

29th OCTOBER 2013

Cottons

CHARTERED SURVEYORS

AUCTION

TUESDAY 29th OCTOBER 2013

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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)**

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

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 If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.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

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

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

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

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

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

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

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

Third Party Bidding

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

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

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

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

Misrepresentation Act

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

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

Footnote

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

A Collective Auction Sale of 66 LOTS

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

Order of Sale

Lot Property

- 1 38 WHEATSHAF ROAD, EDGBASTON, BIRMINGHAM, B16 0RY
- 2 40 GRESWOLDE ROAD, SPARKHILL, BIRMINGHAM, B11 4DL
- 3 52 LYTTELTON ROAD, STECHFORD, BIRMINGHAM, B33 8BJ
- 4 5 HEATHFIELD ROAD, KINGS HEATH, BIRMINGHAM, B14 7BT
- 5 UNIT 51, DARLASTON CENTRAL TRADING ESTATE, WEDNESBURY, WS10 8XB
- 6 111 WOLVERHAMPTON ROAD, OLDBURY, WEST MIDLANDS, B68 0NB
- 7 2 WINDSOR ROAD, STIRCHLEY, BIRMINGHAM, B30 3DD
- 8 17 STOCKTON COURT, MASON STREET, BILSTON, WV14 9SY
- 9 159 SOMERSET ROAD, HANDSWORTH WOOD, BIRMINGHAM, B20 2JF
- 10 252 STOURBRIDGE ROAD, STOURBRIDGE, WEST MIDLANDS DY9 7BE
- 11 35 BUXTON ROAD, DUDLEY, WEST MIDLANDS DY2 0ST
- 12 14B OMERSLEY ROAD, BIRMINGHAM, B12 8XD
- 13 48-50 BRIDGE STREET, COSELEY, BILSTON, WV14 8HY
- 14 FORMER JOB CENTRE, 70 - 71 PINFOLD STREET, WALSALL, WS10 8TB
- 15 61 DURHAM ROAD, SPARKHILL, BIRMINGHAM, B11 4LQ
- 16 COLESHILL HOUSE, 20 COLESHILL ROAD, ATERSTONE, WARWICKSHIRE, CV9 1BW
- 17 THE HOP POLE HOTEL, 9 MARKET SQUARE, BROMYARD, HEREFORDSHIRE, HR7 4BP
- 18 7 WOLVERHAMPTON ROAD, BLOXWICH, WALSALL, WS3 2EY
- 19 9 NEWMAN ROAD, TIPTON, WEST MIDLANDS, DY4 0EN
- 20 41 FRIESLAND DRIVE, WOLVERHAMPTON, WV1 2AE
- 21 128 HOLLY LANE, WALSALL WOOD, WALSALL, WS9 9JH
- 22 64 - 65 LODGEFIELD ROAD, HALESOWEN, WEST MIDS, B62 8AR
- 23 244 SCHOOL ROAD, YARDLEY WOOD, BIRMINGHAM, B14 4HA
- 24 LAND LOCATED OFF STRAWBERRY LANE, WILLENHALL
- 25 LAND BTWN 32 - 34 SAXON WOOD ROAD, CHESWICK GREEN, SOLIHULL, B90 4JN
- 26 FORMER ALCESTER STREET METHODIST CHURCH, IPSLEY ST, REDDITCH, B98 8AA
- 27 3 HIGH STREET, BROMSGROVE, WORCESTERSHIRE, B61 8AJ
- 28 5 HIGH STREET, BROMSGROVE, WORCESTERSHIRE, B61 8AJ
- 29 5 DOVEDALE AVENUE, WILLENHALL, WEST MIDLANDS, WV12 4NA
- 30 7 BROOKLYN AVENUE, ASTON, BIRMINGHAM, B6 5BB
- 31 2 OLD POSTWAY, LOZELLS, BIRMINGHAM, B19 2DH
- 32 58 MERRIDALE STREET WEST, WOLVERHAMPTON, WV3 0RJ
- 33 MHT LTD, CHILLINGTON IND EST. HICKMAN AVENUE, WOLVERHAMPTON, WV1 2BU
- 34 DEVELOPMENT LAND BETWEEN 63 & 69 CORONATION ROAD, TIPTON, DY4 0XU
- 35 21 MANOR ROAD, TIPTON, WEST MIDLANDS, DY4 8PR
- 36 620A BRISTOL ROAD SOUTH, NORTHFIELD, BIRMINGHAM, B31 2JR
- 37 482 WARWICK ROAD, TYSELEY, BIRMINGHAM, B11 2HP
- 38 16 BEECH GROVE, KINGS HEATH, BIRMINGHAM, B14 4DH
- 39 23 ERNEST ROAD, DUDLEY, WEST MIDLANDS, DY2 7QU
- 40 LAND & GARAGES, LEACH GREEN LANE, REDNAL, B'HAM, B45 9BJ
- 41 GARAGE YARD REAR OF 75 - 95 BROAD STREET, COVENTRY, CV6 5AX
- 42 FGR 27 MEDINA ROAD, TYSELEY, BIRMINGHAM, B11 3SA
- 43 FGR 73 SIR HILTONS ROAD, WEST HEATH, BIRMINGHAM, B31 3NN
- 44 FGR 6 CASTLE CLOSE, 17 & 19 ANCHOR CLOSE, AMINGTON, TAMWORTH, B77 3EL
- 45 FGR 1, 4, 5, 6 & 25 MOUNT PLEASANT, TAMWORTH, STAFFORDSHIRE, B77 1HL
- 46 FGR 10, 12, 16 & 33 SHERBROOKE AVENUE, WILNECOTE, B77 5EJ
- 47 FGR 43, 49, 54 & 69 ST. BLAISE AVENUE, WATER ORTON, BIRMINGHAM, B46 1RT
- 48 FGR 6, 38, 46, 48 & 52 BELMONT ROAD, WILNECOTE, TAMWORTH, STAFFS, B77 5EH
- 49 FGR 15, 25, 27, 33 & 37 BELMONT ROAD, WILNECOTE, TAMWORTH, ST B77 5EH
- 50 93B STAFFORD ROAD, HUNTINGTON, CANNOCK, STAFFORDSHIRE, WS12 4NU
- 51 168 FORDHOUSE ROAD, WOLVERHAMPTON, WV10 9EX
- 52 12 CRUSADER CLOSE, OLDBURY, WEST MIDLANDS, B69 1EF
- 53 46 WALSALL ROAD, LICHFIELD, STAFFORDSHIRE WS13 8AF
- 54 JKL INDUSTRIAL SERVICES LTD, CANALSIDE CLOSE, GOSCOTE, WALSALL, WS3 1NZ

Lot Property

- | | | |
|------------------------------|---|---------------------------------|
| Freehold Vacant Residential | 55 5 DYOTT ROAD, MOSELEY, BIRMINGHAM, B13 9QZ | Freehold Vacant Residential |
| Freehold Vacant Residential | 56 169 COLE VALLEY ROAD, HALL GREEN, BIRMINGHAM, B28 0DG | Freehold Vacant Residential |
| Freehold Vacant Residential | 57 HILL AND CAKEMORE CONSERVATIVE CLUB, LONG LANE, HALESOWEN, B62 9JZ | Freehold Vacant Commercial |
| Freehold Vacant Premises | 58 411 BIRMINGHAM NEW ROAD, DUDLEY, WEST MIDLANDS, DY1 4SJ | Freehold Residential Investment |
| Freehold Vacant Commercial | 59 106 BLACKACRE ROAD, DUDLEY, WEST MIDLANDS, DY2 8LY | Freehold Residential Property |
| Freehold Vacant Residential | 60 LAND AT 1A WORCESTER ROAD, EVESHAM, WORCESTERSHIRE, WR11 4JU | Freehold Land |
| Freehold Vacant Residential | 61 66 HOWARD ROAD, GREAT BARR, BIRMINGHAM, B43 5DS | Freehold Vacant Residential |
| Leasehold Vacant Residential | 62 LAND AND COAL YARD OFF WORCESTER ROAD, EVESHAM, WORCS, WR11 4XF | Freehold Investment Land |
| Freehold Vacant Commercial | 63 LAND PARCELS AT KINGS END FARM, BICESTER, OXFORDSHIRE | Freehold Land |
| Freehold Vacant Residential | 64 1 BAPTIST END ROAD, DUDLEY, WEST MIDLANDS, DY2 9BU | Freehold Property |
| Freehold Vacant Residential | 65 150 WELLINGTON ROAD, PERRY BARR, BIRMINGHAM, B20 2EE | Freehold Vacant Residential |
| Freehold Vacant Commercial | 66 3 PARK VIEW, GLOVERS ROAD, SMALL HEATH, BIRMINGHAM, B10 0JX | Freehold Vacant Residential |
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- | | |
|--------------------------------|------------------------------|
| Freehold Commercial Investment | Freehold Vacant Commercial |
| Freehold Vacant Residential | Freehold Vacant Residential |
| Freehold Vacant Residential | Freehold Vacant Hotel |
| Freehold Vacant Commercial | Freehold Vacant Commercial |
| Freehold Vacant Residential | Freehold Vacant Residential |
| Freehold Vacant Residential | Freehold Vacant Residential |
| Freehold Vacant Commercial | Freehold Vacant Commercial |
| Freehold Vacant Commercial | Freehold Grazing Land |
| Freehold Part Built Dwellings | Freehold Commercial Premises |
| Freehold Commercial Investment | Freehold Vacant Residential |
| Freehold Development Land | Freehold Vacant Residential |
| Freehold Vacant Residential | Freehold Vacant Residential |
| Freehold Potential Devel Land | Freehold Vacant Commercial |
| Freehold Vacant Residential | Freehold Vacant Residential |
| Freehold Garage Investment | Freehold Garage Investment |
| Freehold Ground Rent | Freehold Ground Rent |
| Freehold Ground Rents | Freehold Ground Rents |
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| Freehold Ground Rents | Freehold Ground Rents |
| Freehold Vacant Commercial | Freehold Vacant Residential |
| Freehold Vacant Residential | Freehold Vacant Residential |
| Freehold Vacant Residential | Freehold Vacant Residential |
| Freehold Commercial Premises | |

Auctioneers

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Julie Elcock, **Jayne Turton**, **Tricia Doyle**, **Derek Dolphin**,
Ossie O'Malley, **Kevin Hogan** and **Nick Burton**.

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

ID REQUIREMENTS

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

DEPOSIT/PAYMENT METHODS

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

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

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

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

LOT 1

Freehold Vacant Possession
Guide Price: £110,000 to £118,000

38 Wheatsheaf Road, Edgbaston, Birmingham B16 0RY

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, situated in a popular residential area and benefiting from a garage to the rear and three bedrooms but requiring modernisation and repair throughout. The property forms part of a predominantly residential area and Wheatsheaf Road leads off Selwyn Road which leads of Rotton Park Road and the property is conveniently located within approximately two miles distance to the west of Birmingham City Centre.

Bathroom with panelled bath, pedestal wash basin and wc

Outside:

(Front) Paved foregarden

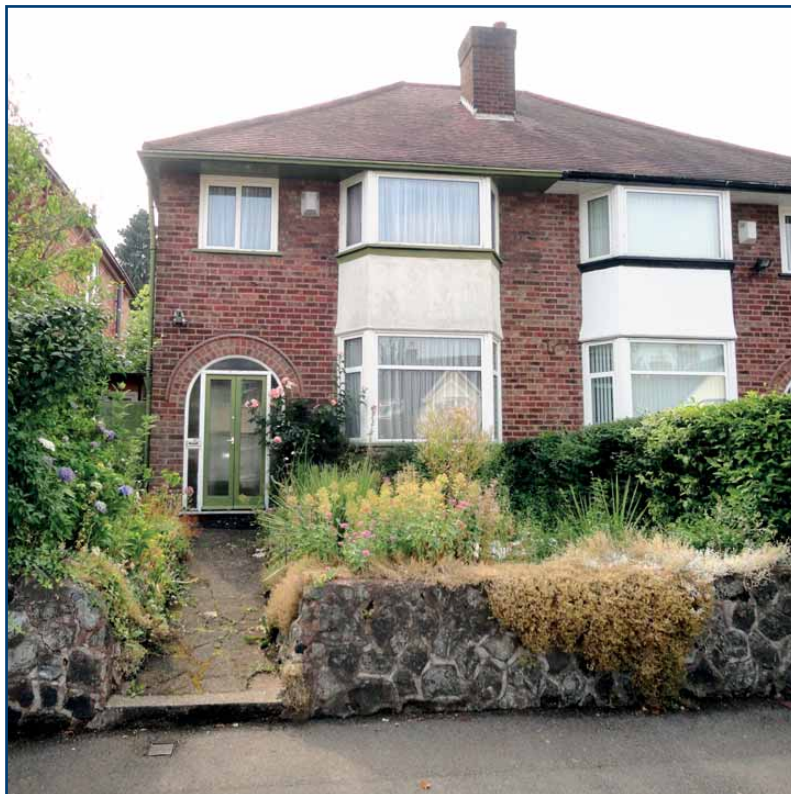
(Rear) Paved yard with a large garden partly lawned and a tandem garage requiring repair and accessed by way of a shared driveway.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Accommodation:

Ground Floor:

Vestibule Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with Pantry, Covered Side Entrance leading to rear and containing brick stores and wc

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single),

LOT 2

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

40 Greswolde Road, Sparkhill, Birmingham B11 4DL

Property Description:

An 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 including the provision of a bathroom. Greswolde Road is located off Stratford Road and Grove Road.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen,

First Floor:

Three Bedrooms

Outside:

(Front) Walled foregarden

(Rear) Garden, brick built store and WC

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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 21st November 2013 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.pinbirmingham.co.uk enter "cottons" in the voucher code box.

Want details of other meetings?

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

LOT 3

Freehold Vacant Possession
 Guide Price: £115,000 to £120,000

52 Lyttelton Road, Stechford, Birmingham B33 8BJ

Property Description:

A semi detached house of part rendered brick construction surmounted by a hipped tile clad roof, having well laid out accommodation which has been extended to the rear ground floor. The property is offered for sale in a presentable condition benefiting from UPVC double glazed windows, gas fired central heating, modern kitchen fittings, parking to both the forecourt and to the rear by way of a vehicular gated access which leads off Redthorn Grove. Lyttelton Road forms part of a predominantly residential area located off Station Road (A4040) and is within approximately one quarter of a mile distance from Stechford Railway Station and half a mile distance from Stechford Retail Park.

Accommodation:

Ground Floor:

Entrance Porch, Reception Hall, Front Reception Room, Full Width Dining Room, Dining Kitchen with a range of modern fitted units

First Floor:

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

Outside:

(Front) Paved forecourt providing off road car parking

(Rear) Paved rear yard and garden with car port and rear vehicular gated access off Redthorn Grove

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 4

Freehold Office Property, with potential for residential use
 Guide Price: £90,000 - £99,000

5 Heathfield Road, Kings Heath, Birmingham, B14 7BT



Property Description:

The property is located approximately 4 miles south of Birmingham City Centre in the thriving and desirable suburb of Kings Heath.

The property is located just off Kings Heath, High Street, on the northern side of Heathfield Road, on the corner of Queens Avenue, an attractive terrace of period Houses.

The property comprises a former two storey house, with a loft conversion, which has been converted and used for office purposes in recent years.

The property is of two storey brickwork construction, part cement rendered with a pitched asbestos cement slate roof.

The property is considered suitable for continued commercial use, or for conversion back to a house.

Accommodation:

Ground Floor:

Office (front) 151 sq.ft (14.0 sq.m)
 Office (rear) 173 sq.ft (16.1 sq.m)
 Kitchen 42 sq.ft (3.9 sq.m)
 Inner Lobby
 Toilet

First Floor:

Landing
 Office (front)
 (including store) 149 sq.ft (13.8 sq.m)
 Office (rear) 147 sq.ft (13.7 sq.m)

Second Floor:

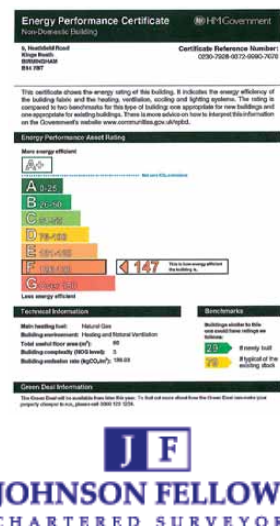
Store/Office 148 sq.ft (13.7 sq.m)
 Total Net Internal Area
 810 sq.ft (75.2 sq.m)

Outside:

Rear garden/yard and outhouse

Planning:

A planning application has recently been made, Application 2013/03856/



PA, for the change of use of part of ground floor and all of the first and second floors from offices (use class B1) to residential use (use class C3).

The application was approved on 1st August 2013, subject to conditions and a copy of the decision document is enclosed in the legal pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 5

Freehold Ground Floor Factory Premises By Instruction of the Joint LPA Receivers

Guide Price: £25,000 to £30,000

Unit 51 Darlaston Central Trading Estate (AKA: 31 Salisbury Street) Darlaston, Wednesbury, West Midlands WS10 8XB



Property Description:

A ground floor factory premises forming part of a three storey traditional built property directly fronting and having pedestrian access from Salisbury Street and with vehicular/loading access via a shared yard within the industrial estate located to the rear. Darlaston Central Trading Estate is situated on the west side of Salisbury Street which



is located between Station Street and Walsall Road approximately one mile distance to the west of Darlaston Town Centre and two miles distance from junction 9 of the M6 Motorway.

Accommodation:

Ground Floor:

Pedestrian Entrance from Salisbury Street, Workshop One, Workshop Two with loading Access, Toilet Facilities

Gross Internal Area: Approximately 307.8sq.mtrs (3,313sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 6

Freehold Vacant Possession

Guide Price: £100,000 - £105,000

111 Wolverhampton Road, Oldbury, West Midlands B68 0NB

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property benefits from having gas fired central heating however does require modernisation and improvement. The property is located on Wolverhampton Road (A4123) close to the junction with Castle Road West. Wolverhampton Road (A4123) is located off Hagley Road West (A456).

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

(Front) Lawned foregarden and driveway with side lean-to

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 7

Freehold Vacant Possession

Guide Price: £70,000 to £78,000

2 Windsor Road, Stirchley, Birmingham B30 3DD

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched replacement tile clad roof having been partly refurbished which includes new dry lined walls and ceilings throughout, part electrical rewire, part replacement floors and further benefits from UPVC double glazed windows. The property is currently laid out to provide two bedrooms but may be converted to three bedrooms by re-siting the bathroom to the ground floor. Windsor Road leads

directly off Pershore Road (A441) at the junction with Fordhouse Lane and the property is conveniently located within approximately half a mile distance from Cotteridge Town Centre which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Proposed Utility Room

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Proposed Bathroom (no fittings)

Outside:

(Front) Foregarden
(Rear) Pedestrian right of way to side access, Yard and long garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 8

Leasehold Vacant Possession

Guide Price: £25,000 to £29,000

17 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

Property Description:

A third floor flat forming part of a purpose built block set back from the road behind communal grounds. The property benefits from having majority UPVC double glazing, electric heating and garage located in a separate block. Stockton Court is located off Mason Street close to the junction with Hospital Lane.

Accommodation:

Ground Floor:

Communal Entrance and Stairs to:

Third Floor:

Entrance Hallway, Lounge, Kitchen, Bedroom and Bathroom having panelled

bath with electric shower over, wash basin and wc

Outside:

Communal grounds and garage located in a separate block.

Leasehold Information:

Term: 99 Years from 24 June 1978
 Ground Rent: £35per annum rising to £60
 Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 9

Freehold Vacant Possession

Guide Price: £85,000 to £95,000

159 Somerset Road, Handsworth Wood, Birmingham B20 2JF



Property Description:

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

Accommodation:

Ground Floor:

Entrance Hall, Retail Show Room: (L-Shaped) 30.82sq.mtrs (331sq.ft) with modern aluminium shop front having roller shutter protection

Basement: 13.31sq.mtrs (143sq.ft)

Rear Area: 31.66sq.mtrs (340sqft) including Office/Staff Room with Kitchenette, Managers' Office, Shower Room with glazed shower enclosure, pedestal wash basin and wc

First Floor:

Stairs to Flat/Living Accommodation: Double Bedroom, Shower Room with glazed show

Outside:

(Front) Paved forecourt

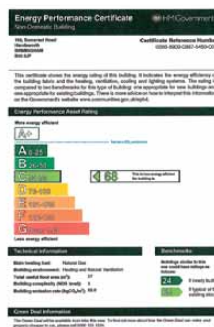
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 10

Freehold Vacant Possession
Guide Price: £80,000 to £87,000

252 Stourbridge Road, Stourbridge, West Midlands DY9 7BE



Property Description:

A modernised and much improved three storey mid terraced house having undergone substantial refurbishment and repair to both the exterior and interior and including re-plastering, re-wiring, new floors and joinery, new bathroom and kitchen fittings, UPVC double glazed windows, gas fired central heating and re-decoration. The property is of traditional rendered brick construction surmounted by a pitched tile clad roof and is set back from the road behind a walled foregarden close to the junction with Bagley Street. Stourbridge Road (A458) provides direct access Stourbridge town centre being within approximately half a mile distance.

Accommodation:

Ground Floor:

Through Lounge/Dining Room, Kitchen with a range of modern fitted units, built in oven, hob and cooker hood,

First Floor:

Stairs and Landing, Bedroom One, Bathroom with modern suite comprising panelled bath having shower over, pedestal wash basin and wc

Second Floor:

Stairs to Bedroom Two (double)

Outside:

(Front) Walled foregarden

(Rear) Pedestrian entry access to a gravelled yard and a decked patio/garden area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 11

Freehold Vacant Possession
Guide Price: £70,000 - £76,000

35 Buxton Road, Dudley, West Midlands DY2 0ST

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway allowing access to garage. The property benefits from having UPVC double glazing and gas fired central heating. Buxton Road is located off both Wood Street and Holly Hall Road.

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Kitchen

First Floor:

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

Outside:

(Front) Lawned foregarden and paved driveway giving access to garage

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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LOT 12

Freehold Commercial Premises
 Guide Price: £35,000 - £41,000

14b Ombersley Road, Balsall Heath, Birmingham, B12 8XO

Property Description:

The property is located approximately 2.5 miles south of Birmingham City Centre, in the district of Balsall Heath, close to its borders with Highgate and Sparkbrook.

The property is located within 0.5 miles of Birmingham's Middle Ring Road system, and approximately 4 miles south of junction 6 (Spaghetti junction) of the M6 Motorway.

The property comprises a single storey commercial building of brickwork construction. The main roof is of the pitched slate type, with a flat mineral felt roof to the side annex at the front of the main building.

The building is secured by way of an electrically operated roller shutter door to the front elevation.

The building is currently used for storage purposes, but has the versatility for a range of commercial or perhaps residential uses, subject to statutory consents.

Accommodation:

Gross Internal Area
 46.5 sq.m (501 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 13

Freehold Commercial Investment
 Guide Price: £20,000-£25,000

48-50 Bridge Street, Coseley, Bilston, WV14 8HY

Property Description:

A freehold ground floor lock up shop of brick construction with pitched tiled roof, comprising part of a two storey semi-detached property. The building includes a self-contained flat principally located to the first floor which has been sold on a long leasehold basis for a term of 999 years from 1988 at an annual ground rent: one peppercorn

Bridge Street is situated half a mile from Coseley Train Station and is the same distance from Birmingham New Road (A4123)

Tenancy:

The ground floor lock up shop is subject to a lease for a term of 10 years and the current rent passing is £2,600 pa. Please see legal pack for further details.

Ground Floor:

Retail shop. 22.75 sq m
 (244.89 sq ft)

Preparation area to rear with wash basin. 8.33 sq m
 (89.67 sq ft)

Net Internal Area. 31.08sq m
 (334.6sq ft)

Outside:

(Front) Paved forecourt

(Rear) Yard and outbuilding with WC and wash basin.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



PROXY & TELEPHONE BIDDING

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

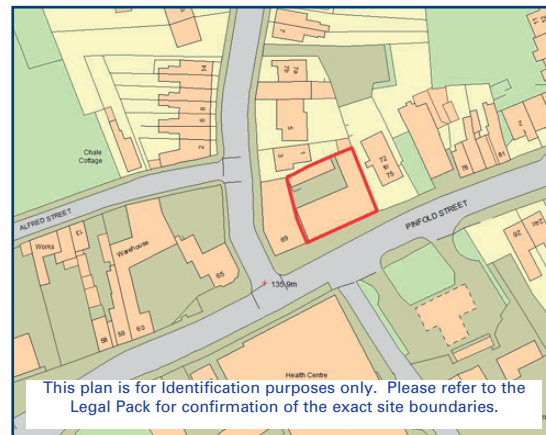
Please contact the Auction Team on 0121 247 2233

For further details and Terms & Conditions

LOT 14

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

Former Job Centre, 70 – 71 Pinfold Street, Wednesbury, West Midlands WS10 8TB



Property Description:

A substantial double fronted part two storey premises of brick construction surmounted by a hipped tile clad roof requiring repair and refurbishment throughout and situated directly fronting Pinfold Street close to the junction with King Edward Street. The property comprises of a former unemployment benefit office forming part of a predominantly residential area but located within less than a quarter of a mile distance from Darlaston Town Centre.

Planning:

The property may be suitable for a variety of uses including conversion to residential use and may benefit from changes in planning legislation in May 2013 granting permitted development rights for residential use. All interested parties must contact the local planning department at Walsall MBC prior to bidding to satisfy themselves of the viability of any proposed scheme.

Accommodation:

Ground Floor:

253.97sq.mtrs (2,723sq.ft)
Two Entrance Halls, Open Plan 'L' Shaped Office, Two Separate Offices

First Floor:

208.95sq.mtrs (2,238sq.ft)
Dual Stairs, Landing/Corridor, Seven Offices, Staffroom/Kitchen, Ladies/Gents/Disabled Toilets
Total: 354.12sq.mtrs (3,811sq.ft)

Outside:

(Rear) Enclosed Rear Yard Area with brick built Annexe/Store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 15

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

61 Durham Road, Sparkhill, Birmingham B11 4LQ

Property Description:

A three bedroomed 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 gas fired central heating. Durham Road is located off Yardley Wood Road and Stratford Road (A43)

Accommodation:

Ground Floor:

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

First Floor:

Having Three Bedrooms

Outside:

(Front) Walled foregarden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 16
**Freehold Vacant Residential Investment Opportunity
By Instruction of the Joint LPA Receivers**

Guide Price: £150,000 to £175,000

Coleshill House, 20 Coleshill Road, Atherstone, Warwickshire CV9 1BW

Property Description:

A substantial three storey residential investment opportunity of part rendered brick construction surmounted by a pitched slate clad roof and currently arranged to provide two informal offices and five separate flats. The property provides scope for reconfiguration of the existing layout to increase the number of flat units (subject to obtaining planning consent from the local planning authority at North Warwickshire Borough Council) and is currently in need of modernisation and improvement throughout. The property is set back from the road behind a tarmacaded forecourt and situated between the junctions of Station Street and Milliners Court, conveniently within approximately 250 metres from Atherstone Town Centre which provides access to a wide range of retail amenities and services.

Accommodation:
Ground Floor:

Reception Hall,
Office One: 15.56sq.mtrs (167sq.ft)
Office Two: 27.14sq.mtrs (292sq.ft)
Rear Entrance Hall

First Floor:

Stairs and Landing, Cloak Room with wc and pedestal wash basin, Store Room, Flat One: Lounge, Kitchen,

Shower Room with wash basin and wc, Double Bedroom
Flat Two: Bed/Living Room, Kitchen, Shower Room (no shower) with wash basin and wc

Flat Three: Entrance Hall, Bathroom with bath having shower over, wash basin and wc, Lounge with mezzanine floor over, Kitchen, Bedroom One intercommunicating with Bedroom Two

Second Floor:

Stairs and Landing to
Flat Four: Lounge, Dining Kitchen, Bathroom having bath, wash basin and wc, Landing, Bedroom One, Bedroom Two, Store Room

Outside:

Forecourt parking area, vehicular entry access to rear, tarmacaded yard/garden with cellar access comprising of several rooms

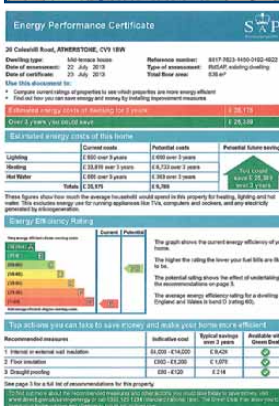
Flat Five: External Rear Access, Entrance Hall, Lounge, Kitchen, Bedroom, Bathroom with bath, wash basin and wc

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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

LOT 17

The Hop Pole Hotel, 9 Market Square, Bromyard, Herefordshire HR7 4BP



Property Description:

An attractive and prominent freehold Town Centre hotel premises located in the well regarded Market Town of Bromyard and set back behind Market Square which provides informal car parking. The property is of three storey brick construction surmounted by a pitched tile clad roof and trades as a Public House/ Restaurant and Hotel having 10 let-able rooms with ancillary staff accommodation. Bromyard comprises of a popular town located off the A44 approximately 10 miles distance from both Worcester and Hereford County Towns.

Accommodation:

Ground Floor:

Bar with Open Plan Lounge, Dining and Games Area with many traditional period features: 140.24sq.mtrs (1,509sq.ft)

Cellar Access comprising of Four Rooms totalling 67.94sq.mtrs (731sq.ft)
Inner Hall with Store Cupboard,
Kitchen: 12.97sq.mtrs (139sq.ft)
Wash-up Room: 7.21sq.mtrs (77sq.ft)

First Floor:

Stairs and Landing with Laundry Cupboard, Bedroom One (Double), Dining/Function Room: 50.72sq.mtrs

(545sq.ft) with Bar and Kitchenette, Private Staff Quarters comprising Hallway, Double Bedroom, Lounge, Bathroom with bath, wash basin and wc

Second Floor:

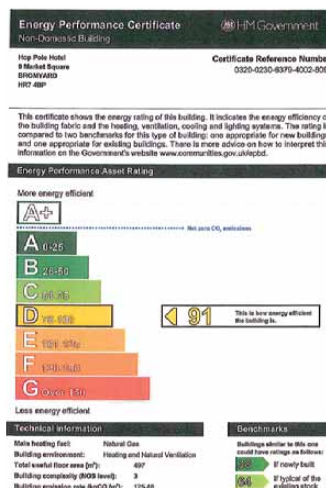
Stairs and Landing, 9 Double Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin and wc

Legal Documents:

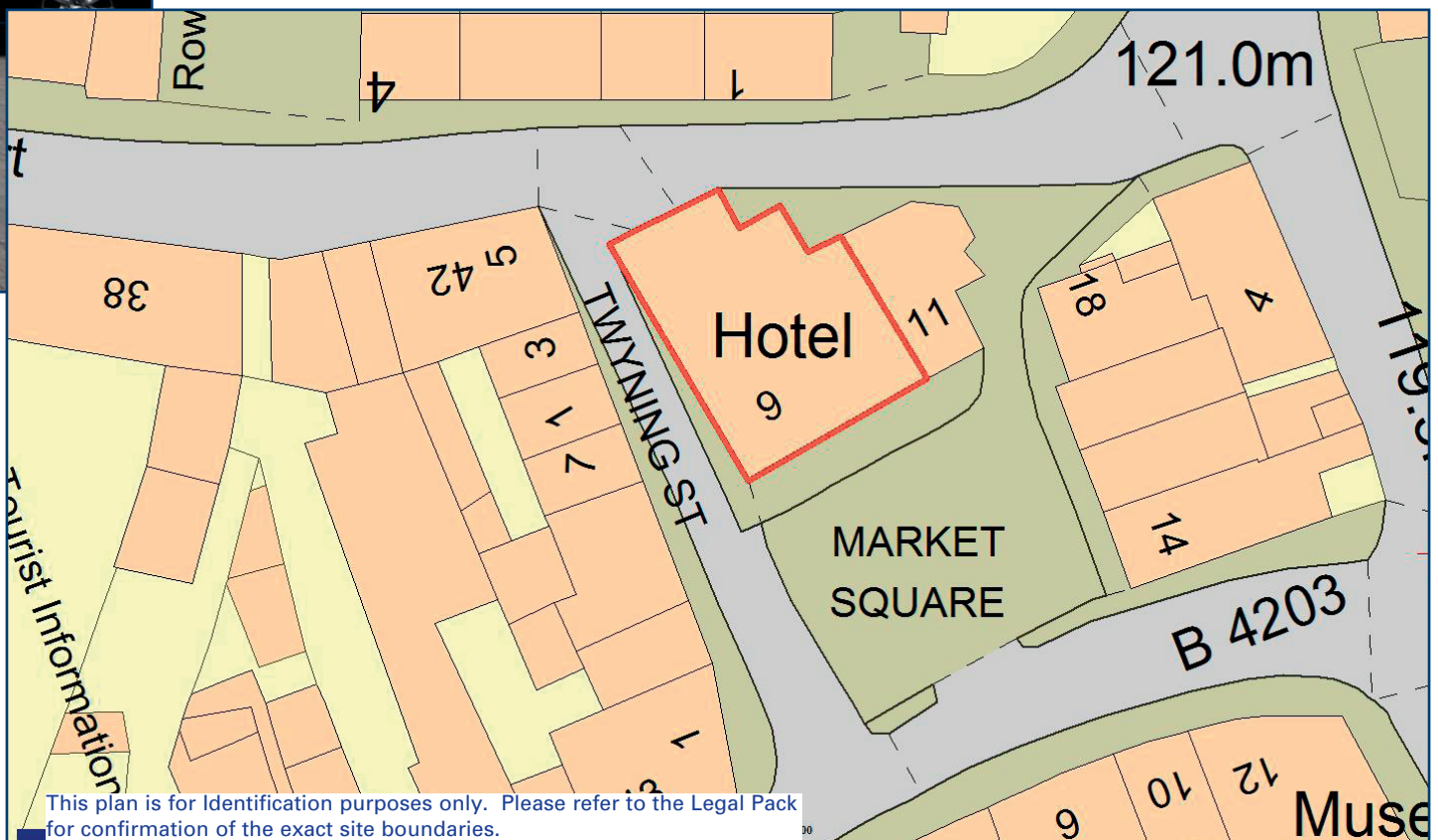
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Freehold Hotel Premises with Vacant Possession
Guide Price: £250,000 to £280,000 Plus VAT



LOT 18

Freehold Takeaway/Restaurant Premises

Guide Price: £75,000 to £80,000

7 Wolverhampton Road, Bloxwich, Walsall WS3 2EY



Property Description:

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

Planning:

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

planning consent on 30 March 2012 (Ref: 12/0022/FL) for change of use of A3 to include A5 and replace existing roller shutter with perforated design.

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

Accommodation:

Ground Floor:
Takeaway/Restaurant Premises: 49.97sq.mtrs (537sq.ft) with modern aluminium shop front having roller shutter protection, mains fire detection system with emergency lighting, Lobby, Wash Room with wc and wash basin

First Floor:

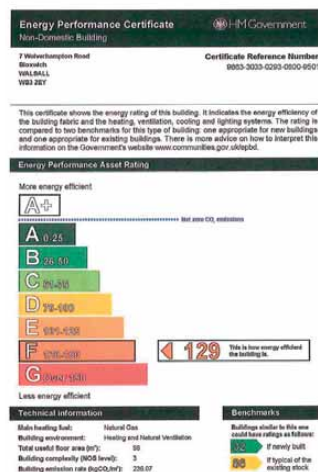
Private Side Entrance to Flat/Storage Accommodation
Room One: 16.89sq.mtrs (181sq.ft), landing, Shower Room with glazed shower enclosure, pedestal wash basin and wc,
Room Two: 8.63sq.mtrs (92sq.ft),
Room Three: 11.24sq.mtrs (121sq.ft),
Room Four: 9.63sq.mtrs (103sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 19

Freehold Vacant Possession

Guide Price: £64,000 - £69,000

9 Newman Road, Tipton, West Midlands DY4 0EN

Property Description:

A detached two bedroomed bungalow of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway giving access to garage. The property requires modernisation and improvement throughout. Newman Road is located off Bagnall Street and Willingsworth Road both of which are found off Leabrook Road (A4037)

panelled bath, wash basin and WC

Outside:

(Front) Lawned foregarden and driveway giving access to garage

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen, Two Bedrooms and Bathroom with



LOT 20

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

41 Friesland Drive, Wolverhampton, West Midlands WV1 2AE



Property Description:

A two bedroomed semi-detached bungalow of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and block paved driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Friesland Drive is located off Deans Road which in turn is found off the Wolverhampton Road (A4124).

Outside:

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

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen, Two Bedrooms and Shower Room having shower cubicle, wash basin and WC.



LOT 21

Freehold Vacant Possession
Guide Price: £86,000 - £94,000

128 Holly Lane, Walsall Wood, Walsall, WS9 9JH

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway giving access to detached garage providing off road parking. The property benefits from having UPVC double glazing and gas fired central heating and further benefits from having been extended to the rear. Holly Lane is located off Castle Lane and Shire Ridge.

Outside:

(Front) Lawned foregarden and driveway giving access to detached garage

(Side and Rear) Garden with wooden storage shed

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Inner Lobby and Kitchen

First Floor:

Having Three Bedrooms, Shower Room and WC with washbasin



MAILING LIST

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 5th December 2013 at Aston Villa Football Club, Aston Villa, Birmingham. Please complete the slip found at the back of this Viewing Schedule, and hand it to us at the auction or post it to us at the address provided.

Cottons
CHARTERED SURVEYORS

LOT 22

Freehold Industrial Property with Vacant Possession

Guide Price: £160,000 - £180,000

64 – 65 Lodgefield Road, Halesowen, West Midlands, B62 8AR



Property Description:

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

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

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

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

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

The interior of the building is partitioned to provide a large open workshop or warehouse, with a loading dock, kitchen, office and toilet accommodation. At first floor level, there are two offices.

Accommodation:

Ground Floor:

Gross Internal Area
1,042.1 sq.m (11,218 sq.ft)

First Floor:

24.1 sq.m (259 sq.ft)

Total Gross Internal Area

1,066.2 sq.m (11,477 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 23

Freehold Vacant Possession
By Instruction of the Joint LPA Receivers
 Guide Price: £84,000 - £94,000

244 School Road, Yardley Wood, Birmingham, B14 4HA


Description:

An end of terrace two storey premises of brick construction surmounted by a pitched tiled roof which forms part of a parade of similar units on School Road. The property comprises a ground floor retail unit and a self contained two bedroom flat on the first floor. The property requires refurbishment and modernisation throughout. School Road is located off Highfield Road (A4040) in a predominately residential area situated within Yardley Wood approximately 6 miles from Birmingham City Centre.

Accommodation:
Ground Floor:

Retail area – 565 sq ft (52 sq m)
 Kitchen – 27 sq ft (2.5 sq m)

First Floor:

Stairs and landing, living room, kitchen, bathroom with panelled bath/wash basin, toilet, bedroom 1, study and bedroom 2

Outside:

(Front) Off road parking
 (Rear) Yard with external storage and toilets

Deposits:

The successful purchaser will be required to pay a deposit representing 10% of the purchase price in cleared funds comprising of either a Banker's Draft or Building Society Cheque. No other forms of payment will be acceptable and the auctioneer will reserve the right to refuse any bid/reoffer the lot, if this is not adhered to.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233


LOT 24

Freehold Grazing Land with Vacant Possession
 Guide Price: £5,000 to £10,000

Land Located off Strawberry Lane, Willenhall, WV13


Description:

A parcel of freehold grazing land triangular in shape and extending to an area of approximately 2.321 acres (0.93 hectares) and accessed by way of a public footpath which leads off

Strawberry Lane adjacent to Unit 31 (WV13 3RS).

Strawberry Lane leads directly off Neachells Lane which in turn leads off Willenhall Road (A454) to the south



and Wednesfield Way (A124) to the north.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 25

A Pair of Freehold Part Built Dwelling Houses

Guide Price: £250,000 to £260,000

Land Between 32 & 34 Saxon Wood Road, Cheswick Green, Solihull, West Midlands B90 4JN

Property Description:

A parcel of land located directly between 32 and 34 Saxon Wood Road, containing a pair of part built semi-detached dwelling houses of two and a half storey cavity brick wall construction, surmounted by pitched tile clad roofs. The properties are in shell condition and require finishing. Saxon Wood Road leads via Cheswick Way off Creynolds Lane and which in turn leads off Stratford Road (A34). The properties are situated overlooking open countryside to the rear and form part of the popular modern village of Cheswick Green conveniently located within one and a half miles from the M42 Motorway (junction 4) and approximately three miles distance to the south of Solihull Town Centre.

Planning:

Planning consent was granted by Solihull Metropolitan Borough Council (Ref: 2006/68) and dated 31 October 2006 for the erection of 2 No. 3 bedroom houses following resubmission of application 2005/2161. Drawings approved with the planning consent detailed a pair of semi-detached houses, two and a half storeys high, each comprising of the following:

Proposed Accommodation:

Ground Floor:

Entrance Hall with Cloak Room having wc and wash basin, Lounge, Dining Kitchen,

First Floor:

Stairs and Landing, Bedroom One, Family Bathroom with bath, wash basin and wc, Bedroom Two with En-suite Shower Room having wash basin and wc

Second Floor:

Stairs to Bedroom Three

Outside:

Front & Rear Gardens with car parking provision

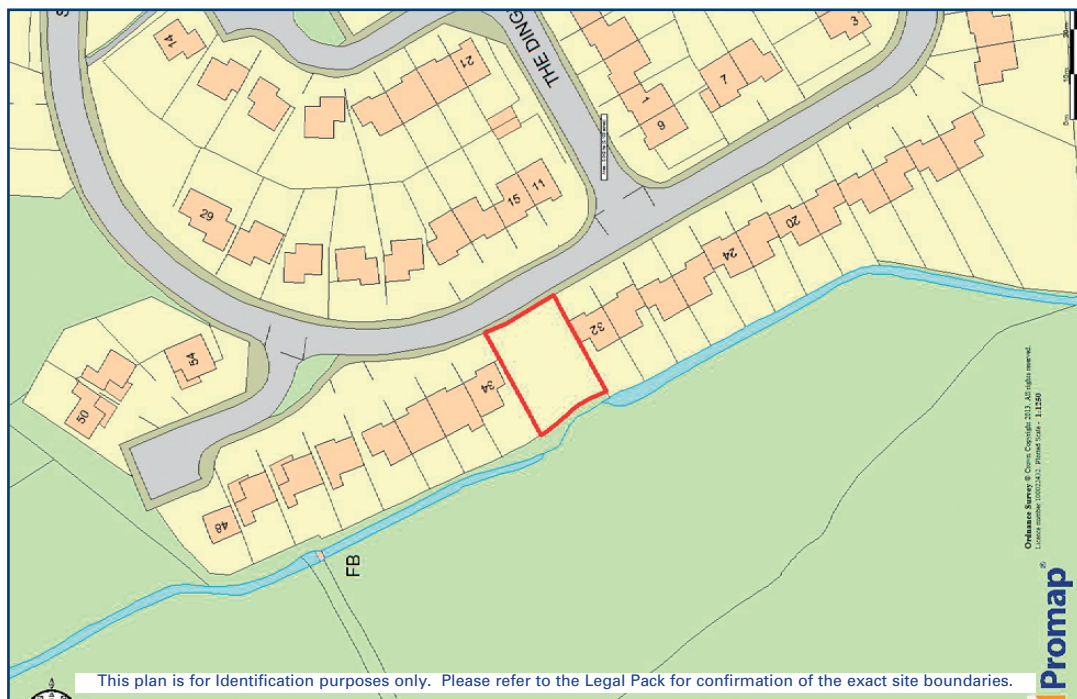
A copy of the planning consent and Architect's drawings are available to download from Solihull MBC website or by inspection at the Auctioneers' offices. All interested parties should contact the local planning department at Solihull MBC prior to bidding to satisfy themselves in respect of all matters relating to planning and building control.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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

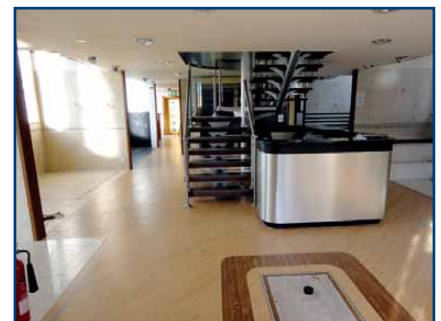
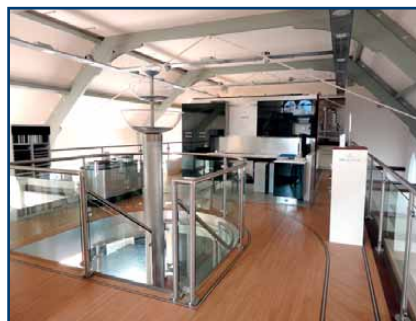
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Promap

LOT 26

Freehold Part Investment
By Instruction of the Joint LPA Receivers
Guide Price: £ 180,000 to £200,000

**Former Alcester Street Methodist Church, Ipsley Street, Redditch,
Worcestershire B98 8AA**



Property Description:

A detached former church premises of brick construction surmounted by a pitched slate clad roof situated fronting Ipsley Street at the junction with Pool Place. The property is currently subdivided into two separate units with offices to the lower ground floor and a former kitchen and bathroom retail show room to the first and mezzanine floors.

In addition the property benefits from a private secure gated car parking area located to the side. The property is conveniently situated on the edge of Redditch Town Centre and adjacent to Redditch Ring Way (B4180).

Tenancy Information:

Lower Ground Floor: Currently let on an informal basis to A & M Mortgage Partnership at a rental of £12,000 per annum. The receivers are currently in negotiations to formalise the tenancy on a new five year lease to commence prior to the auction date.

Upper Ground Floor & Mezzanine:

Currently Vacant

Accommodation Lower Ground Floor

(Not Inspected)

Information contained on the Valuation Office Agency Website details the following:

The property comprises of a range of Offices with Meeting Room, Kitchen, Staff Toilets and Internal Storage extending to a Net Internal Area of 170.2sq.mtrs (1,832sq.ft)

Upper Ground Floor

A former Kitchen and Bathroom Retail Showroom: 177.59sq.mtrs (1,911sq.ft) comprising Main Retail Area, Store, Staff Toilet with wc and wash basin, Managers' Office, Kitchen and Access to Rear Fire Escape, Modern Glass Staircase leading to

Mezzanine Floor

98sq.mtrs (1,055sq.ft) having an Additional Showroom and Two Store Cupboards

Gross Internal Area

Lower Ground Floor:
170.2sq.mtrs (1,832sq.ft) (Net Internal)

Upper Ground Floor:
177.59sq.mtrs (1,911sq.ft)

Mezzanine:
98sq.mtrs (1,055sq.ft)

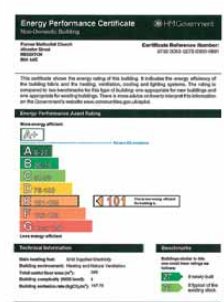
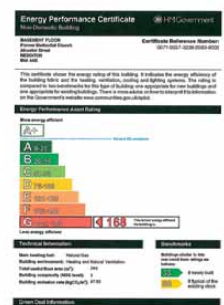
Total:
445.79sq.mtrs (4,798sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 27

Freehold Vacant Possession by Instructions of the LPA Receivers

Guide Price: £125,000 - £145,000, + VAT

3 High Street, Bromsgrove, Worcestershire, B61 8AJ



Property Description:

Bromsgrove is a town in northern Worcestershire, approximately 16 miles north east of Worcester, and 13 miles south west of Birmingham City Centre.

The town is recorded as having a population of 29,237 in 2001, and a district population of 87,837.

Bromsgrove is intersected by the A38, which was bypassed to the east of the Town in 1980. The M5 motorway borders the western side of the town accessible at junction 5, approximately 4 miles to the south, whereas the M42 motorway is located approximately 3 miles to the north, accessible at junction 1.

The property is located close to the south of the pedestrianised part of High Street, and adjacent or nearby occupiers include Pizza Express, Betfred, Prezzo, A Plan Insurance, Pizza Hut, Poundland and Wetherspoons.

The property comprises a three storey middle of terrace building of traditional brickwork construction with a pitched tiled roof.

The ground floor provides shop or showroom accommodation, with potential for restaurant, takeaway, office or leisure uses, subject to statutory consents.

The first and second floors comprise self-contained office accommodation, approached via a separate rear entrance, with potential for continued office use, or perhaps residential use, subject to statutory consents.

There is a car park at the rear of the adjacent property, 5 High Street, where some space has been reserved for the benefit of the subject property.

Accommodation:

Ground Floor:

Sales/Showroom	978 sq.ft (90.9 sq.m)
Rear Store	16 sq.ft (1.5 sq.m)

First Floor:

(Approached via a lobby and shared staircase leading off rear car park)	
Offices	794 sq.ft (73.8 sq.m)

Second Floor:

(Approached via ladder style staircase)	
Store	278 sq.ft (25.8 sq.m)
Restricted Height	103 sq.ft (9.6 sq.m)

Total Gross Area – Second Floor 381 sq.ft (35.4 sq.m)

Total Net Internal Area 2066 sq.ft (191.9 sq.m)

Planning:

By way of an application No: 11/0982 dated 21st November 2011, planning permission was granted, subject to conditions, for the change of use of the premises to A3 (restaurants & cafes). A copy of the planning permission is available within the legal pack.

VAT:

The VAT exemption in respect of this property has been waived. Accordingly, the sale proceeds shall attract VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 28
**Freehold Commercial Investment Property
by Instructions of the LPA Receivers**
 Guide Price: £195,000 - £215,000, + VAT

5 High Street, Bromsgrove, Worcestershire, B61 8AJ

Property Description:

Bromsgrove is a town in northern Worcestershire, approximately 16 miles north east of Worcester, and 13 miles south west of Birmingham City Centre.

The town is recorded as having a population of 29,237 in 2001, and a district population of 87,837.

Bromsgrove is intersected by the A38, which was bypassed to the east of the Town in 1980. The M5 motorway borders the western side of the town, accessible at junction 5, approximately 4 miles to the south, whereas the M42 motorway is located approximately 3 miles to the north, accessible at junction 1.

The property is located close to the south of the pedestrianised part of High Street, and adjacent or nearby occupiers include Pizza Express, Betfred, Prezzo, A Plan Insurance, Pizza Hut, Poundland and Wetherspoons.

The main building is of three storey brickwork construction, with a pitched tiled roof. There is a substantial three storey extension to the rear of the main building of similar construction.

There is a car park to the rear of the property, providing off road parking spaces, and independent access to the rear of the building. The car park is shared with 3 High Street.

The entire premises are subject to an occupational lease, and are occupied for office purposes by a local newspaper.

It is considered that the property has potential for alternative uses, and future development in respect of both the ground floor office premises as well as the first and second floor accommodation. For example, the ground floor may be suitable for retail or leisure purposes, whilst the upper floors may have potential for residential development, subject to statutory consents.

Accommodation:
Ground Floor:

Office 1,253 sq.ft (116.4 sq.m)

First Floor:

Offices 1,009 sq.ft (93.7 sq.m)

Second Floor:

Offices 1,085 sq.ft (100.8 sq.m)

Total Net Internal Area 3,347 sq.ft (310.9 sq.m)

Outside:

Car Park

Tenancy:

The entire premises are subject to a lease to Newsquest Media (Midlands) Limited. The lease is for a term of 25 years from 25th December 1989, and is drafted on tenants full repairing and insuring terms. We understand the current rent passing is £42,000, per annum, exclusive, and the lease contains provisions for rent reviews every 5 years.

VAT

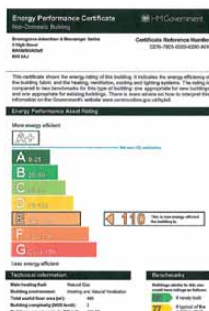
The VAT exemption in respect of this property has been waived. Accordingly, the sale proceeds shall attract VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

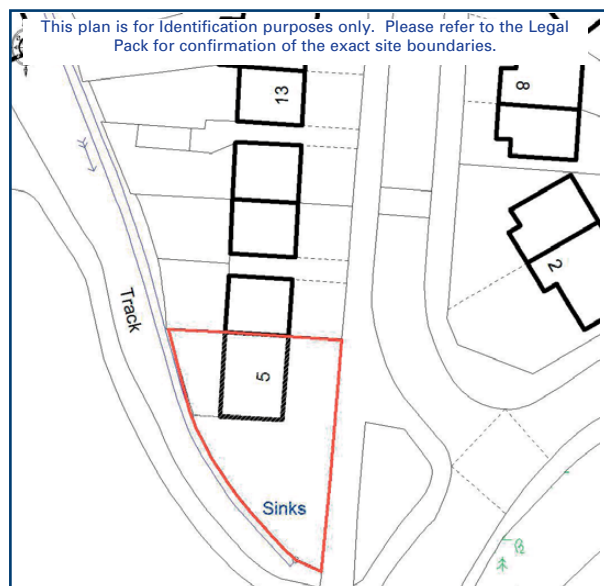
Via Cottons – 0121 247 2233



LOT 29

Freehold Vacant Possession
Guide Price: £72,000 - £78,000

5 Dovedale Avenue, Willenhall, West Midlands WV12 4NA



Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway giving access to garage allowing for off road parking. The property benefits from having UPVC double glazing and gas fired

central heating however does require some modernisation and improvement. Dovedale Avenue is located off Ashmore Lake Road.

Accommodation:

Ground Floor:
Entrance Hallway, Through Lounge, Dining Kitchen

First Floor:

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

Outside:

(Front) Lawned foregarden and driveway giving access to garage

(Rear and Side) Lawned and paved garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 30

Freehold Vacant Possession
Guide Price: £60,000-£68,000

7 Brooklyn Avenue, Aston, Birmingham B6 5BB

Property Description:

An end terraced property of brick construction surmounted by a pitched tile clad roof, benefitting from warm air heating and UPVC double glazed windows. The property forms part of an established residential area and Brooklyn Avenue leads off Victoria Road which in turn leads to High Street (A34) and the property is conveniently located within 0.5 miles of the Aston Expressway (A38).

Accommodation:

Ground Floor:
Enclosed porch, reception hall, under stair storage, lounge, kitchen/diner

First Floor:

Stairs and landing, two double bedrooms, bathroom with panel bath and wash basin, separate WC.

Outside:

(Front) Paved fore garden

(Rear) Yard and garden with brick out building and rear pedestrian access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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LOT 31

Freehold Vacant Possession
 Guide Price: £66,000 to £72,000

2 Old Postway, Lozells, Birmingham B19 2DH

Property Description:

An end terrace property of brick construction surmounted by a tile clad roof, set back from the road behind a lawned foregarden and tarmac covered driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Old Postway is located off Wheeler Street which in turn is found off Lozells Road.

Accommodation:

Ground Floor:

Lounge, Kitchen

First Floor:

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

Outside:

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

(Rear) Lawned garden

Legal Documents:

Available at
www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 32

Freehold Vacant Possession
 Guide Price: £58,000 - £64,000

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



Property Description:

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

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

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

Legal Documents:

Available at www.cottons.co.uk

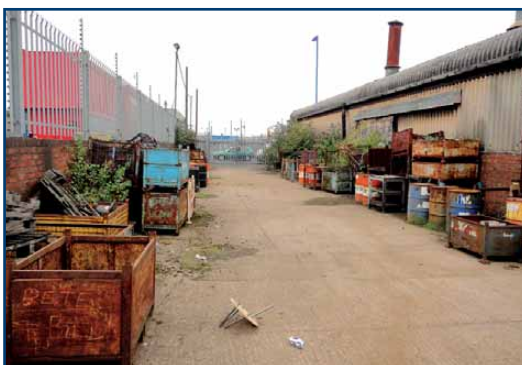
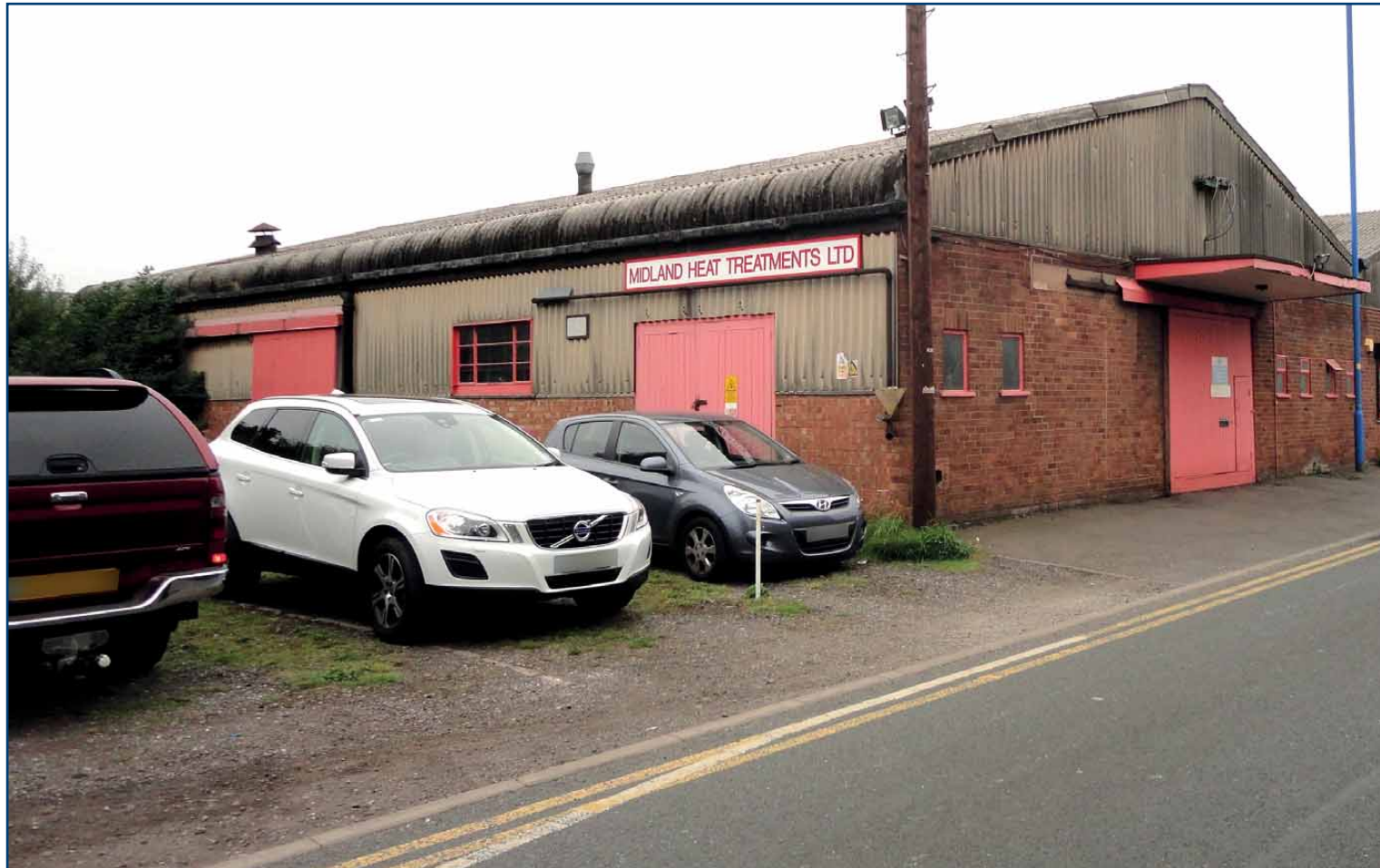
Viewings:

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LOT 33

Land lying to the west of Hickman Avenue, Wolverhampton (AKA: Midland Heat Treatments Limited, Chillington Industrial Estate, Hickman Avenue, Wolverhampton WV1 2BU)



Property Description:

A triple bay industrial premises constructed circa 1960's and currently arranged to provide approximately two thirds manufacturing premises and one third warehouse/storage premises with external storage yard and car parking. The property forms part of an industrial area and is located in a cul-de-sac accessed by a spur Road

which leads directly off Hickman Avenue immediately to the south of the junction with St Matthews Street and a short distance from the junction with Willenhall Road (A454).

Lease Information:

The property is currently let to Midland Induction Hardeners on a lease for a term of 10 years from 14th

August 2013 at a rental of £20,000 per annum, subject to five yearly rent reviews and on full repairing and insuring terms.

Accommodation:

Ground Floor:

Manufacturing Premises: 744sq.mtrs (8,013sq.ft) with Reception, Three Separate Offices, Ladies and Gents

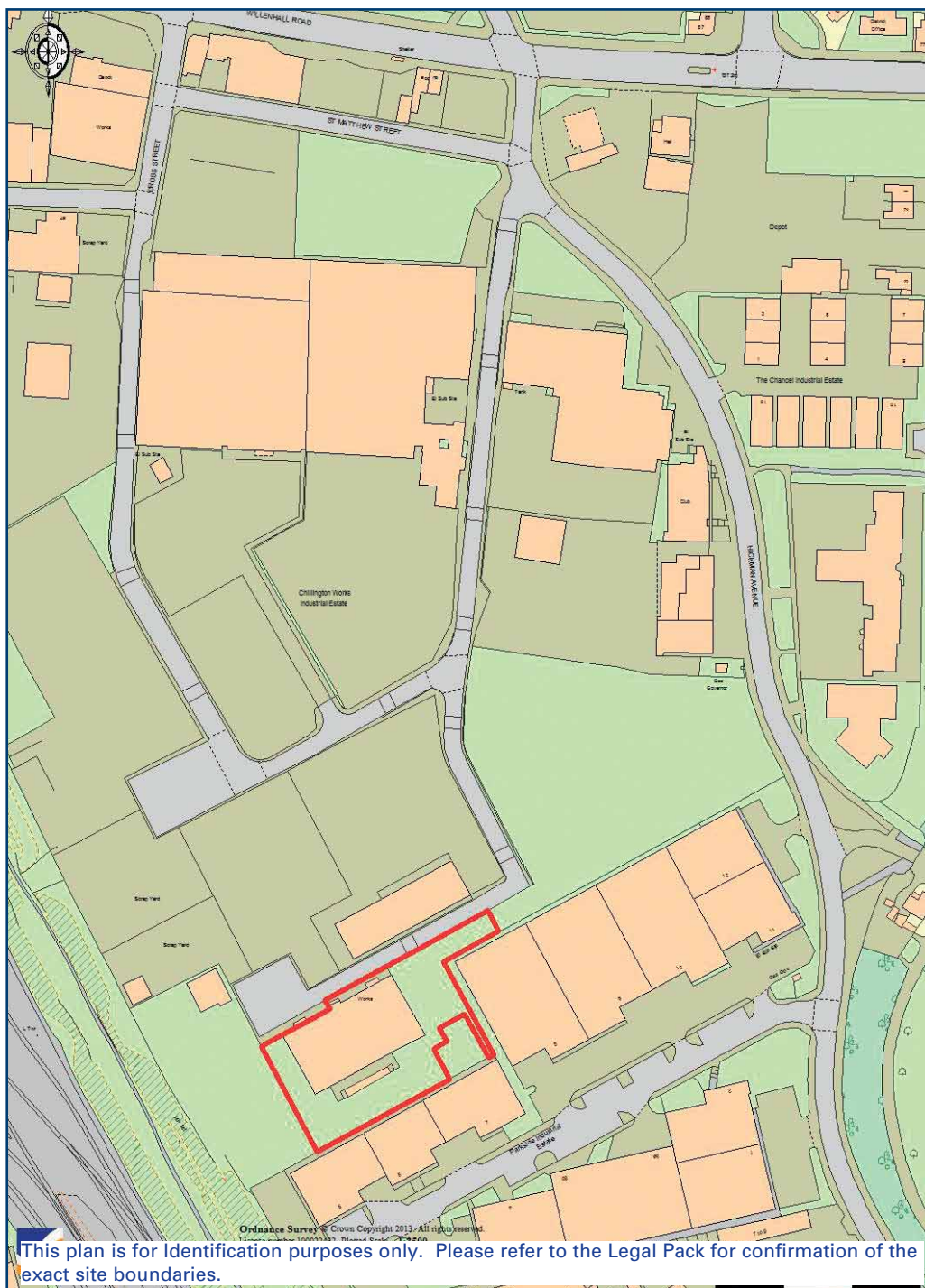
Toilets and Mezzanine Floor: 61sq.mtrs (657sq.ft)

Storage/Warehouse Premises: 370sq.mtrs (3,984sq.ft) having Vehicular Access, Partitioned Lab and Mezzanine Staff Room: 28.98sq. mtrs (312sq.ft)

Outside:

(Front) Secure gated side storage yard

Freehold Investment Premises
By Instruction of the Joint LPA Receivers
 Guide Price: £180,000 to £200,000



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

(Rear) Yard area with lower section containing brick stores and plant

Gross Internal Area:
 Approximately 1,114sq.mtrs
 (11,991sq.ft)

Total Site Area:
 Approximately 0.809 acres
 (0.327 hectares)

Legal Documents:
 Available at www.cottons.co.uk
Viewings:
 Via Cottons – 0121 247 2233

Directional Note: Please refer to directions contained in the property description and to the catalogue plan.

Energy Performance

Certificate: The EPC for this property was commissioned on 7th October 2013. This will be added to the Legal Pack and available on our website.

LOT 34

Freehold Development Land
Guide Price: £26,000 to £32,000

Land Between 63 & 69 Coronation Road, Tipton, West Midlands DY4 0XU

Property Description:

A parcel of freehold land rectangular in shape extending to a site area of approximately 0.076 acres. The land benefits from planning consent for construction of 2 No. two bedroom dwellings. Coronation Road is located off both Windsor Road and North Road. The parcel of land is set in an established residential area.

Proposed Accommodation:

Ground Floor:

Reception Room, Kitchen, WC

First Floor:

Two Bedrooms and Bathroom with wc, wash basin and panelled bath

Planning:

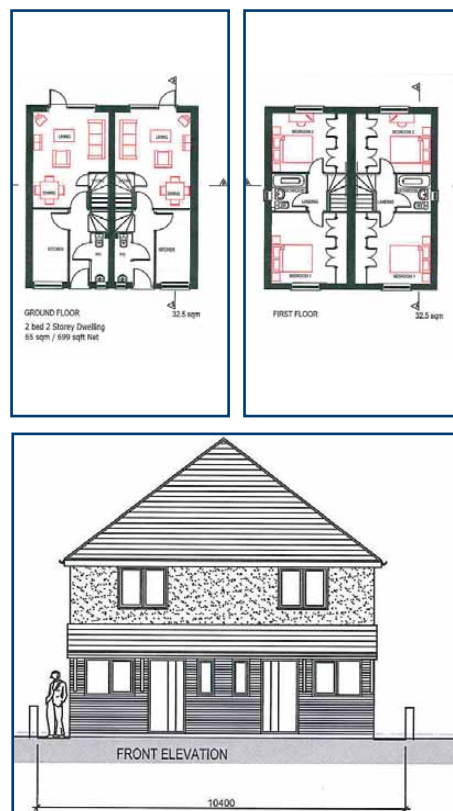
The property benefits from planning consent granted by Sandwell Metropolitan Borough Council (Ref: DC/13/55922) and dated 27th June 2013

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 35

Freehold Vacant Possession
Guide Price: £70,000 - £76,000

21 Manor Road, Tipton, West Midlands DY4 8PR



Property Description:

A mid terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and driveway allowing for off road parking. The property benefits from having UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings. Manor Road is located off both Queens Road and Park Lane West (A457)

Accommodation:

Ground Floor:

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

First Floor:

Having Three Bedrooms

Outside:

(Front) Walled foregarden and driveway.

(Rear) Garden

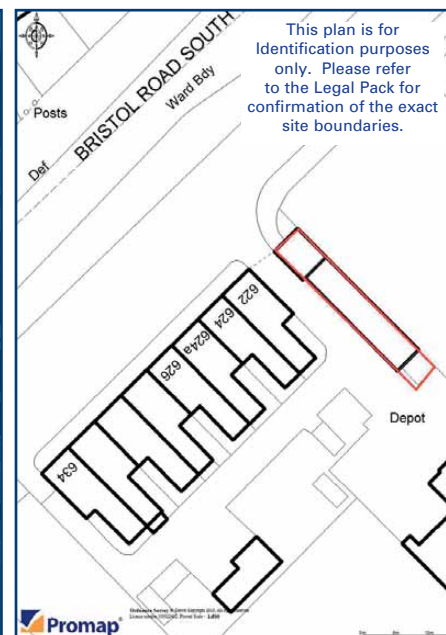
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 36
Prominent Freehold Redevelopment Opportunity
 Guide Price: £50,000 - £59,000

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

Property Description:

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

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

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

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

Planning:

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

Ground Floor

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

First Floor

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

Outside:

Bin Store and two car parking spaces located to the rear

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

Special Note:

The current planning permission has lapsed. An informal approach has subsequently been made to the local planning authority, Birmingham City Council, for modifications affecting the planning consent. Those modifications

relate to pre-application advice for the erection of a three storey building, with a retail unit on the ground floor and residential accommodation above. The local planning authority have responded under Ref: 2013/02621/PA. A copy of their letter is available within the legal documents. Briefly, the local planning authority have indicated that provided design and parking issues are properly addressed, if a planning application were submitted for a three storey building, providing a shop, with residential accommodation above, it is likely that planning permission would be granted.

Legal Documents:

Available at www.cottons.co.uk

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.

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LOT 37

482 Warwick Road, Tyseley, Birmingham, B11 2HP



Property Description:

The property is located approximately 3 miles south east of Birmingham City Centre, within a well-established commercial area fronting on to the main Warwick Road (A41).

Access to the national motorway network is available at junction 6 (Spaghetti Junction) of the M6 Motorway, approximately 5 miles to the north.

The property comprises substantial two storey warehouse and trade counter premises, with forecourt car parking.

The main walls are of brickwork construction, whilst the floors are of concrete construction and the building has a flat roof.

The working height at ground floor level is 4.65 m (15 ft 3 inches) (max) reducing to 3.51 m (11 ft 6 inches) at first floor level.

The premises have been partitioned to provide reception, trade counter, warehouse, office, storage and ancillary areas.

Accommodation (all dimensions and areas are approximate)

Ground Floor:

Warehouse, Trade Counter, Reception and Toilets
269.4 sq.m (2,900 sq.ft)

Front Mezzanine:

Office and Stores
39.9 sq.m (429 sq.ft)

Rear Mezzanine:

Reception, General Office and Three Private Offices
107.6 sq.m (1,158 sq.ft)

First Floor:

Warehouse
269.4 sq.m (2,900 sq.ft)

Total Gross Internal Area
686.3 sq.m (7,387 sq.ft)

Outside:

Forecourt Parking for up to 8 cars, if parked in tandem

Planning:

The property has been used for warehouse and trade counter purposes for many years.

The property occupies a prominent main road location, and as such may be suitable for a wide range of retail, commercial or leisure uses, subject to statutory consents.

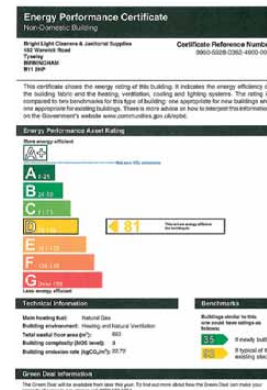
Prospective purchasers are advised to discuss their proposals with the local planning authority, Birmingham City Council on 0121 303 1115.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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Freehold Commercial Property with Vacant Possession

Guide Price: £230,000 - £255,000



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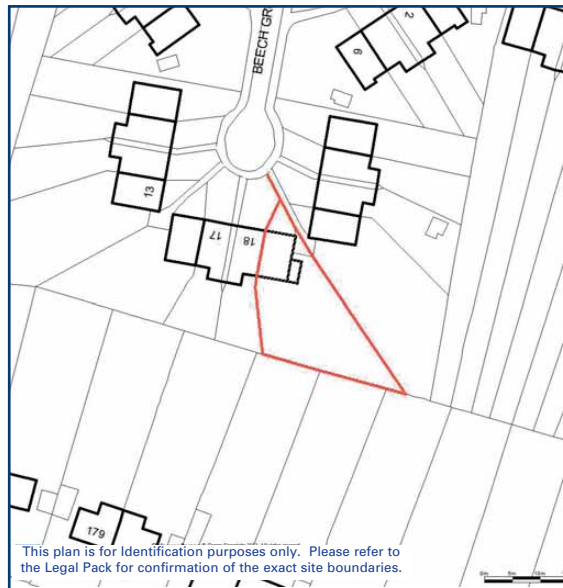
working in
association
with



LOT 38

Freehold Vacant Possession
Guide Price: £80,000 - £88,000

16 Beech Grove, Kings Heath, Birmingham B14 4DH



Property Description:

A end terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden and shared driveway giving access to rear garden. The property benefits from having gas fired central heating however does require modernisation and improvement.

Beech Grove is located off Brentford Road which in turn can be found off Haunch Lane.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

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

Outside:

(Front) Paved foregarden with shared accessed driveway
(Rear) Large rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 39

Freehold Vacant Possession
Guide Price: £68,000 to £72,000

23 Ernest Road, Dudley, West Midlands DY2 7QU



Property Description:

A three bedroom semi-detached property of rendered brick construction surmounted by a hipped tiled roof, set back from the road behind a gravelled foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Ernest Road is located off Corporation Street which in turn can be found off Highfield Road.

First Floor:

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

Outside:

(Front) Gravelled foregarden allowing for off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen, Diner, Utility Area

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LOT 40
Freehold Lock-up Garage Investment
 Guide Price: £8,000 to £10,000

Land & Garages at Leach Green Lane, Rednal, Birmingham B45 9BJ


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

Property Description:

The freehold interest in four lock-up garages together with driveway and forecourt forming part of a garage yard located off Leach Green Lane and accessed by way of a driveway between numbers 43 & 47. The property forms part of a predominantly residential area and

Leach Green Lane runs between Bristol Road South (A38) and Lickey Road (B4120).

Tenancy/Lease Information:

Garage 14: Currently let at a rental of £30 per calendar month
 Garage 15: Currently let at a rental of £30 per calendar month

Garage 16: Currently let at a rental of £35 per calendar month
 Garage 18: Subject to a long lease for a term of 99 years from 25/3/1980 at a peppercorn rent

Total Rental Income: £95 per calendar month (£1,140 per annum)

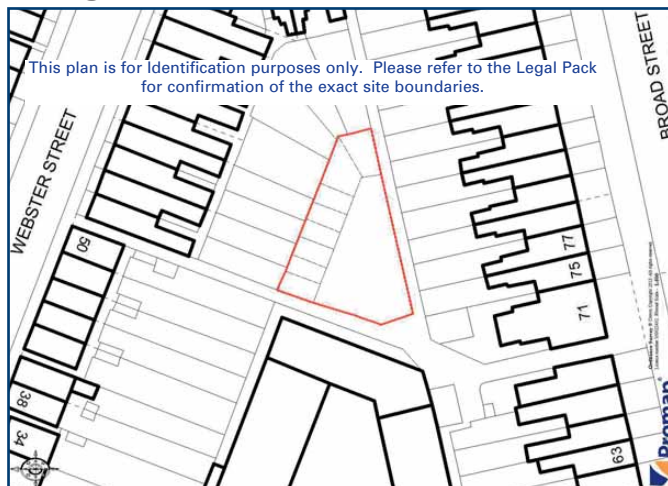
Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

LOT 41
Freehold Garage Yard Investment
 Guide Price: £34,000 to £38,000

Garage Yard to the Rear of 75 – 95 Broad Street, Coventry CV6 5AX


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



ENTRANCE TO SITE FROM BROAD ST


Property Description:

A lock up garage yard containing 10 garages located in a secure gated site extending to an area of approximately 0.074 acres and accessed via a driveway adjacent to 69 Broad Street. The site originally contained 8 brick built garages that have had replacement roofs within the last 3 years, and 2 further garages have been built approximately 14 months ago. Broad Street is located of Foleshill road (B4119). 9 of the 10 garages are currently let on Assured Shorthold Tenancy Agreements.

A Schedule of Rentals is detailed below:

Garage 1:	£30 per calendar month (£360 per annum)	(Not suitable for vehicle storage)
Garage 2:	£40 per calendar month (£480 per annum)	(Not suitable for vehicle storage)
Garage 3:	£40 per calendar month (£480 per annum)	
Garage 4:	£40 per calendar month (£480 per annum)	
Garage 5:	£50 per calendar month (£600 per annum)	
Garage 6:	£40 per calendar month (£480 per annum)	
Garage 7:	£50 per calendar month (£600 per annum)	
Garage 8:	Vacant	
Garage 9:	£50 per calendar month (£600 per annum)	
Garage 10:	£50 per calendar month (£600 per annum)	
Total Rental Income:	£390 per calendar month (£4,680 per annum)	

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 42

Freehold Ground Rent
Guide Price: £2,500 to £3,000

Freehold Ground Rent, 27 Medina Road, Tyseley, Birmingham B11 3SA



Description:

A residential freehold ground rent secured upon a traditional mid terraced house of brick construction with slate clad roof and subject to a long lease for a term of 75 years from 24th June 1985 at a ground rent of £35 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 43

Freehold Ground Rent
Guide Price: £3,000 to £3,500

Freehold Ground Rent, 73 Sir Hiltons Road, West Heath, Birmingham B31 3NN



Description:

A residential freehold ground rent secured upon a traditional semi detached house of brick construction surmounted by a hipped tile clad roof and subject to a long lease for a term of 75 years from 24th June 1985 at a ground rent of £35 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 44

Freehold Ground Rents
Guide Price: £6,000 to £8,000

Freehold Residential Ground Rent Investments 6 Castle Close, 17 & 19 Anchor Close, Amington, Tamworth, Staffordshire B77



Description:

Three freehold ground rents secured upon modern semi detached houses located in the residential suburb of Amington and each subject to a long leasehold interest for a term of 99 years which commenced on 24th June

1970 at a ground rent of £30 per annum.

Total Ground Rent Income: £90 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 45

Freehold Ground Rents
Guide Price: £9,000 to £11,000

Freehold Residential Ground Rent Investments 1, 4, 5, 6 & 25 Mount Pleasant, Tamworth Staffordshire B77



Description:

Five freehold ground rents secured upon modern town houses located in Mount Pleasant and subject to the following:

Numbers 1, 5 & 25 Mount Pleasant are subject to a long leaseholds for a term of 99 years from 24th June 1964 and at a ground rent of £17 per annum each.

Numbers: 4 & 6 Mount Pleasant are subject to a long lease for a term of 99 years from 25th December 1977 at a ground rent of £30 per annum each. Total Ground Rent Income: £111 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 46
Freehold Ground Rents
 Guide Price: £10,000 to £13,000

Freehold Residential Ground Rent Investments, 10, 12, 16 & 33 Sherbrooke Avenue, Wilnecote B77
**Description:**

Four freehold ground rents secured upon modern semi detached houses located in Sherbrooke Avenue in the residential suburb of Wilnecote and subject to the following:

10, 12 & 16 Sherbrooke Avenue are subject to long leaseholds for a term of 99 years from 25th March 1965 at a ground rent of £18 per annum each.

33 Sherbrooke Avenue is subject to a long leasehold for a term of 99 years from 25th March 1965 at a ground rent of £20 per annum.

Total Ground Rent Income: £74 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 47
Freehold Ground Rents
 Guide Price: £13,000 to £16,000

Freehold Residential Ground Rent Investments, 43, 49, 54 & 69 St Blaise Avenue, Water Orton Birmingham B46
**Description:**

Four freehold ground rents secured upon modern semi detached houses located on the outskirts of Birmingham and in the county of North Warwickshire.

Each property is subject to a long leasehold term of 99 years from 25th March 1969 at a ground rent of £30 per annum each.

Total Ground Rent Income: £120 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 48
Freehold Ground Rents
 Guide Price: £13,000 to £16,000

Freehold Residential Ground Rent Investments, 6, 38, 46, 48 & 52 Belmont Road, Wilnecote, Tamworth Staffordshire B77
**Description:**

Five freehold ground rents secured upon modern semi detached houses located in Belmont Road in the residential suburb of Wilnecote and subject to long leaseholds for a term of 99 years from 25th March 1965 at a ground rent of £20 per annum each.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

Total Ground Rent Income: £100 per annum

LOT 49
Freehold Ground Rents
 Guide Price: £13,000 to £16,000

Freehold Residential Ground Rent Investments 15, 25, 27, 33 & 37 Belmont Road, Wilnecote, Tamworth, Staffordshire B77
**Description:**

Five freehold ground rents secured upon modern semi detached houses located in Belmont Road in the residential suburb of Wilnecote and subject to long leaseholds for a term of 99 years from 25th March 1965 at a ground rent of £20 per annum each.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

Total Ground Rent Income: £100 per annum

LOT 50

Freehold Vacant Possession
Guide Price: £28,000 to £34,000

93B Stafford Road, Huntington, Cannock, Staffordshire WS12 4NU



Property Description:

A detached single storey premises of brick construction previously used as a hairdressing salon/retail unit, set well back from the road behind a gravelled foregarden. The property is rectangular in shape and is offered for sale in a presentable condition having undergone internal redecoration. The property is located opposite the junction with Midland Road and forms part of a predominantly residential area conveniently located within approximately one and a half miles distance to the north of Cannock Town Centre which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Retail Shop/Office with roller shutter protection, Rear Room/Office, Wash Room with wc and pedestal wash basin

Outside:

Gravelled foregarden

Gross Internal Area:

37.92sq.mtrs (408sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 51

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

168 Fordhouse Road, Bushbury, Wolverhampton WV10 9EX

Property Description:

A three bedroom semi-detached property surmounted by a tiled roof, set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property benefits from having UPVC double glazing however does require some modernisation and improvement. Fordhouse Road is located off Elston Hall Lane which in turn can be found off Three Tuns Lane.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Room, Kitchen

First Floor:

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

Outside:

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



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 52

Freehold Vacant Possession
Guide Price: £46,000 to £52,000

12 Crusader Close, Oldbury, West Midlands B69 1EF

Property Description:

A three storey mid town house set back from the road behind a gated block paved foregarden allowing for off road parking. The property benefits from UPVC double glazing and gas fired central heating. Crusader Close is located off Wolverley Crescent which in turn can be found off Shelsley Avenue.

Accommodation:

Ground Floor:

Entrance Hallway, WC, Kitchen/Dining Room

First Floor:

Lounge, Bedroom

Second Floor:

Two Bedrooms and Bathroom with panelled having electric shower over, wc and wash basin.

Outside:

(Front) Block paved gated foregarden allowing for off road parking
(Rear) Garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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)

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

LOT 53

Freehold Vacant Possession
Guide Price: £170,000 to £180,000

46 Walsall Road, Lichfield, Staffordshire WS13 8AF



Property Description:

A four bedroom mid terraced property of brick construction surmounted by a tiled roof, set back from the road behind a hedged foregarden. The property requires modernisation and improvement throughout. Walsall Road is located off Friary Road which in turn can be found off Western By-Pass A51 and the property is within approximately a quarter of a mile distance from the main shopping area of Lichfield.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen and Cellar

First Floor:

Three Bedrooms and Bathroom with bath, wash basin and wc

Second Floor:

Bedroom Four and Store Room X 2

Outside:

(Front) Walled foregarden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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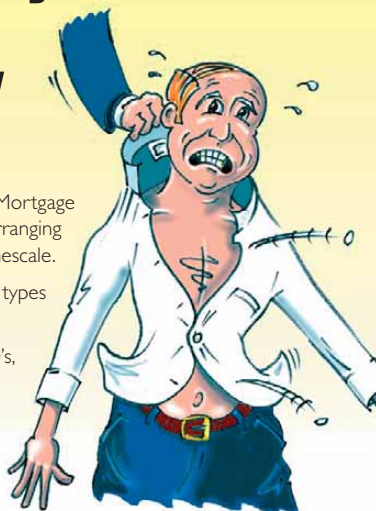
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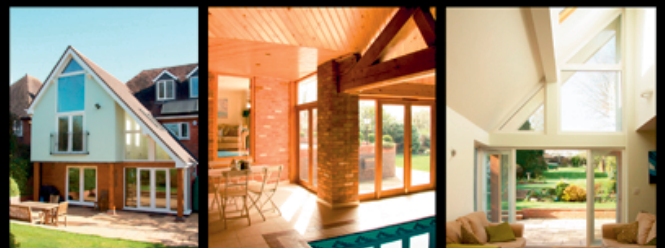


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ADVICE AT THE AUCTION BETWEEN 11.30am and 1.30pm

LOT 54

JKL Industrial Services Ltd, Canalside Close, Goscote, Walsall WS3 1NZ



Property Description:

A modern industrial workshop premises with ancillary office accommodation occupying a secure site roughly rectangular in shape and extending to an area of approximately 0.423 acres (0.171 hectares). The workshop premises were constructed in approximately 1990 of steel portal frame with brick and block elevations and was further extended in 2000 to provide an additional workshop unit. The property occupies a secure yard providing car parking, loading facility and storage. The property is situated in a cul-de-sac forming part of a small industrial estate known as Goscote Industrial Estate located off Slacky Lane which is located within approximately three quarters of a mile distance from Lichfield Road (A4124) providing direct access to Bloxwich Town Centre and is located approximately three miles distance to the north east of the M6 Motorway (junction 10).

Note:

The Receivers have served notice upon the existing occupier to vacate the premises by 18th October 2013. Please refer to the Legal Pack for details.

Accommodation:

Ground Floor:

Office Accommodation:

Reception Hall, Office One, Office Two, Ladies and Gents Toilets, Works Office, Factory/Workshop Premises

Two Combined Portal Framed Units: Unit One: Eaves Height: 4.09mtrs (13.41ft), Unit Two: Eaves Height: 6.92mtrs (22.7ft) with a Separate Store Room, Works Washroom with wc, Roller Shutter Door access to front and rear

Outside:

Secure tarmacadamed yard area providing off road parking and loading access and a further yard area located to the rear

Gross Internal Areas:

Office Accommodation:
56.79sq.mtrs (611sq.ft)

Workshop Accommodation:
737.89sq.mtrs (7,942sq.ft)
Total Area: 794.68sq.mtrs (8,554sq.ft)

Site Area: 0.423 acres (0.171 hectares)

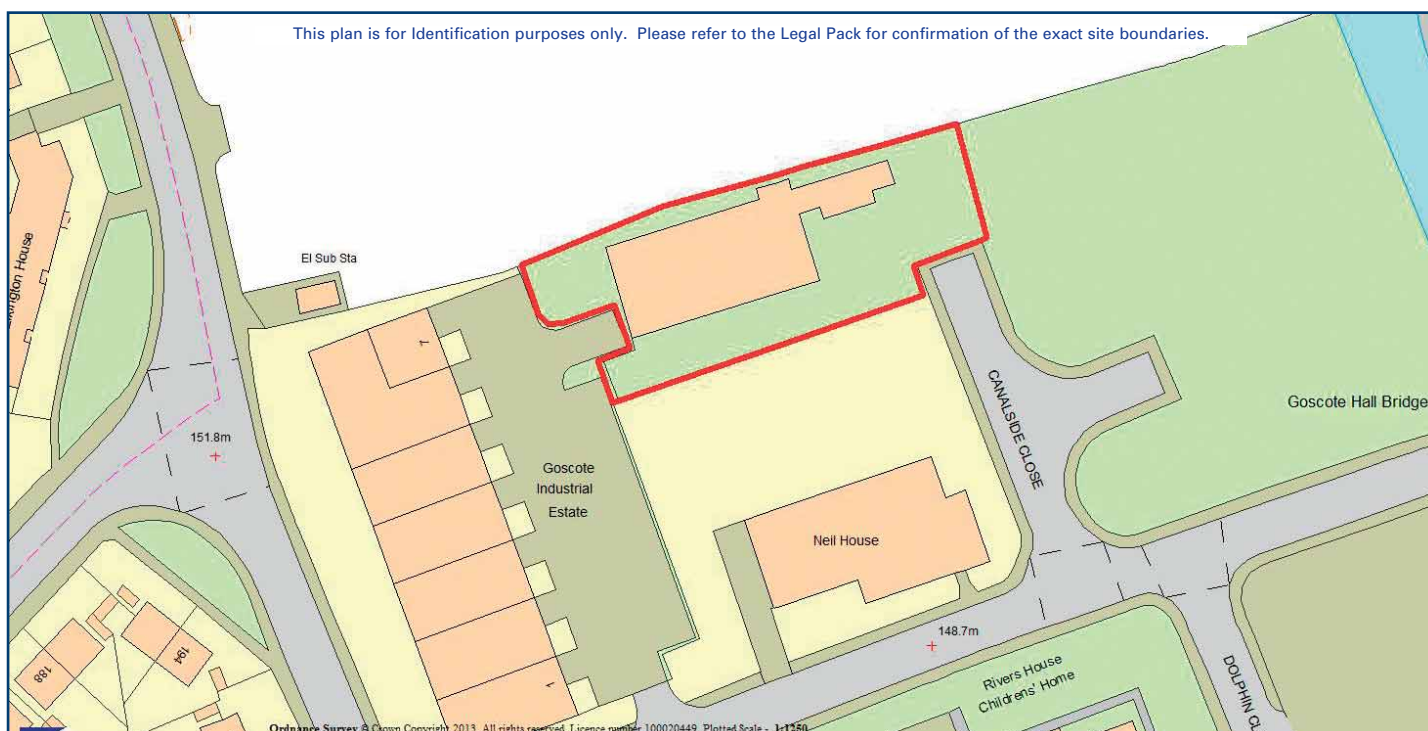
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Freehold Industrial Unit
By Instruction of the Joint LPA Receivers
Guide Price: £150,000 to £170,000



LOT 55

Freehold Vacant Possession

Guide Price: £270,000 - £290,000

5 Dyott Road, Moseley, Birmingham B13 9QZ



Property Description:

A Four bedroom detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway giving access to the garage and store. The property benefits from having well laid out spacious accommodation however does require modernisation, improvement and structural repair. The property is

located on Dyott Road close to the junction with Billesley Lane which in turn can be found off Wake Green Road (B4217)

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Open Plan Kitchen/Diner, Lean-to

First Floor:

Having Four Bedrooms and Bathroom having panelled bath, wash basin and shower cubicle, Separate WC and Store Cupboard

Outside:

(Front) Lawned garden and tarmac covered driveway giving access to garage and store

(Rear) Brick built store and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LEGAL PACKS

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale. It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction. The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

If you need any help please contact the Auction Team

Tel 0121 247 2233

LOT 56
Freehold Vacant Possession
 Guide Price: £240,000 - £250,000

169 Cole Valley Road, Hall Green, Birmingham, B28 0DG
**Property Description:**

A large detached property of brick construction surmounted by a tiled roof, providing extensive accommodation on three floors located in a site of approximately 0.160 acres. The property benefits from having a gas fired central heating system and majority UPVC double glazed window units, however, the property is in need of improvement works. The property forms part of a highly regarded residential area. Cole Valley Road leads directly off Brook Lane which leads off Robin Hood Lane (A4040).

Accommodation:**Ground Floor:**

Entrance Hallway, Under-stairs Cupboard, WC, Two Reception Rooms, Dining Kitchen

First Floor:

Landing, Five Bedrooms, Bathroom/ WC stairs to

Second Floor:

Loft room

Outside:

(Front) Driveway and fore garden

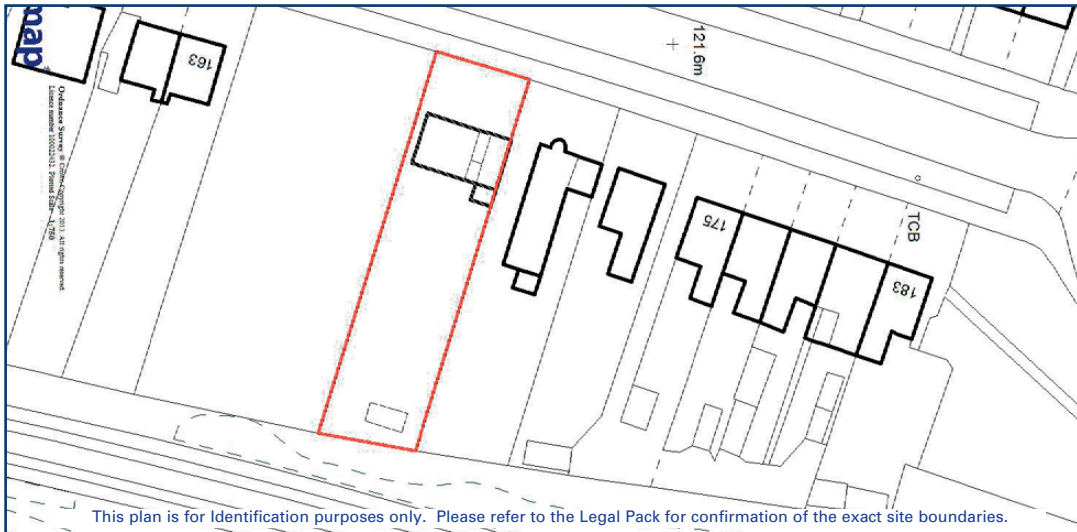
(Rear) Lawn garden, workshop and further driveway parking

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

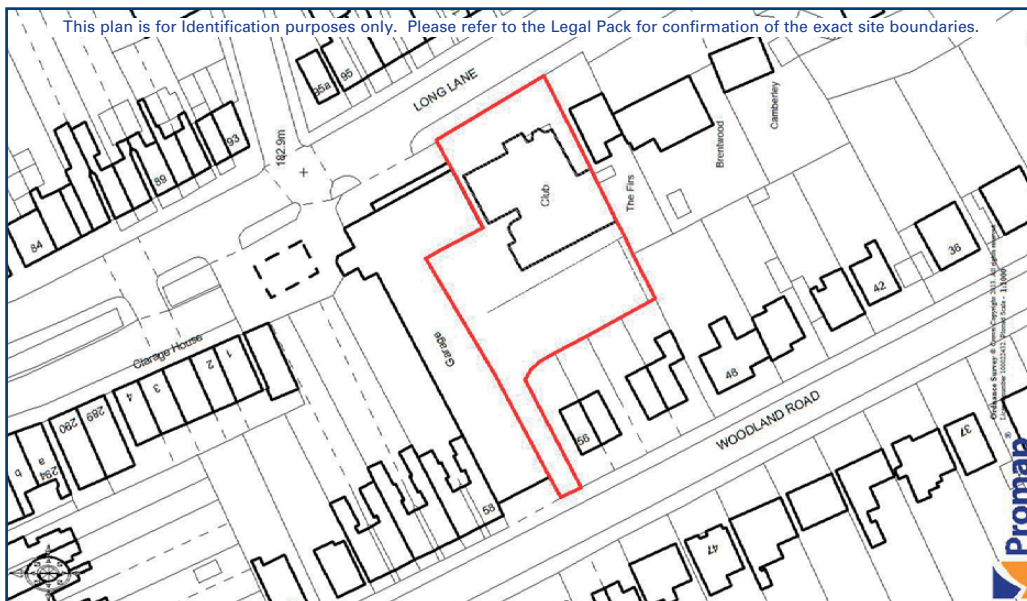


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on Thursday 5th December 2013
 at Aston Villa Football Club, Aston Villa, Birmingham.
 please complete the slip found on the back of the viewing schedule and hand it to us at the auction or post it to us at the address provided.

LOT 57

Freehold Vacant Possession
Guide Price: £150,000 to £170,000

Hill And Cakemore Conservative & Unionist Club, Long Lane, Halesowen, West Midlands B62 9JZ



Property Description:

A substantial detached brick built property of brick construction surmounted by a tiled roof and set back from the road behind a tarmac covered dual entrance forecourt. The property is a long established social club having bar area, function/clubroom, snooker room, offices, stores, three bedroom steward's accommodation and a large car park to the rear accessed via Woodland road.

The property forms part of a site extending to 0.343 acres and may be suitable for a variety of uses however all interested parties must obtain the correct planning or discuss any proposals with Dudley Metropolitan Borough Council. The property is

located on Long Lane close to the junction with Southwick Road. Long Lane is located off Halesowen Road (A458).

Accommodation: Conservative Club: Ground Floor:

Porch, Entrance Lobby/Hall, Bar Area, Club/Function Room, Store, Stairs to Cellar, Ladies and Gents Toilets

First Floor:

Landing, Inner Lobby, Snooker Room, Office, Store x 3, Gents Toilets

Steward's Living Accommodation:

(Accessed from the club and externally)

Ground Floor:

Hallway, Dining Kitchen, Lounge and Shower Room with shower cubicle, wc and wash basin, Rear Lobby

First Floor:

Three Bedrooms

Outside:

(Front) Dual entrance driveway

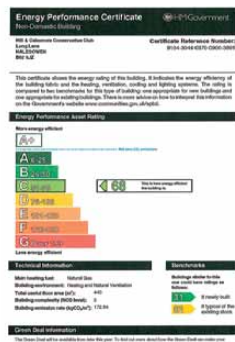
(Rear) Car park providing parking for approximately 20 vehicles accessed via Woodland Road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 58

Freehold Investment
 Guide Price: £50,000 to £58,000

411 Birmingham New Road, Dudley, West Midlands DY1 4SJ

Property Description:

A traditional built end terraced house of rendered brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating. The property is set back from the road behind a forecourt parking area and is situated close to the junction with Tipton Road (A4037) conveniently within approximately one mile distance from Dudley Town Centre and approximately three miles distance to the north of the M5 Motorway (junction 2). The property has been let on an assured shorthold tenancy to the current tenant since 2nd December 2008 at a rental of £550 per calendar month (£6,600 per annum).

Accommodation:

Ground Floor:

Vestibule Entrance, Reception Hall, Lounge, Dining Room, Kitchen with

a range of modern fitted units, Utility Room

First Floor:

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

Outside:

(Front) Gravelled forecourt providing off road parking, Lean to Store

(Rear) Paved garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 59

Freehold Property
By Instruction of the Mortgagees
 Guide Price: £68,000 - £74,000

106 Blackacre Road, Dudley, DY2 8LY

Property Description:

Please note the property has not been internally inspected by the auctioneers however we have been able to locate a copy of a previous agent's details.

A four bedroom detached property of brick construction surmounted by a slate roof set back from the road behind a foregarden providing off road parking and access to garage. The property we believe is in a poor state of repair and is in need of modernisation and improvement throughout having been vandalised. The property is located on Blackacre road close to the junction with Park Hill Street and being within approximately half a mile from the main shopping area of Dudley.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Utility Room, Inner Lobby, WC.

First Floor:

Four Bedrooms and Bathroom having panelled bath and wash basin, separate WC.

Outside:

(Front) Driveway and Garden

(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.

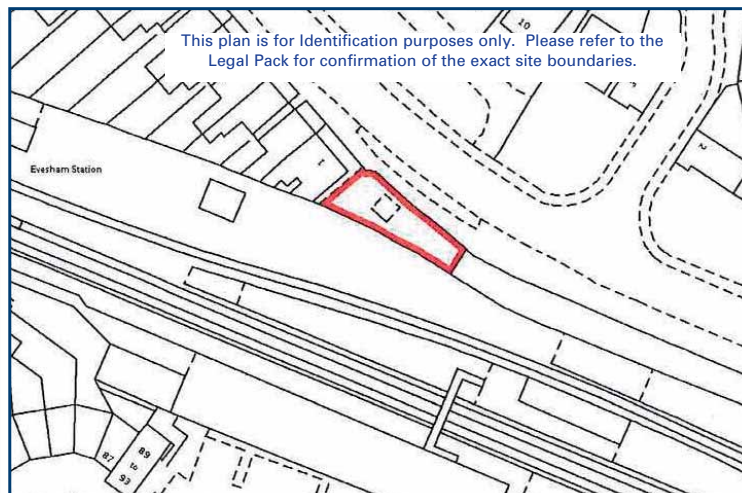
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Please note all Legal Packs are available on our website and all parties wishing to inspect a Legal Pack must register their correct details and password with the site. The Legal Packs are updated regularly during our marketing but documents may be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

LOT 60

Freehold Land By Instruction of the Mortgagees Not In Possession Guide Price: £4,000 - £6,000

Land at 1a Worcester Road, Evesham, Worcestershire, WR11 4JU



Property Description:

A parcel of freehold land roughly 150sq.m in size and located at the end of a parade of terraced housing. Information obtained from the Wychaven District Council Planning website details Permission has been granted for the erection of one 2 bedroom attached property. The parcel of land is located on Worcester road (B4624) close to the junction with Goodalls Grove, Worcester road is located of High Street (A4184).

Planning:

The site benefits from planning consent granted by Wychavon District

Council (Ref: W/11/00740/PN) and dated 22nd September 2011 for the erection of one 2 bedroom attached property.

Please note:

Planning is for an attached property and the boundary of 1a does not extend to the adjacent property 1 Worcester road.

Drawings attached to the planning document detail a one bedroom property and not a two bedroom property and any potential purchaser must clarify this situation with the

Wychavon District Council prior to bidding. No warranty is given as to the validity of the planning permission

Important Note:

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

may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 61

Freehold Vacant Possession Guide Price: £100,000 - PLUS

66 Howard Road, Great Barr, Birmingham B43 5DS

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped interlocking tile clad roof, occupying an elevated position, set back from the road behind a foregarden. The property forms part of a popular residential area and Howard Road is accessed via Bowstoke Road off Newton Road (A4041) and the property is conveniently within approximately one mile from The Scott Arms Shopping Centre in Great Barr and one and a half miles distance from the M6 Motorway (junction 7). The property benefits from three bedrooms but requires modernisation and improvement throughout.

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

(Front) Foregarden

(Rear) Yard, garden and rear garage accessed by way of a shared driveway

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 62
Freehold Commercial Yard and Orchard Land (Approx 9 Acres)
On behalf of the Administrators of Oakglade Investments Ltd
 Guide Price: £50,000 - PLUS

Land & Coal Yard Off Worcester Road, Evesham, Worcestershire WR11 4XF
**Description:**

A long irregular shaped parcel of land extending to approximately nine acres situated between the rear of a Tesco Superstore and bounded by the river Avon and a railway line. The property is situated to the northern fringes of Evesham in a mixed retail and industrial area, immediately adjacent to a Tesco Superstore. Evesham comprises of a historic market town situated within rural Worcestershire approximately 15 miles south east of Worcester and approximately 30 miles south of Birmingham.

The land is divided into two sections comprising:

A commercial storage yard currently occupied by a coal/solid fuel merchant and is accessed from Worcester Road by way of a spur road that forms the entrance to a Tesco Superstore. The site is subject to a right of way in favour of Network Rail providing access to an adjacent railway depot.

Orchard land situated to the North and West of the site having a right of way through a nearby ATS Tyre depot car park and containing a range of fruit trees to part and bordering the river Avon.

The total site area extends to approximately 9.308 acres (3.767 hectares).

Planning:

Approximately 1.3 acres of the site including the coal yard is within the designated employment zone. The remainder of the site is situated outside the settlement boundary. The site is located in an established retail/ industrial area and may have some future planning potential and all interested parties should make their own enquiries with the local planning department prior to bidding.

Tenancy Information:

Storage/Coal Yard: Let at a rental of £4,800 per annum

Orchard Land: Let on a Licence at Nil rental which we understand can be terminated if required. All interested parties should satisfy themselves as to the exact terms of this agreement prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

LOT 63

Freehold Land
On behalf of the Administrators of Oakglade Investments Ltd
 Guide Price: Nil Reserve

Land Parcels At Kings End Farm, Bicester, Oxfordshire



Description:

A range of approximately 20 small parcels of land comprising of a mix of mainly grass verges and landscaped strips which form part of a residential development known as Kings End Farm. All of the land parcels are situated within the vicinity of Shakespeare Drive within a large housing estate of circa 1980's construction located to the north of Bicester. All parcels are identified in Land Registry Title Number ON259190 and all interested parties must carry out their own investigations to identify the exact parcels being sold.

There may be scope to sell individual parcels of land to the owners of adjacent properties and all interested parties are advised to make enquiries regarding any proposed use of the land prior to bidding.

Legal Documents:

Available at
www.cottons.co.uk

Viewings:

External Only



LOT 64

Freehold Property
By Instruction of the Mortgagees
Guide Price: £60,000 - £65,000

1 Baptist End Road, Dudley, DY2 9BU

Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and driveway providing off road parking. The property is in a poor state of repair and is in need of modernisation and improvement throughout. The property is located on Baptist End Road close to the junction with Cinderbank (A459).

Accommodation:

Ground Floor:

Porch, Hallway, Through Lounge, Kitchen/Dining Room, WC

First Floor:

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

Outside:

(Front) Foregarden and Driveway

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 65

Freehold Vacant Possession
Guide Price: £60,000 - PLUS

150 Wellington Road, Perry Barr, Birmingham B20 2EE



Property Description:

A detached house of brick construction surmounted by a pitched tile clad roof requiring complete repair and refurbishment throughout. The property occupies a site roughly rectangular in shape extending to an area of approximately 0.11 acres. The plot is situated close to the junction with Westminster Road conveniently

within half of a mile distance from Perry Barr Shopping Centre, Perry Barr Railway Station, The One Stop Shopping Centre and Perry Barr University Campus.

Accommodation:

Whilst the accommodation has not been inspected by the Auctioneers, we understand from the seller that it

includes Two Reception Rooms and Four Bedrooms.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

Note: Due to the condition of the property no internal viewings will

be available. All interested parties must exercise extreme caution when inspecting the exterior. Neither the sellers nor auctioneers will be responsible for any injury or harm caused.

LOT 66

Freehold Vacant Possession
Guide Price: £60,000 to £68,000

3 Park View, Glovers Road, Small Heath, Birmingham B10 0JX



Property Description:

A traditional end terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and a modern single storey extension to the rear but requiring cosmetic improvement and modernisation. The property is situated in a terrace of similar properties located off Glovers Road and accessed by way of a shared right of way. Glovers Road leads off Golden Hillock Road and the property is conveniently within approximately one quarter of a mile distance from both Coventry Road which provides access to a wide range of local retail amenities and services and Small Heath Highway (A45) which provides direct access to Birmingham City Centre being within approximately one and a half miles distance to the west.

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double) intercommunicating with Bedroom Three (single)

Outside:

(Front) Paved foregarden

(Rear) Paved yard/garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

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

DEPOSITS AND ADMINISTRATION FEE

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

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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

(a) direct transfer to the **seller's** conveyancer's client account; and

(b) the release of any deposit held by a stakeholder.

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

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

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

G7. Notice to complete

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

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

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

(a) terminate the **contract**;

(b) claim the deposit and any interest on it if held by a stakeholder;

(c) forfeit the deposit and any interest on it;

(d) resell the **lot**; and

(e) claim damages from the **buyer**.

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

(a) terminate the **contract**; and

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

(a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and

(b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:

(a) promptly provide references and other relevant information; and

(b) comply with the landlord's lawful requirements.

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

G10. Interest and apportionments

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

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

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

(a) the **buyer** is liable to pay interest; and

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

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

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

(a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; and

(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and

(c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

(a) so state; or

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

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

(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;

(b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the calculated on a daily basis for each subsequent day's delay in payment);

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

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

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

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

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

G12. Management

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

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

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

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

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

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

G13. Rent deposits

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

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

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

(a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;

(b) give notice of assignment to the tenant; and

(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14. VAT

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

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

G15. Transfer as a going concern

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

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

(b) this **condition** G15 applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and

(b) collect the rents payable under the **tenancies** and charge **VAT** on them

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

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

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

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