

16th APRIL 2015

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 16th APRIL 2015

11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB

VILLA PARK

BIRMINGHAM

B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

Credit card or Business card Payments

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

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

ID

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

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

Third Party Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Misrepresentation Act

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

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

Definition

Definition of Guide Prices

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

Definition of Reserve Price

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

A Collective Auction Sale of 59 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 Coventry City Council, Banks, Receivers, Solicitors, Joint Property Agents, Companies and Private Clients.

Order of Sale

1 10 CEDAR CLOSE, WALSALL, W55 4LJ	Freehold Vacant Residential	47 FLAT 11, BLOSSOMFIELD COURT, BIRMINGHAM, B38 8NE	Leasehold Vacant Residential
2 LAND AT MANOR WAY, HALESOWEN, B62 8RJ	Freehold Land	48 13 CAUSEWAY GREEN ROAD, OLDBURY, WEST MIDLANDS, B68 8LA	Freehold Residential & Bdlg Plot
3 150 CLEVELAND TOWER, HOLLOWAY HEAD, BIRMINGHAM, B1 1UE	Leasehold Residential Investment	49 34 LEES STREET, WINSON GREEN, BIRMINGHAM, B18 5DB	Leasehold Vacant Residential
4 11 OATLANDS WALK, DRUIDS HEATH, BIRMINGHAM, B14 5QD	Freehold Vacant Residential	50 45 WESTERN ROAD, SUTTON COLDFIELD, WEST MIDLANDS, B73 5SP	Leasehold Vacant Residential
5 32 BRADES ROAD, OLDBURY, WEST MIDLANDS, B69 2ET	Freehold Vacant Residential	51 72 JERVOISE STREET, WEST BROMWICH, WEST MIDLANDS, B70 9LZ	Freehold Vacant Residential
6 118 MILL LANE, QUINTON, BIRMINGHAM, B32 3BE	Freehold Vacant Residential	52 99 GLADYS ROAD, SMETHWICK, WEST MIDLANDS, B67 5AN	Freehold Vacant Residential
7 83 HIGH STREET, DUDLEY, WEST MIDLANDS, DY1 1QP	Freehold Vacant Commercial	53 151 OAKHURST ROAD, ACOCKS GREEN, BIRMINGHAM, B27 7PB	Freehold Residential Investment
8 143 HARRISON STREET, BLOXWICH, WALSALL, WS3 3HN	Freehold Residential Investment	54 FLAT 1, 47 UPTON ROAD, STETCHFORD, BIRMINGHAM, B33 8SX	Leasehold Vacant Residential
9 70 BLACKWELL STREET, KIDDERMINSTER, WORCS, DY10 2EL	Freehold Vacant Commercial	55 THE PARKRIDGE CENTRE, PALADINE WAY, COVENTRY, CV3 1NE	Freehold Sports Facility
10 137 BOLDMERE ROAD, SUTTON COLDFIELD, WEST MIDS, B73 5UL	Freehold Vacant Residential	56 LAND ADJ. TO 1 WOOD LANE, WEST BROMWICH, WEST MIDS, B70 9PZ	Freehold Development Land
11 85 BRADES ROAD, OLDBURY, WEST MIDLANDS, B69 2EB	Freehold Vacant Commercial	57 LAND AT THE HOLLIES, DOVASTON, OSWESTRY, SHROPS, SY10 8DS	Freehold Building Plot
12 6 OSBOURNE CLOSE, ASTON, BIRMINGHAM, B6 5UL	Leasehold Residential Investment	58 88 WILLOWS CRESCENT, CANNON HILL, BIRMINGHAM, B12 9ND	Freehold Vacant Residential
13 173-175 HIGH STREET, DERITEND, BIRMINGHAM, B12 0LD	Freehold Commercial Premises	59 10 PAGET STREET, KIBWORTH, LEICESTER, LE8 0HW	Freehold Residential Investment
14 UNIT 17, HEATH ROAD, WEDNESBURY, WEST MIDS, WS10 8XE	Freehold Vacant Commercial		
15 62 HAWKINS STREET, WEST BROMWICH, WEST MIDS, B70 0QS	Freehold Vacant Residential		
16 4 STAFFORD STREET, WILLENHALL, WEST MIDS, WV13 1TQ	Freehold Commercial Investment		
17 6 STAFFORD STREET, WILLENHALL, WEST MIDS, WV13 1TQ	Freehold Commercial Investment		
18 7 STAFFORD STREET, WILLENHALL, WEST MIDS, WV13 1TG	Freehold Commercial Investment		
19 2A THE OAK WALK, NORTHFIELD, BIRMINGHAM, B31 4HA	Freehold Vacant Residential		
20 AYLESFORD CARE CENTRE, AYLESFORD ST, COVENTRY, CV1 5HJ	Freehold Vacant Care Home		
21 8 CHURCHFIELD AVENUE, TIPTON, WEST MIDLANDS, DY4 9NF	Leasehold Vacant Residential		
22 34 CHURCHFIELD AVENUE, TIPTON, WEST MIDLANDS, DY4 9NF	Leasehold Vacant Residential		
23 9 HIGHBURY ROAD, SMETHWICK, WEST MIDLANDS, B66 1QX	Freehold Vacant Residential		
24 48 BICKLEY ROAD, BILSTON, WEST MIDLANDS, WV14 7BT	Freehold Residential Investment		
25 5 PALMERSTON ROAD, SPARKBROOK, BIRMINGHAM, B11 1LH	Freehold Vacant Residential		
26 238 CRANES PARK ROAD, SHELDON, BIRMINGHAM, B26 3SU	Freehold Retail Premises		
27 STAMBERMILL WORKS, BAGLEY STREET, STOURBRIDGE, DY9 7AR	Freehold Industrial Estate		
28 UNIT 12 PHOENIX BUSINESS PARK, AVENUE CLOSE, B'HAM, B7 4NU	Freehold Vacant Commercial		
29 35 BLEWS STREET, BIRMINGHAM, B6 4HN	Freehold Investment Opportunity		
30 6 ROSEVILLE COURT, CASTLE STREET, BILSTON, WEST MIDS, WV14 9ES	Freehold Vacant Residential		
31 29 BECKETT STREET, BILSTON, WEST MIDLANDS, WV14 7NS	Freehold Vacant Residential		
32 96B JEFFCOCK ROAD, WOLVERHAMPTON, WV3 7AF	Leasehold Vacant Residential		
33 590 PARKFIELD ROAD, WOLVERHAMPTON, WV4 6EL	Freehold Vacant Residential		
34 UNITS 24/24A REDDICAP TRADING ESTATE, SUTTON C'FIELD, B75 7DF	Freehold Vacant Commercial		
35 UNIT 43 MIDDLEMORE IND ESTATE, SMETHWICK, B66 2EA	Leasehold Vacant Commercial		
36 44 STRINGES LANE, WILLENHALL, WEST MIDLANDS, WV13 1LU	Freehold Vacant Commercial		
37 62 PARKES STREET, WILLENHALL, WEST MIDLANDS, WV13 2LP	Freehold Residential Investment		
38 116 WILLENHALL STREET, WEDNESBURY, WEST MIDS, WS10 8HW	Freehold Residential Investment		
39 9B SILVER STREET, KETTERING, NORTHAMPTONSHIRE, NN16 0BN	Freehold Residential Property		
40 114 WESTON LANE, TYSELEY, BIRMINGHAM, B11 3RX	Freehold Vacant Residential		
41 LAND NORTH OF BRAYBROOKE ROAD, BRAYBROOKE, LE16 8LH	Freehold Land		
42 REAR OF 1369 PERSHORE ROAD, STIRCHLEY, BIRMINGHAM, B30 2JR	Freehold Vacant Commercial		
43 REDEVELOPMENT SITE ADJ 12 LLOYD HILL, PENN, WV4 5NE	Freehold Development Land		
44 FLAT 6, HEATHER COURT, 48 RUSSELL ROAD, MOSELEY, B13 8RF	Leasehold Vacant Residential		
45 CARETAKERS HOUSE, BLACKBERRY LANE, COVENTRY, CV2 3JS	Freehold Residential & Bdlg Plot		
46 ENGINEERS HOUSE, BLACKBERRY LANE, COVENTRY, CV2 3JS	Freehold Residential & Bdlg Plot		

Auctioneers

Andrew J. Barden MRICS, FNAVA, John Day FRICS, FNAVA,

Kenneth F. Davis FRICS

Valuers Ian M. Axon, Stephen D. Sutton B.Sc. (Est.Man.) FRICS

Dan O'Malley B.Sc. (Hons.) HND

Auction Manager Sue Worrall

Auction Team Richard Longden B.Sc. (Hons.) MRICS,

Peter C. Longden FRICS, Nada Turton, Julie Murphy,

Sharron Sheldon, Joanne Palmer, Trish Doyle, Derek Dolphin,

Ossie O'Malley, Kevin Hogan, Andrew Smith, Nick Burton and

Richard Gaines.

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

ID REQUIREMENTS

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

DEPOSIT/PAYMENT METHODS

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

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

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

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

LOT 1

Freehold Vacant Possession

*Guide Price: £65,000 - £69,000

10 Cedar Close, Walsall, West Midlands WS5 4LJ

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a foregarden and shared driveway allowing access to garage. The property benefits from having double glazing and gas fired central heating however does require some modernisation and improvement. Cedar Close is located off Cherry Tree Avenue which in turn is found off Maple Drive

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen and Lean-to

First Floor

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

Outside:

Front Foregarden and shared driveway giving access to garage

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £495 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £195 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits 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

LOT 2

Freehold Land

*Guide Price: £10,000 - £20,000 + VAT

By Instruction of the Joint LPA Receivers

Land, Manor Way, Halesowen, West Midlands B62 8RJ

Property Description:

A parcel of Freehold land prominently located adjacent to a Petrol Station and directly opposite an Audi dealership. The site itself extends to approximately 0.53 Acres (0.21 Ha) and has a substantial frontage of approximately 50 metres facing Manor Way. The land is situated virtually opposite the junction of Manor Lane, approximately three quarters of a mile distance from both the M5 motorway (junction 3) and from Halesowen Town Centre.

Planning

The site previously contained a Little Chef restaurant and associated car parking which was demolished several years ago. We are advised by Dudley MBC planning department that the site is located within the designated Green Belt.

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

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only



LOT 3

Leasehold Investment

*Guide Price: £50,000 - £57,000

Flat 150 Cleveland Tower, Holloway Head, Birmingham, West Midlands B1 1UE

Property Description:

A well laid out purpose built flat situated on the 20th floor of a prominent block located at the junction of Holloway Head and Bristol Street and enjoying superb views over the north west and north eastern parts of the City and beyond. The development itself occupies a central location close to such landmark buildings as the Mailbox and Beetham Towers/Radisson Hotel and benefits from convenient access to both the central shopping area which includes the Bullring and to Broad Street which provides a wide range of leisure and entertainment facilities. The property itself benefits from gas fired central heating and UPVC double glazed windows and is currently let on an Assured Shorthold Tenancy at a rental of £500 pcm (£6,000 per annum)

Panoramic View



Accommodation

Ground Floor

Communal Entrance with security door entry system and resident concierge. Lift Access to

20th Floor

Communal Landing, Reception Hall with Store Cupboard, Bathroom with panelled bath, wash basin and wc, Lounge with Balcony, Kitchen, Double Bedroom

Leasehold Information

Terms: 125 Years from 20 September 1982

Ground Rent: £10

Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 4

Freehold Vacant Possession

*Guide Price: £55,000 - £60,000

11 Otlands Walk, Druids Heath, Birmingham, West Midlands B14 5QD

Property Description:

An end terraced house surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating but requiring modernisation and improvement throughout. The property forms part the residential area known as Druids Heath and is best accessed from the rear off Stapleford Croft which leads off Druids Lane and which in turn leads off Bells Lane. The property is conveniently located for access to a wide range of retail shops and amenities being approximately one mile to the east of Kings Norton Green and two miles to the south of Kings Heath High Street.

Accommodation

Ground Floor

Entrance Porch, Reception Hall, Breakfast, Kitchen with walk-in cupboard, Full Width Lounge/Dining Room

First Floor

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

Outside:

Front: Lawned foregarden

Rear: Lawned garden with rear pedestrian access off Stapleford Croft

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 5

Freehold Vacant Possession

*Guide Price: £58,000 - £64,000

32 Brades Road, Oldbury, West Midlands B69 2ET

Property Description:

A mid terrace property of brick construction, set back from the road behind a lawned foregarden. The property benefits from having part UPVC double glazing and a vehicular right of way to the rear accessed off Goldencrest drive. The property does require modernisation and improvement.

The property is situated on Brades Road, close to the junction with Dingle street.

Accommodation:

Ground Floor

Entrance Hall, Through Lounge, Kitchen, WC

First Floor

3 Bedrooms and Bathroom with panelled bath, wash basin and WC.

Outside:

Front: Lawned foregarden.

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 6

Freehold Vacant Possession

*Guide Price: £75,000 - £79,000

118 Mill Lane, Quinton, Birmingham, West Midlands B32 3BE

Property Description:

A semi detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing. Mill Lane is located off Millmead Road which in turn is found off Middle Acre Road

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen and Lean-to

First Floor

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

Outside:

Front Walled foregarden

Rear Lawned garden

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

Viewings– Via Cottons – 0121 247 2233



LOT 7
Freehold Vacant Possession

*Guide Price: £50,000 PLUS

83 High Street, Dudley, West Midlands DY1 1QP
Property Description:

A Grade II Listed three storey mid terraced hotfood takeaway/retail premises with ancillary accommodation to the upper floors situated directly fronting High Street close to the junction with Stafford Street. High Street contains a range of retail premises including an Asda superstore which is virtually opposite and the property is within walking distance of the main Town Centre. The property is of brick construction having a parapet to the front elevation with a pitched tile clad roof.

Accommodation:
Ground Floor

Retail Premises: 37.81sq.mtrs (407sq.ft) with double display windows and stainless steel partly clad walls.

Food Preparation Room: 8.81sq.mtrs (94sq.ft), Rear Store Room: 9.28sq.mtrs (99sq.ft), Lobby, Staff Toilet with wc and wash basin, Inner hall/Side Entrance to stairs and landing

First Floor

Kitchen: 12.91sq.mtrs (138.95sq.ft)
 Shower Room with shower, wash basin and wc

Room One: 15.87sq.mtrs (170.84sq.ft)

Second Floor

Room Two: 16.74sq.mtrs (180.20sq.ft)

Room Three: 10.01sq.mtrs (107.83sq.ft)

Outside:

Pedestrian right of way to rear yard area containing a derelict store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


Cottons
 CHARTERED SURVEYORS

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

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

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

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

Tel 0121 247 2233

LOT 8

Freehold Investment
*Guide Price: £60,000 - £66,000

143 Harrison Street, Bloxwich, Walsall, West Midlands WS3 3HN

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from gas fired central heating and UPVC double glazed windows/external doors. Harrison Street runs directly between Field Road and High Street which provides convenient access to Bloxwich Town Centre containing a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy at a rental of £415 per calendar month (£4,980 per annum). The tenant has occupied the property since 2009 and has indicated they would like to remain at the property for the foreseeable future.

Accommodation

Ground Floor

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

First Floor

Stairs and Landing, Two Double Bedrooms

Outside:

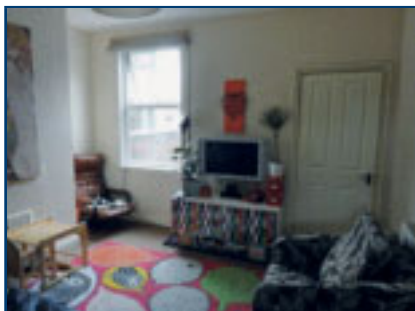
Front: Foregarden
Rear: Yard area, shared pedestrian access and a separate lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 9

Freehold Hot Food Takeaway Property with Vacant Possession
*Guide Price: £60,000-£70,000

70 Blackwell Street, Kidderminster, Worcestershire DY10 2EL

Property Description:

A two-storey freehold shop, last used as a Hot Food Takeaway occupying a prominent trading location on the corner of Blackwell Street and Union Street, within a well-established retail area.

The property is of two-storey brick construction with a pitched slate roof. The primary access to the shop premises is from Blackwell Street and there is a secondary side access leading off Union Street, which may be used to approach the rear of the shop or to provide separate access to the first floor accommodation.

The property occupies a Town Centre position, within Kidderminster, just outside the central Ring Road and close to a densely populated residential area.

The property is considered of interest to owner-occupiers and private investors.

Accommodation

Ground Floor

Retail Area: 17.2sq.m (185 sq.ft)
Rear Preparation Area: 11.8sq.m (127 sq.ft)
Wash-up Area: 2.8sq.m (30 sq.ft)
Toilet with WC and wash basin.

First Floor

Front Room: 15.8sq.m (170 sq.ft)
Rear Room: 13.9 sq.m (150 sq.ft)
Shower Room/Toilet with shower cubicle, WC and wash basin.

Total Net Internal Area:

61.5sq.m (662 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 10

Freehold Vacant Possession

*Guide Price: £125,000 - £135,000

137 Boldmere Road, Sutton Coldfield, West Midlands B73 5UL

Property Description:

A end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property requires modernisation and improvement throughout. The property is located on Boldmere Road within walking distance to the main shops and amenities

Accommodation:

Ground Floor

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

First Floor

Landing and Two Bedrooms

Outside:

Front Walled foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 11

Freehold Vacant Takeaway Premises

*Guide Price: £66,000 - £72,000

85 Brades Road, Oldbury, West Midlands B69 2EB

Property Description:

A two storey semi-detached property of brick construction surmounted by a tiled roof directly fronting the pavement. The property was previous used a hot food takeaway. The property benefits from having UPVC double glazing and is offered for sale with all the existing fixtures and fittings.

Accommodation:

Ground Floor

Retail/Serving Area (23.6 mtr.sq), Kitchen (18 mtr.sq) Storage Area x 2 and Side Entrance

First Floor

Two Rooms and WC

Outside:

Side Entrance

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 12

Leasehold Investment

*Guide Price: £35,000 - £39,000

6 Osbourne Close, Birmingham, West Midlands B6 5UL

Property Description:

A ground floor flat situated in a purpose built block of brick construction surmounted by a tiled roof. The property is set back from the road behind communal gardens to the front and allocated parking to the rear. The property benefits from having UPVC double glazing and electric heating. Osbourne Close is located off Park Road North. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £95 per week (£4,940 per annum)

Ground Floor:

Communal Entrance and Hallway with secure door entry system, Lounge/Bedroom, Kitchen, Dressing Area and Shower Room having shower cubicle, wash basin and WC,

Outside:

Front Communal gardens

Rear Allocated parking space

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 13

173-174 and 175 High Street, Deritend, Birmingham, B12 0LD



Property Description:

A freehold fire-damaged, end of terrace shop and former Church building, located in the vibrant and bohemian area of High Street, Deritend, Birmingham, approximately half a mile south east of the City Centre and close to the creative hub of The Custard Factory.

There are a diverse range of specialist retailers and entertainment venues located in this part of the City, creating an area rich in character.

The shop property comprises a two/three storey building of traditional brickwork construction with a pitched roof.

We have been unable to inspect the shop internally, due to the extent of recent fire damage and we are unable to offer prospective purchasers an opportunity to view or inspect the shop, prior to the Auction.

The Church comprises a landmark, Grade II Listed building, originally developed as a place of religious assembly and, more recently used for local meeting and commercial purposes.

The Church is well-known locally and has immense potential for alternative business or leisure-orientated uses, subject to statutory consents.

Although, within close proximity to the adjacent fire-damaged shop, the damage to the main Church building appears more superficial in nature and limited primarily to smoke damage. The Church will, however, require significant repair, improvement and adaption before it can be re-occupied.

The entire premises are subject to leases, although the tenants are not presently in occupation.

The roof space to the Church building is let to a telecommunications company and still produces useful rental income.

The entire property is likely to be of interest to owner-occupiers seeking to create unique and individual buildings, as well as developers who see the potential within this improving mixed use area.

The Auctioneers have been unable to inspect the entire property internally, due to the extent of recent fire damage.

Accommodation:

The accommodation details set out below are based on our inspection, coupled with historic information contained on the Valuation Office Agency Website, in connection with former Rating Assessments.

173-174 High Street (Former Church)

Ground Floor

Entrance Lobby with lift/hoist connecting various

floors: 8.7 sq m (94 sq ft)

Room: 34.5 sq m (372 sq ft)

Understairs Store: 15.5 sq m (167 sq ft)

Side Lean-to: 78.0 sq m (840 sq ft)

Hall: 37.4 sq m (403 sq ft)

Rear Lobby and Safe/Strongroom (not inspected):

9.4 sq m (102 sq ft)

Store: 6.9 sq m (74 sq ft)

Half-landing with toilet.

First Floor

Meeting Hall: 98.5 sq m (1,060 sq ft)

Second Floor

Meeting Hall with Stage: 109.3 sq m (1,176 sq ft)

Total Gross Internal Area: 398.4 sq m (4,288 sq ft)

First Floor, 173-174 High Street

Office: 20.3 sq m (219 sq ft)

Stores: 45.4 sq m (489 sq ft)

Kitchen: 6.7 sq m (72 sq ft)

Gross Internal Area: 72.4 sq m (779 sq ft)

175 High Street (Shop)

Ground Floor

Retail Area: 28.7 sq m (309 sq ft)

Workshop: 13.9 sq m (150 sq ft)

Workshop: 17.7 sq m (191 sq ft)

Internal Storage: 12.8 sq m (138 sq ft)

Staff Toilets

Internal Storage: 27.6 sq m (297 sq ft)

The buildings are fire damaged and in poor, potentially dangerous condition. Interested parties should bring a torch to viewings and must exercise caution.

First Floor

Office: 19.1 sq m (206 sq ft)

Workshop: 19.1 sq m (206 sq ft)

Staff Room: 16.4 sq m (177 sq ft)

Second Floor

Office: 20.0 sq m (215 sq ft)

Internal Storage: 19.1 sq m (206 sq ft)

Net Internal Area: 194.4 sq m (2,093 sq ft)

Tenancy Details:

Interested parties should study the Legal Pack in order to assess for themselves, full details of various tenancies affecting the building.

We are, however, able to confirm briefly that the premises are subject to a lease dated 29th September 2009. The lease is for a term of 10 years, commencing 29th September 2009 and the initial rent was £7,500 per annum, exclusive.

The premises are affected by a second lease dated 1st September 2004. This lease was for a term of 6 years from 14th July 2004, so that the contractual term expired 13th July 2010.

The property is affected by significant fire and smoke damage and, accordingly, neither of the above tenants are currently in occupation.

The roof space is subject to an agreement dated 11th December 2009, to a telecommunications provider for the erection of a mast. The agreement is for a term of 10 years commencing 19th May 2006, subject to payment of a fee of £6,250 payable annually in advance.

As stated above, interested parties must refer to the Legal Pack for full details of the tenancy documents summarised herein.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Freehold Shop/Commercial Property and Church - Part Incoming Producing
***Guide Price: £250,000 PLUS**



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

LOT 14

Freehold Industrial Premises/Retail Warehouse with Vacant Possession

*Guide Price: £200,000 - £230,000

Relocation Sale due to Expansion of Existing Business

Unit 17, Radius Industrial Estate, Heath Road, Wednesbury, West Midlands, WS10 8XE



Property Description:

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

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

Outside:

Forecourt/front yard area providing customer parking and access

Gross Internal Area:

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

Eaves Height approximately 5.05mtrs (16.6ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



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

Accommodation:

Ground Floor

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

LOT 15
Freehold Vacant Possession

*Guide Price: £82,000 - £88,000

62 Hawkins Street, West Bromwich, West Midlands B70 0QS
Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a foregarden and driveway leading to garage providing secure off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Hawkins Street is located off Portobello Road which in turn is found off Tame Street

Accommodation:
Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Conservatory, Garage and Lean-to with WC

First Floor

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

Outside:

Front Foregarden and driveway leading to garage
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 16
Freehold Town Centre Retail Investment

*Guide Price: £100,000 - £110,000

4 Stafford Street, Willenhall, West Midlands WV13 1TQ
Property Description:

A two storey mid terraced retail premises comprising of a ground floor retail shop with storage over and forming part of an established parade located within Willenhall Town Centre which contains a wide range of both local and national retailers including Boots the Chemist which is located immediately adjacent to the subject property. Stafford Street joins the pedestrianised Market Place area and accordingly benefits from a high level of pedestrian foot flow increasing on market days and also enhanced by the presence of nearby Morrisons Superstore and a bus stop adjacent to the parade. The Town Centre serves the predominantly surrounding residential catchment area and is situated within approximately two miles distance to the west of the M6 Motorway (junction 10) and approximately three miles distance to the east of Wolverhampton City Centre.

Tenancy Information

The property is currently let as a charity shop trading as Cancer Research UK on a full repairing and insuring lease for a term of five years from 30th May 2013 and at a current rental of £11,400 per annum.

Accommodation
Ground Floor

Retail Shop: 42.61sq.mtrs (459sq.ft) having roller shutter protection, Store Room: 21.06sq.mtrs (226sq.ft) with wash room and separate wc

First Floor

Stairs to Store Room: 27.77sq.mtrs (298sq.ft)

Gross Internal Area

Ground Floor: 63.67sq.mtrs (685sq.ft)

First Floor: 27.77sq.mtrs (298sq.ft)

Total: 91.44sq.mtrs (984sq.ft)


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 17

Freehold Town Centre Retail Investment

*Guide Price: £100,000 - £110,000

6 Stafford Street, Willenhall, West Midlands WV13 1TQ

Property Description:

A two storey mid terraced retail premises comprising of a ground floor retail shop with storage over and forming part of an established parade located within Willenhall Town Centre which contains a wide range of both local and national retailers including Boots the Chemist which is contained within the same parade. Stafford Street joins the pedestrianised Market Place area and accordingly benefits from a high level of pedestrian foot flow increasing on market days and also enhanced by the presence of nearby Morrisons Superstore and a bus stop adjacent to the parade. The Town Centre serves the predominantly surrounding residential catchment area and is situated within approximately two miles distance to the west of the M6 Motorway (junction 10) and approximately three miles distance to the east of Wolverhampton City Centre.

Tenancy Information

The property is currently let as a charity shop trading as Sue Ryder Care on a full repairing and insuring lease for a term of fifteen years from 25th December 2002 subject to five yearly rent reviews and at a current rental of £12,000 per annum.

Accommodation

Ground Floor

Retail Shop: 49.49sq.mtrs (532sq.ft) having roller shutter protection, Store Room: 15.97sq.mtrs (171sq.ft) with wash room and separate wc

First Floor

Stairs to Store Room: 28.37sq.mtrs (305sq.ft)

Gross Internal Area

Ground Floor: 65.46sq.mtrs (704sq.ft)

First Floor: 28.37sq.mtrs (305sq.ft)

Total: 93.83sq.mtrs (1,010sq.ft)



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 18

Freehold Town Centre Retail Investment

*Guide Price: £100,000 - £110,000

7 Stafford Street, Willenhall, West Midlands WV13 1TG

Property Description:

A two storey corner retail premises comprising of a ground floor café/restaurant premises with storage over and forming part of an established parade located within Willenhall Town Centre which contains a wide range of both local and national retailers including Boots the Chemist which is contained within the same parade. The property is located on the corner of Stafford Street and Union Street which provides a valuable return frontage and forms part of the pedestrianised Market Place area and accordingly benefits from a high level of pedestrian foot flow increasing on market days and also enhanced by the presence nearby Morrisons Superstore and a bus stop adjacent to the subject property. The Town Centre serves the predominantly surrounding residential catchment area and is situated within approximately two miles distance to the west of the M6 Motorway (junction 10) and approximately three miles distance to the east of Wolverhampton City Centre.

Tenancy Information

The property is currently let as a Café/Restaurant premises trading as Tom's Corner Cafe on a full repairing and insuring lease for a term of ten years from 13th May

2011 subject five yearly rent reviews and at a current rental of £12,000 per annum.

Accommodation

Ground Floor

Café/Restaurant Premises: 75.18sq.mtrs (809sq.ft) having roller shutter protection, laid out to provide 52 covers, Servery, Kitchen and Preparation Room.

First Floor

Stairs and Landing to Store Room One: 32.83sq.mtrs (353sq.ft), Store Room Two: 11.77sq.mtrs (126sq.ft), Lobby, Washroom and Toilet

Gross Internal Area

Ground Floor: 75.18sq.mtrs (809sq.ft)

First Floor: 44.6sq.mtrs (480sq.ft)

Total: 119.78sq.mtrs (1,289sq.ft)

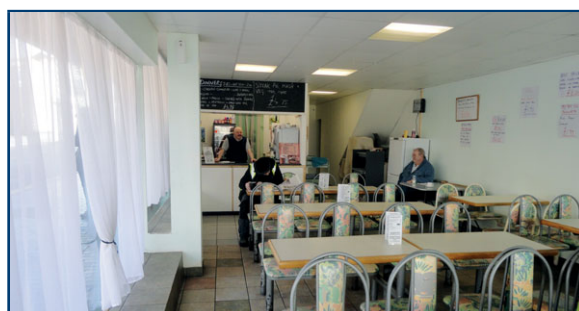


Legal Documents:

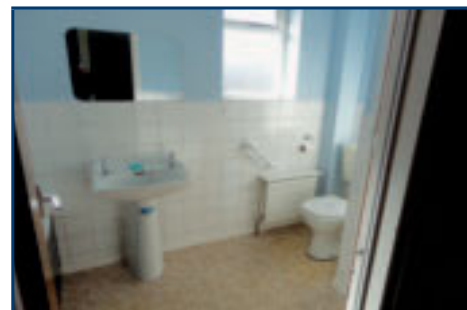
Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 19
Freehold Vacant Possession
 *Guide Price: £120,000 - £130,000

2A The Oak Walk, Northfield, Birmingham, West Midlands, B31 4HA
**Property Description:**

A modern detached house of two storey brick construction surmounted by a pitched tile clad roof and benefiting from well laid out family accommodation including four bedrooms and requiring modernisation and improvement throughout. The property is situated on The Oak Walk forms part of an established residential area and is located immediately adjacent to the Austin Village Conservation area which in turn leads off Turves Green and is conveniently within approximately one mile distance from town centres of both Northfield and Longbridge the latter continuing to undergo substantial redevelopment.

Accommodation:**Ground Floor**

Entrance Hall, Through Lounge/Dining Room, Inner Hall, Cloak Room with wc, Breakfast Kitchen, Integral Garage

First Floor

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

Outside:

Front: Foregarden with paved driveway and parking area leading to integral garage, pedestrian side access to rear,
 Rear: Yard area, garden and concrete hard standing

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



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

LOT 20

By Instruction of Coventry City Council

Aylesford Care Centre, Aylesford Street, Hillfields, Coventry, West Midlands CV1 5HJ



Property Description:

A purpose built care centre with part two storey but predominantly single storey accommodation occupying a substantial plot extending to approximately 1.02 acres (0.41 hectares). The property is securely fenced and forms part of an established residential area located directly off Aylesford Street which leads off Harnall Lane East and which in turn leads off Stoney Stanton Road (B4109). The property is located approximately half a mile distance to the north east of Coventry City Centre. The property has until recently been operating and is in a generally well maintained and functional condition capable of becoming occupied with only minor cosmetic improvement and provision of various fitments.

Planning

The property currently has the benefit of C2 Planning Consent for use as a hospital, care home, school, training centre and for residential accommodation for the purposes of care. The property may be suitable for a variety of alternative uses subject to obtaining planning consent from the local planning department at Coventry City Council and all interested parties are deemed to have made their enquiries prior to bidding.

Accommodation:

Ground Floor

The accommodation is approached by a central hallway containing Reception Area, Two Offices, Ladies and Gents Toilets and providing access to:

A single storey wing laid out around a central courtyard and including 25 Patient Rooms and Ancillary Accommodation comprising Five Bathrooms, Six Additional Toilets, Two Lounge/Dining Rooms, Dining Kitchen, Laundry Room and Stores

Part two storey section comprising:

Ground Floor

Kitchen, Therapy Room, Staff Room, Boiler Room, Two Offices, Toilets and various Stores, Separate Flat comprising Lounge, Bedroom, Kitchen and Bathroom

First Floor

With Lift Access, Four Offices, Therapy Room, Staff Room, Toilet and Store

Outside:

Surrounding grounds and garden with tarmacadam car parking area

Gross Internal Area

Ground Floor: 1,272.97sq.mtrs (13,702sq.ft)
First Floor: 184.28sq.mtrs (1,983sq.ft)
Total Floor Area: 1,457.25sq.mtrs (15,686sq.ft)

Total Site Area: 1.02 acres (0.41 hectares)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



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



Freehold Care Home with Vacant Possession
*Guide Price: **£225,000 - £250,000**



LOT 21

Leasehold Vacant Possession

*Guide Price: £25,000 - £30,000

8 Churchfield Avenue, Tipton, West Midlands DY4 9NF

Property Description:

A purpose built first floor flat forming part of a three storey block situated in a cul-de-sac located off Lichfield Street which in turn leads off Upper Church Lane (B4163). The property provides generous and well laid out accommodation which benefits from three bedrooms, gas fired central heating and part UPVC double glazing and further benefits from communal parking to the rear.

Accommodation

Ground Floor

Communal Entrance, Stairs and Landing

First Floor

Three Bedrooms, Lounge, Balcony, Kitchen and Bathroom having panelled bath, wash basin and Separate WC

Outside:

Surrounding communal gardens and parking area located to the rear

Leasehold Information:

Lease Term: 31st March 1987 to 1st July 2084

Ground Rent: £36 rising to £72 and additional rent

Service Charge : Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 22

Leasehold Vacant Possession

*Guide Price: £28,000 - £32,000

34 Churchfield Avenue, Tipton, West Midlands DY4 9NF

Property Description:

A purpose built second floor flat forming part of a three storey block situated in a cul-de-sac located off Lichfield Street which in turn leads off Upper Church Lane (B4163). The property provides generous and well laid out accommodation which benefits from three bedrooms, gas fired central heating and part UPVC double glazing and further benefits from communal parking to the rear.

Accommodation:

Ground Floor

Communal Entrance, Stairs and Landing

Second Floor

Three Bedrooms, Lounge (has been subdivided to provide two rooms) Balcony, Kitchen and Bathroom having panelled bath, wash basin and Separate WC

Outside:

Surrounding communal gardens and parking area located to the rear

Leasehold Information:

Lease Term: 27th March 1987 to 1st July 2084

Ground Rent: £36 rising to £72 and additional rent

Service Charge : Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LEGAL PACKS

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

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

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

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

LOT 23

Freehold Vacant Possession

*Guide Price: £72,000 - £76,000

9 Highbury Road, Smethwick, West Midlands B66 1QX

Property Description:

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

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen

First Floor

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

Outside:

Front Walled foregarden

Rear Patio area and lawned garden with brick built store and WC

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 24

Freehold Investment

*Guide Price: £65,000 - £70,000

48 Bickley Road, Bilston, West Midlands WV14 7BT

Property Description:

A semi-detached property of brick construction surmounted by interlocking tile clad roof, set back from the road behind a lawned foregarden.

The property benefits from having gas fired central heating and tarmac driveway to the side, allowing for off-road parking.

Bickley Road is located off Darlaston Lane.

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

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Kitchen, Stairs to

First Floor

Having two Bedrooms and Bathroom with panelled bath, wash basin and WC.

Outside:

Front: Lawned foregarden and tarmac driveway, allowing for off-road parking.

Rear: Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Cottons
 CHARTERED SURVEYORS

PROXY & TELEPHONE BIDDING

We can arrange to set up Telephone or Proxy Bids, if you are unable to attend the Auction.

Please contact the Auction Team on
 0121 247 2233

For further details and Terms & Conditions

LOT 25

Freehold Vacant Possession
*Guide Price: £148,000 - £158,000

5 Palmerston Road, Sparkbrook, Birmingham, West Midlands B11 1LH

Property Description:

A substantial three storey traditional built mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from gas fired central heating, UPVC double glazed windows and five bedrooms. Palmerston Road forms part of an established residential area and leads directly off Stratford Road (A34) which provides access to a wide range of local shops and amenities

Accommodation:

Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Dining Kitchen, Shower Room with wc and wash basin, Sun Room

First Floor

Stairs and Landing, Bedroom One (large double), Bedroom Two (double), Bedroom Three (single), Bathroom with panelled bath, pedestal wash basin and wc

Second Floor

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

Outside:

Front Walled foregarden

Rear Side yard area and rear garden

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

Viewings – Via Cottons – 0121 247 2233



Charissa Chang
Corporate Development Manager

SERVICE

FAST

FLEXIBLE

While auctions may be unpredictable, you can always rely on us.

If you've fallen for a property or piece of land we'll bend over backwards to help you win it. Our experts are here to support you with flexible finance packages. So you can bid with confidence on all types of property.

- Fast response and flexible lending criteria
- Case by case individual assessment
- Transparent fees
- Award winning service

For professional use only



Call us on 0161 933 7155
visit www.auctionfinance.co.uk

Auction Finance Limited Registered in England and Wales. Company Registration No 05448875. Registered office: Lake View, Lakeside, Cheshire SK9 2JH

LOT 26
Freehold Retail Shop and Extended Living Accommodation

*Guide Price: £110,000 - £120,000

By Instructions of the Joint LPA Receivers
238 Cranes Park Road, Sheldon, Birmingham, West Midlands B26 3SU
Property Description:

An end terraced retail shop premises forming part of a neighbourhood parade located close to the junction with Mapledene Road and situated in the established residential area of Sheldon. The property contains extensive living accommodation having been substantially extended to the rear which has potential for merging with the existing shop premises to provide a substantial retail area. The property benefits from mostly double glazed windows and gas fired central heating and is set back from the road behind a paved forecourt. Cranes Park Road leads via Sheaf Lane directly off Coventry Road (A45) which provides direct access to the M42 Motorway (junction 6) and Birmingham City Centre.

Accommodation:
Ground Floor

Retail Shop: L-shaped Retail Shop 39.94sq.mtrs (429sq.ft) with aluminium shop front having roller shutter protection, Store: 2.8sq.mtrs (30sq.ft), Toilet with wc and wash basin

Living Accommodation:
Ground Floor

Kitchen, Utility Room, Bedroom Five/Reception Room, Hallway, Wet Room with shower, wash basin and wc, Lounge/Dining Room

First Floor

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

Second Floor

Stairs to Converted Attic Rooms comprising Landing Area, Two Rooms and Shower Room with shower, wash basin and wc

Outside:

Front: Paved forecourt, pedestrian side access to rear
 Rear: Paved yard area, lawned garden and gated vehicular access to a shared rear driveway

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233


Cottons
 CHARTERED SURVEYORS
RESIDENTIAL SALES

As well as assisting clients selling via auction, Cottons have a specialist Estate Agency team dedicated to marketing properties for sale on the open market via private treaty. Covering the whole of Birmingham we at Cottons are tailored to provide superior marketing methods and offer an extensive and diverse service to assist any client, regardless of their situation.

For a no obligation market appraisal and for further information of the service we provide please contact our Estate Agency Manager, Dan O'Malley.

0121 247 4747
domalley@cottons.co.uk

Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL
www.cottons.co.uk



LOT 27

Stambermill Works, Bagley Street, Stourbridge, West Midlands DY9 7AR



Property Description:

A opportunity to purchase an Industrial Estate comprising seven commercial units prominently situated fronting Bagley Street virtually opposite the junction with Lawrence Street and set back behind a secure gated forecourt.

The units are predominately of steel frame construction with brick/block and insulated profile sheeted walls surmounted by pitched roofs are clad in corrugated sheets and incorporating wire glazed roof lights. Unit 5 & 6 comprises single storey brick built offices and Unit 7 has a timber framed roof and clad with profiled metal sheeting and is self contained including a separate tarmacadam car park/yard.

Unit one is currently let with the remainder of the estate is vacant and the property is ideally suited to an investor seeking to carry out various improvements to the units and maximise occupancy.

The property forms part of a mixed commercial and residential area is located within one mile to the east of Stourbridge Town Centre and five miles to the west of M5 motorway (junction 3).

Tenancy Information

Unit 1 - Let for a term of five years from 1st September 2011 at a rental of £16,500 per annum.

Estimated Potential Rental Income (when full let): approx. £70,000 per annum

Accommodation

Unit 1: Commercial Unit - 507.69sq.mtrs (5,465sq.ft)

Unit 1a: First Floor Storage - 71.81sq.mtrs (773sq.ft)

Unit 2: Commercial Unit - 496.08sq.mtrs (5,340sq.ft)

Unit 3: Commercial Unit - 307.59sq.mtrs (3,311sq.ft)

Unit 4: Commercial Unit - 571.33sq.mtrs (6,150sq.ft)

Unit 5/6: Offices - 49.6sq.mtrs (534sq.ft)

Unit 7: Commercial Unit - 241.54sq.mtrs (2,600sq.ft)

Total Floor Area: 2,245.64sq.mtrs (24,173sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



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



Freehold Industrial Estate Investment Opportunity - Part Let
***Guide Price: £280,000 - £300,000**

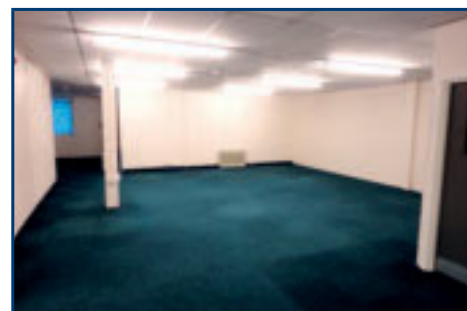


LOT 28

Freehold Vacant Modern Office/Workshop Premises

*Guide Price: £128,000 - £138,000 (+ VAT)

Unit 12 Phoenix Business Park Avenue Close, Avenue Road, Aston, Birmingham, B7 4NU



Property Description:

A modern office/workshop premises forming part of a business park located directly off Avenue Road. The property is of two storey steel framed construction with brick/block walls surmounted by a pitched roof and benefits from double glazed windows, suspended ceilings with recessed cat 2 lighting, ample electric and network points, mains fitted fire detection system, ventilation heating/cooling systems to all principle rooms, carpeting throughout, recently refitted toilet and kitchen facilities and has recently undergone redecoration. The property is ready for immediate occupation and provides flexible and well laid out accommodation and whilst having previously been used as offices would readily adapt to workshop/retail use on the ground floor utilising a full height loading shutter access which is currently unused and partitioned off. In addition the property provides ample customer and staff accommodation including 10 designated parking spaces. Avenue Road leads directly off Aston Road North which connects

with Dartmouth Circus and provides direct access onto the Aston Expressway (A38M).

Accommodation

Ground Floor

Reception Office with stairs off, Open Plan Office, Managers' Office, Walk-in Store, Kitchen with a range of modern fitments, Toilet with wc and wash room, Board Room

First Floor

Open Plan Office, Two Private Offices, Lobby, Ladies and Gents Toilets with wc and wash basin and Store

Outside:

Block paved forecourt providing allocated parking for 10 cars and loading access

Net Internal Area

Ground Floor: 133.78sq.mtrs (1,440sq.ft)

First Floor: 135.06sq.mtrs (1,464sq.ft)

Total: 268.84sq.mtrs (2,904sq.ft)

Note: A nominal service charge is payable for general estate maintenance and upkeep currently £541 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 29
Freehold Vacant Student Investment/Redevelopment Opportunity

*Guide Price: £180,000 - £195,000

35 Blews Street (The Former Globe Public House), Birmingham, West Midlands, B6 4HN

Property Description:

An ideal investment opportunity due to its proximity to both the City Centre and Aston University comprising a former public house situated at the junction with Blews Street and Manchester Street which leads off New Town Row (B41 14) providing direct access to Aston University being within approximately one quarter of a mile distance. The property is of traditional brick construction with pitched tile clad roof and whilst the ground floor accommodation requires refurbishment, the first floor accommodation which benefits from separate off street access has been refurbished to a modern contemporary standard to provide five student letting rooms with shared living room, kitchen and shower room accommodation all benefiting from UPVC double glazed windows and gas fired central heating.

Accommodation:
Ground Floor

Former Public House with Reception Hall, Former Bar Area/Room One, Lobby, Ladies and Gents Toilets, Five Rooms, Cellar access (not inspected)

First Floor

Separate Side Entrance Hall off Manchester Street, Stairs and Landing, Five Double Bedrooms, Two Shower Rooms each fully tiled with glazed shower

enclosure, pedestal wash basin and wc, Lounge/Dining Room opening to Kitchen with a range of modern fitted units

Outside:

Rear enclosed yard area with brick store

Gross Internal Area

Ground Floor (only): 142.66sq.mtrs (1,535sq.ft)

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 30

Freehold Vacant Possession

*Guide Price: £34,000 - £38,000

6 Roseville Court, Castle Street, Bilston, West Midlands WV14 9ES

Property Description:

A two bedroomed flat located on the second floor of a purpose built development of brick construction. The flat benefits from having UPVC double glazing and electric heating the property further benefits from having communal parking to the rear. Roseville Court is located off Castle Street however the residential element is accessed to the rear off Green Street (B4483).

Ground Floor

Communal Stairs and entrance

Second Floor

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

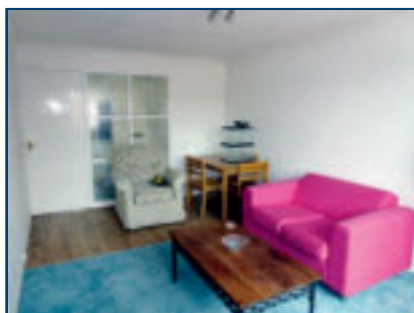
Outside:

Communal parking

Tenure

Freehold (Not Leasehold)

Service Charge : Refer to Legal Pack



LOT 31

Freehold Vacant Possession

*Guide Price: £88,000 - £96,000

29 Beckett Street, Bilston, West Midlands WV14 7NS

Property Description:

A three bedroomed detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating and has recently undergone some refurbishment works. Beckett Street is located off Mount Pleasant (B4484)

Accommodation:

Ground Floor

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

First Floor

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

Outside:

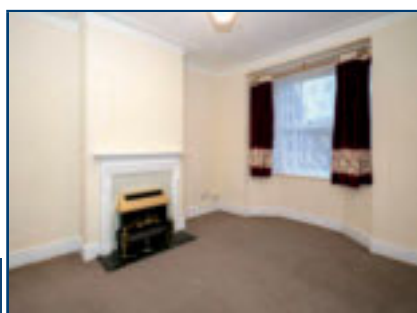
Front Walled foregarden

Rear Patio area and lawned garden with brick built store

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 32

Leasehold Vacant Possession

*Guide Price: £38,000 - £42,000

96B Jeffcock Road, Penfields, Wolverhampton, West Midlands WV3 7AF

Property Description:

A first floor flat forming part of a mid-terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a shared foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating and further benefits from having an allocated garden space accessed off Downham Place

Accommodation:

Ground Floor

Communal Entrance and stairs to

First Floor

Having Entrance Hallway, Lounge, Bedroom, Kitchen, Inner Lobby and Bathroom having

panelled bath with shower over, wash basin and WC

Outside:

Front Shared foregarden allowing for off road parking

Rear Allocated garden accessed off Downham Place

Leasehold Information:

Term : 99 years from 25 December 1984

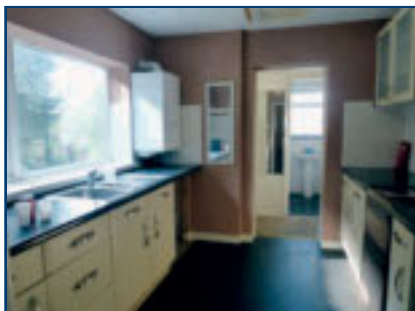
Ground Rent : peppercorn

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 33

Freehold Vacant Possession

*Guide Price: £56,000 - £62,000

590 Parkfield Road, Wolverhampton, West Midlands WV4 6EL

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 well laid out accommodation and double glazed windows. The property is located off Parkfield Road (A4039) close to the junction with Windsor Road. The property itself is within approximately one mile distance from Wolverhampton City Centre

Accommodation:

Ground Floor

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

First Floor

Landing and Three Bedrooms

Outside:

Front Walled foregarden

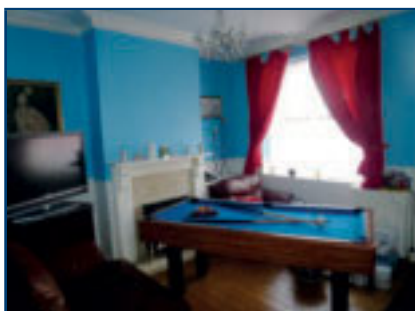
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 34

Units 24/24A Reddicap Trading Estate, Sutton Coldfield, B75 7BU



Property Description:

The property comprises a versatile combination of purpose-built workshop, warehouse and office premises, arranged in two separate self-contained buildings, developed on a rectangular-shaped site and including a useful yard, providing car parking or open storage space.

The front portion of the site is developed to provide a relatively modern two-storey building, offering a mix of office and storage accommodation. The building is set back from the estate roadway and the forecourt may be used for car parking.

There is vehicular access to either side of the two-storey office and storage building, providing access and egress to the rear yard and warehouse.

The rear portion of the site has been developed to provide a self-contained two bay workshop or warehouse building with basement storage premises beneath.

Each separate building is self-contained and therefore presents an opportunity for separate occupation.

The property is located approximately half a mile east of Sutton Coldfield Town Centre. Reddicap Trading Estate is one of the few established industrial locations within Sutton Coldfield and is within reasonable travelling distance of the M6 and M42 Motorways.

The fabric of the buildings has been modernised and improved in recent years and an occupier will benefit from a professional and business-like image.

The property has a total site area of 2185 sq m (0.54 acres)

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

Accommodation:

Front Office/Storage Building:

Two-storey Offices: 275.2 sq m (2,962 sq ft)

Two-storey Stores: 297.2 sq m (3,200 sq ft)

Total Gross Internal Area of Front

Office/Storage Building:

572.4 sq m (6,162 sq ft)

Rear Workshop/Warehouse Building:

Total Gross Internal Area

851.7 sq m (9,167 sq ft)

Basement Storage Premises: 687.5 sq m (7,400 sq ft)

It should be noted that there is vehicular access to either side of the basement premises, providing for flexible occupation.

Gross Internal Area: Entire Premises: 2,111.5 sq m (22,729 sq ft)

Outside:

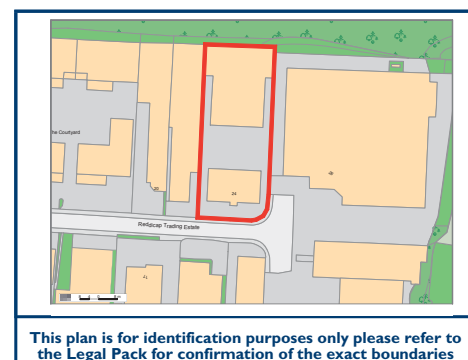
Rear yard providing useful open storage and parking space.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Freehold Workshop/Warehouse and Office Premises - Vacant Possession
*Guide Price: £410,000-£430,000 + VAT



LOT 35

Long Leasehold (121 Years Unexpired) Industrial/Warehouse Property with Vacant Possession

*Guide Price: £220,000 - £240,000

Unit 43 Middlemore Industrial Estate, Middlemore Road, Smethwick, B66 2EA



Property Description:

The premises comprise long leasehold, single storey industrial or warehouse premises, with integral office accommodation.

The building is mainly of concrete frame construction, with a variety of wall cladding materials, part-lined internally. The main roof is of pitched construction, again lined internally, and incorporating wired glass roof lights.

The warehouse benefits from an eaves height of approximately 4.27 metres and has a travelling crane facility.

Loading access to the workshop/warehouse building is from the front and side of the property.

The building is located in a well-established industrial area approximately one mile from Junction 1 of the M5 Motorway.

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

Accommodation:

The building provides the following accommodation.

Main Workshop/Warehouse
Works Toilets
Rear Lean-to
Two Integral Stores
Entrance Lobby
Office Accommodation
Store
Male and Female Toilet Facilities

Gross Internal Area:
1,001.6 sq m (10,781 sq ft)

Tenure::

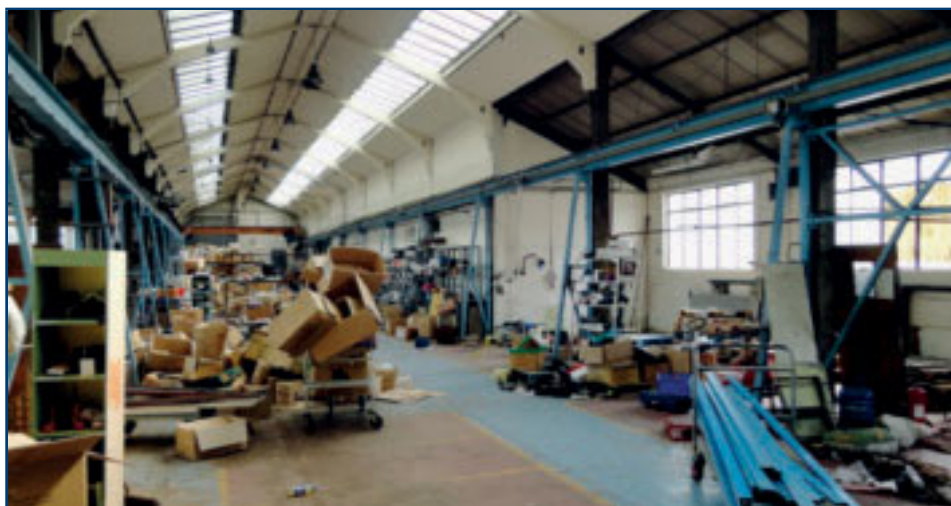
The property is held by way of a lease dated 6th July 1988. The lease is for a term of 150 years from and including 25th March 1986 at a current annual ground rent of £440, subject to fixed escalation provisions. Please refer to the Legal Pack for full lease details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 36
Freehold Workshop/Warehouse Property - Vacant Possession/Redevelopment Potential

*Guide Price: £120,000 - £140,000

44 Stringes Lane, Willenhall, West Midlands, WV13 1LU

Property Description:

A two-storey freehold workshop/warehouse property with significant re-development potential.

The property occupies a prominent corner position at the junction of Stringes Lane and St Anne's Road, in a mixed-use residential and commercial area, approximately half a mile north east of Willenhall Town Centre.

The National Motorway Network is accessible at Junction 10 of the M6 Motorway, approximately 3 miles to the east.

The building is currently arranged to provide open plan workshop or warehouse accommodation at both ground floor and first floor levels, with usual ancillary accommodation.

The site benefits from vehicular access to both the Stringes Lane frontage and the St Anne's Road frontage, where there is also a loading and car parking area.

The property has recently been repaired and partially refurbished, although further modernisation and improvement works will be needed before the property is reoccupied.

The planning history reveals a lapsed planning consent for the redevelopment of the property for residential purposes.

The property is likely to be of interest to both owner-occupiers, wishing to reinstate the buildings for industrial or warehouse use, as well as developers seeking to redevelop the site for residential purposes.

Ground Floor

Main Workshop, Works Office and Toilet

First Floor

Workshop/Storage Area with some partitioning

Gross Internal Area: 715.4 sq m (7,701 sq ft)

Outside:

Forecourt, servicing/parking area.

Planning:

By way of a Planning Application Ref. No. 11/0109/FL, submitted 11th February 2011, planning permission was granted, subject to conditions, by the Local Planning Authority, Walsall Council on 3rd May 2011, for the demolition of the existing buildings and the erection of nine apartments, comprising eight two-bed units and one, one-bed unit, with associated amenity facilities.

Although this planning permission has now lapsed, based on recent informal telephone discussions with the Local Planning Authority, it is likely that planning permission may be reinstated, subject to statutory consents and formal approval.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 37

Freehold Investment
*Guide Price: £70,000 - £76,000

62 Parkes Street, Willenhall, West Midlands WV13 2LP

Property Description:

Semi-detached property of rendered brick construction surmounted by tiled roof, set back from the road behind a walled foregarden.

The property benefits from having UPVC double glazing and gas fired central heating. Parkes Street is located off Tyler Road.

The property is currently let on an Assured Shorthold Tenancy, producing a rental of £500 per calendar month, £6,000 per annum. The tenant has been in occupation for in excess of five years.

Accommodation:

Ground Floor

Lounge, Kitchen and Bathroom, having panelled bath, wash basin and WC.

First Floor

Landing, three Bedrooms and WC.

Outside:

Front: Walled foregarden

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 38

Freehold Investment
*Guide Price: £75,000 - £79,000

116 Willenhall Street, Wednesbury, West Midlands WS10 8HW

Property Description:

An end terraced property of rendered brick construction surmounted by a tiled roof, set back from the road behind a walled foregarden, allowing access for off-road parking for numerous vehicles.

The property benefits from having double glazed windows and gas fired central heating.

The property is located on Willenhall Street, close to the junction with Yardley Street.

The property is currently let on an Assured Shorthold Tenancy, producing a rental of £600 per calendar month (£7,200 per annum).

Accommodation:

Ground Floor

Kitchen, Lounge, Bathroom, having panelled bath, wash basin and WC, Stairs to First Floor, Landing, 3 Bedrooms.

Outside:

Front: Walled foregarden with access allowing for off-road parking for numerous vehicles.

Rear: Garden.

Legal Documents:

Available at 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.

Service Provided By The Essential Information Group Ltd
www.eigroup.co.uk 0870 112 30 40

LOT 39
Freehold Part Investment/Flat Conversion

*Guide Price: £65,000 - £75,000

By Instruction of the Joint LPA Receivers
9B Silver Street, Kettering, Northamptonshire NN16 0BN
Property Description:

A residential investment opportunity forming part of a three storey brick built premises located within Kettering Town Centre and comprising accommodation to the first and second floors which has been partly converted into potentially three residential flats accessed from a central doorway leading directly off Silver Street. Kettering comprises of a Northamptonshire town being increasingly popular with commuters utilizing local rail links to London which is approximately 80 miles distance to the south, taking approximately one hour and furthermore is conveniently within a short drive from the A14 dual carriageway which provides direct access to both the M1 and M6 Motorways. The property benefits from part UPVC double glazed windows and whilst the second floor flat is currently let, the first floor accommodation has been subdivided to provide two separate flats albeit, conversion and improvement works are still required. All interested parties may wish to seek clarification from the planning department at Kettering council in respect of all conversion works which have been undertaken.

Tenancy Information

Second Floor Accommodation: Currently let on a Periodic Shorthold Tenancy Agreement which commenced on 1st January 2013 at a rent of £600 per calendar month (£7,200 per annum)

Accommodation:
Ground Floor

Central door access leading directly off Silver Street, Hallway and stairs to:

First Floor

Subdivided into two flats and requiring conversion and improvement works comprising:

Flat One: Partly converted with Entrance Hall, Shower Room having modern suite with glazed shower enclosure, pedestal wash basin and wc (partly fitted), L-Shaped Lounge/Kitchen (no fitments), Double Bedroom

Proposed Flat Two: (not converted) Two Rooms and Kitchen


Second Floor Flat

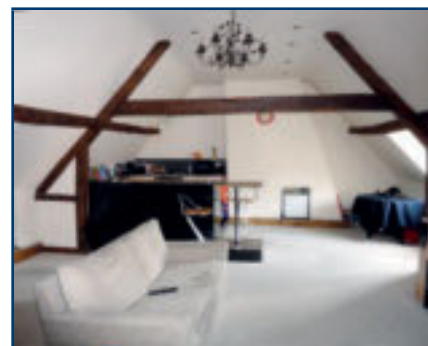
Stairs and Landing, L-Shaped Lounge/Dining Room/Kitchen, Two Double Bedrooms, Utility Room/Study, Shower Room with glazed shower enclosure, pedestal wash basin and wc and benefiting from gas fired central heating

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



Residential Lettings LANDLORDS IS YOUR PROPERTY EMPTY???

Due to the recent high demand for rental property, we urgently require new properties to rent.
We are an established regulated professional agent specialising in your area

We are able to offer

**A professional service from an experienced agent Extensive marketing
via the UK's largest websites, rightmove and findaproperty**

**Deposits registered with The Dispute Service
Legal expenses and rent guarantee available**

Call now for your free market appraisal

0121 247 2299

LOT 40

Freehold Vacant Possession

*Guide Price: £75,000 - £80,000

114 Weston Lane, Tyseley, Birmingham, West Midlands B11 3RX

Property Description:

A traditional three bedroom end terraced house of brick construction surmounted by an interlocking tile clad roof, having undergone recent refurbishment and benefiting from gas fired central heating, UPVC double glazed windows, new kitchen and shower room fittings, internal doors, carpets and redecoration. Weston Lane leads directly off Reddings Lane which in turn leads off Warwick Road (A41).

Accommodation:

Ground Floor

Glazed Porch, Lounge opening to Dining Room, Kitchen, Shower Room with glazed shower enclosure, pedestal wash basin and wc

First Floor

Stairs and Landing and Three Bedrooms

Outside:

Front: Walled foregarden
Rear: Veranda, paved yard and garden with rear pedestrian access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 41

Freehold Vacant Grazing Land (2.21 Acres)

*Guide Price: £12,000 - £16,000

Land North of, Braybrooke Road, Braybrooke, Market Harborough, Leicestershire LE16 8LH

Property Description:

A parcel of freehold grazing land currently contained on two titles and including an access way subject to third party rights over which leads directly off Braybrooke Road. The land is roughly rectangular in shape and forms part of the agricultural green belt and is generally well screened by way of a mature Leylandii hedge. The site contains some wooden stores along with a pond in the south west corner of the site. Braybrooke comprises of a picturesque village located in north west Northamptonshire and located approximately three miles distance to the south of Market Harborough and approximately five miles distance to the north of the A14 dual carriageway which provides

direct access to the M6 and M1 Motorways.

Total Site Area: 2.21 acres approximately (0.89 hectares)

Viewings:

External Only

Legal Documents:

Available at www.cottons.co.uk



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

LOT 42
Freehold Food Factory and Retail Unit - Vacant Possession with Redevelopment Potential

*Guide Price: £190,000-£210,000

Rear of 1369 Pershore Road (Known as 31/33 Lea House Road), Stirchley, Birmingham, B30 2JR

Property Description:

The property comprises a carefully adapted and converted food manufacturing unit, with a secure yard and a small retail unit.

The property is located on the western side of Pershore Road (A441), approximately four miles south of Birmingham City Centre, within Stirchley Village.

The property may be approached by way of an entry between shop premises on Pershore Road or, alternatively, by way of an access off Lea House Road, to the rear of the site.

The main food production unit comprises a series of single storey buildings, which have been amalgamated to provide a single facility, with a central production area, packing area and significant ancillary accommodation.

All of the internal finishes have been specified and chosen, having regard to the specific use of the premises as a food production unit. Furthermore, the premises include built-in refrigeration and freezer units, adding value to the site as a food factory.

There is a secure tarmac yard to the rear of the production unit, offering useful vehicular parking, servicing and storage space.

There is a small single-storey retail unit fronting Lea House Road, offering customers an opportunity to sample goods or products produced within the main factory premises.

The property has a total site area of 812 sq.m (0.20 acres) and is located within a well-regarded, predominantly residential area. It is, therefore, considered the property has latent re-development potential, subject to statutory consents.

The property is likely to be of interest primarily to owner-occupiers and developers.

Accommodation:

Loading Area: 8.0 sq m (86 sq ft)
 Central Production Area: 99 sq m (1,066 sq ft)
 Fridge: 34.4 sq m (370 sq ft)
 Fridge: 7.2 sq m (78 sq ft)
 Works Toilet: 8.5 sq m (92 sq ft)
 Freezer: 16.7 sq m (180 sq ft)
 Plant/Motor Room: 13.6 sq m (146 sq ft)
 Freezer: 9.1 sq m (98 sq ft)
 Packing Area: 62.9 sq m (677 sq ft)
 Fridge: 12 sq m (129 sq ft)
 Store Room: 10.1 sq m (108 sq ft) Central
 Heating/Hot Water Boiler Room: 4 sq m (43 sq ft)
 Kitchen: 14.3 sq m (153 sq ft)
 Store: 13.6 sq m (147 sq ft)
 Staff Toilet: 7 sq m (75 sq ft)
 Staff Room: 9.3 sq m (101 sq ft)
 Office: 21.5 sq m (231 sq ft)
Gross Internal Area: 351.2 sq m (3,780 sq ft)

Exterior

Store: (7 sq m)75 sq ft
 Retail Unit: (27.2 sq m)293 sq ft

Planning:

The property has a total site area of 812 sq.m (0.20 acres) and is located in a predominantly residential area.

It is considered the property has latent re-development potential, predominantly for residential purposes.

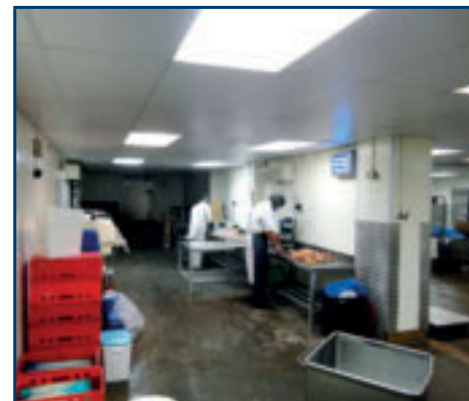
Interested parties should make further enquiries of the Local Planning Authority, Birmingham City Council, and should be aware that any redevelopment will be subject to obtaining all necessary statutory consents.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

LOT 43

Freehold Redevelopment Land

*Guide Price: £180,000 - £195,000

Redevelopment Site Adj to, 12 Lloyd Hill, Stourbridge Road, Wolverhampton, West Midlands WV4 5NE

Property Description:

A parcel of freehold land rectangular in shape and prominently fronting Stourbridge Road (A449) close to the junction with Penn Road and Spring Hill Lane. The site is considered suitable for a commercial/retail development (subject to obtaining planning consent) and fronts a busy commuter road in what is considered to be a popular and predominantly residential area located approximately three miles distance to the south west of Wolverhampton City Centre. The site extends to an area of approximately 0.258 acres (0.104 hectares) and has a frontage to Stourbridge Road of approximately 40 metres (131 feet).

Planning

Planning consent was granted by Wolverhampton City Council on 22nd August 2011 (Ref: 11/00387/FUL) for the development of a three storey veterinary practice including offices, staff accommodation and a retail area at the ground floor. This planning consent has now lapsed. Following the vendor's discussions with Wolverhampton City Council, we understand that consideration will be provided to the redevelopment of the site for a suitable commercial/retail redevelopment and all interested parties should contact the local planning department of Wolverhampton City Council prior to bidding to discuss the viability for any proposals for the site.

Ground Condition Report

A full ground investigation report was carried out on 28 June 2011 providing a favourable summary of the ground conditions and confirmation of the removal of storage tanks used in connection with the site's former use as a petrol filling station. A copy of the ground condition report is available for inspection at the Auctioneers' offices.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 44

Leasehold Two Bedroom Flat with Vacant Possession

*Guide Price: £90,000 - £96,000

Flat 6 Heather Court, 48 Russell Road, Moseley, Birmingham, West Midlands B13 8RF

Property Description:

A well laid out two bedroomed flat situated on the second floor of a three storey purpose built development, forming part of Heather Court which is situated directly off Russell Road. The property requires modernisation and improvement throughout and benefits from two double bedrooms and a lock up garage located in an adjacent block. The property forms part of a well regarded and popular residential area and is situated within a short walk from Cannon Hill Park, approximately one mile distance from the popular Moseley Centre and three miles distance to the south of Birmingham City Centre.

Accommodation:

Ground Floor

Communal Entrance Hall with security door entry phone, Stairs and Landing

Second Floor

Reception Hall, Bathroom with panelled bath, pedestal wash basin and wc, Kitchen, Lounge, Two Double Bedrooms

Outside:

Communal gardens and a garage located in an adjacent block

Leasehold Information

Lease Term: 999 Years from 1 January 1979

Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 45
Freehold Vacant House with Building Plot

*Guide Price: £128,000 - £138,000

Caretakers House/Development Land Blackberry Lane, Coventry, West Midlands, CV2 3JS

Property Description:

A semi-detached house of two storey brick construction surmounted by a pitched roof occupying a large plot which has planning permission granted by Coventry City Council for a pair of semi detached houses, please note this planning consent has been granted as part of a redevelopment scheme in conjunction with the adjoining property and land (The Engineers House) for the erection of 3 new properties and renovation of the existing two. The property is situated in an established residential area located to the eastern section of Blackberry Lane between the junctions of Sewall Highway and Wyken Croft and approximately two and a half miles distance from both Coventry City Centre and the M6 Motorway (Junction 2)

Accommodation:
Ground Floor

Reception Hall, Front Hallway/Utility Area, Dining Kitchen and Lounge

First Floor

Stairs and Landing, Three Bedrooms, Bathroom with bath, wash basin and Separate WC

Outside

Gardens to front, side and rear

Planning

Planning Consent was granted by Coventry City Council (Ref FUL/2012/1172) and dated the 26th of July 2012 for the erection of three new dwellings and re-roofing of existing semi-detached building.

Please note this planning consent has been granted as part of a redevelopment scheme in conjunction with the adjoining property and land (The Engineers House) and all interested parties must contact the planning department at Coventry City Council prior to bidding to seek clarification of the current planning status

Proposed Accommodation

A Pair of Semi Detached Properties

Ground Floor

Entrance Hallway, Lounge, Kitchen/Diner and wc

First Floor

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

Second Floor

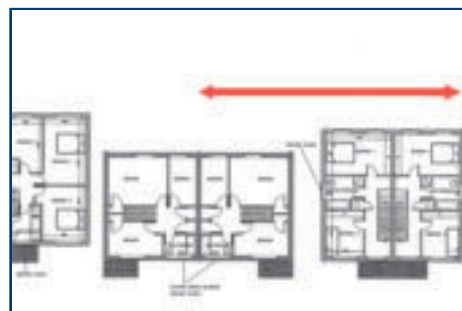
Bedroom 3

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons - 0121 247 2233



LOT 46

Freehold Vacant House with Building Plot

*Guide Price: £88,000 - £96,000

Engineers House/Dev Land Blackberry Lane, Coventry, West Midlands, CV2 3JS



Property Description:

A semi-detached house of two storey brick construction surmounted by a pitched roof occupying a large plot which has planning permission granted by Coventry City Council for a detached three bedroom house, please note this planning consent has been granted as part of a redevelopment scheme in conjunction with the adjoining property and land (The Caretakers House) for the erection of 3 new properties and renovation of the existing two. The property is situated in an established residential area located to the eastern section of Blackberry Lane between the junctions of Sewall Highway and Wyken Croft and approximately two and a half miles distance from both Coventry City Centre and the M6 Motorway (Junction 2)

Accommodation:

Ground Floor

Reception Hall, Front Hallway/Utility Area, Dining Kitchen and Lounge

First Floor

Stairs and Landing, Three Bedrooms, Bathroom with bath, wash basin and Separate WC

Outside

Gardens to front, side and rear

Planning

Planning Consent was granted by Coventry City Council (Ref FUL/2012/1172) and dated the 26th of July 2012 for the erection of three new dwellings and re-roofing of existing semi-detached building.

Please note this planning consent has been granted as part of a redevelopment scheme in conjunction with the adjoining property and land (The Caretakers House) and all interested parties must contact the planning department at Coventry City Council prior to bidding to seek clarification of the current planning status

Proposed Accommodation

One Detached Property

Ground Floor

Entrance Hallway, Lounge, Kitchen/Diner and wc

First Floor

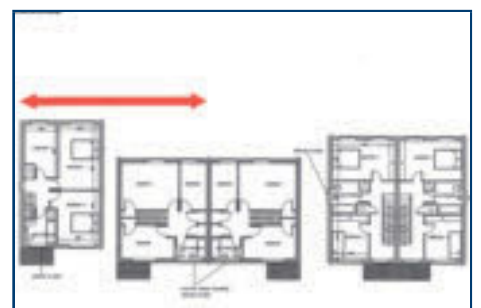
Having Three Bedrooms and Bathroom with panelled bath, wash basin and WC and Shower Cubicle

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons - 0121 247 2233



LOT 47
Long Leasehold Vacant Residential Flat

*Guide Price: £55,000 - £59,000

Flat 11 Blossomfield Court, Blossomfield Close, Birmingham, West Midlands B38 8NE
Property Description:

A second floor flat situated in a purpose built three storey block set back from the road behind communal gardens and parking area. The flat benefits from having UPVC double glazing and under floor heating and is offered for sale in a presentable condition. Blossomfield Close is a cul-de-sac located off the Redditch Road (A441) and located between the junctions of Aversley Road and Redhill Road

Accommodation:
Ground Floor

Communal Entrance with secure door entry system, stairs to

Second Floor

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

Outside:

Communal gardens and allocated parking space

Leasehold Information

Term 189 years from 25th March 1972

Ground Rent A peppercorn

Service Charge Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



**Fast property
finance with
DMI makes
you a winner**

DMI Finance, THE fast independent experts in property finance. We're helping Property Investors, Landlords and Property Developers find the finance they need, fast.

We're experts in Bridging Finance, Commercial, Residential and Buy-to-Let Mortgages, Auction Finance and Property Insurance.

**See us at
today's
auction**

**Get in touch today for a fast
response to your requirements**

Call us on 01249 652 939

Email info@dmifinance.com

Or Visit www.dmifinance.com

dmi independent experts
in **property finance**

Suite 6, Forest Gate, London Rd, Chippenham, Wiltshire, SN15 3RS

See us on LinkedIn and Twitter



LOT 48

Freehold Detached Dwelling with Building Plot

*Guide Price: £110,000 - £120,000

13 Causeway Green Road, Oldbury, West Midlands B68 8LA

Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road behind a small foregarden and paved side garden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The property is situated on a large plot which has Planning Permission granted by Sandwell Metropolitan Borough Council for the part demolition of the existing dwelling and the erection of a further detached three bedroomed house. The property is located on Causeway Green Road (B4169) close the junction with Hadley Street

Accommodation:

Ground Floor

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

First Floor

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

Planning

Planning Consent was granted by Sandwell Metropolitan Borough Council (Ref DC/14/57681) and dated 13th January 2015 for the part demolition of existing dwelling and proposed two new houses

Proposed Accommodation

Ground Floor

Entrance Hallway, Kitchen, Lounge/Dining Room, WC and Store

First Floor

Three Bedrooms one with en-suite shower room and Bathroom having panelled bath, wash basin and WC

Outside:

Front

Allocated parking area and front garden

Rear

Lawned garden

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

Viewings: Via Cottons 0121 247 2233



LOT 49

Leasehold Vacant Possession

*Guide Price: £30,000 - £34,000

34 Lees Street, Winson Green, Birmingham, West Midlands B18 5DB

Property Description:

A modern purpose built studio flat situated on the first floor of a two storey development set back from the road behind a car parking area.

The property forms part of an established residential area and Lees Street leads directly off Lodge Road and the property is conveniently within less than a mile from City Hospital on Dudley Road and two miles from Birmingham City Centre.

Accommodation:

Ground Floor

Shared Entrance Hall to Stairs and Landing

First Floor

Bed/Living Room, Kitchen, Dressing Room and Shower Room with shower enclosure, wash basin and wc.

Outside:

Communal gardens and car parking

Leasehold Information:

Lease Term: 120 years commencing 25 December 1982
Ground Rent: £20 per annum
Service Charge: Refer to Legal Pack

Legal Documents:

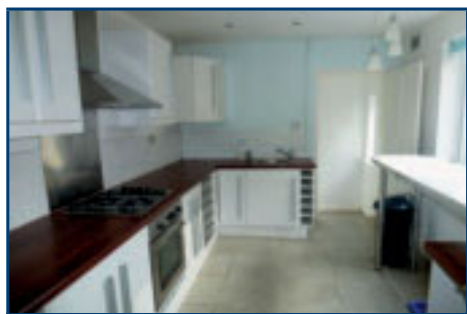
Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 50
Two Long Leasehold Flats
 *Guide Price: £225,000 - £245,000

45 Western Road, Sutton Coldfield, West Midlands, B73 5SP

Property Description:

Two Long Leasehold Flats that form a three storey end-terraced property of brick construction surmounted by a tiled roof set back from the road behind a foregarden allowing for off road parking. The ground floor of the building contains a one bedroom flat and the first and second floors contain a two bedroom flat. Each flat provides well laid out accommodation benefiting from being separately metered and having UPVC double glazing and gas fired central heating. The property forms part of a residential area and Western Road is located off both Highbridge Road and Station Road. The property is also within approximately a quarter of a miles distance from Wylde Green Train Station

Tenancy Information
Ground Floor Flat (45a) : Vacant

First Floor Flat (45b) : Currently let on an

Assured Shorthold Tenancy at a rental of £500 pcm (£6,000 per annum)

Accommodation
Ground Floor

Shared Entrance Hall

Ground Floor Flat

Lounge, Bedroom, Inner Hallway, Kitchen/Diner, Inner Lobby, Bathroom having panelled bath, wash basin and WC

First Floor Flat

Stairs and Landing, Lounge, Kitchen, Bedroom and Bathroom having panelled bath, wash basin and WC, Stair to

Second Floor

Bedroom Two

Outside:
Front Paved foregarden allowing for off road parking

Rear Lawned garden

Tenure

Please Note: The Freehold is not included in the sale

Each flat is subject to a long Lease as follows:

45a
Term: 99 years from 25th December 1992

Ground rent : £50 rising to £400

45b
Term: 99 years from 25th December 1992

Ground rent : £50 rising to £400

Legal Documents:

 Available at www.cottons.co.uk
Viewings

Via Cottons - 0121 247 2233

LOT 51

Freehold Vacant Possession

*Guide Price: £88,000 - £94,000

72 Jervoise Street, West Bromwich, West Midlands B70 9LZ

Property Description:

A mid terraced property of part rendered 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 throughout. Jervoise Street is located off Dudley Street and is within approximately a quarter of a miles distance from West Bromwich High Street

Accommodation:

Ground Floor

Entrance Porch, Lounge, Dining Room, Kitchen, Store Cupboard x 3, WC and Rear Porch

First Floor

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

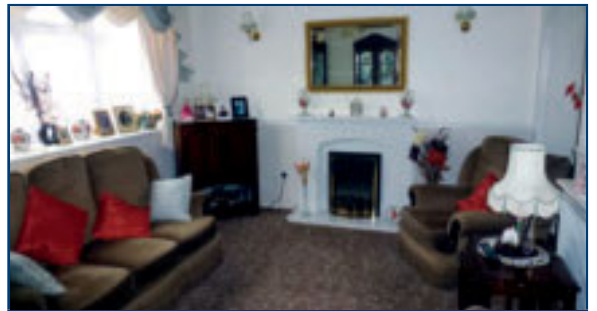
Outside:

Front Blocked paved foregarden

Rear Paved garden

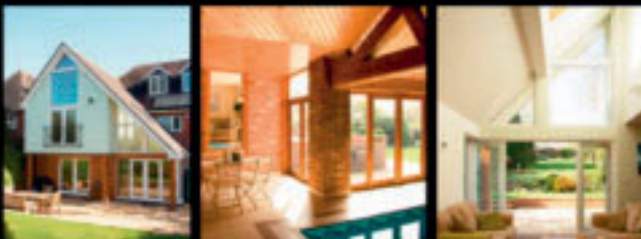
Legal Documents – Available at www.cottons.co.uk

Viewings - via Cottons – 0121 247 2233



planning
permission
building
plans
building
surveys

Go to our website at
www.tyler-parkes.co.uk



Contact Alan Tyler or Glenda Parkes on

0121 744 5511
info@tyler-parkes.co.uk

thetylerparkespartnership
Architecture | Town planning | Design

ONE OF OUR PLANNERS WILL BE AVAILABLE TO GIVE
ADVICE AT THE AUCTION BETWEEN 11.30am and 1.30pm

Birmingham Investors...

Want to increase your knowledge
& skills in
Property Investing?

pin
property
investors
network

We highly recommend you attend the Property Investors Network meeting on Thursday 16th April 2015 at the Crowne Plaza, NEC, Birmingham. The meeting will provide you with up-to-date information on the ever changing property market, whilst increasing your knowledge & skills in property investment.

- Meet & network with fellow investors
- Share strategies, knowledge & experiences
- Meet with Brokers, Solicitors & new contacts

Come & join us
7pm 3rd Thursday of
every month

Usually £20 to attend however we have organised complimentary entry for you to attend. Just go to www.birminghampin.co.uk enter "cottons" in the voucher code box.

Want details of other meetings?

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

LOT 52

Freehold Vacant Possession

*Guide Price: £70,000 - £77,000

99 Gladys Road, Bearwood, Smethwick, West Midlands B67 5AN

Property Description:

A two storey end terraced house of traditional brick construction surmounted by a pitched roof, situated at the entrance to Gladys Terrace and forming part of the popular and established residential area of Bearwood, located within less than a quarter of a mile distance from Bearwood Road shopping centre which contains a wide range of retail amenities and services. The property is set back from the road behind a foregarden and benefits from part UPVC double glazed windows but requires modernisation and refurbishment throughout.

Accommodation

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Bathroom

First Floor

Stairs and Landing, Two Double Bedrooms

Outside:

Front: Foregarden bordered by mature privet hedge

Rear: Paved yard area and garden with rear pedestrian access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 53

Freehold Investment

*Guide Price: £85,000 - £90,000

151 Oakhurst Road, Acocks Green, Birmingham, West Midlands B27 7PB

Property Description:

A semi detached house of two storey brick construction surmounted by a hipped slate clad roof, set back from the road behind a forecourt which provides off road car parking. The property benefits from UPVC double glazed windows, gas fired central heating and three bedrooms. Oakhurst Road leads directly off Shirley Road and forms part of a popular residential area located approximately one mile distance to the south of Acocks Green Shopping Centre which provides access to a wide range of retail amenities and services. The property has been let on an Assured Shorthold Tenancy since 2003, at a

current rent of £500 pcm (£6,000 per annum).

Ground Floor

Reception Hallway, Two Reception Rooms, Kitchen & Timber built conservatory/verandah.

First Floor

Stairs and Landing, Three Bedrooms and a Re-Fitted Shower Room

Outside:

Front: Tarmacadam Driveway

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 54

Leasehold Vacant Possession

*Guide Price: £30,000 - £36,000

Flat 1 47 Upton Road, Birmingham, West Midlands B33 8SX

Property Description:

A one bedroomed ground floor flat forming part of a brick built semi-detached property. The flat offers well laid out accommodation however does require complete modernisation and improvement. Upton Road is located off both Yardley Green Road and Bordesley Green East and the property is within approximately half a miles distance from Heartlands Hospital

Accommodation:

Ground Floor

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

Outside:

Front Lawned foregarden

Rear Lawned garden

Leasehold Information

Term : 125 years from 23 July 1990

Ground Rent: £10

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 55

A Valuable Freehold Reversionary Opportunity (5.97 Acres)
*Guide Price: £50,000 - PLUS

By Instruction of the Liquidators of Parkridge Land (Coventry) Ltd
The Parkridge Centre, Paladine Way, Coventry, West Midlands, CV3 1NE



Property Description:

A modern purpose built Sports facility with pavilion and football/cricket pitches constructed in 2008 as part of a major redevelopment scheme of a former motor manufacturing premises to provide modern residential housing along with headquarters for Peugeot Citroen cars which is situated immediately adjacent to the site. The property is surrounded by a dense residential catchment area and approached from Paladine Way which leads off Sunbeam Way and which in turn leads off Humber Road and is located approximately half a mile distance to the east of Coventry City Centre.

peppercorn rent. All interested parties should refer to the legal pack for information relating to the occupancy and by bidding for the property, are deemed to have made their own enquiries and satisfied themselves of all matters relating to the current occupancy and conditions for any use thereafter.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233

The property is accessed by way of a secure gated entrance and comprises:

Immaculately Presented Club House

Constructed of single storey block walls with a Function Room, Kitchen, Disabled toilet with wc, wash basin and wet room, Home Changing Room with wc's and shower, Plant Room, Away Team Changing Room with wc's and shower, Referees Changing Room with wc and shower, Machinery Store/Workshop with office.

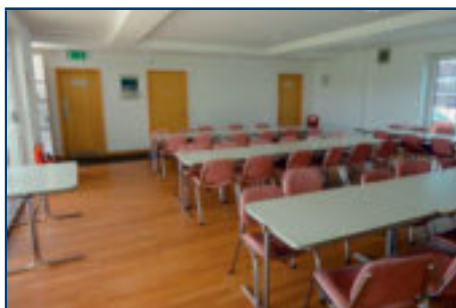
Gross Internal Floor Area: 290sq.mtrs (3,122sq.ft)

Car Park with approx. 25 designated spaces, Well maintained sports grounds comprising of two football pitches and a cricket square.

Total Site Area: 5.97 acres (2.41 hectares)

Tenure

We understand the property is subject to occupancy by Peugeot Citroen Automobiles UK Ltd on a lease with approximately 9 years unexpired at a



LOT 56

Freehold Residential Development Site (Consent for Four Flats)

*Guide Price: £25,000 PLUS (+VAT)

Land Adj. 1 Wood Lane, West Bromwich, B70 9PZ

Property Description:

A freehold residential development site located in a predominantly residential area and having direct frontage to Wood Lane, West Bromwich.

The property has a site area of approximately 350 sq m (0.09 acres).

The property is located approximately half a mile west of West Bromwich Town Centre and is situated immediately adjacent a Ladbrokes Bookmakers Office.

Planning

By way of a Planning Application, No. DC/15/57812, submitted 9th January 2015, Planning Permission was granted by the Local Planning Authority, Sandwell Metropolitan Borough Council, on 25th February 2015 for the erection of four one-bedroom flats, with each flat having one car parking space.

For further details of the planning consent for the property, please refer to the Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 57

Freehold Residential Building Plot

*Guide Price: £50,000 - PLUS

By Instruction of the Joint LPA Receivers

Land at The Hollies, Dovaston, Kinnerley, Oswestry, Shropshire SY10 8DS

Property Description:

A parcel of freehold land roughly rectangular in shape extending to an area of 0.18 acres having direct road frontage and situated in the popular hamlet of Dovaston close to the village of Kinnerley and located between the major towns of Oswestry and Shrewsbury, both within approximately 10 miles distance.

Planning

Planning permission was granted by Oswestry Borough Council (Ref: 06/14437/FUL) on 25th July 2006 for the replacement of an existing dwelling and alterations to access. We understand that the original dwelling was demolished and excavation of the ground commenced within three years of the date of planning permission and all interested parties must contact the local planning department at Oswestry Borough Council prior to bidding to satisfy themselves that planning consent has been activated.

The plans approved with the consent detailed a detached cottage containing the following accommodation:

Ground Floor

Reception Hall, Cloak Room with wc,



Breakfast Kitchen, Lounge/Dining Room

First Floor

Stairs and Landing, Two Double Bedrooms and Bathroom

A copy of the planning documents is available from the Auctioneers or can be downloaded from Oswestry Borough Council Website.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 58

Freehold Vacant Possession

*Guide Price: £120,000 - £130,000

88 Willows Crescent, Birmingham, West Midlands B12 9ND

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating however does require modernisation and improvement. Willows Crescent is located off Cannon Hill Road which in turn is found off Edgbaston Road (B4217)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Rear Lounge, Kitchen, Inner Lobby and WC (having no fittings)

First Floor

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

Second Floor

Loft Room (accessed via a fixed ladder)

Outside:

Front : Walled garden

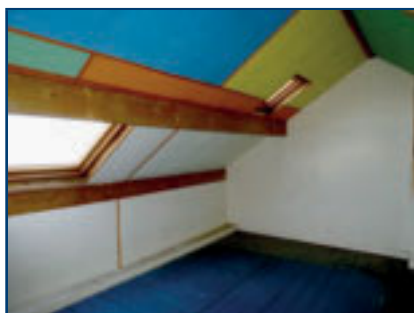
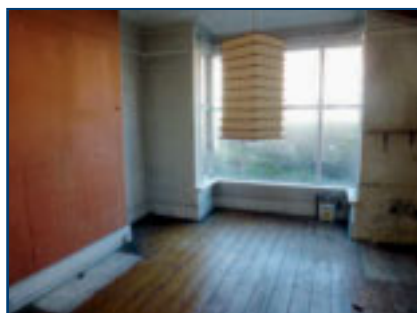
Rear : Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 59

Freehold Residential Investment Subject to Regulated Tenancy

*Guide Price: £110,000 - £120,000

10 Paget Street, Kibworth Beauchamp, Leicester, Leicestershire LE8 0HW

Property Description:

A traditional three storey mid terraced house with additional basement accommodation and of brick construction surmounted by a replacement tile clad roof. The property provides well laid out accommodation on four floors which includes three bedrooms and benefits from the first and second floor accommodation extending over the pedestrian side entry. The property forms part of a terrace of similar dwellings located in a cul-de-sac located off the traffic roundabout at the junction with High Street and Station Street in the centre of the popular village of Kibworth Beauchamp which is located off Harborough Road (A6) approximately 10 miles to the south east of Leicester City Centre.

The property is subject to a Regulated Tenancy at a rental of £77 per week (£4,004 per annum) effective from 22 May 2013 and application has been made for a two year re registration of the rent.

Accommodation:

Ground Floor

Front Reception Room, Inner Hall, Dining Kitchen, Useable Cellar with Two Rooms

First Floor

Stairs and Landing, Two Bedrooms, Bathroom

with bath, pedestal wash basin and wc

Second Floor

Stairs to a Large Attic Bedroom

Outside:

Front: Foregarden, shared pedestrian entry access to rear

Rear: Separate garden with brick built outhouse and with utility room and wc

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable



For Sale by Private Treaty

A Prominent Town Centre

Freehold Retail Investment Opportunity

Total Current Gross Rental Income:
£73,150 per annum

2 – 8 Leicester Street, Bedworth, Warwickshire, CV12 8SY



Property Description:

A modern two storey purpose built parade of four ground floor retail units fully let along with seven maisonettes to the first floor all being subject to long leasehold interests. The property directly fronts Leicester Street occupying an established retail location directly adjacent to Tesco Superstore and within Bedworth Town Centre.

Tenancy Information

Unit	Tenant	Rent	Expiry
2 Leicester Street	BETFRED	£22,000 pa	13/12/2021
4/6 Leicester Street	Spencer Interiors Ltd	£32,300 pa	29/6/2021
8 Leicester Street	Salvation Army	£18,500 pa	31/11/2015
7 ground leases	n/a	£350 pa	
Total		£73,150 pa	

Accommodation

Unit	Sq. ft. (ITZA)	Sq. m. (ITZA)
2 Leicester Street	1,698 (771)	157.75 (71.63)
4/6 Leicester Street	2,907 (1,426)	270.05 (132.48)
8 Leicester Street	2,117 (714)	196.69 (66.34)
Total	6,722	624.49

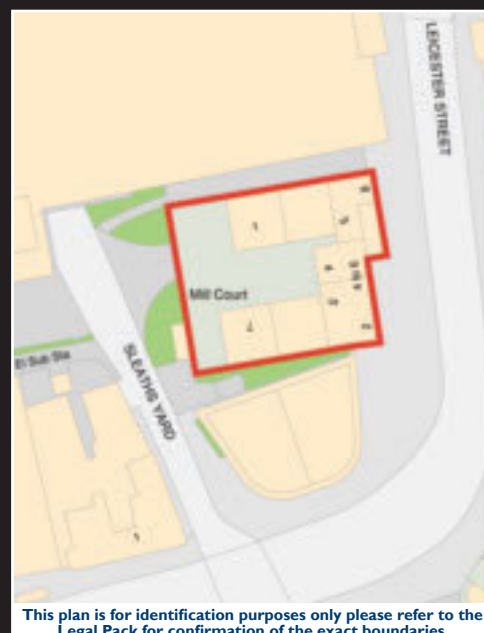
Offers Sought:
I.R.O. £730,000

All Enquiries to:
 Andrew Barden
 Cottons
 0121 247 2233
 abarden@cottons.co.uk



And

Callum Wing
 Colliers International
 0121 265 7575
 callum.wing@colliers.com



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

Preliminary Announcement For Sale by Auction 3rd June 2015

SHAKESPEARE CHAMBERS, 3 HIGH STREET, ALCESTER, WARWICKSHIRE B49 5AE

An attractive Freehold Commercial/Residential Investment Opportunity comprising of a three storey Grade II Listed period building located on Alcester High Street comprising of a ground floor café/restaurant premises, two self-contained apartments and a suite of offices.

The property forms part of the busy Alcester High Street and attracts a large volume of pedestrian foot flow from the local catchment area and tourists visiting the area from far and wide.

The property is fully let producing a consistent rental income of £42,840 per annum.

**Guide Price:
£430,000 to £460,000**



Preliminary Announcement For Sale by Auction 3rd June 2015

THE RED LION PUBLIC HOUSE, OLD STAFF QUARTERS & RED LION COTTAGE, BELL SQUARE, WEOBLEY, HEREFORDSHIRE, HR4 8SE

A Freehold Public House/ Residential Investment Opportunity

A valuable Grade II Listed investment opportunity located in the picturesque Black and White village of Weobley comprising:

The Red Lion Public House: which includes a bar, lounge and restaurant area boasting a wealth of period features, commercial kitchen and ancillary accommodation, five en-suite letting rooms and rear car park.

The Red Lion Holiday Cottage: located to the rear of the main pub building comprising entrance hall, kitchen, two bedrooms, living room and bathroom with a wealth of period features and car parking.

The Old Staff Quarters: comprising of a cottage subdivided into two self-contained two bedroom flats offering potential for conversion into a single four bedroom dwelling house.

All properties are sold with vacant possession with the exception of the Red Lion Public House which is let on a 15 years full repairing and insuring lease from February 2014 at a rental of £29,950 per annum.

**Guide Price:
£350,000 - PLUS**



Preliminary Announcement For Sale by Auction 3rd June 2015

**128 AND 130 GRAVELLY HILL,
BIRMINGHAM, B23 7PE**

**BY INSTRUCTION OF THE JOINT LPA
RECEIVERS**

A substantial Freehold Hotel premises currently being used as an informal house in multiple occupation, comprising 14 En-suite Bedrooms with ancillary Lounge, Kitchen and Bathroom Accommodation occupying a substantial plot directly fronting Gravelly Hill and benefiting from a rear tarmacadam car park.

**Guide Price:
£300,000 to £330,000**



Preliminary Announcement For Sale by Auction 3rd June 2015

**THE WHEATSHEAF, BROMYARD ROAD,
WHITBOURNE, WORCESTER,
WR6 5SF**

A Freehold Public House Investment secured upon a prominently located premises fronting the A44 Bromyard Road and occupying a corner position at the access road to Whitbourne village with separate car parking area opposite.

In brief the property comprises open plan traditional bar area with servery, lounge area, restaurant, kitchen and ancillary accommodation with private living accommodation to the first floor comprising three bedrooms, kitchen, living room and bathroom, rear garden area all extending to a site area of 0.44 acres. Separate car park for circa 20 vehicles extending to 0.23 acres. The property may provide future redevelopment potential of the existing premises, rear land and car park subject to obtaining planning consent.

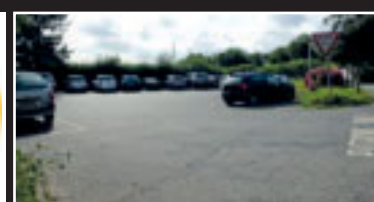
Total Site Area: 0.67 acres.

Tenancy Information: Let on a lease until 30 September 2017 at a rental of £29,950 per annum.

**Guide Price:
£200,000 to £225,000**



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



Preliminary Announcement For Sale by Auction 3rd June 2015

THE MOON & SIXPENCE PUBLIC HOUSE, MAIN ROAD, TINTERN, NEAR CHEPSTOW, MONMOUTHSHIRE, NP16 6SG

A prominently situated period built Public House uniquely nestled into the base of a rock face, overlooking the river Wye and forming part of the historic and popular tourist village of Tintern. The property offers potential for a variety of alternate uses (subject to planning) and the accommodation in brief comprises restaurant, two bars with dining areas, private dining area, kitchen, ladies/gents wc's and cellar along with private living accommodation including two double bedrooms, living room, bathroom and with separate customer car parking area.



Guide Price: £180,000 to £200,000






Lot 7 Energy Performance Certificate The EPC for this property was commissioned on 30th March 2015 This will be added to the Legal Pack and available on our website.	Lot 9 Energy Performance Certificate The EPC for this property was commissioned on 30th March 2015 This will be added to the Legal Pack and available on our website.	Lot 11 	Lot 13 Energy Performance Certificate The EPC for this property was commissioned on 25th March 2015 This will be added to the Legal Pack and available on our website.	Lot 14
Lot 16 	Lot 17 	Lot 18 	Lot 20 	Lot 26
Lot 27 	Lot 27 Energy Performance Certificate The EPC for this property was commissioned on 30th March 2015 This will be added to the Legal Pack and available on our website.	Lot 28 Energy Performance Certificate The EPC for this property was commissioned on 25th March 2015 This will be added to the Legal Pack and available on our website.	Lot 29 Energy Performance Certificate The EPC for this property was commissioned on 19th March 2015 This will be added to the Legal Pack and available on our website.	Lot 34 Energy Performance Certificate The EPC for this property was commissioned on 30th March 2015 This will be added to the Legal Pack and available on our website.
Lot 34 	Lot 35 	Lot 36 	Lot 42 	Lot 55



In association with
Cottons
CHARTERED SURVEYORS


Pi-Property Insurance
SPECIALIST INSURANCE FOR PROPERTY PEOPLE

The Complete Insurance Solution for your Property Portfolio

-  **Bespoke policy wording, tailored to suit your needs**
-  **All Risks' Cover***
-  **In House Claims Team**
-  **Speedy claims settlements**
-  **Chartered Broker of the Year 2014**

*subject to certain underwriting criteria

Telephone: 01789 761660
www.pi-propertyinsurance.co.uk

1 Arrow Court, Adams Way, Alcester, Warwickshire, B49 6PU

Pi-Property Insurance is a trading name of Morrison Edwards Insurance Services Ltd, Authorised and Regulated by the Financial Conduct Authority (FCA), Registered Office as above, Registered in England No. 3755087

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

(Edition 3 August 2009) Reproduced with the consent of the RICS No responsibility for loss occasioned to any person acting or refraining, From auction as a result of the material included in this publication can be accepted by the author or publisher. © Royal Institution of Chartered Surveyors August 2009

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and

(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

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

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

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

G18.3 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**



Our extensive knowledge and expertise developed over many years enables us to provide our clients with a comprehensive range of quality services



Cottons - the property specialists est 1924



Auction Department

Cavendish House
359 - 361 Hagley Road
Edgbaston
Birmingham
B17 8DL

t 0121 247 2233

f 0121 247 1233

auctions@cottons.co.uk

www.cottons.co.uk

Regulated by RICS

