

23rd MAY 2013

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 23rd MAY 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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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:

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

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 If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.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

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

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

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

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

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

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

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

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

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

Misrepresentation Act

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

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

Footnote

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

A Collective Auction Sale of 72 LOTS

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

Order of Sale

Lot Property

- 1 854 COVENTRY ROAD, SMALL HEATH, BIRMINGHAM, B10 0TZ
- 2 198 BRICKHOUSE LANE, WEST BROMWICH WEST MIDLANDS B70 0EA
- 3 88 DURLEY DEAN ROAD, SELLY OAK, BIRMINGHAM, B29 6RX
- 4 55 CAUSEWAY, ROWLEY REGIS, WEST MIDLANDS B65 8AA
- 5 209 PRIORY ROAD, HALL GREEN, BIRMINGHAM, B28 0ST
- 6 REAR WORKSHOP 227B DOUGLAS ROAD, ACOCKS GREEN, BIRMINGHAM B27 6EY
- 7 15 PEMBROKE CLOSE, WILLENHALL, WEST MIDLANDS WV12 5SJ
- 8 1 CRANBOURNE ROAD, KINGSTANDING, BIRMINGHAM, B44 0BU
- 9 567 BORDSELEY GREEN, BIRMINGHAM, B9 5XY
- 10 128 LODGE ROAD, HOCKLEY, BIRMINGHAM, B18 5RJ
- 11 8 ELY CLOSE, CHELMSLEY WOOD, BIRMINGHAM, B37 5RU
- 12 1 AUCKLAND ROAD, SPARKBROOK, BIRMINGHAM, B11 1RH
- 13 2, ST STEPHENS ROAD, SELLY OAK, BIRMINGHAM B29 7RP
- 14 INDUSTRIAL PREMISES AT MIDDLEMORE LANE, ALDRIDGE, WS9 8SP
- 15 UNIT 99, PORTLAND STREET, WALSALL, WS2 8AB
- 16 22 HIGHGATE SQUARE, BIRMINGHAM, B12 0DU
- 17 298 DUDLEY ROAD, ROWLEY REGIS, WEST MIDLANDS B65 8LY
- 18 82 HOLLY ROAD, HANDSWORTH, BIRMINGHAM, B20 2DA
- 19 217-219 CHERRYWOOD ROAD, BIRMINGHAM B9 4XD
- 20 9 YORK ROAD, ERDINGTON, BIRMINGHAM, B23 6TE
- 21 233 LOZELLS ROAD, LOZELLS, BIRMINGHAM, B19 1RJ
- 22 8 BLOSSOMFIELD ROAD, SOLIHULL, WEST MIDLANDS B91 1LD
- 23 45 NANAIMO WAY, KINGSWINFORD, WEST MIDLANDS DY6 8TY
- 24 43 THORNCLIFFE ROAD, BIRMINGHAM, B44 9DB
- 25 38 JACKSON ROAD, ALUM ROCK, BIRMINGHAM, B8 3AS
- 26 1 HALESOWEN STREET, ROWLEY REGIS, WEST MIDLANDS B65 0HG
- 27 34 SOMERSET ROAD, ERDINGTON, BIRMINGHAM, B23 6NG
- 28 UNIT 1 HACKMAN'S GATE LANE, CLENT, STOURBRIDGE, WORCESTERSHIRE DY9 0EN
- 29 51 REGENT STREET, WILLENHALL, WEST MIDLANDS WV13 1DL
- 30 124 KILBOURNE ROAD, BELPER, DERBYSHIRE DE56 1SA
- 31 33 CITY ROAD, BIRMINGHAM, B16 0HH
- 32 8-10 BROAD STREET, OLDBURY, WEST MIDLANDS B69 4SH
- 33 96 BROAD STREET, BIRMINGHAM, B15 1AU
- 34 21A, 21B, 23, 25, 27 WINDMILL END, DUDLEY, WEST MIDLANDS DY2 9HU
- 35 70 SUFFRAGE STREET, SMETHWICK, WEST MIDLANDS B66 3PZ
- 36 6GR 50 WOODWELLS ROAD, WARD END, BIRMINGHAM, B8 2TQ
- 37 UNIT 3, MARKET SQUARE, WOLVERHAMPTON WV3 0NL
- 38 1 HORNER WAY, ROWLEY REGIS, WEST MIDLANDS B65 0JQ
- 39 67 BRIDGE STREET, WALSALL, WS1 1JQ
- 40 HIGHCROFT HOUSE, 81-85 NEW ROAD, RUBERY, BIRMINGHAM, B45 9JR
- 41 THE ENDWOOD, 316 HAMSTEAD ROAD, HANDSWORTH, BIRMINGHAM B20 2RA
- 42 FORMER WESLEYAN REFORM CHURCH, HEATH END ROAD CV10 7JB
- 43 3 HIGH STREET, MARKET DRAYTON, SHROPSHIRE TF9 1PY
- 44 2 ALEXANDRA ROAD, HALESOWEN, WEST MIDLANDS B63 4DJ
- 45 24 CROYDE AVENUE, GREAT BARR, BIRMINGHAM, B42 1JB
- 46 APARTMENT 4, SUN HOUSE, 9 - 10 BENNETTS HILL, BIRMINGHAM, B2 5RS
- 47 APARTMENT 30, SUN HOUSE, 9 - 10 BENNETTS HILL, BIRMINGHAM, B2 5RS
- 48 41 HOLBORN HILL, NECHELLS, BIRMINGHAM, B7 5PA
- 49 74 BEECHES ROAD, WEST BROMWICH, WEST MIDLANDS B70 6HH
- 50 133 THE COMMON, EARLSWOOD, SOLIHULL, WEST MIDLANDS B94 5SH
- 51 1172 AND PART OF 1174 STRATFORD ROAD, HALL GREEN, BIRMINGHAM, B28 8AF
- 52 31 BARCLAY ROAD, BEARWOOD, WEST MIDLANDS B67 5JY
- 53 LAND ADJACENT TO 31 BARCLAY ROAD, SMETHWICK, WEST MIDLANDS B67 5JY
- 54 2 KENILWORTH ROAD, LIGHTHORNE HEATH, LEAMINGTON SPA, WARWICKSH CV33 9TQ
- 55 THE LODGE, TRINITY STREET, LEAMINGTON SPA, WARWICKSHIRE CV32 5RH
- 56 1274 PERSHORE ROAD, STIRCHLEY, BIRMINGHAM, B30 2XU
- 57 GARAGES TO THE REAR OF 460 BIRMINGHAM NEW ROAD, BILSTON, WV14 9QB
- 58 2-4 ANSON STREET, RUGELEY, STAFFORDSHIRE WS15 2BB
- 59 43 ETWALL ROAD, HALL GREEN, BIRMINGHAM, B28 0LF

Lot Property

- | | | |
|----------------------------------|--|-----------------------------------|
| Freehold Vacant Residential | 60 109 RADFORD ROAD, COVENTRY, CV6 3BQ | Freehold Part Vacant Commercial |
| Freehold Vacant Residential | 61 134 FARREN ROAD, NORTHFIELD, BIRMINGHAM, B31 5HN | Freehold Vacant Residential |
| Freehold Vacant Residential | 62 27 ROWLEY STREET, WALSALL, WS1 2AX | Freehold Residential Investment |
| Freehold Vacant Residential | 63 12 SCHOOLACRE ROAD, SHARD END BIRMINGHAM, B34 6RB | Freehold Vacant Residential |
| Freehold Vacant Residential | 64 175 HIGH STREET, BRIERLEY HILL, WEST MIDLANDS DY5 3BU | Freehold Vacant Commercial |
| Freehold Vacant Workshop | 65 124 ASHBROOK ROAD, STIRCHLEY, BIRMINGHAM, B30 2XB | Freehold Vacant Residential |
| Freehold Vacant Residential | 66 FLAT 2, OAKHURST GRANGE, 353 BIRMINGHAM ROAD, SUTTON COLDFIELD B72 1DL | Leasehold Vacant Residential |
| Freehold Vacant Residential | 67 THE OLD COACH HOUSE, OFF GREEN STREET, SMETHWICK, WEST MIDLANDS B67 7EB | Freehold Vacant Workshop |
| Freehold Vacant Residential | 68 4 NEWTON PLACE, HANDSWORTH, BIRMINGHAM, B18 5JY | Freehold Residential Investment |
| Freehold Vacant Residential | 69 83 BRADES ROAD, OLDBURY, WEST MIDLANDS B69 2EB | Freehold Vacant Takeaway Premises |
| Freehold Residential Investment | 70 46 FARLEY ROAD, ERDINGTON, BIRMINGHAM, B23 7TP | Freehold Vacant Residential |
| Leasehold Industrial Investment | 71 168 ALEXANDER ROAD, ACOCKS GREEN, BIRMINGHAM, B27 6HA | Freehold Residential Investment |
| Freehold Part Vacant Commercial | 72 22 MILCOTE ROAD, SOLIHULL, WEST MIDLANDS B91 1JW | Freehold Vacant Residential |
| Freehold Vacant Industrial | | |
| Freehold Vacant Commercial | | |
| Freehold Vacant Commercial | | |
| Freehold Vacant Residential | | |
| Freehold Vacant Residential | | |
| Leasehold Vacant Commercial | | |
| Freehold Vacant Office Premises | | |
| Freehold Commercial Investment | | |
| Freehold Vacant Residential | | |
| Freehold Vacant Residential | | |
| Freehold Vacant Residential | | |
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| Freehold Vacant Commercial | | |
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| Freehold Vacant Commercial | | |
| Freehold Vacant Residential | | |
| Freehold Vacant Possession | | |
| Freehold Vacant Office Premises | | |
| Freehold Residential Investment | | |
| Leasehold Residential Investment | | |
| Freehold Ground Rent | | |
| Leasehold Vacant Commercial | | |
| Freehold Vacant Nightclub | | |
| Freehold Vacant Commercial | | |
| Freehold Vacant Commercial | | |
| Freehold Development Opportunity | | |
| Freehold Development Opportunity | | |
| Freehold Vacant Commercial | | |
| Leasehold Vacant Commercial | | |
| Freehold Residential Investment | | |
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| Freehold Vacant Residential | | |
| Freehold Residential Investment | | |
| Freehold Vacant Commercial | | |
| Freehold Retail Premises | | |
| Freehold Vacant Residential | | |
| Freehold Building Plot | | |
| Freehold Vacant Residential | | |
| Freehold Vacant Commercial | | |
| Freehold Commercial Investment | | |
| Freehold Garage Yard Investment | | |
| Freehold Commercial Investment | | |
| Freehold Vacant Residential | | |

Auctioneers

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IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

ID REQUIREMENTS

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

DEPOSIT/PAYMENT METHODS

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

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

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

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

LOT 1

Freehold Vacant Possession
Guide Price: £90,000 to £98,000

854 Coventry Road, Small Heath, Birmingham B10 0TZ

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set well back from Coventry Road behind a lawned foregarden and benefiting from UPVC double glazed windows/external doors, gas fired central heating, three good sized bedrooms and gated rear access to a shared driveway providing potential for off road parking to the rear. The property is situated between the junctions of Monica Road and Heybarnes Road opposite the Asda Superstore but forming part of a predominantly residential area.

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Breakfast Kitchen, Rear Entrance Hall/Utility

First Floor:

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

Outside:

(Front) Lawned foregarden, shared pedestrian entry access to rear

(Rear) Paved yard, brick stores and wc and a lawned garden with double gated access to a shared rear driveway providing potential for off road car parking.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 2

Freehold Vacant Possession
Guide Price: £45,000 to £50,000

198 Brickhouse Lane, West Bromwich, West Midlands B70 0EA

Property Description:

A semi-detached house of non-traditional "Smiths" type construction surmounted by a pitched tile clad roof, offered for sale in good presentable condition and providing well laid out accommodation benefiting from gas fired central heating, UPVC double glazed windows and conservatory. The property is located to the uppermost section of Brickhouse Lane adjacent to Dial Lane and set back behind a wide grass verge area. Brickhouse Lane leads directly onto the Black Country Route (A41) providing direct access to West Bromwich, The M5 Motorway (junction 1) and both Birmingham and Wolverhampton City Centres.

panelled bath with shower over, pedestal wash basin and wc

Outside:

(Front) Concrete forecourt

(Rear) Paved patio, store and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Accommodation:

Ground Floor:

UPVC Double Glazed Porch, Reception Hall, Front Reception Room, Kitchen with a range of wooden panelled units, Dining Room with French Doors to UPVC Double Glazed Conservatory, Covered Side Passageway with Utility Room

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with corner suite having



LOT 3

Freehold Vacant Possession
 Guide Price: £85,000 - £90,000

88 Durley Dean Road, Selly Oak, Birmingham B29 6RX

Property Description:

A semi-detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having double glazed windows and gas fired central heating. The property further benefits from having a garage at the rear of the garden providing off road parking accessed via a service road. Durley Dean Road can be found off both Woolacombe Lodge Road and Corisande Road.

First Floor:

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

Outside:

(Front) Lawned foregarden

(Rear) Lawned garden and garage accessed via a service road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Kitchen, Lean-to

LOT 4

Freehold Vacant Possession

Guide Price: £58,000 - £64,000

55 Causeway, Rowley Regis, West Midlands B65 8AA

Property Description:

A mid terraced property or brick construction directly fronting the pavement and surmounted by a tiled roof. The property benefits from having gas fired central heating however does require some modernisation and improvement. Causeway is located off Birmingham Road (B4171) which in turn can be found off Henderson Way (A4100)

Accommodation:

Ground Floor:

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

First Floor:

Landing, Three Bedrooms

Outside:

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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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 5

Freehold Vacant Possession
Guide Price: £90,000 to £97,000

209 Priory Road, Hall Green, Birmingham B28 0ST

Property Description:

A semi-detached house of brick construction surmounted by an interlocking tile clad roof benefiting from double glazed windows, three bedrooms and a garage but requiring complete modernisation and improvement throughout. The property is set back from Priory Road behind a lawned foregarden and is situated close to the junction with Willson Croft conveniently within approximately half a mile distance from Shirley Railway Station and one mile distance from Stratford Road, Shirley which contains a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Porch, Reception Hall, Lounge, Double Doors to Dining Room, Kitchen with Pantry

First Floor:

Stairs and Landing, Three Bedrooms, Shower Room with shower, wash basin and wc

Outside:

(Front) Lawned foregarden, shared side driveway to rear garage

(Rear) Patio and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 6

Freehold Commercial Workshop
Guide Price: £4,000 - £8,000

Rear Workshop 227b Douglas Road, Acocks Green, Birmingham, B27 6EY

Description:

A single storey tandem length workshop of predominately brick construction, surmounted by corrugated sheet roofing. The workshop benefits from a secure gated yard. Access is provided via a shared gated side entrance (see photo).

The premises are situated off Douglas Road within Acocks Green, which is approximately 4 miles from Birmingham City Centre.

Accommodation:

Single storey workshop with rear yard

Gross Internal Area:

Workshop – 33.09 sq m (356 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 7

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

15 Pembroke Close, Willenhall, West Midlands WV12 5SJ

Property Description:

A semi detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and tarmacadam covered driveway allowing for off road parking and access to rear. The property benefits from having UPVC double glazing and gas fired central heating. Pembroke Close is located off Barmouth Close which in turn can be found off Harlech 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 tarmacadam covered driveway

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 8
Freehold Vacant Possession

Guide Price: £65,000 to £70,000

1 Cranbourne Road, Kingstanding, Birmingham B44 0BU

Property Description:

A semi-detached house of rendered brick construction surmounted by a replacement hipped tile clad roof, occupying a sizeable corner plot located at the junction with Warren Farm Road. The property benefits from having a large ground floor living/dining room, three double bedrooms, UPVC replacement windows (part double glazed), gas fired central heating and potential for multiple off

road car parking but requires repair and improvement throughout.

The property is conveniently located within less than a quarter of a mile from a wide range of retail shops and amenities located at Kingstanding Shopping Centre.

Accommodation:
Ground Floor:

Large L-shaped Living Room/Dining Room, Kitchen

First Floor:

Newly installed stairs leading to Landing, Three Double Bedrooms, Bathroom with panelled corner bath, pedestal wash basin and wc

Outside:

Large corner plot providing gardens to front, side and rear which include gated vehicular access to ample off road car parking.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 9
Freehold Vacant Possession

Guide Price: £105,000 - £110,000

567 Bordesley Green, Birmingham, West Midlands B9 5XY

Property Description:

A mid terraced property of part rendered brick construction surmounted by a tile clad roof set back from the road behind a blocked paved foregarden. The property benefits from having UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings and

is offered for sale in a presentable condition. The property is located on Bordesley Green (B4128) close to the junction with Broadway Avenue.

Accommodation:
Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

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

Outside:

(Front) Block paved foregarden
(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 10

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

128 Lodge Road, Hockley, Birmingham B18 5RJ

Property Description:

A modern semi detached house of brick construction surmounted by a pitched tile clad roof having been recently refurbished and offered for sale in a presentable condition benefiting from gas fired central heating, UPVC double glazed windows, new fitted kitchen units, modern bathroom suite, redecoration throughout and off road car parking with potential for the erection of a garage (subject to planning consent). The property fronts Lodge Road at the junction of Norton Street and forms part of a predominantly residential area conveniently located within one mile distance from City Hospital and one and a half miles distance from Birmingham City Centre.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Kitchen with a range of newly fitted units

including built in oven, hob and cooker hood

First Floor:

Stairs and Landing, Two Bedrooms, Bathroom with modern suite comprising panelled bath having electric shower over, pedestal wash basin and wc

Outside:

(Front) Lawned foregarden and paved parking space

(Rear/Side) Lawned garden with vehicular gated access off Lodge Road providing potential for further off road car parking

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 11

Freehold Residential Investment
Guide Price: £72,000 - £76,000

8 Ely Close, Chelmsley Wood, Birmingham B37 5RU

Property Description:

A four bedroom mid-terraced property surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Ely Close is located off Moorend Avenue. The property is let on an Assured Shorthold Tenancy Agreement at a current rental income of £650.00 pcm (£7,800 per annum)

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, WC, Lounge, Kitchen/Dinner, Dining Room, Stairs to

First Floor:

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

Outside:

(Front) Lawned foregarden

(Rear) Paved 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)

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

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

LOT 13

Freehold Part Investment
Guide Price: £92,000 - £98,000

2 St Stephens Road, Selly Oak, Birmingham, B29 7RP

Property Description:

A traditional two storey end of terrace property of brick construction currently comprising a ground floor retail shop and first floor flat.

There is access to the side of the property, via St Stephens Road, which leads to a rear yard and access the flat accommodation. The property is situated on St Stephens Road which is located off the Pershore Road (A441) approximately 3 miles from Birmingham City Centre.

Tenancy Information:

Ground floor retail unit – Vacant
First floor flat – currently let on an assured shorthold tenancy agreement producing a rental of £450 pcm (£5,400 per annum)

Accommodation:

Ground Floor:

Retail area 230 sq ft (21.46 sq m)
Workshop/Store 193 sq ft (17.95 sq m)
Rear store 57 sq ft (5.34 sq m)
Toilet
Total Net Internal Area 480 sq ft (44.75 sq m)

First Floor:

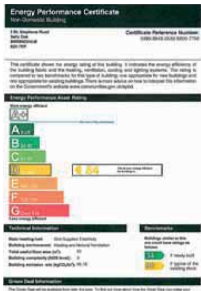
Stairs and landing, kitchen, bedroom and bathroom with shower cubicle, wash basin and wc.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



1 great rate 2 great options

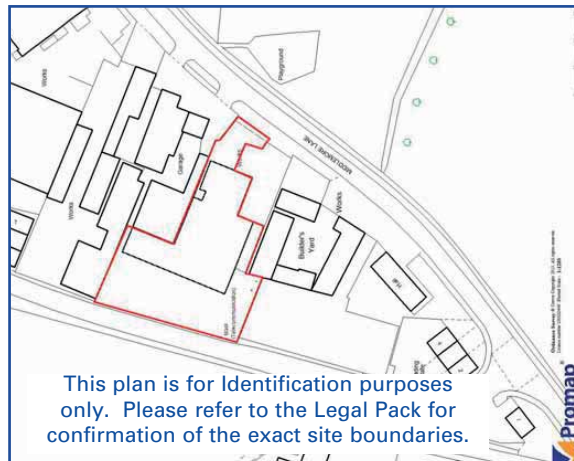


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LOT 14
**Freehold Industrial Property Vacant Possession
 (part income producing)**
 Guide Price: £270,000 - £295,000

Industrial Premises at Middlemore Lane, Aldridge, Walsall, WS9 8SP

Property Description:

The property is located approximately 3.5 miles North West of Walsall Town Centre, on the Northern side of Middlemore Lane, in an established industrial area, approximately 0.5 miles West of Aldridge Centre.

The national motorway network is accessible at junction 10 of the M6 motorway, approximately 4 miles to the West of the property.

The property has been developed to provide a modern predominately single storey industrial building, consisting of an L-shaped factory, with vehicular access to the side and rear.

There are additional self-contained first floor office premises, forming part of a two storey office building, where the ground floor accommodation has been sold separately. The two storey office building is of brickwork construction with a flat roof.

On the front of the site, there is a shared hard surfaced forecourt, providing access to the factory and off road car parking for 7 cars.

To the rear of the buildings, there is a concrete yard, providing useful open storage space or potential for

further expansion, subject to statutory consent.

The main factory building is constructed in three separate bays, and is of the steel portal frame type, with brickwork and profile metal sheet wall cladding. The bays have pitched roofs, lined internally, and incorporating translucent roof lights. The workshop premises benefit from travelling cranes.

Accommodation (all dimensions and areas are approximate)
Factory

With overhead crane of 1, 3 and 5 tonne capacity

Gross Internal Area
782.4 sq.m (8,422 sq.ft)

Minimum Eaves Height 5.56 metres x
Maximum Height 6.50 metres
Two steel framed mezzanines 57.0
sq.m (614 sq.ft)

Office Premises

providing Landing, Inner Corridor, Male and Female Toilets, General Office, Two Partitioned Offices off, Two Private Offices, Boardroom and Kitchen

Gross Internal Area 210.1 sq.m
(2,262 sq.ft)

Total Gross Internal Area 992.6 sq.m
(10,684 sq.ft),

plus Mezzanines 57.0 sq.m
(614 sq.ft)

Tenancies:

There is a telecommunications mast included with the property, adjoining the side drive away, leased to Vodafone Limited. We understand that this mast currently produces a rental income of £5,320, per annum.

VAT:

We are informed by the vendor that 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

Energy Performance Certificate
 Non-Domestic Building

Former Hyflux Power Dynamics
Middlemore Lane
WALSALL
WS9 8SP

Certificate Reference Number:
00204-4004-0200-30704

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

Energy Performance Asset Rating

Technical Information

Main heating fuel: Oil
Building environmental: Heating and Natural Ventilation
Total useful floor area (m²): 1008
Building complexity (NBS level): 3
Building emission rate (kgCO₂/m²): 105.53

Benchmarks

Buildings similar to this one should have ratings no better than:
80
If newly built
70
If typical of the existing stock

Green Deal Information

The Green Deal will be available from later this year. To find out more about how the Green Deal can make your property greener to run, please call 0800 100 1004.



LOT 15

Freehold Industrial/Warehouse Premises with Yard - Vacant Possession

Guide Price: £150,000 - £170,000

Unit 99 Portland Street, Walsall, WS2 8AB



Property Description:

The property is located within an established industrial area approximately 0.5 miles North of Walsall Town Centre.

The national motorway network is accessible at junction 10 of the M6 motorway, approximately 1.5 miles to the West.

The property is situated on the South Eastern side of Portland Street, between its junctions with Garden Street and Marlow Street. Stafford Street (B4210) is within approximately 150 metres, which leads North to Bloxwich and South to the A4148, which forms part of Walsall's Ring Road system.

The property comprises single storey workshop/warehouse premises of varying ages and forms of construction built around the edge of a secure yard, which may be used for parking or open storage purposes. The property is self-contained and is serviced via a dedicated driveway leading off Portland Street.

Some of the buildings are of single storey brickwork construction with flat roofs, whereas the more modern buildings are of steel portal frame construction, with profile metal sheet cladding.

The premises have the potential to satisfy a variety of workshop or warehouse property requirements.

Accommodation (all dimensions and areas are approximate)

Main Workshop, Gross Internal Area	162.6 sq.m (1,750 sq.ft)
Minimum Eaves Height	3.56 metres

Rear Workshop, Gross Internal Area 170.6 sq.m
(1,836 sq.ft)

Minimum Clear working Height 3.17 metres

Rear Left Hand Workshop/Store, Gross Internal Area 55.7 sq.m
(600 sq.ft)

Front Office/Ancillary Accommodation Hall, Inner Lobby, Toilet, Two Office (one with works toilet) canteen, two store room Gross Internal Area 99.0 sq.m
(1,066. sq.ft)

Total Gross Internal Area 488 sq.m
(5,252 sq.ft)

Site Area 0.22 Acres
(0.09 hectares)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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LOT 16

Freehold Industrial/ Warehouse Premises with Vacant Possession Guide Price: £170,000 - £195,000

22 Highgate Square, Birmingham, B12 0DU

Property Description:

The property is located approximately 2 miles South East of Birmingham City Centre in an established industrial area, which may be easily approached via Highgate Middleway (A4540) within approximately 300 metres. The property also lies within approximately 1 mile of Bristol Street (A38), which provides a direct link to junction 6 (spaghetti Junction), of the M6 motorway, approximately 4 miles to the North.

The property comprises a middle of terrace two storey workshop/warehouse building, with office premises to the front elevation, facing Highgate Square.

The building is of brickwork and steel portal frame construction, with a mixture of brick and clad elevations. The premises have a pitched roof clad in profile metal sheeting, incorporating roof lights.

There are separate pedestrian and vehicular entrances to the front elevation. The offices are well

appointed, to include kitchen and toilet facilities.

We understand that the premises were partially re-built in 1992.

Accommodation: (all dimensions and areas are approximate)

Ground Floor	260.5 sq.m (2,804 sq.ft)
First Floor	250.9 sq.m (2,701 sq.ft)
Total Gross Internal Area	511.4 sq.m (5,505 sq.ft)

Eaves Height

The working height within the premises is approximately 2.5 metres.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 17

Freehold Vacant Possession Guide Price: £90,000 - £95,000

298 Dudley Road, Rowley Regis, West Midlands B65 8LY

Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road behind a block paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing, gas fired central heating and modern kitchen fittings. The property further benefits from having a brick built garage located to the rear providing further off road parking accessed via Rough Hill Drive. The property is located on Dudley Road (B4171) close to the junction with Rough Hill Drive.

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Kitchen

First Floor:

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

Outside:

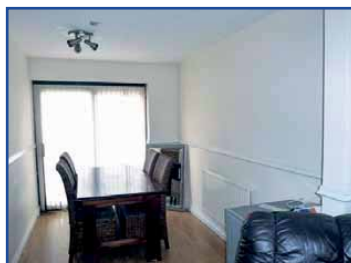
(Front) Walled foregarden
(Rear) Paved garden and garage

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 18

Freehold Vacant Possession

Guide Price: £120,000 - £126,000

82 Holly Road, Handsworth, Birmingham, West Midlands B20 2DA

Property Description:

A three storey mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation and gas fired central heating. Holly Road is located off both Grove Lane and Hamstead Lane (B4124) and is close to the junction with Lansdowne Road.

Accommodation:

Ground Floor:

Entrance Hallway, Cellar, Lounge, Dining Room, Rear Lounge, Kitchen

First Floor:

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

Second Floor:

Bedroom Four and Office/Study

Outside:

(Front) Walled foregarden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 19

Leasehold Vacant Possession

Guide Price: £45,000 - £52,000

217 – 219 Cherrywood Road, Bordesley Green, Birmingham B9 4XD

Property Description:

A leasehold industrial/workshop premises of two storey brick construction having ancillary office accommodation. The premises form part of a mixed residential and commercial area located on Cherrywood Road within Bordesley Green approximately 3 miles from Birmingham City Centre.

Accommodation:

Ground Floor:

Open plan workshop/warehouse premises with roller shutter loading access and store room

First Floor:

Stairs leading to open plan workshop, office, toilet and shower room

Gross Internal Area:

Ground floor	253.07 sq m (2,730 sq ft)
First floor	251.6 sq m (2,709 sq ft)
Total	504.7 sq m (5,432 sq ft)

Leasehold Information:

Term: 99 years from 24th June 1950

Ground Rent: £45 per annum

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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By Instruction of The Joint LPA Receivers
Freehold Vacant Office Premises
 Guide Price: £120,000 - PLUS

By Instruction of The Joint LPA Receivers
Freehold Investment
 Guide Price: £125,000 to £130,000

The photograph shows a two-story red brick building with a grey roof and a chimney. The ground floor is a shopfront for 'international MINIMARKET'. The sign is blue with white and red text. Below the sign, the entrance is flanked by two large display windows showing various products. A blue door is visible to the right of the entrance. The street in front is wet and reflective.

LOT 22

Freehold Vacant Possession

Guide Price: £250,000 PLUS

8 Blossomfield Road, Solihull, West Midlands B91 1LD



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

Property Description:

A detached residence of rendered brick construction surmounted by a pitched tile clad roof, set back from the road behind a wide tarmacadamed forecourt providing ample off road parking. The property benefits from well laid out accommodation which includes three reception rooms and four bedrooms and has gas fired central heating. The property is situated at the junction of Blossomfield Road and Station Approach conveniently within approximately 300

metres distance from both Solihull Railway Station and Solihull Town Centre which includes the popular Touchwood Shopping Centre. The M42 Motorway (junction 5) lies within approximately one and a half miles distance to the east.

Accommodation:

Ground Floor:

Vestibule Porch, Reception Hall, Cloak Room with wc and wash basin, Front Reception Room, Rear Reception

Room, Breakfast Kitchen, Dining Room/ Reception Room Three

First Floor:

Stairs and Gallery Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bedroom Four (single), Family Bathroom with panelled bath having shower over, pedestal wash basin, separate wc

Outside:

Front) Full width tarmacadamed forecourt providing ample off road parking, garage and car port

(Rear) Paved patio/yard area with a predominantly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 23

Freehold Vacant Possession
 Guide Price: £48,000 to £53,000

45 Nanaimo Way, Kingswinford, West Midlands DY6 8TY

Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof requiring complete repair and renovation throughout. Nanaimo Way forms part of a predominantly residential area and leads off Bromley Lane which in turn leads off Stream Road (A491).

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Full Width Dining Kitchen (no fittings)

First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom (no fittings)

Outside:

(Front) Lawned foregarden, driveway extending to the side and providing off road car parking

(Rear) arid area, brick store and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 24

Freehold Vacant Possession
 Guide Price: £85,000 - £89,000

43 Thorncliffe Road, Great Barr, Birmingham B44 9DB

Property Description:

A semi detached property of 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 and gas fired central heating. Thorncliffe Road is located off Shady Lane.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen and Veranda.

First Floor:

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

Outside:

(Front) Walled foregarden and driveway allowing for off road parking.

(Rear) Lawned Garden with hard standing allowing for off road parking accessed via a service road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 25

Freehold Vacant Possession
 Guide Price: £80,000 to £85,000

38 Jackson Road, Alum Rock, Birmingham B8 3AS

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a walled foregarden and benefiting from gas fired central heating, UPVC double glazed windows. Jackson Road leads directly off Alum Rock Road forming part of a predominantly residential area and the property is conveniently within approximately a third of a mile distance from the main Alum Rock Road Shopping Centre which includes a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Entrance Hall, Front Reception Room, Rear Reception Room, Kitchen, Lobby, Bathroom

First Floor:

Stairs and Landing, Three Bedrooms

Second Floor:

Stairs to Attic Bedroom

Outside:

(Front) Walled foregarden with shared pedestrian side access to rear

(Rear) Predominantly paved garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

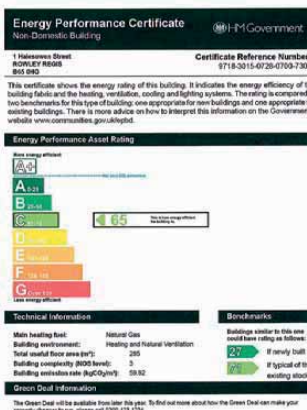


LOT 26

Freehold Retail Premises and Living Accommodation with Vacant Possession

Guide Price: £130,000 - £150,000

1 Halesowen Street, Rowley Regis, West Midlands, B65 0HG



Property Description:

The premises are located within Rowley Regis or Blackheath Town Centre on the southern side of Halesowen Street, close to its junction with Market Place and High Street.

The retail core of Rowley Regis Town Centre is represented by several national multiple retailers, combined with regional multiples and independent traders. There is a Sainsbury's Superstore located within the Town Centre at the junction of Halesowen Street and Horner Way.

The property comprises a middle of terrace two storey building, with cellar or basement storage space. There is also an attic, which may offer conversion or development potential, subject to statutory consents.

The premises briefly comprise a former public house which was last used as a double-fronted shop. The first floor comprises generously proportioned three bedroom living accommodation.

Accommodation:

Ground Floor:
Double fronted shop 88.6 sq.m (954 sq.ft.)
Inner Lobby
Gents Toilets (requires re-commissioning)
Ladies Toilets (requires re-commissioning)

First Floor:

Living accommodation, with Inner Lobby, Living/Dining Room, Kitchen, Bathroom/toilet and Three Bedrooms
The living accommodation has a gross internal area of approximately 133.4 sq.m (1,436 sq.ft.)

Outside:

Covered yard
Boiler Room with gas fired central heating boiler
Shed One 33.7 sq.m (363 sq.ft.)
Shed Two 14.3 sq.m (154 sq.ft.)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 27

Freehold Investment

Guide Price: £70,000 - £75,000

34 Somerset Road, Erdington, Birmingham B23 6NG

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. Somerset Road is located off both Court Lane and Gravelly Lane (B4142) and is within a quarter of a mile distance from Erdington High Street. The property is subject to a regulated tenancy at a registered rent of £77.00 per week (£4,004 per annum) effective from the 24th of January 2013.

Please note the Auctioneers have not inspected the accommodation however we believe from the Rent Registration document the accommodation is as follows:



Accommodation:

Ground Floor:
Lounge, Dining Room, Kitchen and Bathroom

First Floor:

Three Bedrooms

Outside:

(Front) Walled foregarden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Finance

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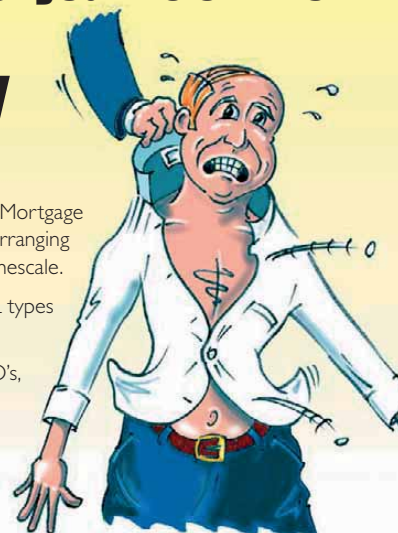
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LOT 28

**Freehold Industrial/Warehouse Premises with
Redevelopment Potential – Vacant Possession**
Guide Price: £185,000 - £205,000

Unit 1 Hackmans Gate Lane, Clent, Stourbridge, DY9 0EN



Property Description:

The property is located to the South of Hagley and between the villages Belbroughton and Blakedown. The site is on the edge of the small settlement of Hackmans Gate, and occupies a pleasant rural setting. The property is well located in relation to the road network serving Birmingham, Worcestershire and the West Midlands Conurbation. Access to the national motorway network is available at junctions 3 and 4 of the M5 motorway, both of which are within approximately 7 miles of the property.

The property is currently developed to provide a range of single storey industrial or warehouse buildings, which were previously used for the manufacture and storage of chilled foods.

The existing buildings are of varying forms of construction including brickwork and steel or timber frame construction, with a variety of roof and wall cladding materials. These buildings are in dilapidated condition and would require repair and refurbishment in the event of re-occupation.

We understand the property has a site area of approximately 1.258 acres (5,091 sq.m). The site cover is currently relatively low, so that there may be potential to extend or enlarge the existing buildings. Alternatively, the entire site appears to have redevelopment potential for a variety of purposes, subject to statutory consents.

Accommodation:

The existing industrial/warehouse buildings have a Gross Internal Area of approximately 1,161 sq.m (12,500 sq.ft).

Planning

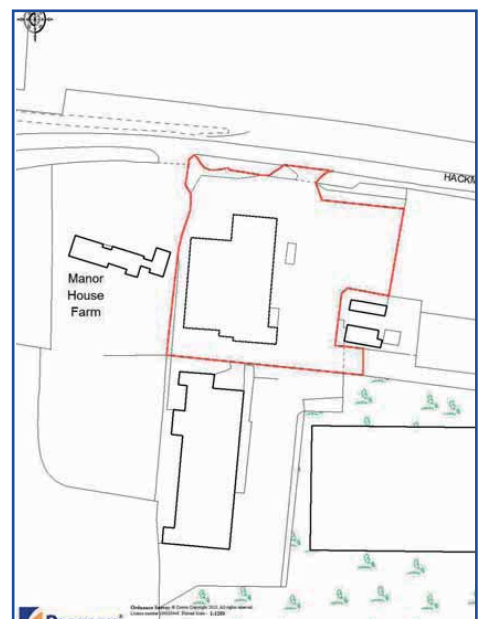
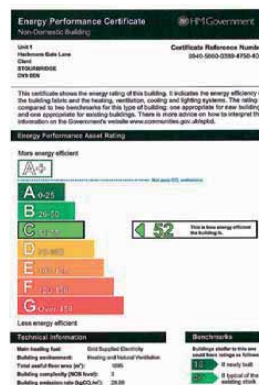
The property appears to offer significant redevelopment potential for a variety of alternative uses, including residential use, subject to statutory consents. Interested parties should make enquiries of the local planning authority, Wyre Forest District Council, 01562 732928

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LEE, SHAW
Land & Estate
Agents
Chartered Surveyors

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

LOT 29

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

51 Regent Street, Willenhall, West Midlands WV13 1DL

Property Description:

A three bedroomed semi-detached property of rendered brick construction surmounted by a tiled roof directly fronting the pavement. The property requires some modernisation and improvement. The property is located on the junction with Regent Street and Granville Street.

Accommodation:

Ground Floor:

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

First Floor:

Landing and Three Double Bedrooms

Outside:

(Rear) Paved Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 30

By Instruction of the Joint LPA Receivers
Freehold Vacant Possession
Guide Price: £65,000 to £70,000

124 Kilbourne Road, Belper, Derbyshire DE56 1SA



Property Description:

A semi detached premises of traditional brick construction having rendered elevations and surmounted by a pitched interlocking tile clad roof. The property comprises of a ground floor retail shop/former off licence with separate flat/ living accommodation over and benefits from gas fired central heating and part UPVC double glazed windows. The property overlooks open countryside to the rear and directly fronts Kilbourne Road (A609) which provides access to Belper Town Centre being within approximately one miles distance. The A38 dual carriageway is located within approximately two miles distance to the south east and provides commuting access to the M1

Motorway (junction 28) and to the cities of Derby and Birmingham.

Planning:

The property is situated in a predominantly residential area and provides scope for conversion into single dwelling house. All interested parties should consult the local planning department to discuss any proposals they have for the property prior to bidding.

Accommodation:

Ground Floor:

Retail Premises: 36.81sq mtrs (396sq. ft)
Office/Store: 9.26sq.mtrs (99sq.ft)
Kitchen, Cloak Room with wash basin and separate wc,

Flat/Living Accommodation

Pedestrian side gated access, Side Entrance Hall, Stairs to:

First Floor:

Landing, Kitchen, Lounge, Bathroom with bath having shower over, pedestal wash basin and wc, Two Bedrooms

Outside:

(Front) Concrete Forecourt with pedestrian side access to rear,

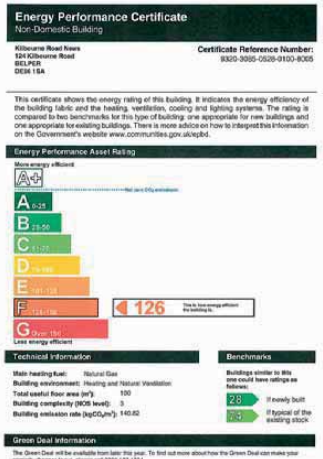
(Rear) Yard and garden overlooking farmland

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 31

33 City Road, Edgbaston, Birmingham B16 0HH

Property Description:

A three storey mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having six bedrooms, three reception rooms, UPVC double glazing and gas fired central heating. The property is located on City Road between the junctions with Twynning Road and Dudley Road (A457).

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Rear Reception Room, Kitchen, Inner Lobby/Utility Area and Shower Room having shower cubicle, WC and washbasin

First Floor:

Four Bedrooms, Bathroom having panelled bath,

wash basin and WC, Separate WC

Second Floor:

Bedrooms five and six

Outside:

(Front) Walled foregarden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Freehold Vacant Possession

Guide Price: £148,000 - £158,000



LOT 32

8-10 Broad Street, Oldbury, West Midlands B69 4SH



Property Description:

A detached property of rendered brick construction surmounted by a tiled clad roof directly fronting the pavement. The property currently comprises of two ground floor retail units and two one bedroom flats to the first floor accessed via the rear. The property further benefits from having a parcel of land/parking to the rear accessed via a private entrance off Arden Grove. Broad Street is located off Titford Road which in turn can be found off Station Road.

Accommodation:

No. 8 – Open Plan Retail Area, Two Store Rooms, Kitchen and WC, 49.90 sq.m (537.13 sq.ft)

No. 10 – Open Plan Retail Area 59.20 sq.m (637.24 sq.ft)

First Floor:

Accessed via the rear to

Flat One:

Bedroom, Lounge, Kitchen and Shower Room having shower cubicle, wash basins and WC

Flat Two:

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

Outside:

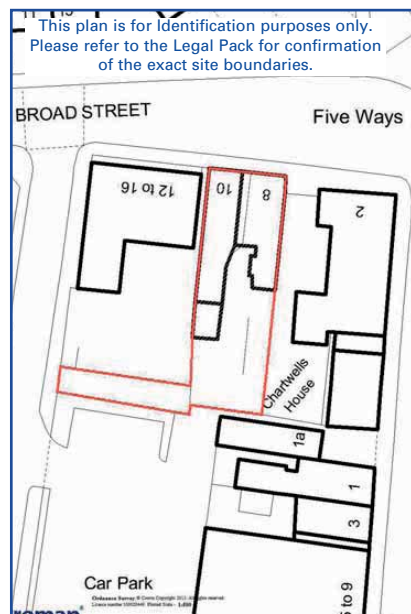
(Rear) Store area and WC and parcel of land

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 33

Freehold Office Building with Vacant Possession

Guide Price: £230,000 - £250,000

96 Broad Street, Birmingham, B15 1AU



Property Description:

The property is located approximately 1 mile west of Birmingham City Centre on the northern side of Broad Street (B4284) close to its junction with Ryland Street.

Broad Street is established as Birmingham's Principal Entertainment Hub and comprises a variety of drinking establishments, Nightclubs, Restaurants, Cinemas, Hotels and other entertainment venues. Other important commercial facilities are located close by, including Brindley Place, Symphony Hall and the International Convention Centre and the National Indoor Area (NIA).

The property forms part of a courtyard type office development, comprising a number of three storey buildings fronting Broad Street, with car parking to the rear.

The subject property comprises a self-contained three storey middle of terrace building. The building provides a ground floor reception, with office accommodation arranged over the first, second and third floors.

The building provides office accommodation of a good specification with suspended ceilings, recessed lighting, plastered emulsioned walls, and perimeter trunking and power points.

The building is capable of division and may be occupied on a floor-by-floor basis.

Five car parking spaces are arranged on the car park at the rear of the building, approached via Essington Street.

Accommodation:

First Floor 910 sq.ft (84.5 sq.m)
Second Floor 987 sq.ft (91.7 sq.m)
Third Floor 821 sq.ft (76.3 sq.m)

Total Net Internal Area
2,718 sq.ft (252.5 sq.m)

Outside:

Five car parking spaces

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 34
Freehold Flat Investment Opportunity

Guide Price: £260,000 to £290,000

**21A, 21B, 23, 25, 27 Windmill End (formerly known as The Dry Dock Public House),
 Dudley, West Midlands DY2 9HU**

Property Description:

A substantial detached premises formerly known as the Dry Dock Public House, of brick construction surmounted by a pitched tile clad roof having been fully refurbished and modernised during 2012 when the property was converted into five self-contained two bedroom flats. Each flat benefits from gas fired central heating, modern kitchen and bathroom fittings, new decorations and floor covering. All works were in accordance with planning consent and building regulation approval including an Architect's certificate with five year guarantee (a copy of all relevant documentation will be included in the legal pack). The property is situated adjacent to a car parking area which

provides access to both Bumble Hole Nature Reserve and to Dudley Canal located immediately to the rear.

Tenancy Information:

Each flat is currently let on an Assured Shorthold Tenancy Agreement at a rental of £450 per calendar month (£5,400 per annum)

Total Income: £27,000 per annum
 Each tenancy is part of the Dudley Council Tenancy Guarantee Scheme
 Additional Income: Each tenant pays a contribution of £200 per annum by way of a service charge

Accommodation:

Ground Floor:
 Communal Entrance

Flat 21A: Lounge/Kitchen, Hallway, Two Bedrooms, Lobby to Bathroom with panelled bath having shower attachment, pedestal wash basin and wc

Flat 21B: Lounge/Kitchen, Hallway, two Bedrooms, Bathroom with panelled bath having shower attachment, pedestal wash basin and wc

First Floor:

Stairs and Landing,
 Flat 23: Lounge/Kitchen, Inner Hall, Two Bedrooms, Bathroom with panelled bath having shower attachment, pedestal wash basin and wc

Flat 25: Reception Hall/Landing Area, Kitchen, Lounge, Two Bedrooms, Shower Room with tiled shower enclosure, pedestal wash basin and wc

Flat 27: Private Rear Access with a paved courtyard area, Lounge/Kitchen, Two Bedrooms, Bathroom with panelled bath having shower attachment, pedestal wash basin and wc

Outside:

Tarmacadam car parking area, paved forecourt and bin storage area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 35

Leasehold Investment
Guide Price: £50,000 - PLUS

70 Suffrage Street, Smethwick, West Midlands B66 3PZ

Property Description:

A duplex maisonette situated on the ground and first floors of a four storey development and providing well laid out accommodation benefiting from gas fired central heating and three bedrooms. Suffrage Street leads directly off Windmill Lane (B4136) and the property is conveniently located within approximately one quarter of a mile distance from Cape Hill Town Centre which includes the Windmill Shopping Centre. The property is let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum)

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Inner Hall with walk-in Store, Dining Kitchen

First Floor:

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

Outside:

Rear: Garden and patio area with pedestrian gated access off Pritchard Close

Leasehold Information:

Term: 99 Years from 1 April 1989
Ground Rent: £50 rising during the term

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 36

Freehold Ground Rent
Guide Price: £14,000 to £18,000

50 Woodwells Road, Ward End, Birmingham B8 2TQ

Description:

A freehold ground rent secured upon a traditional semi detached house of brick construction surmounted by a hipped tile clad roof and forming part of the predominantly residential suburb of Ward End.

The property is subject to a lease for a term of 99 years (less 3 days) from 25th March 1927 at a ground rent of £4.34 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



LOT 37

Leasehold Vacant Commercial
Guide Price: £8,000 - £12,000

Unit 3, Market Square, Wolverhampton, WV3 0NL



Property Description:

A ground floor retail unit forming part of a modern development containing both residential and retail units fronting a open market area within Wolverhampton City Centre. Market Square is located between Pitt Street, Worcester Street and Salop Street with the central shopping area only a short distance away.

Accommodation:

The premises are of an open plan design containing a sales area 241.4sq.mtrs (2,598sq.ft), Kitchen 4.1sq.mtrs (44sq.ft), Delivery Access Room 7.5sq.mtrs (81sq.ft), male, female and disabled wc's.

Outside:

Two allocated parking spaces

Total Area:

253.0sq.mtrs (2,723sq.ft)



Leasehold Information:

Term: 150 years from 3 July 2003
Service Charge: Refer to Legal Pack
Ground Rent: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 38
Freehold Nightclub Premises with Vacant Possession

Guide Price: £135,000 - £155,000

1 Horner Way, Rowley Regis, West Midlands, B65 0JQ

Property Description:

The premises are located within Rowley Regis or Blackheath Town Centre at the Junction with Horner Way and Long Lane (A4034). Birmingham City Council is approximately 7 miles to the East, and the national motorway network is accessible at junction 2 of the M5 motorway, approximately 2 miles to the North.

The premises comprise a former Nightclub suitable for continued entertainment use or for a variety of alternative uses, subject to statutory consents. The property is located in a highly visible or prominent position in Blackheath, adjacent Sainsbury's Superstore.

The premises are of part three storey and part single storey construction. The original main building is of three storey brickwork construction, part timber clad or cement rendered, with a pitched tiled roof. There are single storey additions to the sides of the main building of brickwork construction with lean-to and flat roofs.

There is a car park in front of the building, offering exclusive and shared areas.

Accommodation:

Main entrance lobby, lower ground floor club room with bar, upper ground floor bar/dining area with kitchen off, toilets (including disabled), self-contained first floor function room with dance floor, bar, office and toilets. Separate direct entrances to all levels. Gas-fired heating system, car parking area. Approx. Net Internal Area: 309.5 sq.m (3,330 sq.ft).

Planning

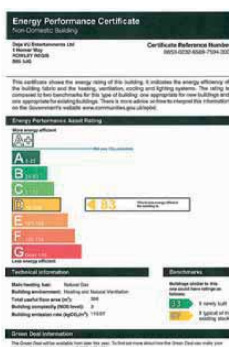
The property appears suitable for a range of alternative commercial or retail uses, subject to statutory consent, where necessary.

Legal Documents:

Available at
www.cottons.co.uk

Viewings:

Via Cottons
 0121 247 2233



LOT 39

Freehold Shop and Warehouse Premises with Vacant Possession

Guide Price: £165,000 - £185,000

67 Bridge Street, Walsall, WS1 1JQ



Property Description:

The property is located in Walsall Town Centre on the Northern side of Bridge Street, and within approximately 250 metres of the prime pedestrianised area of Walsall's retail core.

The national motorway network is accessible at junctions 9 & 10 of the M6 motorway, both of which are in approximately 2 miles of the property.

The property comprises deceptively spacious and unusually deep shop premises, with an adjoining warehouse at the rear with independent access via a driveway leading off Intown Row. The property is therefore capable of being occupied as a whole, or alternatively, the shop and warehouse premises may be occupied separately.

The retail building to the Bridge Street frontage is of three storey brickwork construction with a pitched slate roof. The rear warehouse premises are of single storey construction with a variety of different roof types, although predominately having pitched roofs with translucent roof lights.

The premises have been comprehensively refurbished recently, and are therefore well presented. The upper floors, above the shop premises are sealed off and there is currently no access. Access to the upper floors could however be reinstated according to individual future requirements.

Planning:

We understand the premises were last occupied as a Hairdressers shop falling within use class A1. Other retail uses are thought appropriate, although given the combination of retail and warehouse accommodation, the premises appear equally suitable for a variety of alternative uses, subject to statutory consents. Interested parties are advised to make their

own enquiries of the local planning authority, Walsall Metropolitan Borough Council 01922 652452.

Accommodation:

(all dimensions and areas are approximate)

Average Internal Width 4.88 metres
Shop Depth 26.97 metres

Net Sales Area 129.1 sq.m (1,390 sq.ft)

Staffroom/Office 11.3 sq.m (122 sq.ft)

Rear Store 11.9 sq.m (128 sq.ft)

Rear Warehouse (arranged to provide two principal areas, with a further office/store room),

Gross Internal Warehouse Area 149.7 sq.m (1,611 sq.ft)

Outside:

The property includes an area of land at the rear, adjoining the entrance to the warehouse, providing parking space for approximately 3 cars.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 40
Freehold Office Property with Vacant Possession
 Guide Price: £205,000 - £235,000

Highcroft House , 81 – 85 New Road, Rubery, Birmingham, B45 9JR
**Property Description:**

The property occupies a prominent corner position in Rubery, at the junction of New Road and Library Way. The rear of the property directly faces Rubery Bypass (A38), which is the main route linking Birmingham City Centre, which lies approximately 10 miles to the North, with junction 4 of the M5 motorway, approximately 0.75 miles to the South West.

New Road is located at the centre of Rubery, and has been developed to provide mainly retail and commercial property.

The subject property comprises a two storey end of terrace, self-contained office building, with substantial car parking at the rear.

The premises formerly comprised three separate commercial buildings, which have been combined and significantly extended at the rear to provide

modern, predominately cellular style, office accommodation.

The buildings are of two storey brickwork construction with predominately pitched slate roofs.

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

Ground Floor 258.1 sq.m (2,786 sq.ft)
 First Floor 257.0 sq.m (2,770 sq.ft)

Total Net Internal Area 516.0 sq.m (5,556 sq.ft)

Outside:

There is a large surface car park at the rear of the buildings providing a minimum of 25 spaces.

Redevelopment Potential

The property has a site area of approximately 0.34 acres (1,376 sq.m). It is considered the property is

suitable for a variety of residential or commercial uses, subject to statutory consents.

VAT

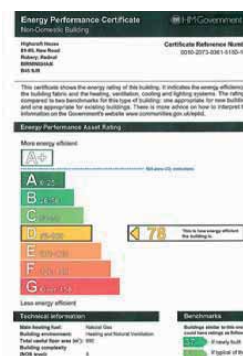
We are informed the VAT exemption in respect of this property has been waived. Accordingly, the sale proceeds shall attract VAT.

Legal Documents:

Available at
www.cottons.co.uk

Viewings:

Via Cottons
 0121 247 2233



LOT 41

The Endwood, 316 Hamstead Road, Handsworth, Birmingham, B20 2RA



Property Description:

The Endwood is a Grade II listed, three storey detached public house set in approximately 1.72 acres (0.7 hectares) of land having a frontage of approximately 72 meters on to Hamstead Road.

The property is currently trading as a public house although may be suitable for a variety of uses subject to obtaining the correct consent and planning permission from Birmingham City Council.

The site has previously had the benefit of planning consent granted (now lapsed) by Birmingham City Council (N/00384/04/FUL dated 22nd June 2005) for the conversion of the existing public house into nine self contained flats and a further fourteen houses to be erected elsewhere on the site, however we understand that this particular application ignored a parcel of land situated in the south eastern corner of the site.

A revised scheme incorporating the parcel of land to the south eastern corner has been prepared converting the public house into one substantial dwelling

and a further eighteen properties, however they have not been submitted to Birmingham City Council for approval. A copy of the lapsed planning consent and the revised scheme are available to view from the auctioneers offices.

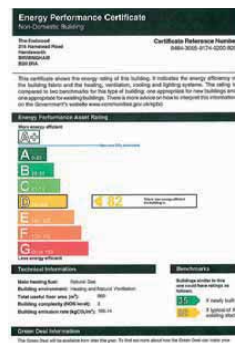
All interested parties must satisfy themselves in full with regards to any proposals or plans they have with Birmingham City Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

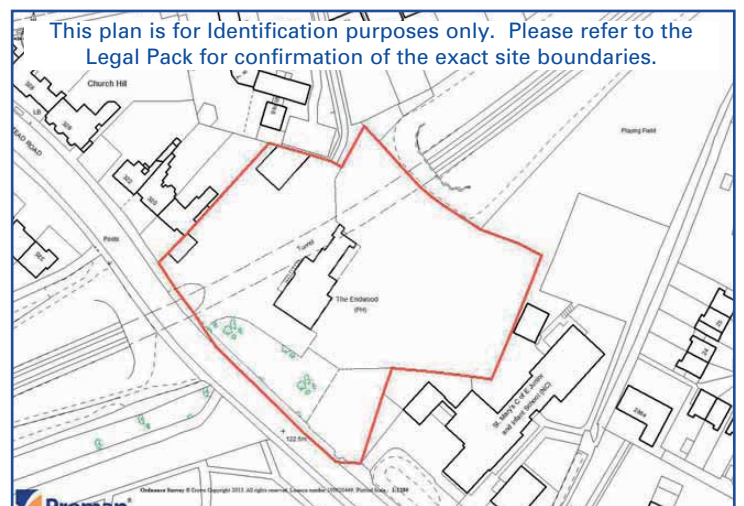


Freehold Vacant Possession/Redevelopment Opportunity

Guide Price: £750,000 PLUS



PROPOSED PLAN



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

LOT 42

Freehold Redevelopment Opportunity

Guide Price: £90,000 to £98,000

Former Wesleyan Reform Church, Between 159 and 173 Heath End Road, Nuneaton, Warwickshire CV10 7JB



Property Description:

A freehold redevelopment opportunity comprising of the conversion of a former church premises into 4 two bedroom apartments. The property is of brick construction containing ground and mezzanine floors and is surmounted by a recently recovered pitched slate roof and occupies a triangulated site which directly fronts Heath End Road and extends to an area of approximately 0.147 acres (600sq.mtrs). The property forms part of a mixed but predominantly residential area conveniently located within approximately half a mile distance from George Elliott Hospital, one mile distance to the south west of Nuneaton Town Centre and approximately three miles distance from the M6 Motorway (junction 3)

Existing Accommodation:

Reception Hall, Cloak Room with wc, Church Hall, Twin Stairs to Mezzanine Seating Area
Gross Internal Area: 196.91sq.mtrs (2,119sq.ft) approximately

Planning:

Planning consent was granted by Nuneaton and Bedworth Borough Council (Ref: 030581 and dated 30th August 2011 for the conversion of the existing Church premises into four flats (subject to conditions). The architect's drawings approved with the planning consent detailed the following accommodation:

Proposed Accommodation:

Ground Floor:

Two Apartments with accommodation comprising: Hallway, Living Room, Kitchen, Bathroom, Two Bedrooms

First Floor:

Two Apartments with accommodation comprising: Hallway, Living Room, Kitchen, Bathroom, Master Bedroom with En-suite, Bedroom Two

Outside:

Amenity area and car parking

Note: A copy of the planning consent can be obtained from Nuneaton and Bedworth Borough Council website and all interested parties should make their own enquiries in respect of this matter prior to bidding

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 43

Freehold Vacant Retail Premises Guide Price: £65,000 - £75,000

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

Property Description:

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

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

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

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

Accommodation:

Ground Floor:

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

First Floor:

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

Second Floor:

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

Total Net Internal Area

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

Planning:

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 44

Leasehold Vacant Possession By Instruction of the Joint LPA Receivers Guide Price: £39,000 - £43,000

2 Alexandra Road, Halesowen, West Midlands, B63 4DJ

Property Description:

A mid terraced two storey premises of brick construction surmounted by a pitched tiled roof which forms part of a parade of similar units on Alexandra Road. The property comprises a ground floor retail unit and a self contained two bedroom flat on the first floor. Alexandra Road is located off the Stourbridge Road (A458) in a predominately residential area situated within Halesowen approximately 8 miles from Birmingham City Centre.

Accommodation:

Ground Floor:

Retail area – 680 sq ft (63 sq m)
Toilet with wash basin and wc
Total Net Internal Area – 680 sq ft (63 sq m)

First Floor:

Two bedrooms, living room, kitchen and bathroom having panelled bath, wash basin and wc

Leasehold Information:

Term: 99 years from 29th September
Ground Rent: £20 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons 0121 247 2233



Energy Performance Certificate (EPC) for the property.

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LOT 45

Freehold Investment
Guide Price: £85,000 - £89,000

24 Croyde Avenue, Great Barr, Birmingham, West Midlands B42 1JB

Property Description:

A three bedroomed town house of brick construction surmounted by an interlocking tiled clad roof set back from the road behind a paved driveway allowing for off road parking and access to garage. The property benefits from having UPVC double glazing and gas fired central heating. Croyde Avenue is located off Charnwood Road which in turn can be found off Dyas Avenue. The property is currently let on a Regulated Tenancy at a rental of £340.00 per month.

Accommodation:

Ground Floor:

Entrance Hallway, Kitchen, Lounge,

First Floor:

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

Outside:

Front) Paved foregarden allowing for off road parking and access to garage

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 46

Leasehold Investment
By Instruction of the Joint LPA Receivers
Guide Price: £63,000 to £68,000

Apartment 4, Sun House, 9 – 10 Bennetts Hill, Birmingham B2 5RS

Property Description:

A self-contained and well laid out studio apartment situated on the first floor of a former office block which was converted in approximately 2002 into 31 self-contained apartments. The property benefits from under floor heating and a range of modern fittings and is located midway on the southern section of Bennetts Hill close to the junction with New Street and forms part of Birmingham City Centre within immediate walking distance to a large volume of retail shops and amenities including the Bullring Shopping Centre.

Tenancy Information:

The property is currently let on an Assured Shorthold Tenancy at a rental of £480 per calendar month (£5,760 per annum)

Accommodation:

Ground Floor:

Communal Reception Hall with Security Door Entry System, Lift and Stair access to:

First Floor:

Reception Hall, Shower Room with glazed shower enclosure, wash basin and wc, Lounge/Dining Area, Raised Double Bedroom Area, Kitchen with modern fitted units

Leasehold Information:

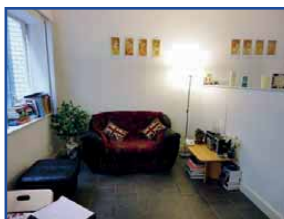
Term: 150 years (less 5 days) from 24th December 2002
Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



MAILING LIST

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 11th July 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 47

Leasehold Investment By Instruction of the Joint LPA Receivers Guide Price: £70,000 to £78,000

Apartment 30, Sun House, 9 – 10 Bennetts Hill, Birmingham B2 5RS

Property Description:

A self-contained and well laid out duplex apartment situated on the sixth floor with mezzanine floor over and forming part of a former office block which was converted in approximately 2002 into 31 self-contained apartments. The property benefits from under floor heating and a range of modern fittings and is located midway on the southern section of Bennetts Hill close to the junction with New Street and forms part of Birmingham City Centre within immediate walking distance to a large volume of retail shops and amenities including the Bullring Shopping Centre.

Tenancy Information:

The property is currently let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum)

Accommodation:
Ground Floor:

Communal Entrance with Security Door Entry System, Lift and Stair access to:

Sixth Floor:

Reception Hall with Study Area, Cloak Room with wc and wash basin, Double Bedroom containing recess with En-suite Shower, store cupboard, stairs to

Mezzanine Floor:

Open Plan Living Area comprising of Lounge/ Dining Area/Kitchen containing a range of modern fittings.

Leasehold Information:

Term: 150 years (less 5 days) from 23th December 2002
Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 48

Freehold Vacant Possession Guide Price: £75,000 - £80,000

41 Holborn Hill, Nechells, Birmingham B7 5PA


Property Description:

An extended mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a gravelled garden and tarmacadam covered driveway allowing for off road parking. The property benefits from having a full width extension to the rear and further benefits from having UPVC double glazing, gas fired central heating and is offered for sale in a presentable condition. Holbon Hill is located off Lichfield Road (A5127)

Accommodation:
Ground Floor:

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

First Floor:

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

Outside:

(Front) Tarmacadam covered driveway allowing for off road parking and gravelled garden

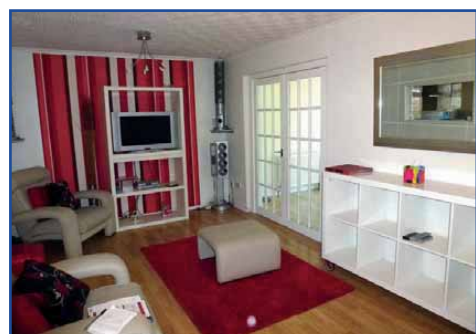
(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 49

Freehold Investment
Guide Price: £135,000 to £145,000

74 Beeches Road, West Bromwich, West Midlands B70 6HH



Property Description:

A substantial traditional built mid terraced house of brick construction surmounted by a pitched slate clad roof, offered for sale in a presentable condition and benefiting from UPVC double glazed windows, gas fired central heating and a range of modern kitchen and bathroom fittings. The property has been informally converted into four flats with shared services and would readily convert back to a single family dwelling house. The property is situated to the southern section of Beeches Road between the junctions of Hope Street and Jesson Street and conveniently within approximately half a mile

distance from West Bromwich Town Centre.

Rental Income:

The property is currently let on 4 separate Assured Shorthold Tenancy Agreements each at a rental of £350 per calendar month. Total Rental Income: £1,400 per calendar month (£16,800 per annum)

Accommodation:

Ground Floor:
Reception Hall with Cellar Access

Flat One: Bed/Living Room, Dining Kitchen, Shower Room with glazed

shower enclosure, vanity wash basin and wc,

Flat Two: Living Kitchen/Diner, Double Bedroom, Shower Room with glazed shower enclosure, vanity wash basin and wc

First Floor:

Stairs and Landing,

Flat Three: Entrance Hall, Living Kitchen, Shower Room with glazed shower enclosure, vanity wash basin and wc, Bedroom One/Study

Stairs and Landing to Bedroom Two (located on the second floor)

Flat Four: Living Kitchen, Bathroom with panelled bath, having shower over, vanity wash basin and wc and Bedroom

Outside:

(Front) Foregarden

(Rear) Shared pedestrian entry access, yard and paved rear 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 50

Freehold Shop Property with Vacant Possession

Guide Price: £310,000 - £330,000

133 The Common, Earlswood, Solihull, B94 5SQ



Property Description:

The property is located approximately 10 miles South of Birmingham City Centre and 5 miles South West of Solihull Town Centre in a desirable residential area.

The property faces Earlswood Common (B4102), which is the main route between Earlswood and Tanworth-in-Arden. The affluent areas of Dickens Heath, Hockley Heath and Dorridge are located close by.

The national motorway network is accessible at junctions 3 and 4 of the M42 motorway, both of which are within approximately 4 miles of the property.

The property comprises a rectangular shaped site of substantial depth and low site cover, indicating future development potential, subject to statutory consents.

The property is currently developed to provide brickwork buildings of two storey construction to the front, with single storey additions to the rear. The building at the front of the site has a traditional pitched tiled roof, whereas the buildings towards the rear have mono pitched profile metal sheet roofs.

The property was formerly a car showroom, that has been used for retail purposes in more recent times.

The ground floor provides a range of retail, storage, staff and ancillary accommodation, and there are two offices on the first floor.

The site area is 0.56 acres (0.23 hectares), arranged to provide approximately 14 car parking spaces to the front of the building, and side vehicular access with significant additional car parking and servicing space to the rear.

Accommodation (all dimensions and areas are approximate)

Gross Internal Area,
Ground Floor 274.8 sq.m (2,958 sq.ft)

Gross Internal Area,
First Floor 53.8 sq.m (579 sq.ft)

Total Gross
Internal Area 328.6 sq.m (3,537 sq.ft)

Redevelopment Potential:

It is considered the property is suitable for redevelopment for a variety of commercial or residential purposes, subject to statutory consents. Interested parties should make further enquiries of the local planning authority, Stratford-on-Avon District Council 01789 267 575.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Energy Performance Certificate:

The EPC for this property was commissioned on 29th April 2013. This will be added to the Legal Pack and available on our website.



LOT 51

By Instruction of the Joint LPA Receivers Freehold Three Storey Retail Premises

Guide Price: £110,000 PLUS

1172 and Part of 1174 Stratford Road, Hall Green, Birmingham B28 8AF

Property Description:

A traditional mid terraced three storey retail premises of brick construction surmounted by a pitched tile clad roof and extending to the first and second floors of 1174 Stratford Road by way of a flying freehold title. The property forms part of a busy retail parade located between the junctions of Cateswell Road and York Road and it has been long established as a bridal wear shop. The property directly fronts Stratford Road (A34) and is surrounded by a predominantly dense residential catchment area.

Accommodation:

Ground Floor:

Retail Area: 33.85sq.mtrs (364sq.ft)
with aluminium shop front having roller shutter protection,
Changing Room/Store: 4.81sq.mtrs (51.82sq.ft)

First Floor:

Stair to Landing
Storage Area: 4.27sq.mtrs (46sq.ft)
Room One: 16.89sq.mtrs (181sq.ft)

Inner Landing with Kitchenette, Wash Room with toilet and wash basin, doorway through party wall (No: 1174 Stratford Road) to Inner Hall, Stairs and Landing

Second Floor:

Room Two
(over number 1172): 16.18sq.mtrs (174sq.ft)
Maximum

Room Three
(over number 1174): 13.83sq.mtrs (148sq.ft)

Outside:

Rear yard area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 52

Freehold Vacant Possession

Guide Price: £200,000 - PLUS

31 Barclay Road, Bearwood, West Midlands B67 5JY



Property Description:

An attractive traditional bay fronted residence set back from the road behind a foregarden and offering generous family accommodation which requires modernisation and improvement. Whilst the property has three double bedrooms an application has been submitted for building regulation approval for a loft conversion to provide a master bedroom with en-suite bathroom. The

property overlooks Warley Woods to the front elevation and forms part of a well regarded residential area. Barclay Road leads directly off Lightwoods Hill and the property is conveniently within approximately a quarter of a mile distance from Hagley Road West (A456) providing direct access to Birmingham City Centre and within half a mile distance from Bearwood Road Shopping Centre.

Accommodation:

Ground Floor:

Canopy Entrance, Feature Reception Hall/Room, Through Lounge, Dining Kitchen

First Floor:

Stairs and Landing, Three Double Bedrooms, Family Bathroom with corner suite comprising of panelled bath, glazed shower enclosure, pedestal wash basin and wc

Outside:

(Front) Forgarden
(Rear) Pedestrian side access to a long lawned garden with additional garden area to the very rear

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 53

Freehold Residential Building Plot

Guide Price: £90,000 to £98,000

Residential Building Plot adjacent to 31 Barclay Road, Bearwood, West Midlands B67 5JY

Description:

A parcel of freehold building land situated directly fronting Barclay Road and forming part of a well regarded and popular residential area. The site benefits from planning consent for the erection of four bedroom dwelling house and is pleasantly situated overlooking Warley Woods to the front elevation. Barclay Road leads directly off Lightwoods Hill and the property is conveniently within a quarter of a mile distance from Hagley Road West (A456) which provides direct access to Birmingham City Centre and within approximately half a mile distance from Bearwood Road Shopping Centre.

Planning:

The property benefits from planning consent granted by Sandwell Borough Council (Ref: DC/12/55454) and dated 9th April 2013 for the erection of a four bedroom detached house. The plans approved with the application detailed a three storey dwelling house comprising of the following:

Proposed Accommodation:

Ground Floor:

Porch Entrance, Reception Hall, Cloak Room with wc and wash basin, Lounge,

Kitchen, Utility/Laundry Room, Family Room, Integral Garage

First Floor:

Stairs and Landing, Bedroom One (double) with En-suite Bathroom and Dressing Room, Bedroom Two (double) with En-suite Shower Room, Bedroom Three (single), Family Bathroom

Second Floor:

Stairs and Landing, Storage Room, Master Bedroom Four with En-suite Bath/Shower Room

A copy of the Architect's drawings and decision notice are available for inspection from the Auctioneers' office or can be downloaded from Sandwell MBC website.

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 54

Freehold Vacant Possession

Guide Price: £100,000 to £110,000

2 Kenilworth Road, Lighthorne Heath, Leamington Spa, Warwickshire CV33 9TQ

Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows/external doors and solid fuel central heating but requiring some cosmetic improvement throughout. The property is located in a cul de sac off Marston Avenue and is situated in the village of Lighthorne Heath which was purpose built in the 1950's as housing for airmen from nearby RAF Gaydon and which were sold off in the 1970's/80's. Gaydon is within less than one mile distance and is currently home to Jaguar Land Rover headquarters, Aston Martin and the Heritage Motor Centre. The M40 Motorway (junction 12) is within approximately one mile distance and the property lies within approximately 6 miles distance to the south east of Leamington Spa.

Accommodation:

Ground Floor:

Reception Hall, Lounge, UPVC Double
Glazed Conservatory, Kitchen, Dining Room

First Floor:

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

Outside:

Front) Foregarden with pedestrian side access to rear

(Rear) Enclosed garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

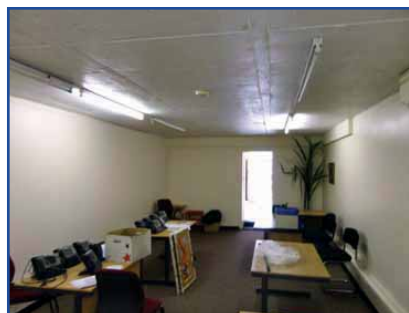


LOT 55

Freehold Office Property with Vacant Possession

Guide Price: £135,000 - £155,000

The Lodge, Trinity Street, Leamington Spa, CV32 5RH



Property Description:

The Lodge is situated on the Northern side of Trinity Street, close to its junction with Kenilworth Road (A452).

A full range of retail, commercial and public transport facilities are available at Central Leamington Spa, a few hundred metres to the South of the property.

The national motorway network is accessible at junction 15 of the M40 motorway, which lies approximately 4 miles to the South West.

On street car parking is available in Trinity Street and the surrounding

roads, which may be supplemented by Pay and display car parking within a short walk of the building.

The property comprises a three storey office building, with a two storey extension to the rear.

The building is of brickwork construction, and the main building to the road frontage has a pitched roof with a dormer.

Accommodation:

Ground Floor:

Entrance Lobby
Office (front) 24.5 sq.m (264 sq.ft)
Toilet

Office (rear) (currently divided into two) 50.6 sq.m (545 sq.ft)

First Floor:

Landing
Toilet
Office (front) 19.6 sq.m (211 sq.ft)
Office (middle) 18.3 sq.m (197 sq.ft)
Toilet
Office (rear) 23.8 sq.m (256 sq.ft)

Second Floor:

Office 27.0 sq.m (291 sq.ft)
Total Net
Internal Area 163.9 sq.m (1,764 sq.ft)

Redevelopment Potential

The property would appear suitable for redevelopment for residential or commercial purposes, subject to statutory consents. Interested parties should make their own enquiries of Warwick District Council 01926 410410.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 56

Freehold Investment

Guide Price: £80,000 to £88,000

1274 Pershore Road, Stirchley, Birmingham B30 2XU

Property Description:

A traditional mid terraced retail premises with flat/living accommodation over prominently situated fronting Pershore Road close to the junction with Twynning Road. The property is of brick construction surmounted by a pitched slate clad roof and forms part of a parade of similar retail units. The property is currently let on a lease for a term of 3 years which commenced on 5th October 2012 at a rental of £700 per calendar month (£8,400 per annum).

Accommodation:

Ground Floor:

Retail Shop with roller shutter protection and a partitioned Store Room: 60.59sq.mtrs (652sq.ft)
Rear Area with Lobby, Store, Toilet and Kitchenette

Rear Entrance Hall with stairs leading off to:

First Floor:

Flat/Living Accommodation: Kitchen, Bathroom, Double Bedroom and Lounge

Outside:

(Rear) Secure yard area with gate right of way leading off Twynning Road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 57
Freehold Garage Yard Investment
 Guide Price: £18,000 – £22,000

Garage Yard to the rear of 460 Birmingham New Road, Bilston, West Midlands WV14 9QB

Property Description:

A lock-up garage yard extending to an area of approximately 0.173 acres (700 sq.mtrs) and accessed via a driveway located between numbers 452 and 454 Birmingham New Road. The yard contains nine lock up garages laid out in a linear row set back behind a forecourt. Seven of the nine garages are currently let however there are no formal agreements. A schedule of rentals are detailed below.

Garage 1 : Vacant

Garage 2 : £30.00 per month paid quarterly

Garage 3 : £30.00 per month paid quarterly

Garage 4 : £30.00 per month paid quarterly

Garage 5 : £30.00 per month paid quarterly

Garage 6 : Vacant

Garage 7 : £30.00 per month paid quarterly

Garage 8 and 9 : £30 per month for each let to the same person

Rental Income:

£210.00 per month (£2,520 per annum)

Potential Rental Income when fully let

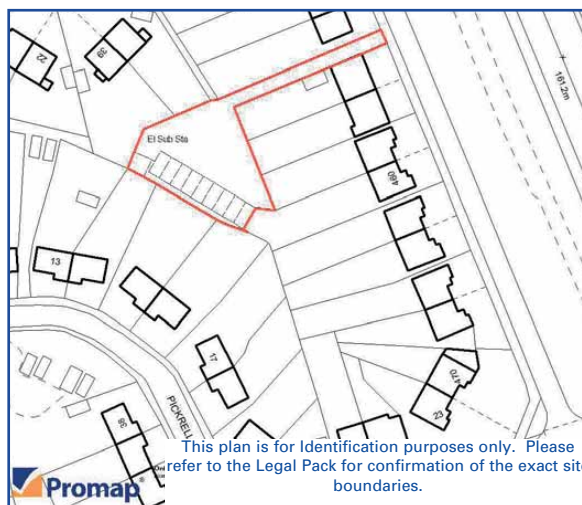
£270.00 per month (£3,240) per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons 0121 247 2233


Site Entrance

LOT 58
Freehold Investment
 Guide Price: £68,000 - £72,000

2-4 Anson Street, Rugeley, Staffordshire, WS15 2BB
Property Description:

An attractive freehold investment opportunity comprising a ground floor lock up shop let to Ash Beauty Boutique. The property forms part of a mid terraced two storey premises of brick construction surmounted by a pitched tiled roof. The property is located on Anson Street in the market town of Rugeley, which is situated 25 miles north east of Birmingham. Local retailers include Halifax, Natwest, Post Office and Iceland.

Tenancy Information:

Ground floor shop: Let on a new lease to Ash Beauty Boutique for a term of 5 years from 1st September 2012 at a rental of £9,600 per annum. A copy of the lease is available for inspection within the legal pack

Ground floor rear office: Let to the DX Exchange on a periodic tenancy at a rental of £2,000 per annum.

Total rental Income: £11,600 per annum

Accommodation:
Ground Floor:

Retail sales area: 590 sq ft (54.9 sq m)

Office: 76 sq ft (7.14 sq m)

Store: 67 sq ft (6.25 sq m)

Kitchen: 92 sq ft (8.6 sq m)

Toilets

Rear office: not inspected

Net Internal Area:

Ground Floor: 827 sq ft (76.8 sq m)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 59

Freehold Vacant Possession

Guide Price: £160,000 PLUS

43 Etwall Road, Hall Green, Birmingham B28 0LF



Property Description:

A traditional semi detached house of brick construction surmounted by a pitched tile clad roof set back from the road behind a lawned foregarden and driveway and benefiting from three bedrooms and UPVC double glazed windows but requiring modernisation and improvement throughout. The property forms part of a popular and predominantly residential area and Etwall Road leads directly off Robin Hood Lane which in turn leads off Stratford Road (A34) and provides access to a wide range of retail services and amenities located at both Hall Green and Shirley shopping centres.

Accommodation:

Ground Floor:

Double Glazed Enclosed Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom with shower cubicle, pedestal wash basin and wc

Outside:

(Front) Side garage with double timber doors to front and courtesy door leading to the rear garden

(Rear) Paved patio and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 60

By Instruction of the Joint LPA Receivers

Freehold Former Post Office with Flat

Guide Price: £120,000 - PLUS

109 Radford Road, Coundon, Coventry CV6 3BQ

Property Description:

A mid terraced retail shop/former post office with separate self-contained flat over of part rendered brick construction surmounted by a pitched interlocking tile clad roof. The property is situated in a parade of similar retail units located between the junctions of Saunders Road and Wyley Road and situated directly fronting Radford Road (B4098) located approximately three quarters of a mile distance to the north west of Coventry City Centre.

Tenancy Information:

Ground Floor: Retail Unit: Vacant
First Floor: Flat: Let on an Assured Shorthold Tenancy at a rental of £400 per calendar month (£4,800 per annum)

Accommodation:

Ground Floor:

Retail Shop/Former Post Office: 23.01sq.mtrs (247sq.ft) with aluminium shop front having roller shutter protection, Hallway leading to post office counter: 7.74sq.mtrs (83sq.ft), Kitchen, Cloak Room with wc and wash basin

Flat Accommodation:

Rear Pedestrian Entry Access to Paved Yard Area
Ground Floor
Kitchen

First Floor:

Lounge, Two Double Bedrooms and Bathroom with bath having shower over, wash basin and wc

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 61

Freehold Vacant Possession
 Guide Price: £60,000 to £67,000

134 Farren Road, Northfield, Birmingham B31 5HN

Property Description:

A traditional semi-detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a lawned foregarden. The property benefits from having three bedrooms and a garage but requires modernisation and improvement throughout.

Farren Road forms part of an established residential area and is located between Bristol Road (A38) and Tessall Lane, within approximately one miles distance to the south of Northfield town centre.

Accommodation:

Ground Floor:

Reception Hall, Lounge, Dining Room and Kitchen

First Floor:

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

Outside:

(Front) Lawned foregarden

(Rear) Lawned garden and garage

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 62

Freehold Residential Investment
 Guide Price: £100,000 - PLUS

27 Rowley Street, Walsall WS1 1AX

Property Description:

A detached residential investment property of brick construction surmounted by a pitched tile clad roof subdivided to provide seven bedsits and one flat. The property benefits from mains fitted fire detection system and each flat has separate electricity sub-meters. The property is situated directly fronting Rowley Street which in turn leads off Broadway North (A4148) and the property is conveniently within less than one quarter of a mile distance from Walsall Town Centre.

The property is currently let as follows:

Bedsit One: Let on an Assured Tenancy at a rental of £40 per week

Bedsit Two: Let on an Assured Shorthold Tenancy at a rental of £40 per week

Bedsit Three: let on an Assured Shorthold Tenancy at a rental of £40 per week

Bedsit Four: Vacant

Bedsit Five: Vacant

Bedsit Six: Vacant

Bedsit Seven: Let on an Assured Shorthold Tenancy at a rental of £70 per week

Flat 27A: Let on a Regulated Tenancy at a rental of £42 per week
 Current Rental Income: £232 per week (£12,064 per annum)



Accommodation:

Ground Floor:

Shared Reception Hall with Cloak Room having wc and wash basin, Bedsit One (double) with Kitchenette, Bedsit Two (double) with Kitchenette,

First Floor:

stairs and Landing, Bathroom with panelled bath, wash basin and wc, Bedsit Three (single) with Kitchenette, Bedsit Four (double) with Kitchenette,

Bedsit Five (double) with Kitchenette, Bedsit Six (single) with Kitchenette

Second Floor:

Stairs to: Bedsit Seven: Large Bedsitting Room with Kitchen Area, Lounge Area and Bedroom Area with Shower Cubicle,

Flat 27A: (Ground Floor) with Entrance Hall having glazed Shower Cubicle and Separate WC, Breakfast Kitchen, Bed/Sitting Room

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 63

Freehold Vacant Possession
Guide Price: £78,000 - £83,000

12 Schoolacre Road, Shard End, Birmingham, West Midlands B34 6RB

Property Description:

A two bedroomed semi-detached property surmounted by a tiled roof set back from the road behind a lawned garden and paved driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Schoolacre Road is located off Heath Way which in turn can be found off Coleshill Road (A47)

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Kitchen, Sun Lounge

First Floor:

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

Outside:

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

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 64

Freehold Retail Premises
(Vacant Possession on Completion)
Guide Price: £60,000 to £67,000

175 High Street, Brierley Hill, West Midlands DY 5 3BU



Property Description:

A two storey mid terraced retail premises with office accommodation over constructed of brick and surmounted by a pitched slate clad roof. The property leads directly from High Street and forms part of a local shopping centre containing a range of retail amenities and services. Access to the rear of the property providing car parking provision is via a right of way which leads off Talbot Street. The property is occupied on a tenancy at will which will be terminated to provide vacant possession upon completion.

Accommodation:

Ground Floor:

Retail Shop: 42.46sq.mtrs (457sq.ft)
Disabled Toilet with wc and wash basin,
Office: 7.85sq.mtrs (84sq.ft)
Kitchen: with rear entrance door

First Floor (175A High Street)

Office Accommodation: 54.35sq.mtrs (585sq.ft) with Kitchen and Toilet

Outside:

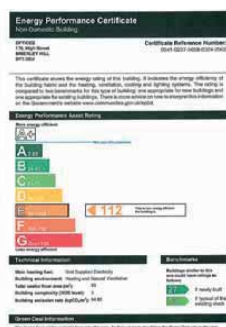
(Rear) Yard area accessed via right of way off Talbot Street

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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LOT 65**Freehold Vacant Possession**

Guide Price: £85,000 - £90,000

**124 Ashbrook Road, Stirchley, Birmingham B30 2XB****Property Description:**

A three bedroomed end terraced property of brick construction surmounted by a tiled roof set back from the road behind a foregarden and driveway allowing for off road parking. The property benefits from having part double glazed windows and gas fired

central heating. Ashbrook Road can be found off Dads Land which in turn can be found off Dogpool Lane.

Accommodation:

Ground Floor:
 Entrance Hallway, Lounge, Kitchen, Dining Room, Veranda

First Floor:

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

Outside:

(Front) 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 66**By Instruction of the Joint LPA Receivers****Leasehold Vacant Duplex Flat**

Guide Price: £45,000 to £50,000

Flat 2, Oakhurst Grange, 353 Birmingham Road, Sutton Coldfield B72 1DL**Property Description:**

A one bedroom duplex flat forming part of a two storey converted period building of rendered brick construction surmounted by a pitched tile clad roof. The property benefits from gas fired central heating and UPVC double glazed windows but requires refurbishment and modernisation throughout. The property is situated at the junction with The Oaks and is set back from Birmingham Road (A5127) behind a

forecourt parking area. Birmingham Road provides convenient access to Wylde Green Shopping Centre being within approximately 250 metres distance containing a wide range of retail amenities and services and the property is conveniently located within a third of a mile distance from Chester Road Railway Station, one mile distance from Erdington Shopping Centre, two miles distance from both from both Sutton Coldfield Town Centre and the M6 Motorway (junction 6) and

approximately four miles distance from Birmingham City Centre.

Accommodation:

Ground Floor:
 Shared Reception Hall, Open Plan Lounge/Kitchen, Bathroom with bath having shower over, pedestal wash basin and wc

First Floor:

Stairs to Double Bedroom

Outside:

Forecourt parking area

Leasehold Information

Term: 99 Years from 25th December 1994

Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 67

Freehold Vacant Possession
Guide Price: £35,000 - £39,000

The Old Coach House, Off Green Street, Smethwick, West Midlands B67 7ED



Property Description:

An detached brick built workshop surmounted by a tiled roof set back from the road and accessed from Green Street via a secure right of way. The property benefits from having secure vehicular and pedestrian roller shutter entrance door access, inspection pit and security alarm and further benefits from having double gates giving access to side lawned area and side vehicular roller shutter door. Green Street is located off Coopers Lane and South Road.

Accommodation:

Ground Floor:

Workshop 625 sq.ft (58 sq.mtrs), WC, metal staircase to

First Floor:

Storage Area 138 sq.ft (13 sq.mtrs)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 68

Freehold Investment
Guide Price: £65,000 - £69,000

4 Newton Place, Handsworth, Birmingham B18 5JY

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating. Newton Place is located off Ashwin Road which in turn can be found off Factory Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500.00 pcm (£6,000 per annum)

Accommodation:

Ground Floor:

Entrance Vestibule, Lounge, Dining Room, Kitchen

First Floor:

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

Outside:

(Rear) Yard Area



Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

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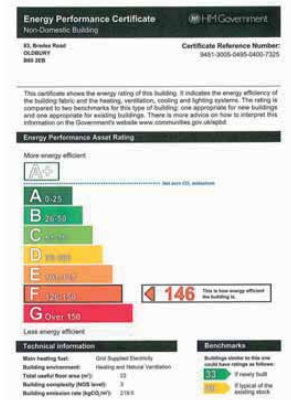


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LOT 69

Freehold Vacant Takeaway Premises Guide Price: £25,000 - £30,000

83 Brades Road, Oldbury, West Midlands B69 2EB



Property Description:

A single storey semi detached hot food takeaway unit of brickwork construction surmounted by a mono pitched roof and forming part of a mixed residential/industrial area located directly between Wolverhampton Road (A4123) and Dudley Road (A457) and within approximately half a mile of Oldbury Town Centre.

Planning:

Planning Permission was granted by Sandwell Metropolitan Borough Council (Ref: DC/06/46789 and dated 20th October 2006) for change of use to a Hot Food Takeaway with opening hours between 5pm and 11pm on Monday to Saturday (inclusive). Planning permission was further granted (Ref: DC/09/51190 and dated 4th September 2009) to include additional opening hours of

7am to 2pm on Monday to Saturday (inclusive).

A copy of the Planning Consent is available for inspection within the legal pack or via Sandwell MBC website

Accommodation:

Ground Floor:

Retail Shop/Hot Food Takeaway with UPVC Shop Front and Door, Tiled Walls and Floor, Rear Lobby, leading to a Shared Rear Access and Cloak Room with wc and wash basin

Outside:

Parking Space

Gross Internal Area:

21.8sq.mtrs (235sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 70

Freehold Vacant Possession Guide Price: £38,000 - £44,000

46 Farley Road, Erdington, Birmingham B23 7TP

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a fenced and lawned foregarden. The property requires modernisation and improvement. The property is located on Farley Road close to the junction with The Ridgeway.

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Kitchen, Stairs to

First Floor:

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

Outside:

(Front) Fenced and lawned foregarden

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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LOT 71

Freehold Investment
Guide Price: £85,000 to £90,000

168 Alexander Road, Acocks Green, Birmingham B27 6HA

Property Description:

A mid terraced house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a small foregarden and benefiting from gas fired central heating. Alexander Road leads directly off Yardley Road (B4146) and the property is conveniently located approximately one third of a mile distance from Acocks Green Shopping Centre providing access to a wide range of retail amenities and services and a less than a quarter of a mile distance from Acocks Green Railway Station. The property is currently let on an Assured Shorthold Tenancy at a rental of £420 per calendar month (£5,040 per annum)

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

(Front) Small foregarden
(Rear) Yard area, brick built stores and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 72

Freehold Vacant Possession
Guide Price: £150,000 to £165,000

22 Milcote Road, Solihull, West Midlands B91 1JW

Property Description:

A modern mid town house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from four bedrooms, UPVC double glazed windows and gas fired ventilation heating but requiring complete modernisation and refurbishment throughout. The property is situated in a cul-de-sac and is located off the Crescent which leads off Ashley Road and in turn runs between Warwick Road (B425) and Streetsbrook Road (B4025). The property is conveniently located within less than a quarter of a mile walking distance from Solihull Town Centre which contains a wide range of retail amenities and services including Touchwood Shopping Centre.

Breakfast Kitchen, Utility Room, Integral Garage

First Floor:

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

Outside:

(Front) Full width tarmac forecourt providing ample off road parking and a covered parking space leading to garage

(Rear) Paved rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

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

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

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

Personal/Company Cheque

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

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

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

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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

G4. Title and identity

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

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

- (a) The **buyer** may raise no requisition or objection to any of the **documents** that is made available before the **auction**.
- (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

(a) so state; or

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

- (a) of the **buyer's** **VAT** registration;
 - (b) that the **buyer** has made a **VAT** option; and
 - (c) that the **VAT** option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.
- G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:
- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
 - (b) collect the rents payable under the **tenancies** and charge **VAT** on them

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

**A full copy of the Common Auction Conditions including the Glossary can be found at:
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A38 M

M6

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