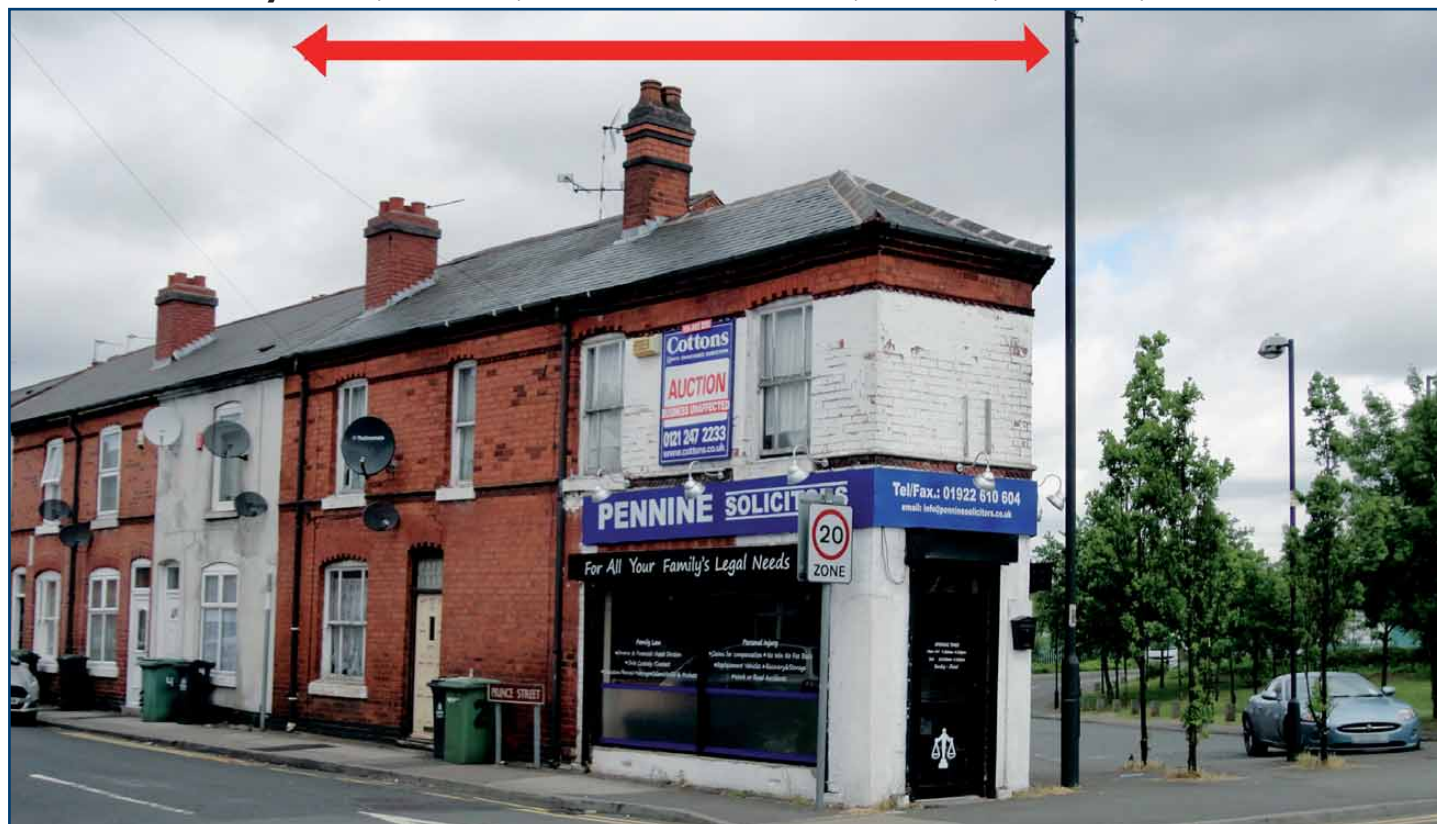


## LOT 34

## Freehold Shop and Residential Investment Property

Guide Price: £80,000 - £90,000

224 Wednesbury Road, Walsall, and 2 Prince Street, Walsall, WS2 9QN



### Property Description:

The property is located approximately 1 mile south of Walsall Town Centre in a mixed use area, although the immediately surrounding area is predominately residential in nature.

The national motorway network is accessible at junction 9 of the M6 motorway, approximately a quarter of a mile south.

The property occupies a prominent corner site at the junction of Wednesbury Road with Prince Street, and Regal Drive.

The property comprises a two storey end of terrace building of traditional brickwork construction, with a pitched slate roof.

The ground floor provides shop premises offering retail and ancillary office and storage accommodation. The ground floor premises are

currently let, and are occupied by a firm of Solicitors.

The first floor comprises self-contained living accommodation in the form of a two bedroom flat, approached via a separate entrance leading off Prince Street.

Both the ground floor shop/office and first floor living accommodation are currently let.

### Accommodation (all dimensions and areas are approximate)

#### Ground Floor:

Shop/Office	26.8 sq.m (289 sq.ft)
Rear Lobby	
Office	13.2 sq.m (142 sq.ft)
Office/Store	7.2 sq.m ( 77 sq.ft)
Rear Lobby	
Kitchen	1.8 sq.m ( 19 sq.ft)
Toilet	
Total Net	
Internal Area	49.0 sq.m (527 sq.ft)

### First Floor:

Landing, Living Room, Kitchen, Two Bedrooms and Bathroom/Toilet

### Tenancy Summary:

#### Ground Floor:

We are informed by the vendor that the ground floor shop/office premises are let for a term beginning 4th March 2013 at a rent of £6,000, per annum, payable monthly in advance.

#### First Floor:

We are informed by the Vendor that the first floor flat is let by way of an Assured Shorthold Tenancy at a rent of £360, per calendar month.

Please refer to the legal documents to obtain and study copies of the tenancy agreements.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

### Energy Performance Certificate

Non-Commercial Building

224 Wednesbury Road  
WALSALL  
WS2 9QH

Certificate Reference Number:  
9983-3005-0175-0000-8421

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

#### Energy Performance Asset Rating



#### Technical Information

Main heating fuel: Natural Gas  
Building environment: Heating and Natural Ventilation  
Total useful floor area (m<sup>2</sup>): 55  
Building complexity (GBB level): 3  
Building emission rate (kgCO<sub>2</sub>/m<sup>2</sup>): 147.82

#### Benchmarks

Buildings similar to this one would have ratings as follows:

3.2 If newly built

3.8 If typical of the building stock

#### Green Deal Information

The Green Deal will be available from later this year. To find out more about how the Green Deal can make your property cheaper to run, please call 0300 153 1354.



**LOT 35****Freehold Detached Residence with Vacant Possession**

Guide Price: £300,000 to £330,000

**5 Oxford Road, Moseley, Birmingham B13 9EJ****Property Description:**

A substantial detached residence of brick construction surmounted by a hipped tile clad roof, providing extensive accommodation on three floors which includes seven bedrooms. The property requires complete refurbishment and modernisation throughout and forms part of a highly regarded residential area. Oxford Road leads directly off Wake Green Road (B4217) close to the junction with St Mary's Row and the property is conveniently within approximately one quarter of a mile distance from Moseley Shopping Centre providing access to a wide range of retail amenities and services.

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

Covered Entrance, Reception Hallway, Cloak Room with wc providing access to Cellar, Through Lounge, Dining Room, Breakfast Kitchen.

**First Floor:**

Stairs and Landing, Five Bedrooms and a Dressing Room leading to Family Bathroom.

**Second Floor:**

Stairs and Landing, Two Bedrooms, former Kitchen and Bathroom

**Outside:**

(Front) Tarmacadam Forecourt

(Rear) Pedestrian side access to large garden

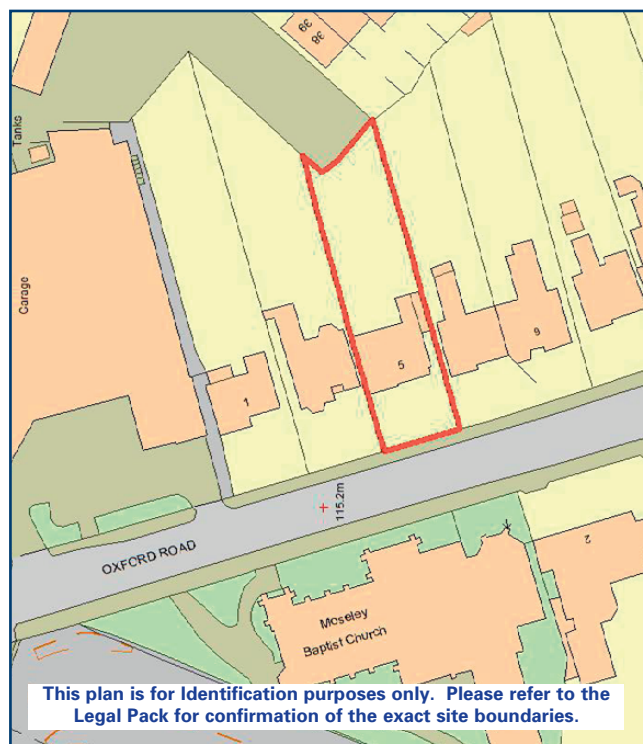
**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The property is in a poor state of repair and any persons viewing must do so with utmost caution and at their own risk. Neither the vendors nor auctioneers accept liability for any injury or harm caused. Persons wishing to view are advised to bring a torch.



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



## LOT 36

### Freehold Vacant Industrial Premises By Instruction of the Joint LPA Receivers Guide Price: £58,000 to £64,000

#### Unit 2A/2B Meeting Lane, Brierley Hill, West Midlands DY5 3LB



#### Property Description:

A Freehold commercial premises occupying a site roughly rectangular in shape and extending to an area of 0.319 acres (0.129 hectares). The property is situated on Meeting Lane Industrial Estate and directly fronts Meeting Lane which leads off Station Drive and which in turn leads off Brettell Lane (A461). The property forms part of a mixed area containing a range of industrial and residential properties and is located approximately one mile distance to the south west of Brierley Hill. The property comprises of a range of industrial workshops predominantly of brick construction with pitched roofs along with ancillary and storage accommodation.

#### Accommodation:

##### Ground Floor:

Building One: 288.65sq.mtrs (3,107sq.ft)  
Workshop/Warehouse with side and rear loading access, Staff Room, Store and Two WCs

Building Two: 246.4sq.mtrs (2,652sq.ft)  
Workshop/Warehouse with rear access, Pedestrian/Customer Entrance and Two Offices

Side Vehicular Access to a Rear Storage Yard containing Three Steel Corrugated Storage Buildings  
Store One: 38.73sq.mtrs (417sq.ft)  
Store Two: 44.55sq.mtrs (479sq.ft)  
Store Three: 41sq.mtrs (441sq.ft)

#### Gross Internal Areas:

Workshop/Industrial Premises: 535sq.mtrs (5,759sq.ft)  
Storage Buildings: 124.28sq.mtrs (1,337sq.ft)  
Total Site Area: 0.319 acres (0.129 hectares)

#### Legal Documents:

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

#### Viewings:

Via Cottons  
0121 247 2233



## LOT 37

### Freehold Vacant Possession Guide Price: £60,000 - £66,000

#### 30 Caroline Street, Dudley, West Midlands DY2 7DY

#### Property Description:

A traditional mid terraced house of part rendered brick construction surmounted by a pitched tile clad roof having a single storey extension to the rear and benefiting from gas fired central heating, UPVC double glazed windows and modern kitchen and bathroom fittings. Caroline Street leads directly off St. Johns Road and the property is conveniently within approximately one third of a mile distance from Dudley Town Centre.

#### Outside:

(Rear) Pedestrian entry access to yard and garden

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233

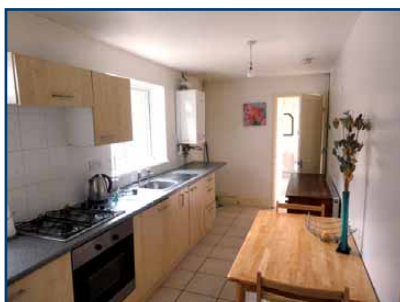
#### Accommodation:

##### Ground Floor:

Front Reception Room, Inner Hall with cellar access, Rear Reception Room, Breakfast Kitchen, Rear Entrance Hall, Bathroom comprising of panelled bath, pedestal wash basin and wc

##### First Floor:

Stairs and Landing, Three Bedrooms





**LOT 38**

**Freehold Industrial Property with Vacant Possession**  
Guide Price: £180,000 - £195,000

**Ali Fabrications Limited, Lodgefield Road, Halesowen, West Midlands, B62 8AR**



**Property Description:**

Halesowen is a town within the Metropolitan Borough of Dudley, in the West Midlands conurbation. The town had a population of 55,273 in the 2001 census.

The subject property is located on the eastern side of Lodgefield Road, in a mixed industrial and residential area, approximately 1 mile north of Halesowen Town Centre.

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

The property comprises a purpose-built industrial or warehouse building of predominantly single storey steel frame and brickwork construction. The main roof comprises corrugated asbestos cement sheets, incorporating roof lights, supported on a light steel trussed framework. There are two storey offices to the front of the property.

There is a forecourt, providing off street parking space and servicing to the loading dock. To the rear of the building, there is a concrete yard, with a precast concrete storage out-building.

The interior of the building is partitioned to provide a large open workshop or warehouse, with a

loading dock, kitchen, office and toilet accommodation. At first floor level, there are two offices.

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

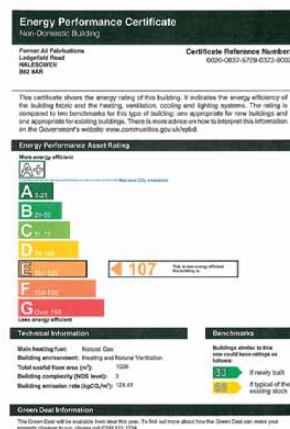
**Ground Floor:**  
Gross Internal Area  
1,042.1 sq.m (11,218 sq.ft)

**First Floor:**  
24.1 sq.m (259 sq.ft)

**Total Gross Internal Area :**  
1,066.2 sq.m (11,477 sq.ft)

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

**Viewings:**  
Via Cottons – 0121 247 2233





## LOT 39

### Freehold Vacant Possession

Guide Price: £58,000 - £64,000

#### 48 St. Marks Crescent, Birmingham, West Midlands B1 2PY

##### Property Description:

An end terraced property of brick construction surmounted by a tiled roof and accessed via a pedestrian walkway. The property benefits from having UPVC double glazing, modern kitchen fittings and warm air heating. St. Marks Crescent is located off King Edwards Road and the property is within approximately a quarter of a mile distance from Birmingham City Centre.

##### Accommodation:

###### Ground Floor:

Entrance Hallway, Lounge, Kitchen/Diner, WC and Store.

###### First Floor:

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

##### Outside:

(Front) Lawned Foregarden

(Rear) Paved Yard



##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233

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## LOT 40

### Leasehold Vacant Possession

Guide Price: £48,000 - £52,000

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

##### Property Description:

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

##### Accommodation:

###### Ground Floor:

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

###### Second Floor:

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

##### Outside:

Communal gardens and garage

##### Leasehold Information:

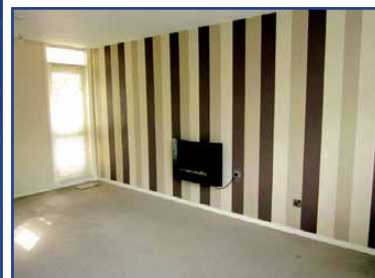
Term: 99 years from 25th March 1963  
Ground Rent: £35.00 rising to £85.00  
Service Charge: Please refer to Legal Pack

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



**LOT 41**
**Freehold Commercial Premises and Separate Flat  
 By Instruction of the Mortgagees (Not In Possession)**

Guide Price: £100,000 PLUS

**227 Douglas Road, Acocks Green, Birmingham B27 6EX**

**Property Description:**

A two storey premises of part rendered brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a forecourt parking area. The property has a single storey extension to the rear and a self-contained flat situated to the first floor. The property forms part of a predominantly residential area and Douglas Road runs between Stockfield Road (A4040) and Yardley Road (B4146), conveniently within approximately three quarters of a mile distance north of Acocks Green Shopping Centre and approximately three miles distance to the east of Birmingham City Centre.

**Accommodation:**

Whilst the accommodation has not been inspected by the Auctioneers, we have referred to the Valuation Office Agency website for information relating to the commercial premises and to a local letting agent's website for information referring to the flat. This information should be used only as a guide and no warranties can be provided in respect of its accuracy

**Ground Floor:**

Retail Shop: 20.2sq.mtrs (217sq.ft)  
 Internal Store: 1.92sq.mtrs (20sq.ft)  
 Office: 5.42sq.mtrs (58sq.ft)  
 Internal Storage: 22.8sq.mtrs (285sq.ft)

**First Floor:**

Separate Flat Accommodation  
 One Bedroom, Kitchen, Bathroom  
 and having Double Glazing and Central Heating

**Outside:**

Forecourt parking area

**Important Note:**

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

All interested parties should make their own enquiries prior to bidding.

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

**Legal Documents:**

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

**Viewings:**

Not Applicable

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





## LOT 42

### Prominent Roadside Site, 50 Oldbury Road, Smethwick, West Midlands B66 1JE



#### Property Description:

A prominent cleared site, triangular in shape and extending to a total area of approximately 0.457 acres which includes a strip of land subject to a long leasehold interest and equating to 0.088 acres of the total site area. The site is located at the busy junction of Oldbury Road and Fenton Street overlooking the traffic roundabout which provides access to Telford Way and which in turn leads to the M5 Motorway (junction 1) being within approximately three quarters of a mile distance. The site was formerly occupied by the Old Comrades Social

Club which has been demolished and cleared. The immediate surrounding area comprises of a mix of commercial and residential properties.

#### Planning:

The site has potential for redevelopment and may be suitable for a variety of uses including residential, retail or roadside uses. All interested parties are advised to contact the local planning department at Sandwell Borough Council prior to bidding to discuss any proposals which they may have for the site.

#### Tenure:

The site is freehold with the exception of a strip of land to the southern boundary (hatched red on the plan) which is leasehold for a term of 60 years from 25th March 1978.

Ground Rent: £3500 per annum payable to Sandwell Metropolitan Borough Council

#### Advertising Hoarding:

An advertising hoarding is erected on site adjacent to 26 Fenton Road and let to Primesight Ltd at a rental of £1500 per annum.

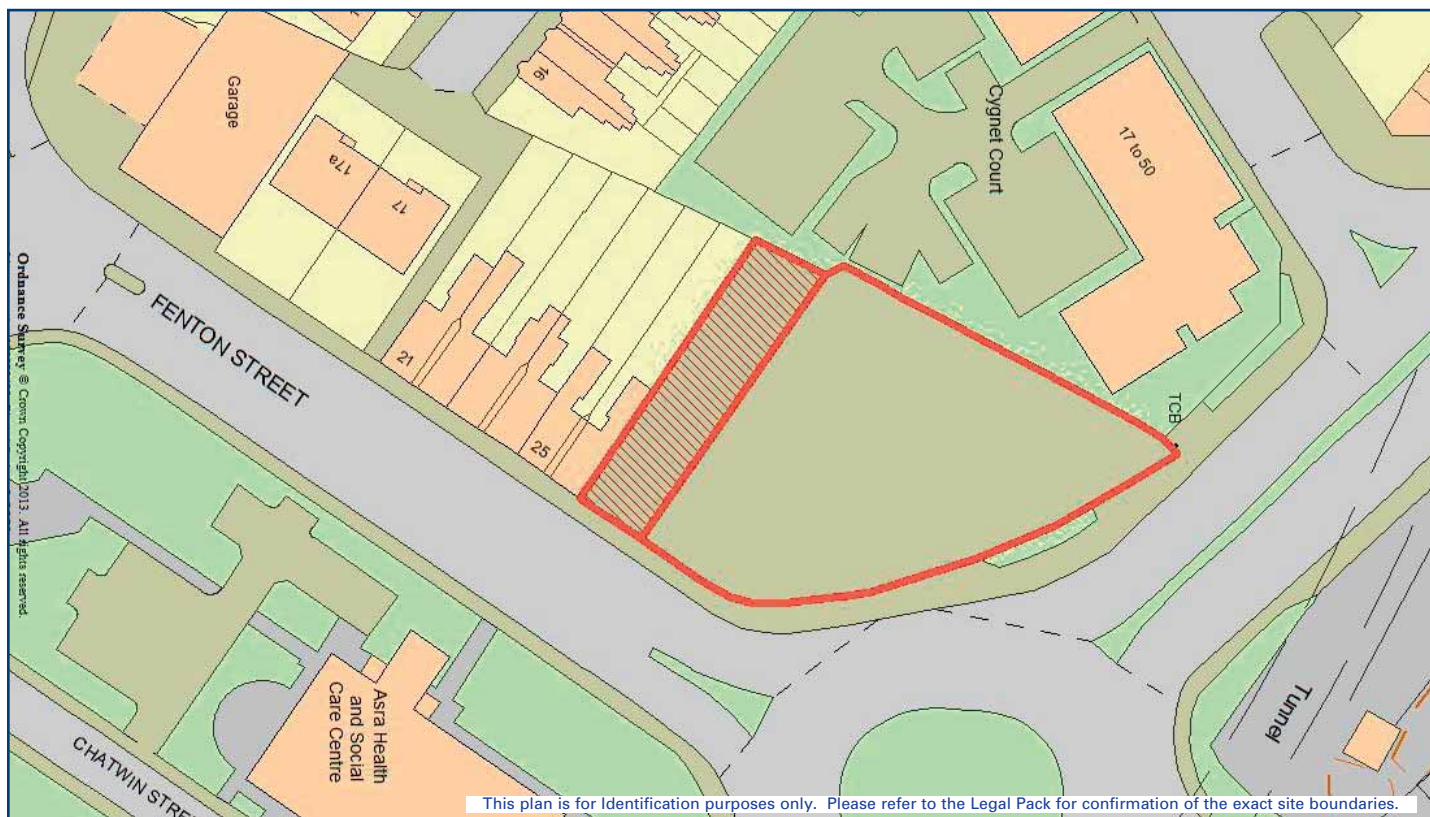
#### Legal Documents:

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

#### Viewings:

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**Freehold/ Part Leasehold Site with Redevelopment Potential**  
 Guide Price: £400,000 – PLUS (+ VAT)


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## LOT 43

## Freehold Vacant Shop Property Part Income Producing

Guide Price: £160,000 - £175,000

4/4a High Street, Droitwich, Worcestershire, WR9 8EW



### Property Description:

Droitwich Spa is a town in northern Worcestershire, approximately 20 miles south west of Birmingham, and 6 miles south west of Bromsgrove. The 2001 census recorded the population of 22,585.

The national motorway network is accessible at junction 5 of the M5 motorway, approximately 2 miles to the north east.

The subject property is located on High Street, within Droitwich Town Centre, which offers a range of retail and community facilities, where both local and multiple retailers serve the local area and wider catchment.

The property is Grade II Listed as of special Architectural and Historic importance.

The property comprises a two storey, middle of terrace building, with an

attic approached via a staircase on the first floor and offering some potential for conversion, subject to viability and statutory consents.

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

The ground floor provides a retail shop, with ancillary storage/office and toilet accommodation.

The first floor provides a range of offices, which are substantially vacant. One of the offices is currently let and income producing.

In addition, there is a detached storage building to the rear of the site, which again is let, and produces a rental income.

### Accommodation (all dimensions and areas are approximate)

#### Ground Floor:

Shop	344 sq.ft (32.0 sq.m)
Store	168 sq.ft (15.6 sq.m)
Store/Lobby	30 sq.ft ( 2.8 sq.m)
Store/Office	185 sq.ft (17.2 sq.m)
Total Net Internal Area	
Ground Floor	727 sq.ft (67.5 sq.m)

#### First Floor:

Office	167 sq.ft (15.5 sq.m)
Office	192 sq.ft (17.8 sq.m)
Store	14 sq.ft (1.3 sq.m)
Store	14 sq.ft (1.3 sq.m)
Office	167 sq.ft (15.5 sq.m)
Office (rear)	185 sq.ft (17.2 sq.m)
	(currently let)
Kitchen	35 sq.ft (3.3 sq.m)
Total Net Internal	
Area First Floor	774 sq.ft (71.9 sq.m)

Total Net Internal Area of  
Entire Building 1,501 sq.ft (139.4 sq.m)

### Outside:

Rear Yard and Detached Storage Building

### Tenancy Details:

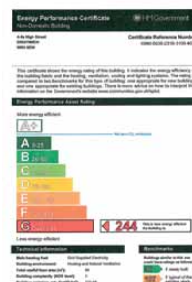
We are informed by the vendor, the rear detached storage building and rear first floor office are currently let, and produces a rental income of £392, per calendar month.

### Legal Documents:

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

### Viewings:

Via Cottons  
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For further details and Terms & Conditions

## LOT 44

**Freehold Land**  
Guide Price: £3,000 PLUS

### Land Adjacent to Former Quarry Site, Portway Hill, Tividale, Oldbury (Adj B69 1PQ)

#### Description:

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

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

#### Planning:

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

#### Location:

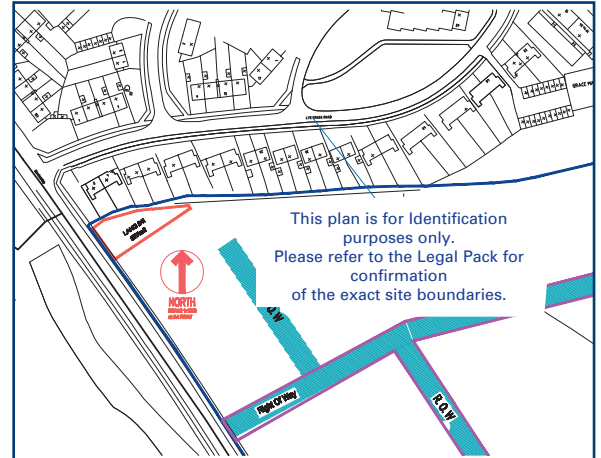
The site is located approximately 1.3 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is approached, coming from the M5, along the A4123 (0.7 miles), then turn left onto Newbury Lane, continue along for 0.8 miles to the traffic lights and turn right onto Portway Hill. The land is 60mtrs into the site off an unmarked right of way. The right of way is around 150mtrs South of the Portway Hill / Lye Cross Road junction.

#### Legal Documents:

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

#### Viewings:

The site is open for viewings.



## LOT 45

**Freehold Land**  
Guide Price: £3,500 - £4,500

### Paddock 7, 8 and 9 Ledbury Road, Long Green, Nr Tewkesbury, Worcs

#### Description:

Three parcels of freehold land extending to approximately one quarter of an acre each (three quarters of an acre in total) and situated within the hamlet of Long Green approximately six miles to the West of the historic town of Tewkesbury. The land itself lies directly between the M50 Motorway and the Ledbury Road (A438) and comprises of grazing land forming part of a predominantly rural area. The paddock is accessed by way of a right of way leading from a gated entrance off Ledbury Road and this is coloured brown on the plan.

Directions from Birmingham:- Exit M5 South at Junction 8, join the M50 Motorway, Exit M50 Motorway at Junction 1 and join A38 to Tewkesbury. Proceed for approximately 4 miles

turning onto the A438 towards Ledbury. Proceed for approximately 4 further miles and the land is located prior to the Motorway on the right hand side with access gained via a gated entrance.

Local Authority - Malvern District Council.

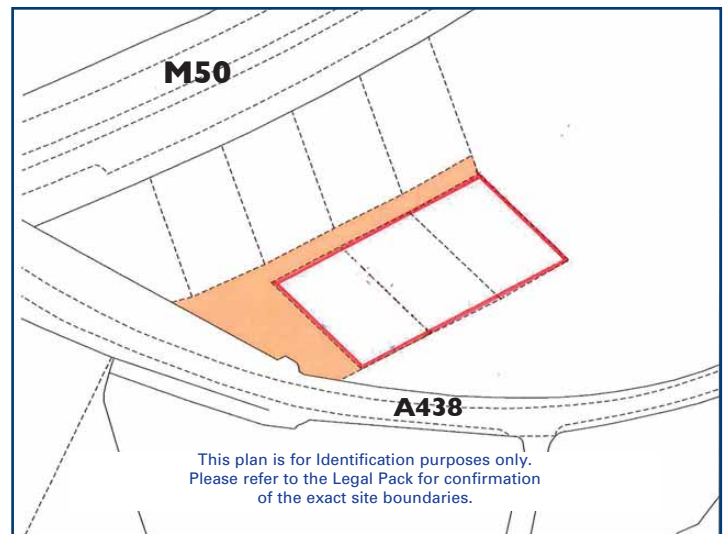
#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233

**N.B.4:** The purchaser will be responsible for the erection of a boundary fence in accordance with the boundary plan.



## LOT 46

**Leasehold Investment**  
Guide Price: £42,000 - £46,000

### 22 Hayford Close, Abbeydale, Worcester, B98 8JG

#### Property Description:

A ground floor one bedroomed maisonette in a purpose built block set back from the road behind a lawned garden. The property benefits from having UPVC double glazing and gas fired central heating. Hayford Close is located off Dolphin Road which in turn can be found off Easemore Road. The property is currently let on an Assured Shorthold Tenancy producing a rental of £495 pcm (£5,940 per annum)

#### Accommodation:

##### Ground Floor:

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

#### Outside:

Lawned garden

#### Leasehold Information

Term: 125 years from 20th December 2004

Rent: Please refer to legal pack

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233





## LOT 47

**Freehold Former Banking Hall  
Premises with Vacant Possession**  
Guide Price: £275,000 - £300,000

**283 -285 High Street, West Bromwich, West Midlands, B70 8DN**



### Property Description:

The property is situated on High Street, West Bromwich, an established retail area, approximately 5 miles north west of Birmingham City Centre.

The High Street is a popular location for all types of retail and commercial businesses, such as Restaurants, Bars, Independent and Multiple Retailers and Banks.

The property lies approximately 1 mile to the west of junction 1 of the M5 motorway.

The property comprises a rectangular site with a primary frontage to West Bromwich High Street, and with a separate pedestrian access to the rear.

We understand the property was developed circa 1988, to provide a

modern three storey purpose-built retail bank.

The premises comprise a purpose-built former banking hall with ancillary office accommodation. The building provides staff and customer toilets at first floor level. There are further offices and a plant room at second floor level, where the central heating boiler and air conditioning installation is also installed.

### Accommodation (all dimensions and areas are approximate)

<b>Ground Floor:</b>	
Banking Hall/Retail	2,483 sq.ft (230.7 sq.m)
Store Room	132 sq.ft (12.3 sq.m)
Cleaners Store	21 sq.ft (2.0 sq.m)

### First Floor:

Offices 429 sq.ft  
(39.9 sq.m)

### Second Floor:

Offices 733 sq.ft  
(68.1 sq.m)

Total Net Internal Area 3,798 sq.ft  
(352.8 sq.m)

### Planning:

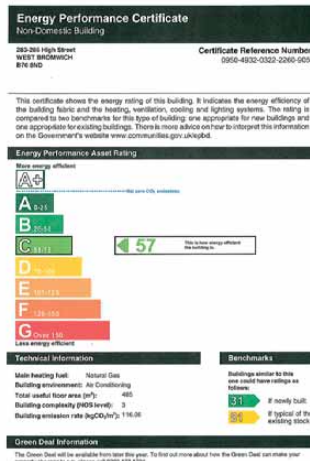
We understand the premises have formerly been used for financial and professional purposes falling within use class A2. The premises are therefore, suitable for continued A2 use or for A1 use or other retail or commercial uses, subject to statutory consents.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



## LOT 48

### Freehold Vacant Possession

Guide Price: £58,000 - £64,000

### 58 Merridale Street West, Wolverhampton, West Midlands WV3 0RJ

#### Property Description:

An end terraced property of rendered brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing, gas fired central heating, three downstairs reception rooms and three bedrooms to the first floor. The property further benefits from having double gated access to the rear and a purpose built storage unit with roller shutter door. The property is located on the junction with both Ashland Street and Merridale Street West

#### Accommodation:

##### Ground Floor:

Entrance Hallway, Kitchen, Front Lounge, Rear Lounge and Dining Room, Bathroom having panelled bath, washbasin and WC

##### First Floor:

Three Bedrooms and Shower Room having shower cubicle, washbasin and WC

#### Outside:

(Rear) Gravelled yard with double gates to side and purpose brick built storage unit with roller shutter door

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



## LOT 49

### Freehold Retail Premises with Vacant Possession

Guide Price: £140,000 to £150,000

### 565 Coventry Road, Small Heath, Birmingham B10 0LP



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

#### Property Description:

A mid terraced retail shop with flat over of traditional brick construction surmounted by a pitched tile clad roof, directly fronting the busy Coventry Road which contains a wide range of retail amenities and services serving the surrounding residential catchment area. The property forms part of a parade of similar units located between Charles Road and Small Heath Park.

#### Accommodation:

##### Ground Floor:

Retail Shop, Partitioned Office, Rear Room, Separate WC and Store Room with rear access.

Gross Internal Area: 46.68sq.mtrs (502sq.ft)

##### First Floor:

Stairs, Toilet, Kitchen, Lounge, Bedroom

#### Outside:

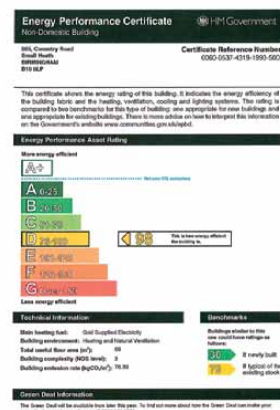
Rear Yard access by a shared right of way

#### Legal Documents:

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

#### Viewings:

Via Cottons –  
0121 247 2233





## LOT 50

### Freehold Vacant Possession

Guide Price: £185,000 - £195,000

12 Spring Road, Edgbaston, Birmingham B15 2HG



#### Property Description:

A double fronted end-terraced property of rendered brick construction surmounted by a replacement tiled clad roof and set back from the road behind a block paved foregarden. The property has been converted to provide two spacious self contained two bed roomed flats on the ground and first floors respectively. Each flat benefits from having UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings. The flats further benefit from having a shared block paved court yard to the rear with each having their own brick built store. Spring Road is located off both Wellington Road and Lea Bank Middleway (A4540) and the property is within approximately a quarter of a miles distance from Birmingham City Centre.

#### Accommodation:

##### Ground Floor:

##### Flat 12A:

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

#### Flat 12B:

Accessed via the rear with secure entry system, stairs to

#### First Floor:

Having Entrance Hallway, Kitchen, Lounge Area, Bedroom One and Bedroom Two with en-suite having en-suite shower cubicle, wash basin and WC and Family Bathroom having panelled bath with shower over, wash basin and WC

#### Outside:

(Front) Block paved foregarden

(Rear) Block paved rear garden with brick built store x 2

#### Legal Documents:

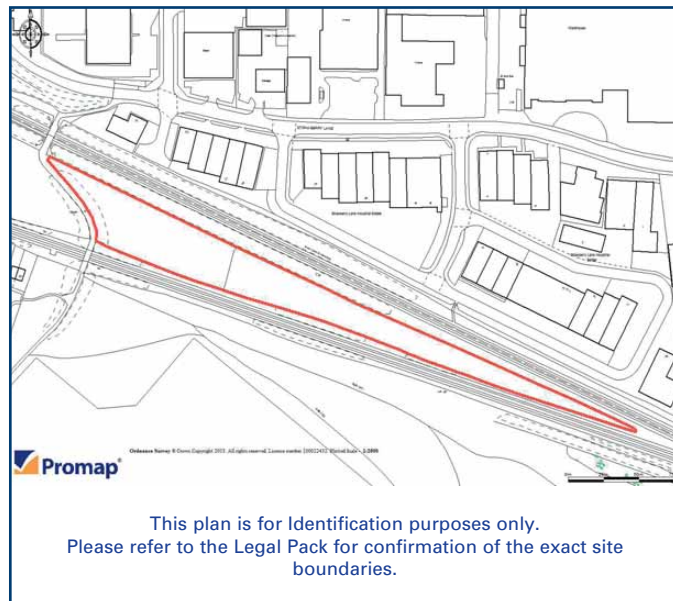
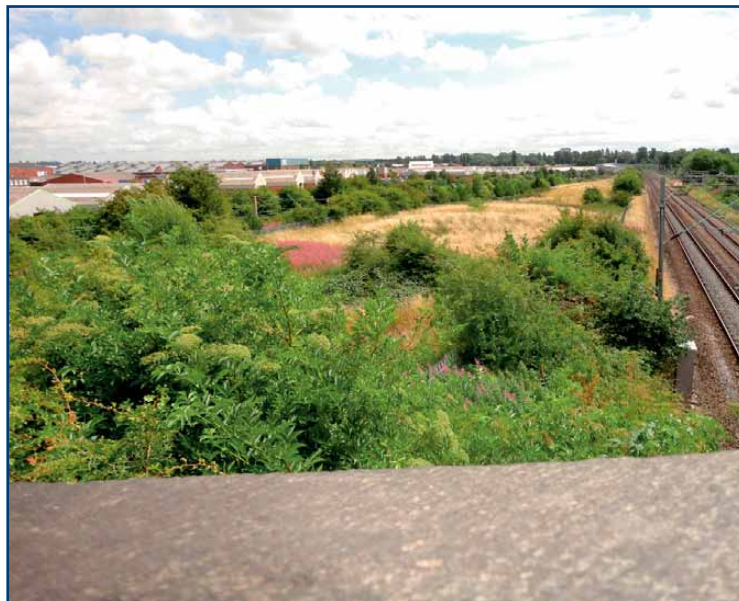
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233



**LOT 51**
**Freehold Grazing Land with Vacant Possession**  
 Guide Price: £10,000 - PLUS

**Land Located off Strawberry Lane, Willenhall, WV13**

**Property Description:**

A parcel of freehold grazing land triangular in shape and extending to an area of approximately 2.321 acres (0.93 hectares) and accessed by way of a public footpath which leads off Strawberry Lane adjacent to Unit 31 (WV13 3RS).

Strawberry Lane leads directly off Neachells Lane which in turn leads off Willenhall Road (A454) to the south and Wednesfield Way (A4124) to the north.

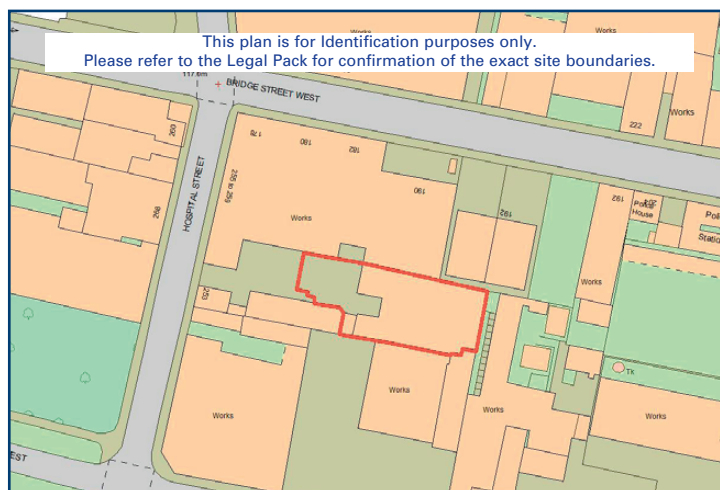
**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 52**
**Freehold Vacant Industrial Premises**  
 On behalf of the Joint Administrators of Electro Centre Limited  
 Guide Price: £90,000 to £100,000

**257 Hospital Street, Birmingham B19 2YF**

**Property Description:**

An industrial workshop premises of single storey brick construction with a multi pitched steel framed roof. The property is situated in a courtyard which has secure gated access from Hospital Street and which leads directly to New John Street West forming part of Birmingham Ring Road (A4540). The property has convenient access within approximately half a mile distance to the A38M Expressway

which leads to the M6 Motorway (junction 6)

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

Workshop Premises: 414.8sq.mtrs (4,465sq.ft) with roller shutter access, Ladies and Gents Toilets and Partitioned Office  
 Side Workshop: 82.77sq.mtrs (891sq.ft) with pedestrian front entrance

Rear Workshop Area: 83.03sq.mtrs (893sq.ft)

**Outside:**

Garage: 19.25sq.mtrs (207sq.ft) and yard area providing car parking

Gross Internal Area: 580.6sq.mtrs (6,249sq.ft)

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**Energy Performance**

**Certificate:** The EPC for this property was commissioned on 23rd August 2013. This will be added to the Legal Pack and available on our website.



**LOT 53**

**Prominent Freehold Redevelopment Opportunity**

Guide Price: £60,000 - £65,000

**620A Bristol Road South, Northfield, Birmingham B31 2JR**



**Property Description:**

Northfield is a predominately residential suburb of Birmingham located approximately 8 miles south west of the City Centre, and having a district population of 24,444 in the 2001 census.

The subject property is located on the eastern side of Bristol Road South, a little to the south of its junction with St Laurence Road. The property is located close to the well-established Northfield Shopping Centre, which serves a densely populated residential catchment.

The subject property comprises a freehold redevelopment opportunity consisting of a rectangular shaped site with direct frontage to Bristol Road South, adjacent a parade of shops with maisonettes above.

The property has a lapsed planning permission for demolition of previous buildings and erection of a two storey building, for use either as a shop, office, restaurant or hot food takeaway.

**Planning:**

The site has a lapsed planning consent, granted by Birmingham City Council Ref: (2010/00198/PA) dated 24th March 2010, for the demolition of previous buildings and the erection of a two storey building, with ground floor commercial use for use as either a Retail Shop (Use Class A1) or Financial/Professional (Use Class A2) or Restaurant/Café/Snack Bar (Use Class A3) or Hot Food Takeaway (Use Class A5). The Architects plans, approved with the planning application, detailed commercial premises, comprising of the following proposed accommodation.

**Ground Floor:**

Retail Area: 88sq.m (947sq.ft) with WC

**First Floor:**

Stairs to Storage Accommodation: 72sq.m (775sq.ft)

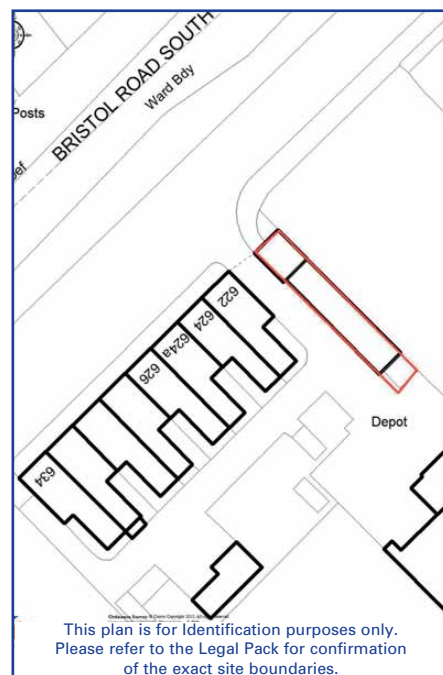
**Outside:**

Bin Store and two car parking spaces located to the rear

A copy of the planning consent and Architect's drawings may be available by reference to the local planning authority, Birmingham City Council.

**Special Note:**

The current planning permission has lapsed. An informal approach has subsequently been made to the local planning authority, Birmingham City Council, for modifications affecting the planning consent. Those modifications relate to pre-application advise for the erection of a three storey building, with a retail unit on the ground floor and residential accommodation above. The local planning authority have responded under Ref: 2013/02621/PA. A copy of their letter is available within the legal documents. Briefly, the local planning authority have indicated that provided design and parking issues are properly addressed, if a planning application were submitted for a three storey building, providing a shop, with residential accommodation above, it is likely that planning permission would be granted.



**Legal Documents:**

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

**Viewings:**

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**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 54

### Freehold Vacant Retail Shop and Flat Investment

Guide Price: £80,000 to £87,000

#### 1401 Pershore Road, Stirchley, Birmingham B30 2JR

##### Property Description:

A mid terraced retail premises with self contained flat over of traditional brick construction surmounted by a pitched tile clad roof and situated directly fronting Pershore Road (A441) forming part of Stirchley Shopping centre which contains a range of similar retail premises. The flat accommodation benefits from gas fired central heating and UPVC double glazed windows. The property is situated within approximately half a mile distance from Bourneville Railway Station and approximately four miles distance to the south of Birmingham City Centre.

##### Tenancy Information:

Retail Shop: Vacant  
 First Floor Flat: let on an Assured Shorthold Tenancy at a rental of £430 per calendar month (£5,160 per annum)

##### Accommodation:

##### Ground Floor:

Retail Shop: 43.8sq.mtrs (471sq.ft),

Rear Store/Office: 7.9sq.mtrs (85sq.ft),  
 Lobby, Wash Room with pedestal wash basin and Separate WC

##### First Floor:

Flat: External Stair Access, Covered Entrance, Entrance Hall, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc, Kitchen, Landing with walk-in store, Lounge, Two Bedrooms

##### Outside:

Shared pedestrian entry access to rear, concrete yard area, brick store, paved patio and garden

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233

##### Energy Performance Certificate:

The EPC for this property was commissioned on 15th August 2013. This will be added to the Legal Pack and available on our website.



## LOT 55

### Freehold Vacant Shop Property – with Income Producing Flats

Guide Price: £135,000 - £150,000

#### 1270 – 1272 Pershore Road, Stirchley, Birmingham, B30 2XU



##### Property Description:

Stirchley is a suburb of Birmingham, approximately 4 miles south of the city centre, with the main retail area clustered around Pershore Road (A441).

The subject property is located on the east side of Pershore Road, between its junctions with Twynning Road and Hazelwell Lane.

There is a large Fitness First leisure centre located approximately 100 meters north of the property, and a Co-op Supermarket opposite, on the corner of Umbleslade Road.

The property comprises a two storey, middle of terrace building of brickwork construction, with a pitched slate roof.

The property comprises two adjacent buildings, which have been combined at ground floor level, to provide a larger style ground floor lock-up shop.

The shop has a modern aluminium and plate glass shop front, protected by external roller shutter doors.

The first floor provides two self-contained two bedroom flats, approached via the rear garden. Both of the flats are let and income producing.

##### Accommodation (all dimensions and areas are approximate)

##### Ground Floor:

Retail Area 84.9 sq.m (913 sq.ft)  
 Covered Yard 18.2 sq.m (196 sq.ft)

Kitchen 8.4 sq.m ( 91 sq.ft)  
 Store 4.5 sq.m ( 49 sq.ft)  
 Store 8.4 sq.m ( 90 sq.ft)

Total Net Internal Area 124.4 sq.m (1,339 sq.ft)

##### First Floor (not inspected – information provided by vendor)

Two Self-Contained Flats, with each flat providing a kitchen, living room, two bedrooms and a bathroom/toilet

##### Outside:

Rear Garden, with external storage buildings and toilet, serving the shop

##### Tenancy Details:

We are informed by the vendor, that each of the flats is currently let, and

producing a rental income of £425, per calendar month, each. Thus, the gross rental income from the two flats is currently £10,200, per annum.

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233

##### Energy Performance Certificate:

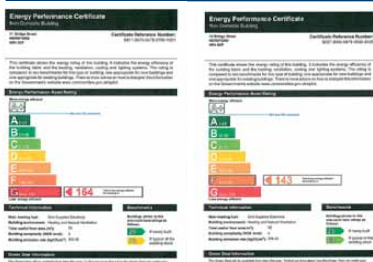
The EPC for this property was commissioned on 15th August 2013. This will be added to the Legal Pack and available on our website.



## LOT 56

## Freehold Commercial Premises By Instruction of the Mortgagees Not In Possession Guide Price: £74,000 - £78,000

10 – 11 Bridge Street, Hereford, HR4 9DF



### Property Description:

A pair of ground floor retail units located in a three storey double fronted building surmounted by a tiled roof directly fronting the pavement, and are accessed via a shared walkway. The Property further includes four flats to the first and second floor that are subject to long leasehold interests for terms of 125 Years from the 1st January 2002. Bridge Street is situated in Hereford Town Centre and is located between Kings Street and St Martins Street.

Please note the property has not been internally inspected by the auctioneers however we understand from the Valuation Office Agency that the internal area is approximately as follows:

### Accommodation:

#### Ground Floor:

Number 10: 33.08m (356 sq ft)  
Number 11: 29.76m (320 sq ft)

The receivers have provided copies of the rolling agreements which detail the rent to be as follows, however we are unable to verify these due to the nature of the sale.

Number 10: £541.67 per month  
(£6,500.04 per annum)

Number 11: £500.00 per month  
(£6,000.00 per annum)

### Legal Documents:

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

### Viewings:

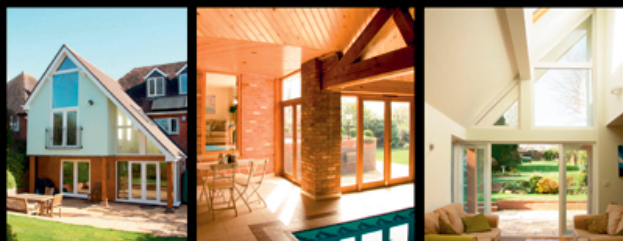
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### Important Note:

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The Mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies that may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

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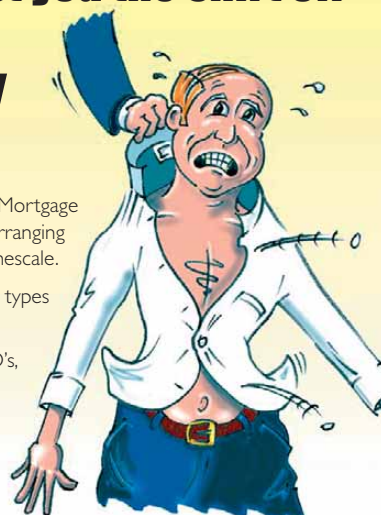
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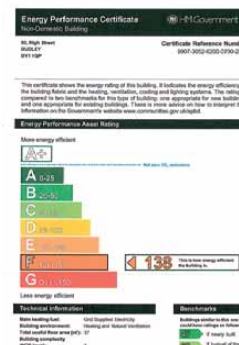
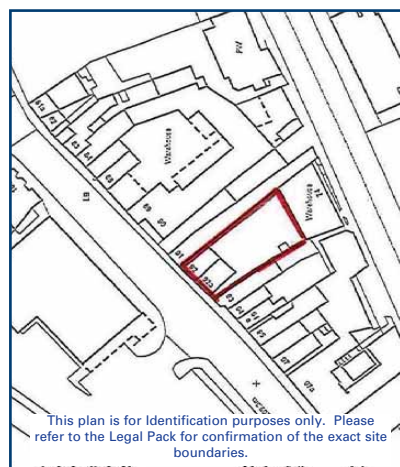


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**LOT 57**
**Two Freehold Retail Shops - Part Investment**

Guide Price: £60,000 to £70,000

**92 – 92A High Street, Dudley, West Midlands DY1 1QP**

**Property Description:**

A three storey double fronted building of traditional brick construction surmounted by a pitched roof comprising two ground floor retail shops with accommodation to the first and second floors over which is currently inaccessible and in dilapidated condition. The property is situated directly fronting High Street opposite the Asda Superstore which generates a high volume of passing trade.

**Tenancy Information:**

92 High Street: Currently Vacant  
 92A High Street: Currently Let holding over on a lease which commenced on 24th March 2003 for a term of six years at a rental of £3,950 per annum

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

92 High Street  
 Shop Premises: 18.9sq.mtrs (203sq.ft)  
 Store: 17.5sq.mtrs (188sq.ft)

**Lobby and Toilet**

92A High Street  
 Retail Shop: 25.3sq.mtrs (272sq.ft)  
 Store/Kitchenette: 16.7sq.mtrs (180sq.ft)

**Toilet**
**First/Second Floors:**

Inaccessible and in dilapidated condition

**Outside:**

(Rear) Garden  
 Site Area: Approximately 470sq.mtrs (0.1 acres)

**Legal Documents:**

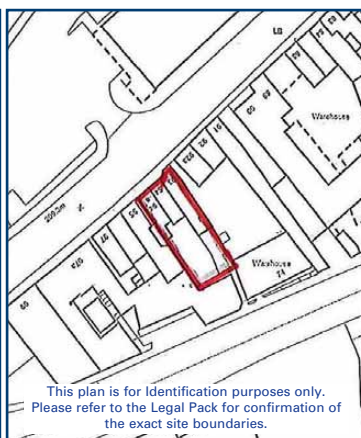
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233


**LOT 58**
**Three Freehold Retail Shops - Part Investment**

Guide Price: £90,000 to £98,000

**93, 94, 94A High Street, Dudley, West Midlands DY1 1QP**

**Property Description:**

A substantial traditional premises of two storey brick construction surmounted by a pitched roof and comprising of three retail shops with further accommodation to the first floor. The property is situated directly fronting High Street opposite Asda Superstore which creates a large volume of passing trade.

October 2010 until 29th October 2016 at a rental of £4,500 per annum with three yearly rent reviews.  
 94A High Street: Vacant

**Accommodation:**
**93 High Street:**

**Ground Floor:**  
 Retail Shop: 54sq.mtrs (582sq.ft)  
 Toilet

**First Floor:**

Office: 22.9sq.mtrs (247sq.ft)

**94 High Street:**
**Ground Floor:**

Retail Shop: 24.1sq.mtrs (259sq.ft)  
 Rear Store: 11.8sq.mtrs (127sq.ft)  
 Stairs to

**First Floor:**

Salon: 15.2sq.mtrs (164sq.ft)  
 Kitchenette and Toilet

**94A High Street:**
**Ground Floor:**

Retail Shop: 14.5sq.mtrs (156sq.ft)  
 Rear Office: 14.1sq.mtrs (152sq.ft)  
 Toilet

**First Floor:**

Not Inspected

**Outside:**

Rear Garden Area

Site Area: 360sq.mtrs (0.09 acres)

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233


**Tenancy Information:**

93 High Street: Vacant  
 94 High Street: Currently let on a lease for a term of six years from 30th



## LOT 59

## Freehold Shop and Office Property – Substantially with Vacant Possession

Guide Price: £180,000 - £200,000

**69 – 71a Mere Green Road, Sutton Coldfield, West Midlands, B75 5BY**



### Property Description:

Sutton Coldfield is an affluent suburb of Birmingham, located approximately 9 miles north east of the city centre. The town is recorded as having a population of 105,000 in 2001.

The subject property is located on the north side of Mere Green Road, close to its junction with St James Road, and approximately 2 miles north of Sutton Coldfield Town Centre.

The property is located on the fringe of Mere Green, which is the main retail and commercial centre, serving the prosperous district of Four Oaks.

There is a Sainsbury's Superstore on Mere Green Road, within 200 metres of the subject property, as well as a Waitrose Supermarket on Belwell Lane. In addition there are a variety of independent and multiple retailers within Mere Green Centre, clustered around Lichfield Road, Mere Green Road and Belwell Lane.

The property comprises a predominately two storey building, with a single storey addition, currently arranged to provide three ground floor lock up shops, with self-contained first floor offices above.

The building is of brickwork construction, with a pitched slate roof. There is a single storey addition to the right hand side of the building facing from the front with a flat felt roof.

The property is offered substantially with vacant possession, although the ground floor lock up shop to the right hand side of the building, facing from the front, is occupied on a lease by a Lock-Smith.

The property is set back from Mere Green Road, behind a forecourt which provides off road vehicular parking.

### Accommodation:

#### Shop One (left hand side facing from the front):

Retail Area 399 sq.ft (37.1 sq.m)  
Kitchen 26 sq.ft (2.4 sq.m)  
Rear Lobby with wash basin and toilet  
Storage Area, (shared with middle unit) 95sq.ft (8.8 sq.m)

Total Net Internal Area, Shop One 520 sq.ft (48.3 sq.m)

#### Shop Two (middle):

Entrance Lobby (shared with lock-smith)  
Retail area 254 sq.ft (23.6 sq.m)  
Kitchen/Staff Room 79 sq.ft (7.3 sq.m)  
Toilet

Total Net Internal Area Shop 2 333 sq.ft (30.9 sq.m)

#### Shop Three (right hand side facing from front – lock-smith)

Entrance Lobby (shared with middle unit)  
Retail Area 242 sq.ft (22.5 sq.m)  
Store 60 sq.ft (5.6 sq.m)  
Toilet

Total Net Internal Area Shop 3 302 sq.ft (28.1 sq.m)

### Office Accommodation:

#### Ground Floor:

Entrance Lobby  
Store 45 sq.ft (4.2sq.m)

#### First Floor:

Landing  
Office (front) 181 sq.ft ( 16.9 sq.m)  
General Office 240 sq.ft (22.3 sq.m)  
Kitchen 57 sq.ft (5.3 sq.m)  
Toilet

Total Net Internal Area of Offices 523 sq.ft (48.6 sq.m)

### Outside:

Forecourt providing off road car parking

### Tenancy Details:

The property is offered substantially with vacant possession.

We understand the ground floor lock up shop to the right hand side of the building, facing from the front, is occupied by Four Oaks Lock Company, by way of a lease or tenancy agreement. We are informed the lease is for a term of 10 years from November 2006, at a rent of £100, per annum.

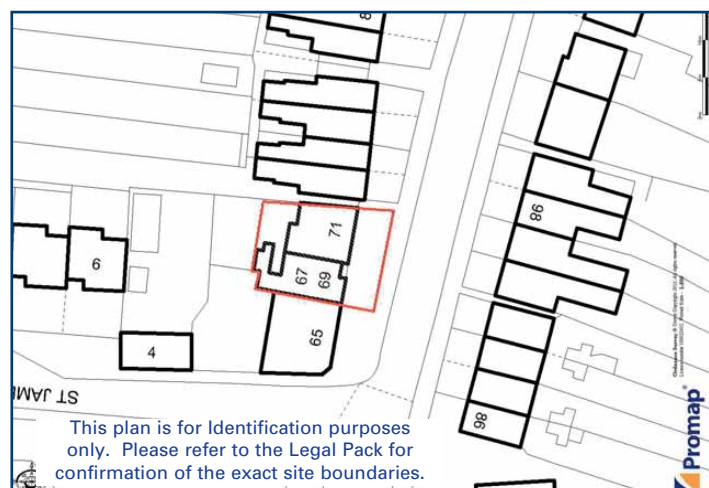
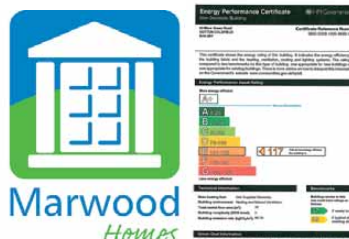
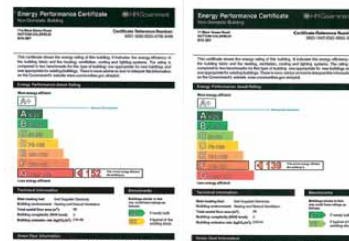
Please refer to the legal pack for full details of the tenancy agreement.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



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



**LOT 60**

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

**100 Remington Road, Walsall, West Midlands, WS2 7EE**



**Property Description:**

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing however does require some modernisation and improvement. Remington Road is located off both Darwin Road and Stephenson Avenue.

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Lounge, Dining Room, Kitchen and Store

**First Floor:**

Three Bedrooms and Bathroom having panelled bath and washbasin, Separate WC

**Outside:**

(Front) Walled Foregarden

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

**Legal Documents:**

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

**Viewings:**

Via Cottons  
0121 247 2233

**PAUL  
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**LOT 61**

**Freehold Land with Vacant Possession**  
Guide Price: £10,000 to £15,000

**Land to Rear of 334 Shaftmoor Lane, Hall Green, Birmingham B28 8SX**



**Description:**

A parcel of freehold land rectangular in shape, extending to an area of approximately 130 square metres and situated to the rear of 334 Shaftmoor Lane. The property directly fronts Springcroft Road and is approached by way of a gated access with dropped kerb and contains a former workshop premises which is currently dilapidated and the site is overgrown.

The land parcel forms part of a predominantly residential area and provides a useful amenity/storage facility with further potential for the erection of a replacement workshop/garage and it is deemed that all interested parties will discuss their proposals for the site with the local planning department at Birmingham City Council prior to bidding.

**Legal Documents:**

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

**Viewings:**

External Only



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





## Freehold Investment

### LOT 62 By Instruction of the Joint LPA Receivers

Guide Price: £70,000 To £77,000

### 28 Farndon Road, Alum Rock, Birmingham B8 3HS

#### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, part UPVC double glazed windows and three bedrooms. The property is set back from the road behind a paved foregarden and Farndon Road leads directly off Alum Rock Road which provides direct access to a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy at a rental of £103.85 per week (£5,400 per annum).

#### Accommodation:

##### Ground Floor:

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

##### First Floor:

Stairs and Landing, Three Bedrooms

##### Outside:

(Front) Paved foregarden



(Rear) Paved yard and garden with brick stores and shared pedestrian entry access

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233

## Freehold Vacant Possession

### LOT 63

Guide Price: £68,000 - £74,000

### 16 Ashcroft Grove, Perry Barr, Birmingham B20 3JW

#### 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. Ashcroft Grove is located off Burton Wood Drive which in turn can be found off Livingstone Road.

#### Accommodation:

##### Ground Floor:

Entrance Hallway, Through Lounge, Kitchen and Rear Store Room

##### First Floor:

Three Bedrooms and Shower/Wet Room having shower, wash basin and WC

##### Outside:

(Front) Lawned Foregarden

(Rear) Garden



#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233

## LOT 64

## Leasehold Vacant Possession

Guide Price: £55,000 - £59,000

### 90 Dorrington Road, Perry Barr, Birmingham, West Midlands B42 1QT



#### Property Description:

A three bedroomed semi-detached 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. The property further benefits from having the potential to provide off road parking to the rear accessed via a service road. Dorrington Avenue is located off Lavendon Road and Rocky Lane.

#### Accommodation:

##### Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Side Lean-to.

##### First Floor:

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

##### Outside:

(Front) Walled foregarden

(Rear) Garden

#### Leasehold Information

Term: 99 years from 29th September 1938

Ground Rent: £15.00

#### Legal Documents:

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

#### Viewings:

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# Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

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

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact



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

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## A1 Introduction

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

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

## A2 Our role

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

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

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

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

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

## A3 Bidding and reserve prices

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

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

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

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

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

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

## A4 The particulars and other information

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

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

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

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

## A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

## G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

## G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

## G3. Between contract and completion

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

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

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

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

## G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

#### G5. Transfer

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

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

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

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

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

#### G6. Completion

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

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

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

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

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

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

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

#### G7. Notice to complete

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

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

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

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

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

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

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

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

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

#### G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

#### G10. Interest and apportionments

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

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

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

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

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

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

#### G11 Arrears

##### Part 1 Current rent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### G12. Management

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

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

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

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

#### G13. Rent deposits

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

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

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

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

#### G14. VAT

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

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

#### G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

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

#### G16. Capital allowances

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



respect of the **lot**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

#### **G20. TUPE**

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

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

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

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

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

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

#### **G21. Environmental**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **G25. Warranties**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

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

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

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



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