

19th OCTOBER 2017

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 19th OCTOBER 2017
11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

Credit card or Business card Payments

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

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

ID

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

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

Third Party Bidding

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

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

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.

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

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

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

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

13. The successful bidder will be required to pay an Administration Fee of £850 (inclusive of 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 £250 (inclusive of VAT).

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

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

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

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

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

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

Misrepresentation Act

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

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

Definition

Definition of Guide Prices

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

Definition of Reserve Price

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

A COLLECTIVE AUCTION SALE of 52 LOTS

Order of Sale

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Freehold Ground Rents, Land and Development Opportunities.

By instruction of a variety of Vendors including, LPA Receivers, Administrators, Trustees in Bankruptcy, Solicitors, Joint Property Agents, Companies and Private Clients

1	69 DOWNSIDE ROAD, ERDINGTON, B24 8PG	Freehold Vacant Residential	42	23 MILLINGTON ROAD, WOLVERHAMPTON, WV10 9ND	Freehold Vacant Residential
2	177 CLYDESDALE TOWER, HOLLOWAY HEAD, B1 1UJ	Leasehold Residential Investment	43	25 MILLINGTON ROAD, WOLVERHAMPTON, WV10 9ND	Freehold Vacant Residential
3	10 WAVELL ROAD, WALSALL, WS2 0EF	Freehold Vacant Residential	44	502/502A GOSPEL LANE, SOLIHULL, B27 7AP	Freehold Residential Investment
4	57 GRAVELLY LANE, ERDINGTON, B23 6UJ	Freehold Vacant Residential	45	21 CRAWFORD AVENUE, WOLVERHAMPTON, WV4 6PL	Freehold Vacant Residential
5	132 WYCHBOLD CRESCENT, BIRMINGHAM, B33 9TD	Freehold Vacant Residential	46	268 OXHILL ROAD, HANDSWORTH, B21 8EU	Freehold Residential Investment
6	FLAT 3, 46 SELBORNE ROAD, HANDSWORTH WOOD, B20 2DW	Leasehold Vacant Residential	47	12 HORTON SQUARE, BIRMINGHAM, B12 0YR	Leasehold Retail Investment
7	FLAT 40 CARNEGIE AVENUE, TIPTON, DY4 8SX	Leasehold Vacant Residential	48	10 WALNUT CLOSE, CHELMSLEY WOOD, B37 7PU	Freehold Residential Investment
8	362 LONG LANE, HALESOWEN, B62 9LE	Freehold Vacant Residential	49	148 ALFRED ROAD, HANDSWORTH, B21 9NQ	Freehold Vacant Residential
9	105 HIGH STREET, BROWNHILLS, WS8 6HL	Freehold Retail Investment	50	52 GROSVENOR ROAD, HANDSWORTH, B20 3NH	Freehold Vacant Residential
10	FLAT 4, 78 PERSEHOUSE STREET, WALSALL, WS1 2AR	Leasehold Residential Investment	51	18 UXBRIDGE STREET, BIRMINGHAM, B19 3XH	Freehold Residential Investment
11	9 YORK AVENUE, WILLENHALL, WV13 1JJ	Freehold Vacant Residential	52	73 MCKEAN ROAD, OLDBURY, B69 4AU	Freehold Vacant Residential
12	FLAT 5, 369 GILLOTT ROAD, EDGBASTON, B16 0RP	Leasehold Vacant Residential			
13	55 HIGH ROAD, WILLENHALL, WV12 4JR	Freehold Vacant Residential			
14	77 SEVERN ROAD, WALSALL, WS3 1NS	Freehold Vacant Residential			
15	54 CAPE HILL, SMETHWICK, B66 4PB	Freehold Vacant Commercial			
16	56 CAPE HILL, SMETHWICK, B66 4PB	Freehold Commercial Investment			
17	58 CAPE HILL, SMETHWICK, B66 4PB	Freehold Commercial Investment			
18	60 CAPE HILL, SMETHWICK, B66 4PB	Freehold Commercial Investment			
19	70 CAPE HILL, SMETHWICK, B66 4PB	Freehold Commercial Investment			
20	59-61 CAPE HILL, SMETHWICK, B66 4SF	Freehold Commercial Investment			
21	25 PARKFIELD CRESCENT, WOLVERHAMPTON, WV2 2DF	Freehold Vacant Residential			
22	FLAT 14 OLD COURT HOUSE, PRIORY ST, DUDLEY, DY1 1EP	Leasehold Vacant Residential			
23	35 HIGH STREET, KINGS HEATH, B14 7BH	Freehold Mixed Investment			
24	8-16 HIGH STREET, ERDINGTON, B23 6RH	Freehold Retail Parade			
25	8 CASTLEFORD ROAD, SPARKHILL, B11 3SL	Freehold Residential Investment			
26	34 YORK ROAD, ERDINGTON, B23 6TG	Freehold Vacant Residential			
27	FGR 1B SPRINGS AVENUE, BROMSGROVE, B61 0NU	Freehold Ground Rent			
28	ELDERS BARN, CHESTNUT DR, BURTON-ON-TRENT, DE13 0UA	Freehold Vacant Residential			
29	LAND REAR OF 65 - 97 IVY HOUSE ROAD, ROWLEY REGIS,	Freehold Land			
30	48 BEECHTREE ROAD, WALSALL WOOD, WS9 9LW	Freehold Vacant Residential			
31	PUMP TAVERN, 236 SOHO ROAD, B21 9LR	Freehold Vacant Public House			
32	59 FRIESLAND DRIVE, WOLVERHAMPTON, WV1 2AE	Freehold Vacant Residential			
33	4 THE GROVE, ST. SILAS SQUARE, B19 1QP	Freehold Vacant Residential			
34	22 PARKHEAD ROAD, DUDLEY, DY2 8XN	Freehold Vacant Residential			
35	73 KINGS ROAD, SUTTON COLDFIELD, B73 5AD	Leasehold Vacant Residential			
36	FLAT 2 CRANMER COURT, QUEEN ST, WALSALL WOOD, WS9 9LJ	Leasehold Vacant Residential			
37	FLAT 1A COTON GREEN PRECINCT, TAMWORTH, B79 8JT	Leasehold Vacant Residential			
38	THE WHITE HART PUBLIC HOUSE, 66 WORCESTER ST, WV2 4LQ	Freehold Vacant Public House			
39	41 LINWOOD ROAD, HANDSWORTH, B21 9JG	Freehold Vacant Residential			
40	9 TANFIELD ROAD, DUDLEY, DY2 8XE	Freehold Vacant Residential			
41	FERNDAL, CHARLES STREET, WILLENHALL, WV13 1HG	Freehold Vacant Offices			

Auctioneers

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

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

Auction Manager: Sue Worrall

Auction Team: Richard Longden B.Sc. (Hons.) MRICS, Nada Turton B.A., Julie Murphy, Sharron Sheldon, Mark Cullen, Rachael Sheldon, Jason Coombes B.A., Andrew Smith, Nick Burton, Richard Gaines, Kevin Hogan, Trish Doyle.

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

IMPORTANT NOTICE RELATING TO FEES / COSTS / CHARGES PAYABLE BY THE BUYER IN ADDITION TO THE PURCHASE PRICE

AUCTION ADMINISTRATION FEE

All buyers will be required to pay an Auction Administration Fee of £850 (Inclusive of VAT) payable on each Lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, in which case the fee will be £250 (Inclusive of VAT).

ADDITIONAL FEES / COSTS / CHARGES

Additional Fees / Costs / Charges **MAY** be payable by the buyer in addition to the purchase price. These **MAY** include sellers search costs/disbursements, reimbursement of sellers solicitors & auctioneers costs, outstanding service charge, ground rent payments, rent arrears / apportionment of rent, Value Added Tax (VAT), Stamp Duty, etc. and all prospective purchasers are advised to inspect the Legal Documents including the Sale Contract / Special Conditions and seek their own independent legal advice as to the full cost of purchasing a specific property.

It is assumed all bidders have inspected the Legal Packs available on our website and in the Auction Room prior to bidding and are fully aware of all terms and conditions including any Fees / Costs / Charges 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.

LOT 1**Freehold Vacant Semi-Detached House with Three Bedrooms**

*Guide Price: £88,000 - £92,000 (+Fees)

69 Downside Road, Birmingham, West Midlands B24 8PG**Property Description:**

A traditional semi-detached house of part rendered two storey brick construction surmounted by a hipped tile clad roof in need of modernisation and refurbishment. The three bedroom accommodation benefits from part double glazed windows, gas fired central heating system and off-road parking. The property forms part of an established residential area and Downside Road leads off Wheelwright Road which connects Gravelly Hill and Tyburn Road. Gravelly Hill railway station is around half a mile away and there are bus stops closer to hand on Gravelly Hill North.

Accommodation:**Ground Floor**

Vestibule porch, Reception Hall, Lounge, Dining Room, Kitchen.

First Floor

Landing, Three Bedrooms, Bathroom, Separate wc

Outside:

Front: Fore garden and driveway providing off road parking.

Rear: Good size rear garden with full width paved area

Legal Documents: 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 £850 (inclusive of 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 £250 (inclusive of VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits may be paid by the following methods**Debit/Credit Card**

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

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

Cottons
 CHARTERED SURVEYORS

LOT 2

Leasehold Investment - City Centre One Bedroomed Flat

*Guide Price: £60,000 - £65,000 (+Fees)

Flat 177 Clydesdale Tower, Holloway Head, Birmingham, West Midlands B1 1UE

Property Description:

A well laid out purpose built flat, situated on the twenty-third floor of a prominent block, located at the junction of Holloway Head and Bristol Street and enjoying superb views over the north and western parts of the City and beyond.

The development occupies a central location, close to such landmark buildings as The Mailbox and Beetham Tower/Radisson Hotel and benefits from convenient access to the central shopping area, which includes The Bull Ring and Grand Central.

The property benefits from UPVC double glazed windows and is let on an Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 per annum). The current tenant has been in occupation since February 2013 at the existing rent.

Accommodation:

Ground Floor

Communal Entrance with security door entry system, lift access to:

Twenty-Third Floor

Communal Landing, Reception Hall with Store, Bathroom with panel bath, having shower over, pedestal wash basin and wc. Lounge/Dining Room with access to balcony, providing far reaching views, Kitchen with a range of modern units, Double Bedroom.

Leasehold Information:

Term: 125 years from 16th February 1981.

Ground Rent: £10 per annum.

Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



PANORAMIC VIEW FROM BALCONY



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 3**Freehold Semi-Detached House with Three Bedrooms**

*Guide Price: £49,000 - £59,000 (+Fees)

10 Wavell Road, Walsall, West Midlands WS2 0EF**Property Description:**

A semi-detached house of two-storey brick construction, surmounted by a pitched tile clad roof, providing well laid out accommodation, having been extended to the rear and side to provide additional ground floor living accommodation and benefitting from off-road car parking, three bedrooms, but requiring modernisation and improvement.

Accommodation:**Ground Floor**

Porch, Reception Hall, Front Reception Room/Lounge, Dining Kitchen, Rear Reception Room, Side Passageway, Study, Toilet with wc and Utility Room.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Bathroom with bath, wash basin and wc.

Outside:

Front: Foregarden and concrete driveway providing off-road car parking.

Rear: Paved yard and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

**LOT 4****Freehold Vacant Possession**

*Guide Price: £76,000 - £82,000 (+Fees)

57 Gravelly Lane, Erdington, Birmingham, West Midlands B23 6UJ**Property Description:**

An end terraced property of brick construction, surmounted by a tiled roof, set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas-fired central heating.

The property is located on Gravelly Lane, close to the junction with both Station Road and Marsh Lane and the property is within walking distance to Erdington Railway Station.

Accommodation:**Ground Floor**

Through Lounge, Kitchen, Stairs.

First Floor

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

Outside:

Front: Walled foregarden.

Rear: Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Cottons
 CHARTERED SURVEYORS

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

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

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

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

LOT 5

Freehold Vacant Mid-Terraced House

*Guide Price: £84,000 - £89,000 (+Fees)

132 Wychbold Crescent, Kitts Green, Birmingham, West Midlands B33 9TD

Property Description:

A mid-terraced house of two storey brick construction surmounted by a pitched tile clad roof set back from the road behind a paved forecourt providing off road car parking, benefitting from UPVC double glazed windows and gas fired central heating and requiring cosmetic improvement.

Wychbold Crescent forms part of an established residential estate and leads off Gressel Lane which in turn leads off The Meadow.

Accommodation:

Ground Floor

Entrance Hall, Lounge opening to Dining Room and Kitchen

First Floor

Stairs and Landing, Bedroom 1 (Double), Bedroom 2 (Double), Bathroom with bath, having shower over, pedestal wash basin, WC

Outside:

Front Paved forecourt providing off road parking

Rear Patio area and lawned garden

Declaration of Interest

(The Estate Agents Act 1979 - Section 21)
The Seller is related to an employee of Cottons.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 6

Leasehold Vacant Possession (2 Bedroom Flat)

*Guide Price: £40,000 - £45,000 (+Fees)

Flat 3, 46 Selborne Road, Handsworth Wood, Birmingham, West Midlands B20 2DW

Property Description:

A two bedroom flat situated on the first floor of a semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a foregarden. The property has been converted to provide 5 self-contained flats. The flat is separately metered and benefits from having UPVC double glazing and gas fired central heating along with modern kitchen and bathroom fittings. The property is offered for sale in a presentable condition. The property is located on Selborne Road which is found of both Church Lane and Handsworth Wood Road the property has up until recently been let producing a rental of £525 pcm (£6,300 per annum)

Accommodation:

Ground Floor

Communal Entrance Hallway, Stairs,

First Floor

Flat 3

Entrance Hallway, Lounge, Kitchen, 2 Bedrooms and Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Front Walled foregarden

Rear Communal garden

Leasehold Information

Term 99 years from 25 March 1982

Rent £25 and additional rent

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 7

Leasehold Vacant Studio Flat *Guide Price: £25,000 - £30,000 (+Fees)

40 Carnegie Avenue, Tipton, West Midlands DY4 8SX

Property Description:

A purpose built ground floor apartment forming part of a modern two storey block set back behind a communal car parking area. The property benefits from UPVC Double Glazing (some requiring new glass) and further benefits from having had a full electrical re-wire and re-plastering works. The entire block is now vacant and the managing agents have installed a new secure entrance door. Carnegie Avenue comprises of a cul-de-sac which leads off Park Lane East.

Accommodation:

Ground Floor Communal Entrance Hall, Stairs and Landing

Ground Floor Flat

Open Plan Bed/Living Room/Kitchen Area (No Fitments), Wash Room with vanity wash basin, Bathroom with panelled bath having electric shower over and WC

Outside:

Communal gardens and car parking area

Leasehold Information

Lease Term: 120 Years from 24 June 1982

Ground Rent & Service Charge: Refer to Legal Pack

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

Viewings: Via Cottons - 0121 2472233



LOT 8

Freehold Vacant Mid-Terraced House *Guide Price: £49,000 - £59,000 (+Fees)

362 Long Lane, Halesowen, West Midlands B62 9LE

Property Description:

A traditional mid-terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, benefitting from UPVC double glazed windows, gas-fired central heating and two bedrooms.

The property directly fronts Long Lane, close to the junction with Green Lane and is located conveniently within a third of a mile to the south of Blackheath Town Centre and approximately two miles to the north of Halesowen Town Centre.

Accommodation:

Ground Floor

Lounge, Inner Hall with store cupboard, Dining Kitchen.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Single), Bathroom with panel bath, pedestal wash basin and wc.

Outside:

Rear: Patio/Yard area with shed and rear garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 9

Freehold High Street Retail Investment

*Guide Price: £110,000 - £120,000 (+Fees)

By Instruction of the Joint LPA Receivers

105 High Street, Brownhills, Walsall, West Midlands WS8 6HL

Property Description:

A end terraced retail shop of traditional two-storey brick construction, surmounted by a pitched tile clad roof and having a substantial two-storey extension to the rear prominently located fronting High Street.

The property is currently let as a Mobile Phone and Accessory Shop with the existing tenant having occupied the premises for the last 17 years and is offered for sale in a presentable condition, having been well maintained by the tenant and benefits from a secure rear yard providing off-road car parking.

High Street serves the surrounding predominantly residential catchment area and Brownhills is located approximately six miles north east of Walsall, a similar distance from Lichfield and approximately one mile from the M6 Toll Motorway (Junction T6).

Tenancy Information:

The property is currently let trading as Phonetalk UK at a rental of £15,000 per annum. The tenant has provided the Receivers with a copy of the draft lease proposing a new 4 year term.

Accommodation:

Ground Floor

Retail Shop: 34.68 sq m (372 sq ft), with aluminium shop front and roller shutter protection, Inner Hall with stairs off, Cloakroom with wc and wash basin, Small Office: 2.32 sq m (25 sq ft), Kitchen: 6.95 sq m (74 sq ft), Rear Office/Store: 20.86 sq m (224 sq ft).

First Floor

Internal stairs and landing, Front Office: 17.26 sq m (185 sq ft), Rear Office: 16.95 sq m (182 sq ft).

Outside:

Rear: Yard and large gravelled parking area with secure gated access.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 10

Leasehold Residential Investment

*Guide Price: £25,000 - £29,000 (+Fees)

Flat 4, 78 Persehouse Street, Chuckery, Walsall, WS1 2AR

Property Description:

A self-contained flat forming part of a traditional style semi-detached house of brick construction surmounted by a replacement tile clad roof. The flat benefits from having UPVC double glazing and electric heating. Persehouse Street is situated off Broadway North and is located within approximately one quarter of a mile distance from Walsall Town Centre. The property is currently let on an Assured Shorthold Tenancy producing a rental of £300 per calendar month (£3,600 per annum).

Accommodation:

Ground Floor

Communal Entrance and Hallway,

First Floor

Lounge/Kitchen/Bedroom and Shower Room with shower cubicle, pedestal wash basin and WC

Outside:

Front Walled foregarden

Rear Garden

Leasehold Information

Term : 99 years from 25th March 2005

Ground Rent : Refer to legal pack

Service Charge : Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 11

Freehold Vacant Possession
 *Guide Price: £85,000 - £89,000 (+Fees)

9 York Avenue, Willenhall, West Midlands WV13 1JJ

Property Description:

A semi-detached property 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 and is offered for sale in a presentable condition. York Avenue is located off Cumberland Road and Durham Avenue

Accommodation:

Ground Floor

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

First Floor

Landing, 3 Bedrooms and Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Front Walled foregarden and driveway allowing for off road parking

Rear Patio area and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 12

Leasehold Vacant Residential (112 years unexpired)
 *Guide Price: £55,000 - £60,000 (+Fees)

Flat 5, 369 Gillott Road, Edgbaston, Birmingham, West Midlands B16 0RP

Property Description:

A one bedroom flat situated on the second floor of a semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a foregarden allowing communal off road parking. The property has been converted to provide five self contained flats. The flat is separately metered and benefits from having UPVC double glazing and gas fired central heating. The property is located on Gillott Road close to the junction with Portland Road the property is also within approximately one miles distance from Birmingham City Centre.

Accommodation:

Ground Floor

Communal Entrance Hallway, Stairs

Second Floor

Flat 5

Entrance Hallway, Lounge/Kitchen, Double Bedroom and Bathroom having corner bath, shower cubicle, wash basin and WC

Outside:

Front Communal foregarden allowing for off road parking

Rear Communal lawned garden

Leasehold Information:

Term 125 years from 1st march 2005

Ground Rent Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 13

Freehold Vacant Mid-Terraced House with Two Bedrooms

*Guide Price: £39,000 - £49,000 (+Fees)

55 High Road, Willenhall, West Midlands WV12 4JR

Property Description:

A mid-terraced property of brick construction, surmounted by a tiled roof. The property benefits from gas fired central heating, double glazed windows and two bedrooms.

High Road contains a wide range of local amenities and services and the property is conveniently within approximately two and a half miles to the north of the M6 Motorway (junction 10).

Accommodation:

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Utility Room.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bathroom with bath, wash basin, wc.

Outside:

Rear: Enclosed yard, pedestrian right of way and lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 14

Freehold Semi-Detached House with Three Bedrooms

*Guide Price: £49,000 - £59,000 (+Fees)

77 Severn Road, Walsall, West Midlands WS3 1NS

Property Description:

A semi-detached house, surmounted by a pitched roof, set back from the road behind a foregarden and driveway and benefitting from well laid out accommodation which includes three bedrooms, gas fired central heating, mostly UPVC double glazed windows and garage, but requiring some cosmetic improvement and modernisation.

Accommodation:

Ground Floor

Porch, Reception Hall, Lounge, Full width Dining Room and Kitchen with a range of fitted units, Rear Entrance Hall/Utility Room, separate toilet with personal door leading to garage.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Shower Room with glazed shower enclosure, pedestal wash basin and wc.

Outside:

Front: Foregarden and driveway leading to garage.

Rear: Patio and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 15
Freehold Vacant Retail Premises with Living Accommodation

*Guide Price: £180,000 - £200,000 (+Fees)

By Instructions of the Joint Administrators of Grange Securities Limited
54 Cape Hill, Smethwick, West Midlands B66 4PB
Property Description:

A prominently located retail premises with living accommodation over and comprising a three-storey, mid-terraced property of traditional brick construction, surmounted by a pitched tile clad roof and located in a parade containing a range of similar shop units.

The property is situated in the heart of the busy Cape Hill Town Centre, enjoying a high level of passing trade and pedestrian foot flow and containing a wide range of local and multiple retailers, serving the surrounding predominantly residential area.

The property is located a quarter of a mile from the Windmill Shopping Park, which includes major retailers Asda, Boots, Carphone Warehouse and, in addition, provides extensive car parking and within half a mile from the Midland Metropolitan Hospital, located on Grove Lane and which is currently under construction.

Accommodation:
Ground Floor

Retail Shop: 55.25 sq m (594 sq ft), with roller shutter front, lobby with wash basin, separate toilet with wc, internal stairs to living accommodation.

First Floor

Lounge, Kitchen including shower recess.

Second Floor

Stairs and Landing, Double Bedroom.

Outside:

Rear: Yard.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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

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

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

**See us at
today's
auction**

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

Call us on 01249 652 939

Email info@dmifinance.com

Or Visit www.dmifinance.com

dmi independent experts
in **property finance**

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

See us on LinkedIn and Twitter



LOT 16

Freehold Retail Shop Investment
*Guide Price: £180,000 - £200,000 (+Fees)

By Instructions of the Joint Administrators of Grange Securities Limited

56 Cape Hill, Smethwick, West Midlands B66 4PB

Property Description:

A prominently located retail premises currently trading as a Beauticians comprising a three-storey, mid-terraced property of traditional brick construction, surmounted by a pitched tile clad roof and located in a parade containing a range of similar shop units.

The property is situated in the heart of the busy Cape Hill Town Centre, enjoying a high level of passing trade and pedestrian foot flow and containing a wide range of local and multiple retailers, serving the surrounding predominantly residential area.

The property is located a quarter of a mile from the Windmill Shopping Park, which includes major retailers Asda, Boots, Carphone Warehouse and, in addition, provides extensive car parking and within half a mile from the Midland Metropolitan Hospital, located on Grove Lane and which is currently under construction.

Tenancy Details:

The property is let on a lease, trading as Anjali's House of Beauty, on a lease for a term of 9 years from 1st December 2010, at a current rent of £22,990 per annum.

Accommodation:

Ground Floor

Retail Shop: 29.82 sq m (321 sq ft), with roller shutter front, Reception Area, Treatment Areas and Store Cupboard, Treatment Room 1: 5.68 sq m (61 sq ft), lobby with toilet having wc and wash basin.

First Floor

Internal stairs to large landing area, Treatment Room 2: 7.21 sq m (77 sq ft), Treatment Room 3: 6.31 sq m (67 sq ft), Kitchen/Staff Room.

Second Floor

Stairs to Store Room: 18.65 sq m (200 sq ft).

Outside:

Rear: Concrete yard.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



Cottons

CHARTERED SURVEYORS

RESIDENTIAL SALES

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

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

0121 247 4747
domalley@cottons.co.uk

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



LOT 17**Freehold Retail Investment with Living Accommodation/Storage**

*Guide Price: £180,000 - £200,000 (+Fees)

By Instructions of the Joint Administrators of Grange Securities Limited**58 Cape Hill, Smethwick, West Midlands B66 4PB****Property Description:**

A prominently located retail premises currently trading as a mini supermarket and takeaway with living accommodation/storage to the upper floors, comprising a three-storey, mid-terraced property of traditional brick construction, surmounted by a pitched tile clad roof and located in a parade containing a range of similar shop units. The property is situated in the heart of the busy Cape Hill Town Centre, enjoying a high level of passing trade and pedestrian foot flow and containing a wide range of local and multiple retailers, serving the surrounding predominantly residential area.

The property is located a quarter of a mile from the Windmill Shopping Park, which includes major retailers Asda, Boots, Carphone Warehouse and, in addition, provides extensive car parking and within half a mile from the Midland Metropolitan Hospital, located on Grove Lane and which is currently under construction.

Tenancy Information:

The property is currently let, trading as Yass International, on a lease for a term of 7 years from 19th February 2010, at a current rental of £18,600 per annum.

Accommodation:**Ground Floor**

Retail Supermarket: 66.38 sq m (714 sq ft), with
Takeaway/Kitchen to rear: 25.09 sq m (270 sq ft).

First Floor

Internal Stairs and Landing to living accommodation, Shower Room with enclosed shower, wash basin and wc, Kitchen, Two Rooms.

Second Floor

Stairs to Room 3

Outside:

Rear: Yard area

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



Residential Lettings LANDLORDS IS YOUR PROPERTY EMPTY???

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

We are able to offer

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

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

Call now for your free market appraisal

0121 247 2299

LOT 18

Freehold Retail/Takeaway Investment with Flat/Living Accommodation

*Guide Price: £180,000 - £200,000 (+Fees)

By Instructions of the Joint Administrators of Grange Securities Limited

60 Cape Hill, Smethwick, West Midlands B66 4PB

Property Description:

A prominently located retail/takeaway premises with a flat/living accommodation to the upper floors known as 60A, comprising a three-storey, mid-terraced property of traditional brick construction, surmounted by a pitched tile clad roof and located in a parade containing a range of similar shop units. The property is situated in the heart of the busy Cape Hill Town Centre, enjoying a high level of passing trade and pedestrian foot flow and containing a wide range of local and multiple retailers, serving the surrounding predominantly residential area. The property is located a quarter of a mile from the Windmill Shopping Park, which includes major retailers Asda, Boots, Carphone Warehouse and, in addition, provides extensive car parking and within half a mile from the Midland Metropolitan Hospital, located on Grove Lane and which is currently under construction.

Planning:

Planning consent was granted by Sandwell Metropolitan Borough Council (Ref. BC/10/52819) dated 11th January 2011 for change of use from A1 (Retail) to A5 (Hot Food Takeaway) for use as a Pizza Shop.

Tenancy Information:

The property is currently let, trading as Dixie Chicken, on a lease for a term of 5 years from 20th January 2016 at a current rental of £15,000 per annum with rent review due on 20th January 2019.

Accommodation

Whilst we have been unable to inspect the accommodation prior to preparing the Auction Catalogue, we refer to information on the Valuation Office Agency (VOA) Website, which states the following:

Ground Floor

Retail Shop/Hot Food Takeaway: 53.28 sq m (573 sq ft), with roller shutter front, Internal Storage: 24.77 sq m (266 sq ft).

Accommodation to First and Second Floors:

Not Inspected. Records on Sandwell Council website state known as 60A Cape Hill and registered for council tax (Band A)

Outside: Rear Yard.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



Want to know a secret?

We arrange Buy-to-Let Mortgages in *auction timescales*

With DMI it's as easy as 1,2,3:

1

Contact us before the auction or on the day with property details

2

We provide a free appraisal of your finance options

3

Bid at auction with confidence, a step ahead of the competition

Get in touch today for a fast response to your requirements

Call us on **01249 652 939**

Email info@dmifinance.com

Or Visit www.dmifinance.com



the auction finance **specialist**

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

See us at today's auction

See us on LinkedIn and Twitter



LOT 19
Freehold Retail Investment with Separate Flat

*Guide Price: £180,000 - £200,000 (+Fees)

By Instructions of the Joint Administrators of Grange Securities Limited
70 & 70A Cape Hill, Smethwick, West Midlands B66 4PB
Property Description:

A prominently located retail premises currently trading as an internet café and mobile phone retailer with a separate flat over, comprising a two storey, mid-terraced property of traditional brick construction, surmounted by a pitched tile clad roof and located in a parade containing a range of similar shop units. The property is situated in the heart of the busy Cape Hill Town Centre, enjoying a high level of passing trade and pedestrian foot flow and containing a wide range of local and multiple retailers, serving the surrounding predominantly residential area. The property is located a quarter of a mile from the Windmill Shopping Park, which includes major retailers Asda, Boots, Carphone Warehouse and, in addition, provides extensive car parking and within half a mile from the Midland Metropolitan Hospital, located on Grove Lane and which is currently under construction.

Tenancy Information:

Retail Shop: Currently let, trading as Fast Telecom & IT Solutions, on a lease for a term of 10 years from 1st April 2009, at a current rent of £13,000 per annum, subject to staged reviews which have not been enforced.

Flat 70A: Let on an Assured Shorthold Tenancy at a rental of £400 p.c.m. (£4,800 per annum)

Total Rental Income: £17,800 per annum

Accommodation:
Ground Floor

Retail Shop/Internet Café: 37.96 sq m (408 sq ft), Rear Hall, Toilet with wc and wash basin, Kitchen: 2.85 sq m (30 sq ft), Rear Office: 9.45 sq m (101 sq ft).

First Floor Flat (70A) Cape Hill.

External door from Cape Hill to private Entrance Hall, Stairs and Landing, Lounge, Kitchen, Shower Room with glazed shower, wc and wash basin, Two Bedrooms.

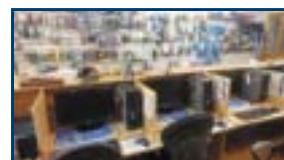
Outside:

Rear yard.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233


--- Legal Documents Online ---


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

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

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

LOT 20

Freehold Retail/Supermarket Investment with Two Flats

*Guide Price: £270,000 - £300,000 (+Fees)

By Instructions of the Joint Administrators of Grange Securities Limited

59 - 61 Cape Hill, Smethwick, West Midlands, B66 4SF



Property Description:

A prominently located retail/supermarket premises with two flats over known as 61A and 61B comprising a three-storey, double fronted mid-terraced property of traditional brick construction, surmounted by a pitched tile clad roof and located in a parade containing a range of similar shop units.

The property is situated in the heart of the busy Cape Hill Town Centre, enjoying a high level of passing trade and pedestrian foot flow and containing a wide range of local and multiple retailers, serving the surrounding predominantly residential area.

The property is located a quarter of a mile from the Windmill Shopping Park, which includes major retailers Asda, Boots, Carphone Warehouse and, in addition, provides extensive car parking and within half a mile from the Midland Metropolitan Hospital, located on Grove Lane and which is currently under construction.

Tenancy Information:

The whole property is currently let, trading as Sams Authentic Food Store, on a lease for a term of 12 years from 22nd March 2010, at a current rental of £30,100, subject to 3 yearly rent reviews.

Accommodation:

Ground Floor

Double width Retail Unit/Supermarket: 79 sq m (851 sq ft), with street canopy and roller shutter front, Rear Entrance Hall, Store Room/Passageway: 5.89 sq m (63 sq ft), Lobby, toilet with wc and wash basin, Store Cupboard: 1.92 sq m (20 sq ft).

Private access directly off Cape Hill, with Entrance Hall, Stairs and Landing with store cupboard

First Floor - Flat 61A:

Three Double Rooms, Bathroom with bath, wash basin and wc, Kitchen.

Second Floor - Flat 61B:

Stairs and Landing, Store Cupboard, Three Double Rooms, Bathroom with bath, wash basin and wc, Kitchen.

Outside:

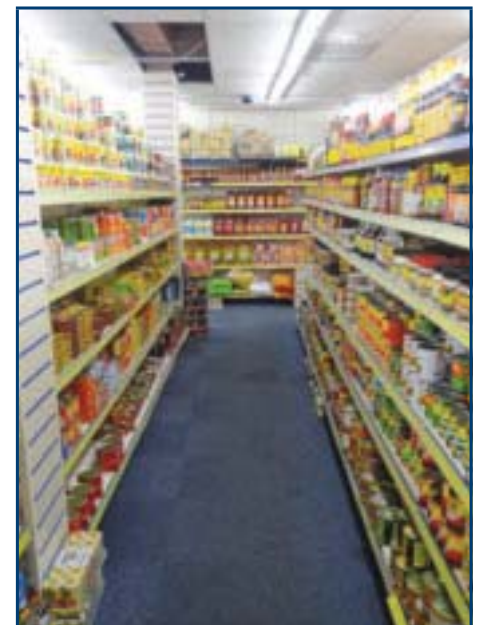
Internal yard area.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 21

Freehold Vacant Possession

*Guide Price: £63,000 - £69,000 (+Fees)

25 Parkfield Crescent, Wolverhampton, West Midlands WV2 2DF

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned and paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing and further off road parking to the rear accessed via Legge Street. The property does however require some modernisation and improvement. Parkfield Crescent is located off Parkfield Road (A4039) which in turn can be found off the Birmingham New Road. The Property is within a miles distance from Wolverhampton City centre.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen/Diner, Inner Hall and WC, Stairs

First Floor

Having 3 Bedrooms and Shower Room with shower cubical, wash basin and WC

Outside:

Front Lawned and paved foregarden allowing for off road parking

Rear Lawned garden and off road parking accessed via double gates located off Legge Street



Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 22

Leasehold Vacant Possession

*Guide Price: £75,000 - £80,000 (+Fees)

Flat 14 The Old Courthouse, 3 Priory Street, Dudley, West Midlands DY1 1EP

Property Description:

A second floor, one bed roomed apartment in The Old Court House Development. The property benefits from electric heating and double glazing.

Priory Street is located in Dudley City Centre with excellent transport links to West Bromwich and Birmingham. The National Motorway Network is accessible at Junction 2 of the M5 Motorway, approximately three miles east of the property.

Accommodation:

Ground Floor

Communal Entrance Hall with high ceilings.

Second Floor

Flat 14: Entrance Hallway, Shower Room, Storage, Kitchen/Lounge, Bedroom with balcony off.

Outside:

Communal gated parking.

Leasehold Information:

Term: 125 years from 1 January 2005

Ground Rent: Refer to Legal Pack

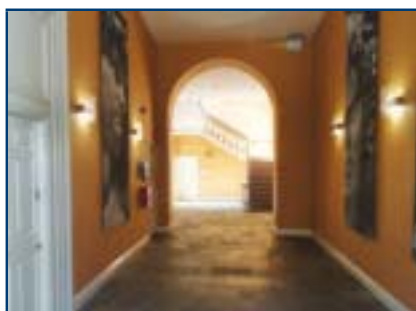
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 23

35 High Street, Kings Heath, Birmingham, West Midlands B14 7BH



Property Description:

An attractive freehold investment opportunity comprising a three storey end terraced commercial premises containing a long established office occupied by a local firm of solicitors along with three self contained apartments. All units are on separate metered services benefiting from mostly UPVC double glazed windows and gas fired central heating and the property underwent significant refurbishment in 2014 converting the redundant office space into three well laid out modern apartments refurbished to a good quality specification; each with a range of attractive kitchen and bathroom fitments.

The property is located to the northern section of Kings Heath High Street prominently located at the junction of Springfield Drive and forms part of the vibrant Kings Heath Town Centre containing a range of retail amenities and services serving the popular and predominantly residential catchment area.

Tenancy Information

Ground Floor: Long established Solicitors Office fully let to Bourne Jaffa Solicitors at a rental of £8,000 per annum

Flat One: Let on an Assured Shorthold Tenancy at a rental of £575 per calendar month (£6,900 per annum)

Flat Two: Currently Vacant and previously let at a rental of £575 per calendar month (£6,900 per annum)

Flat Three: Let on an Assured Shorthold Tenancy at a rental of £675 per calendar month (£8,100 per annum)

Total Current Rental Income: £23,000 per annum

Total Income when fully let: £29,900 per annum

Ground Floor

Communal Entrance Hall with security door entry system and providing access to basement storage.

Solicitors Offices:

Inner Hallway with meter cupboard, Reception Office: 10.77sq.mtrs (115sq.ft), Inner Hall with internal stairs leading off, Office One: 21.68sq.mtrs (233sq.ft), Office Two: 10.47sq.mtrs (112sq.ft), Office Three: 8.22sq.mtrs (88sq.ft), Store Room: 30.43sq.mtrs (327sq.ft), Internal Stairs to:

First Floor

Landing/Corridor, Gents Toilets/Dressing Room with wc, urinal and wash basin, Ladies Toilet/Dressing Room with wc and wash basin, Kitchen: 4.61sq.mtrs (49sq.ft), Office Four: 9.84sq.mtrs (105sq.ft), Office Five: 11.09sq.mtrs (119sq.ft)

Residential Accommodation

First Floor

Flat One: Entrance Hall, Open Plan Lounge/Kitchen with a range of modern fitted kitchen units including

stainless steel oven, hob, cooker hood, integrated fridge/freezer and washing machine, Landing Area with built in cupboard and walk-in cupboard, Double Bedroom, En-suite Shower Room with glazed shower enclosure, vanity wash basin and wc, Communal Stairs and Landing.

Second Floor

Flat Two: Entrance Hall, Open Plan

Lounge/Kitchen with a range of modern fitted kitchen units including stainless steel oven, hob, cooker hood, integrated fridge/freezer and washing machine, Landing Area with built in cupboard and walk-in cupboard, Double Bedroom, En-suite Shower Room with glazed shower enclosure, vanity wash basin and wc, Communal Stairs and Landing.

Outside: Rear Service Yard and car parking area leading off Springfield Drive, Communal Hallway with security entry system.

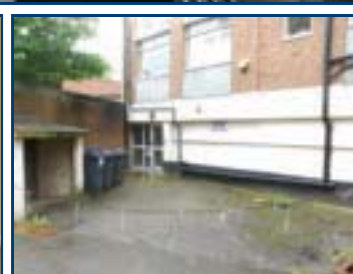
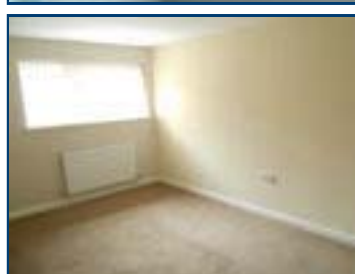
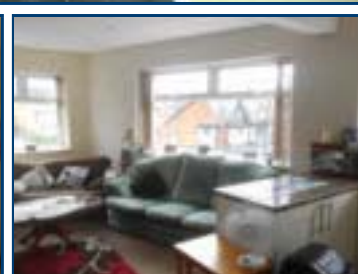
Flat Three: Ground Floor Entrance Hall, Spiral Stairs to Second Floor, Entrance Hall, Living Kitchen with a range of modern fitted units including built in oven, hob, cooker hood, fridge/freezer and washing machine, Bedroom One (small double), Bedroom Two (large double) with walk-in store cupboard, Bathroom with modern suite comprising panelled bath, glazed shower enclosure, vanity wash basin and wc.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233

Freehold High Street Investment Premises inc. Solicitors Offices and 3 Refurbished Flats
*Guide Price: £340,000 - £350,000 (+Fees)



LOT 24

8 - 16 High Street, Erdington, Birmingham, West Midlands B23 6RH



Property Description:

An excellent Investment/Redevelopment opportunity comprising a parade of five Retail Shops with accommodation over, prominently situated fronting the High Street, occupying a rectangular shaped site, extending to a site area of approximately 0.38 acres (0.15 hectares) and including a range of single storey workshop premises to the rear.

The properties are of predominantly three storey traditional brick construction, surmounted by a pitched slate clad roofs. Two retail shops and one flat are currently let and the remainder of the building is vacant, requiring refurbishment and renovation throughout. The property is situated adjacent to a large vacant site containing a former car dealership and a furniture retail store and it is understood this site is earmarked for redevelopment.

Erdington comprises of a residential suburb located approximately three miles to the north of Birmingham City Centre, with a vibrant Town Centre and a densely populated residential catchment area and the properties are located to the northern section of the town centre with High Street (A5127) being the main arterial route linking Sutton Coldfield to Birmingham City Centre and providing a high level of passing trade from both local residents and commuters.

Tenancy Information:

10 High Street (Retail Shop): trading as a Pizza Restaurant and Takeaway, let on a lease expiring in February 2019, at a rental of £12,480 per annum.

14A High Street (Flat): let on an Assured Shorthold Tenancy at a rental of £600 per calendar month (£7,200 per annum, inclusive of bills).

16 High Street (Retail Shop): trading as a Newsagents, holding over at a rental £4,500 per annum.

Accommodation

Various parts of the property have not been inspected by the Auctioneers and we have relied on the accommodation details and dimensions stated on the Valuation Office Agency (VOA) Website.

8 High Street

Ground Floor: Retail Shop, Kitchen.

First Floor: Office, Storage, Staff Toilets.

Second Floor: Two Offices.

Net Internal Area: 143.4 sq.mtrs. (1,543 sq ft)

10 High Street

Ground Floor: Pizza Restaurant and Takeaway, Kitchen/Preparation Room, Rear Preparation Room including Cloakroom and wc.

Net Internal Area: 72.67 sq m (782 sq ft)

Flat 10A High Street

First Floor: Entrance Hall, Stairs and Landing, Lounge, Bedroom One, Kitchen (no fittings), Two Shower Rooms with wc's.

Second Floor: Stairs and Landing, Three Bedrooms.

12 High Street

Ground Floor: Retail Shop, Shop/Office, Middle Office, Rear Office with toilet and wc.

Net Internal Area: 36.87 sq m (396 sq ft)

12B High Street - Ground Floor Flat: Hallway, Bed/ Sitting Room, Kitchen, Shower Room, Cloakroom with wc and wash basin.

Rear Of 12 High Street: Workshop/Store
Net Internal Area: 63.1 sq m (679 sq ft)

12A High Street - First Floor Flat: Entrance Hall, Stairs and Landing, Lounge, Cloakroom with wc and wash basin, Bedroom One.

Second Floor: Stairs and Landing, Three Bedrooms.

14 High Street

Ground Floor: Retail Shop with Kitchen: 52.5 sq m (565 sq ft)

Flat 14A High Street

First Floor: Private Entrance off High Street, Stairs and Landing, Lounge, Kitchen, Bathroom with bath, wash basin and wc.

Second Floor: Stairs and Landing, Three Bedrooms.

16 High Street

Ground Floor: Retail Shop with Storage.

First Floor: Internal Storage

Net Internal Area: 97.8 sq m (1,052 sq ft)

Outside:

Rear: Vehicular access directly off High Street with passageway to rear car parking area, gardens and additional land containing several dilapidated buildings.

Total Site Area: 0.38 Acres (0.15 Hectares)

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

Viewings: Via Cottons - 0121 247 2233




Prominent Freehold Retail Parade of Five Shops with Potential - Part Investment
*Guide Price: £830,000 - £860,000 (+Fees)



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



together.[®]
Common sense lending



Once your bid's successful, we put the hammer down.

Buying successfully at auction is all about what happens in the room. That's why, when you need short-term finance for an auction property, we're right there with you, ready to provide a Decision in Principle in the room, over the phone or online within minutes.

**For a common sense decision,
delivered quickly, call 0161 933 7155.**

togethernessmoney.com/auction-finance

Any property used as security, including your home, may be repossessed if you do not keep up repayments on a mortgage or any other debt secured on it.

LOT 25
Freehold Investment - Five Flats (Gross Income £22,920 per annum)

*Guide Price: £180,000 - £200,000 (+Fees)

8 Castleford Road, Birmingham, West Midlands, B11 3SL

Property Description:

A traditional three-storey, mid-terraced property of brick construction surmounted by a pitched tile clad roof and containing five separate studio flats. The property has been owned by the seller for the last 40 years and has been informally converted many years ago into the existing accommodation.

The property benefits from UPVC double glazed windows, communal gas-fired central heating and each flat has separate electricity supply with coin meters.

Castleford Road forms part of the established Sparkhill residential area and leads directly off Stratford Road (A34) which contains a wide range of retail amenities and services.

Tenant Information:

Each flat is let on an Assured Shorthold Tenancy at the following gross rents, whereby the landlord pays for gas-fired central heating and water rates and the tenant pays for electric and Council Tax:

Flat 1: £400 per calendar month.

Flat 2: £420 per calendar month.

Flat 3: £310 per calendar month.

Flat 4: £420 per calendar month.

Flat 5: £360 per calendar month.

Total Rental Income: £1,910 per calendar month (£22,920 per annum)

Accommodation:
Ground Floor

Reception Hall with store cupboards and rear door to garden.

Flat 1: Separate wc and Shower Room, Bed/Living Room, Dining Kitchen.

Flat 2: Lounge/Bedroom, Kitchen, Shower Room with shower, wash basin and wc.

First Floor

Stairs and Landing

Flat 3: Entrance Hall, Cloakroom with wc and wash basin, Bed/Living Room, Shower and Kitchen.

Flat 4: Entrance Hall, Cloakroom with wc and wash basin, shower with shower and wash basin, Bed/Living Room, Breakfast Kitchen.

Second Floor

Flat 5: Stairs and Landing with Shower, Cloakroom with wc and wash basin, Bed/Living Room and Kitchen.

Outside:

Front: Small foregarden.

Rear: Paved yard and garden with brick store.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 26

Freehold Vacant Possession
*Guide Price: £94,000 - £98,000 (+Fees)

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

Property Description:

A traditional three storey semi detached property of brick construction surmounted by a tiled clad roof and set back from the road behind a walled foregarden. The property benefits from having UPVC double glazed windows, gas fired central heating and three bedrooms. The property occupies a convenient location centrally within Erdington and York Road runs directly between Sutton New Road (A5127) and Summer Road (B4142). The property is less than one quarter of a mile from Erdington High Street and a third of a mile from Erdington Railway Station and approximately one mile from the M6 Motorway (Junction 6)

Accommodation

Ground Floor

Entrance Porch, Entrance Hallway, Front Reception Room, Rear Reception Room, Kitchen

First Floor

Stairs and Landing, 2 Bedrooms and Bathroom having panelled bath, shower cubicle, wash basin and WC, Stairs to

Second Floor

Landing, Bedroom 3

Outside:

Front Walled foregarden

Rear Garden

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

Viewings: Via Cottons – 0121 247 2233



LOT 27

Freehold Ground Rent

*Guide Price: £5,000 - £7,000 (+Fees)

Freehold Ground Rent, IB Springs Avenue, Catshill, Bromsgrove, B61 0NU



Property Description:

A Freehold Ground Rent secured upon a modern semi-detached house, surmounted by a pitched tile clad roof and set back from the road behind a paved foregarden and driveway.

The property forms part of a residential estate and Springs Avenue leads off Wildmoor Lane which, in turn leads off Stourbridge Road (B409), approximately two miles to the north of Bromsgrove Town Centre.

Leasehold Information:

The property is subject to a long lease for a term of 99 years from 29th September 1964 (approximately 46 years unexpired), at a Ground Rent of £30 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

Birmingham Investors

Increase your knowledge and skills in property investing!

The Property Investors Network has 51 monthly meetings nationwide for new and experienced investors who want to:

- Meet and network with fellow investors
- Share strategies, knowledge and experiences
- Meet with brokers, suppliers and tradespeople



Come and join us at 7pm each month:

1st Wednesday – Worcester (Pear tree Inn)

1st Thursday – Birmingham Central - (Novotel, Broad St)

2nd Tuesday – Coventry (Village Hotel)

3rd Thursday – Birmingham (NEC Crowne Plaza)

4th Wednesday – Black Country (Village Hotel)

Attend complimentary as our guest, using voucher code "cottons" when booking (first meeting only, usually £10). Book 72 hours in advance to be entered into the monthly prize draw!

Full details at: www.pinmeeting.co.uk & scroll down for your local meeting.



LOT 28

Freehold Vacant Possession (3 Bedroom Barn Conversion)

*Guide Price: £142,000 - £152,000 (+Fees)

Elders Barn, Chestnut Drive, Burton-on-Trent, Staffordshire DE13 0UA

Property Description:

A three bedroom mid-terraced barn conversion forming part of the Chestnut Farm Development that was re-constructed in 2009. Chestnut Drive is a private road located off Horninglow Road North (A511). The property benefits from having UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings, 3 bedrooms with the master bedroom having an en-suite shower room. The property does however require minor cosmetic work

Accommodation:

Ground Floor

Entrance Hallway, Lounge/Dining Room, Kitchen, WC, Stairs

First Floor

Bedroom 1 with en-suite shower room having shower cubicle, wash basin and WC, Bedroom 2 and Bedroom 3, Family Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Front Paved forecourt with allocated parking

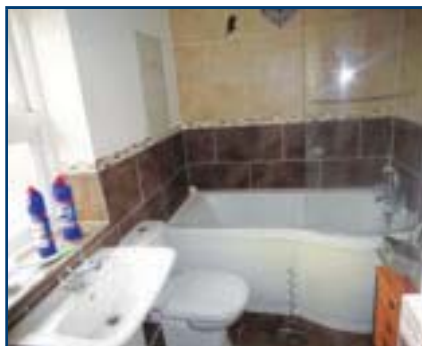
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 29

Freehold Land (1.8 Acres)

*Guide Price: £7,000 - £9,000 (+Fees)

Land, Rear Of 65 - 97 Ivy House Road, Oldbury, West Midlands B69 1HJ

Property Description:

A parcel of land comprising of a sloping irregular shaped unfenced site of about 1.8 acres (0.73 Hectares) lying North to the rear of no's 65 to 97 Ivy House Road. The site is part of a large area of public open space which is bounded by housing to the South.

The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre.

The land is to the South of Bury Hill Park, approached across open land from Portway Hill, Kennford Close or Wadham Close

Planning

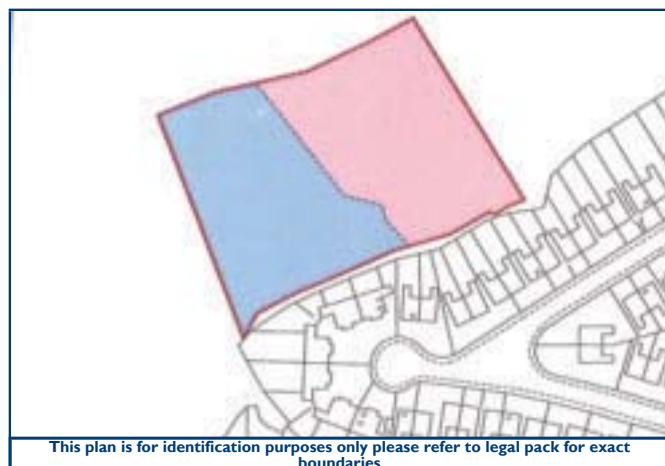
The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



This plan is for identification purposes only please refer to legal pack for exact boundaries

LOT 30

Freehold Detached House with Vacant Possession *Guide Price: £170,000 - £185,000 (+Fees)

48 Beech Tree Road, Walsall Wood, Walsall, West Midlands, WS9 9LW



Property Description:

A substantial two storey detached house with character and original features, suitable either for occupation as a larger-style family home or perhaps for conversion to form a series of self-contained flats, subject to establishing feasibility and obtaining statutory consents.

The property is located in an established residential area, approximately 3 miles north east of Walsall Town Centre, within easy reach of local shopping, education and public transport facilities.

The property is of traditional brickwork construction with a pitched clay tiled roof. The kitchen has recently been refitted with contemporary units, to include built-in appliances and both of the bathrooms are fitted with modern white suites. The property benefits from gas fired central heating and part of the accommodation has UPVC sealed double glazed windows.

Although the property has undergone some refurbishment and modernisation in recent times, there remains scope to carry out further improvements

There are gardens to the side and rear of the house and there is a useful off road car parking area to the front of the property

Ground Floor

Entrance Hall, 2 Reception Rooms, Breakfast Kitchen, Bathroom/Toilet and Conservatory

First Floor

Landing, 3 Double Bedrooms and Bathroom/Toilet

Outside:

Gardens and car parking spaces

Development Potential

The Seller has conceived of plans to convert the property to form 3 self-contained residential units, subject to obtaining statutory consents. Although not consented, these plans will be included for information purposes within the legal pack

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



LOT 31
Freehold Vacant Public House with Potential

*Guide Price: £400,000 - PLUS (+Fees)

By Instructions of the Joint Administrators of Grange Securities Limited
The Pump Tavern, 236 Soho Road, Birmingham, West Midlands, B21 9LR

Property Description:

A substantial Public House prominently situated fronting the busy Soho Road (A41) and comprising of a mid-terraced, two-storey brick built property, surmounted by a pitched tile clad roof, occupying a sizeable plot which extends to approximately 0.24 acres and includes large rear beer garden with separate ancillary accommodation.

The property is located in the heart of the Soho Road Shopping Centre which contains a wide range of retail shops and services, serving the densely populated surrounding residential catchment area and benefits from a high level of passing trade and pedestrian foot flow.

Planning:

The property is long established as a Public House and may provide potential for alternate use, subject to appropriate planning consents and all interested parties should discuss any proposals which they may have for the property with the local planning department at Birmingham City Council, prior to bidding.

Accommodation:
Ground Floor

Central Bar: 75.57 sq m (813 sq ft), with three wrap around rooms, including the Main Bar Area. Pool Room: 22.32 sq m (240 sq ft), Lounge: 50.13 sq m (539 sq ft), Ladies and Gents Toilets, Office: 7.76 sq m (83 sq ft), Cellar Access, Two Rooms: 96.23 sq m (1,035 sq ft), Room 3: Not Inspected.

First Floor

Function Room Accommodation with Stairs and Landing, Toilet, Function Room with ancillary Bar: 57.43 sq m (618 sq ft).

Residential Accommodation:

Separate Entrance Hall access directly from Soho Road, Private Reception Hall, Lounge, Kitchen.

First Floor

Stairs and Landing, Five Double Bedrooms, Bathroom with bath, wash basin and wc.

Outside:

Front: Paved forecourt.

Rear: Gated passageway to Beer Garden, comprising paved yard and Beer Garden area, free-standing single-storey building: 44.52 sq m (479 sq ft) with Kitchen and Store/Preparation Room.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 32

Freehold Vacant Two Bedroom Bungalow

*Guide Price: £59,000 - £69,000 (+Fees)

59 Friesland Drive, Wolverhampton, West Midlands WV1 2AE

Property Description:

A semi-detached bungalow of brick construction, surmounted by a pitched tile clad roof, having been well maintained and benefitting from double glazed windows, gas fired central heating, two bedrooms, ample off-road car parking and garage.

Friesland Drive forms part of an established residential area and leads directly off Deans Road which, in turn, leads directly off Wolverhampton Road (A4124), and the property is conveniently within half a mile from New Cross Hospital and one mile to the east of Wolverhampton City Centre.

Accommodation:

Ground Floor

Entrance Hall, Bedroom One (Double) with fitted wardrobes, Bedroom Two (Single) with fitted wardrobes, Bathroom with corner suite having panel bath with electric shower over, vanity wash basin and wc, Lounge/Dining Room, Kitchen.

Outside:

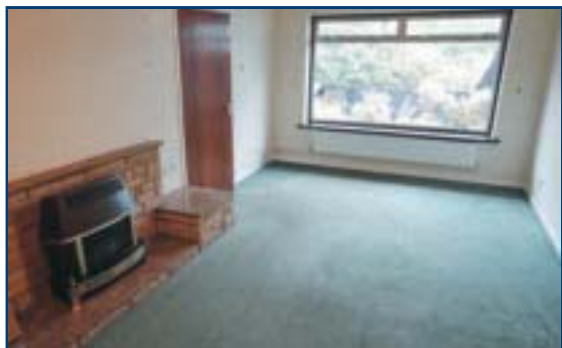
Front: Neatly maintained lawned foregarden and block paved driveway, providing off road car parking extending to the side of the property and leading to a brick built, free-standing garage.

Rear: Secure gated access to paved patio, terraced garden and rear yard with shed.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 33

Freehold Vacant Mid-Terraced House

*Guide Price: £55,000 - £60,000 (+Fees)

4 The Grove, St. Silas Square, Lozells, Birmingham, West Midlands B19 1QP

Property Description:

A traditional two-storey, mid-terraced house of brick construction, surmounted by pitched tile clad roof, set back behind a foregarden and forming part of a terrace of seven dwellings, accessed by way of a pedestrian walkway leading directly off St Silas Square.

St Silas Square leads off Church Street which, in turn, leads off Lozells Road (B4144) providing access to a wide range of local retail services and amenities.

The property benefits from part UPVC double glazed windows and requires complete modernisation and improvement throughout.

Accommodation

Ground Floor

Front Reception Room, Rear Reception Room with Cellar access, Kitchen.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double) intercommunicating with Bathroom, having bath, pedestal wash basin and wc.

Outside:

Front: Foregarden.

Rear: Yard and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 34
Freehold Vacant Semi-Detached House with Two Bedrooms

*Guide Price: £45,000 - £50,000 (+Fees)

22 Parkhead Road, Dudley, West Midlands DY2 8XN
Property Description:

A two-storey, semi-detached house having rendered elevations and surmounted by a hipped, slate clad roof benefitting from part gas-fired central heating, part UPVC double glazed windows, two double bedrooms and occupying a generous plot including off-road car parking.

The property requires extensive repair and complete renovation throughout.

Parkhead Road forms part of an established residential area and leads off Aston Road which, in turn, leads off Stourbridge Road (A4101) and the property is conveniently within ¾ of a mile to the west of Dudley Town Centre.

Ground Floor

Entrance Hall, Front Reception Room, Pantry, Dining Room, Kitchen, Rear Entrance Hall, Brick Store and wc.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bathroom with panel bath, pedestal wash basin wc.

Outside:

Front: Lawned foregarden, extending to a side garden.

Rear: Partly lawned garden with driveway, providing off-road parking.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233


LOT 35
Leasehold Vacant Possession

*Guide Price: £110,000 - £120,00 (+Fees)

73 Kings Road, Sutton Coldfield, West Midlands B73 5AD
Property Description:

A three bedroom traditional semi-detached property of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a walled foregarden and driveway giving access to garage and allowing for off road parking. The property benefits from having UPVC double glazing however does require some modernisation and improvement. The property is located on a service road off Kings Road close to the junction with Elizabeth Road, the property is also within approximately 200 meters from the Junction with Chester Road North

Accommodation:
Ground Floor

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

First Floor

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

Outside:

Front Walled foregarden and driveway giving access to garage and allowing for off road parking

Rear Lawned garden

Leasehold Information

Term: 99 years from 25th March 1938

Rent: £6 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 36

Leasehold Vacant Possession
*Guide Price: £50,000 - £55,000 (+Fees)

Flat 2 Cranmer Court, 50 Queen Street, Walsall Wood, Walsall, West Midlands WS9 9LJ

Property Description:

A one bedroom first floor flat located in a purpose built block of brick construction surmounted by a tiled roof and set back from the road behind a block paved foregarden allowing for off road parking. The property offers well laid out accommodation, UPVC double glazing and electric heating. Queen Street is located off Boatman's Lane which in turn is found off Walsall Road (A461)

Accommodation:

Ground Floor

Private Entrance, Hallway and Stairs

First Floor

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

Outside:

Front Block paved foregarden allowing for off road parking

Rear Communal block paved garden

Leasehold Information

Term 99 Years From 25 March 1991

Rent £50 rising to £150

Service Charge Refer to Legal Pack

Legal Documents: Available at

www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 37

Leasehold Vacant One Bedroom Flat
*Guide Price: £45,000 PLUS (+Fees)

By Instruction of the Joint LPA Receivers

Flat 1A Coton Green Precinct, Fontenaye Road, Tamworth, Staffordshire B79 8JT

Property Description:

A well laid out one bedroomed flat, situated on the first floor above a Co-Operative supermarket in a parade of retail shops and having the benefit of gas fired central heating and UPVC double glazed windows but requiring some cosmetic improvement.

The property is accessed by way of a communal stairwell and roof top forecourt and forms part of the Coton Green residential Estate, located off Coton Lane which, in turn, leads off Comberford Road (A513). Tamworth Town Centre is conveniently within approximately one and a half miles to the west.

Accommodation

Shared stair access to first floor forecourt.

First Floor

Shared Entrance Hall, Entrance Hall, Lounge, Bedroom, Kitchen, with range of fitted units, Bathroom with panel bath, having shower over, pedestal wash basin and wc.

Outside:

Shared roof top yard/forecourt and communal parking.

Leasehold Information:

Term: 99 years from 24th June 1979

Ground Rent: £100 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 38
Freehold Vacant City Centre Public House with Potential

*Guide Price: £180,000 - £195,000 (+ 20% VAT) (+Fees)

The White Hart Public House, 66 Worcester Street, Wolverhampton, WV2 4LQ

Property Description:

An attractive and prominently located City Centre Public House of two-storey brick construction, surmounted by a pitched tile clad roof, occupying a corner position at the junction of Worcester Street and Pitt Street, within the A4150 Ring Road on the south west fringe of Wolverhampton City Centre.

The property is situated within close proximity to Market Square and to the main retail area and is located directly opposite a public car park providing valuable amenity.

The property was constructed in 1923 to an aesthetically pleasing design, including Dutch gables and stone mullion windows and provides well laid out accommodation with bar and ancillary accommodation to the ground floor and generous living accommodation to first floor.

Planning

The property is duly established as a public house. It may be suitable for a variety of alternate uses and all interested parties should consult with the planning department at Wolverhampton City Council, prior to bidding, to discuss any proposals for the property.

Alcohol Licence:

The current Licence provides opening hours Monday to Saturday 10am to 5:30am, Sunday 10am to 5:00am. All interested parties should contact the Licensing Officer at Wolverhampton City Council for confirmation of the current Licence.

Accommodation:
Ground Floor

Entrance Hall, Large Rectangular Bar with stage, DJ Booth and open plan seating area, Private seating room, Ladies and Gents Toilets, Wash Room, Kitchen/Office, Dressing Room with Toilet, Cellar comprising two rooms.

First Floor

Living Accommodation/Flat, Private access from Pitt Street to Entrance Hall, Stairs and Landing, Kitchen, Bathroom with bath and wash basin, separate wc, Store Room, Three Double Bedrooms, Lounge, First Floor Balcony

Outside:

Paved Beer Garden, Brick Stores and covered yard area.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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



LOT 39

Freehold Vacant Residential (New Build Five Bedroom Property)

*Guide Price: £240,000 - £260,000 (+Fees)

41 Linwood Road, Handsworth, Birmingham, West Midlands, B21 9JG



Property Description:

A new build, three storey, five bedroom property of brick construction, surmounted by a tiled roof, set back from the road behind a walled foregarden.

The property benefits from having UPVC double glazing, gas fired central heating, five bedrooms, one bathroom, two shower rooms and modern kitchen and bathroom fittings.

Linwood Road is located off both Albert Road and Soho Road (A41) which provides a wide range of shops and amenities.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Large Kitchen/Breakfast Room, Inner Hallway, Sitting Room and Shower Room, having shower cubicle, wash basin and WC

First Floor

Stairs and Landing, Three Bedrooms and Bathroom having panel bath, wash basin and wc.

Second Floor

Stairs, Landing/Study Area, Bedrooms Four and Five and Shower Room, having shower cubicle, wash basin and wc.

Outside:

Front: Walled foregarden.

Rear: Patio and Lawned garden.

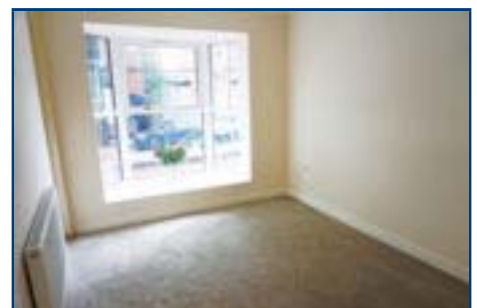
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Please Note: Additional photos and floor plans are available online www.cottons.co.uk



LOT 40**Freehold Vacant Possession (Four Bedroom Detached Bungalow)**

*Guide Price: £76,000 - £82,000 (+Fees)

9 Tanfield Road, Dudley, West Midlands, DY2 8XE**Property Description:**

A four bedroom detached bungalow of brick construction surmounted by a tile clad roof and set back from the road behind a block paved driveway allowing for off road parking for numerous vehicles. The property benefits from having UPVC double glazing and majority gas fired central heating. The property does require some modernisation and improvement. Tanfield Road is located off Blower's Green Road and the property itself is approximately within a mile and a half from Dudley Town Centre.

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

Via Cottons - 0121 247 2233

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

Entrance Porch, Entrance Hallway, Kitchen, Dining Room, Lounge, 2 Bedrooms, Bathroom having panelled bath, wash basin and WC, Stairs

First Floor

Landing, 2 Bedrooms and Store

**Outside:**

Front Block paved forgarden allowing for off road parking for numerous vehicles

Rear Lawned garden



LOT 41

Ferndale, Charles Street, Willenhall, West Midlands WV13 1HG



Property Description:

A substantial office premises created by the merging of four traditional semi-detached houses to provide offices and including a rear workshop premises, amenity areas and ample car parking. The properties are of predominantly two-storey brick construction, surmounted by pitched tile clad roofs with a brick façade which was added to the front elevation when the office accommodation was formed.

The property directly fronts Charles Street which runs between Stringes Lane and Clarke's Lane (A462) and is conveniently within one and a half miles from M6 Motorway (junction 10) and approximately three miles to the west of Wolverhampton City Centre.

Planning:

Planning Approval was granted by Walsall Council (Ref:17/0635) and dated 17th July 2017 for change of use from Class B1(A) Office to Class C3 (Dwellings) and for conversion of the building to ten apartments, each with parking.

In addition, vehicular access will be available to the rear of the site and may provide scope for further conversion of the rear workshop building (subject to planning).

Accommodation

Ground Floor

Reception Area, 14 offices with ancillary hallway/corridors and toilet accommodation.

First Floor

Stairs and Landing, 13 Offices, some open plan with

ancillary landing, toilet and kitchen accommodation.

Net Internal Area:

Ground Floor: 177.81sq.mtrs. (1,914sq.ft.)

First Floor: 174.65sq.mtrs. (1,880sq.ft.)

Outside:

Full width grass foregarden with car park for 10 cars. Rear yard/parking area and a private lawned garden.

Dilapidated Workshop Building: 110 sq.mtrs (1,185 sq.ft)

Total Site Area: 0.33 acres (0.13 hectares)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Freehold Vacant Office Premises/Residential Redevelopment Opportunity
*Guide Price: £280,000 - £300,000 (+ 20% VAT) (+Fees)



Cottons

CHARTERED SURVEYORS

**SELL OR LET YOUR
COMMERCIAL PROPERTY
WITH
Cottons Chartered Surveyors
Commercial Property Department**
Established since 1924

We specialise in the commercial letting and sale of:

**Shops
Offices**

**Industrial Premises and
Land**

Throughout the Midlands and beyond



**For a FREE no obligation Property
Appraisal, please contact one of our
Commercial Property Valuers
on 0121 247 2233 or commercial@cottons.co.uk**

LOT 42
Freehold Vacant Mid-Terraced House

*Guide Price: £49,000 - £59,000 (+Fees)

23 Millington Road, Wolverhampton, West Midlands, WV10 9ND

Property Description:

A mid-terraced house of two-storey brick construction, surmounted by a pitched slate clad roof, set back from the road behind a concrete driveway which provides off-road car parking.

The property provides well laid out presentable accommodation, benefitting from UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and well maintained rear garden.

Millington Road leads off Guy Avenue which leads via Park Lane off Cannock Road (A460) and the property is situated approximately one and a half miles to the north of Wolverhampton City Centre.

Accommodation:
Ground Floor

Porch, Entrance Hall, Lounge, Kitchen with extensive range of modern fitted wooden fronted units, incorporating stainless steel oven, hob, cooker hood and fridge, walk-in store cupboard and rear Entrance Hall/Utility, Toilet with wc.

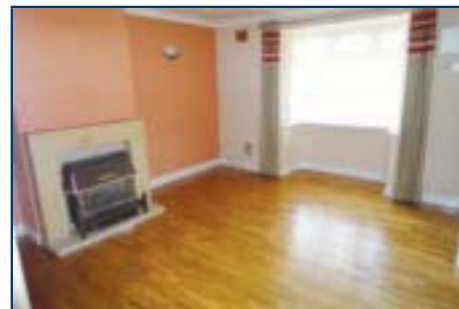

First Floor

Stairs and Landing, Bedroom One (Double) with walk-in cupboard, Bedroom Two (Double), Shower Room with modern suite having glazed shower cubicle, vanity wash basin and wc.

Outside:

Front: Concrete driveway providing off-road parking.

Rear: Paved patio with partly lawned, partly paved garden with shed and greenhouse.


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 43

Freehold Vacant End Terraced House

*Guide Price: £49,000 - £59,000 (+Fees)

25 Millington Road, Wolverhampton, West Midlands, WV10 9ND



Property Description:

An end terraced house of two-storey brick construction, surmounted by a hipped slate clad roof, set back from the road behind a concrete driveway which provides off road car parking.

The property provides well laid out accommodation and is offered for sale in a presentable, well maintained condition which benefits from gas fired central heating, UPVC double glazed windows, modern kitchen and bathroom fittings and well maintained rear garden.

Millington Road leads off Guy Avenue which leads via Park Lane off Cannock Road (A460) and the property is situated approximately one and a half miles to the north of Wolverhampton City Centre.

Accommodation:

Ground Floor

UPVC Porch, Entrance Hall, Lounge, Kitchen with extensive range of wooden fronted units and modern worktops with stainless steel built-in oven, hob and cooker hood and integrated fridge freezer.



Walk-in Store Cupboard, Rear Entrance Hall/Porch, Toilet with wc.

First Floor

Stairs and Landing, Bedroom One (Double) with walk-in cupboard, Bedroom Two (Double), Bathroom with modern suite comprising panel bath, having shower over, pedestal wash basin and wc.

Outside:

Front: Concrete driveway providing off-road car parking, wooden lean-to outbuilding/passageway to rear.

Rear: Paved patio and partly lawned garden with hardstanding and substantial sheds to rear.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 44**Freehold Residential Investment (Two Modern Self Contained Flats)**

*Guide Price: £165,000 - £180,000 (+Fees)

502-502A Gospel Lane, Solihull, Birmingham, West Midlands B27 7AP**Property Description:**

A detached building of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a gravelled foregarden providing off road parking. The property was built approximately six years ago and provides two separate self-contained flats to the ground and first floor, both flats benefit from having UPVC double glazing and gas fired central heating and both are separately metered. The property is located on the junction of both Gospel Lane and Langley Hall Road. Both flats are currently let producing a total rental of £10,500 per annum, a Schedule of Tenancies are detailed below

Schedule of Tenancies**Ground Floor Flat**

Let on an Assured Shorthold Tenancy producing a rental of £460 pcm (£5,520 per annum)

First Floor Flat

Let on an Assured Shorthold Tenancy producing a rental of £440 pcm (£5,280 per annum)

Total Rental : £10,800 per annum

Accommodation:**Ground Floor Flat**

Side Entrance, Hallway, Lounge/Kitchen, Bedroom and Shower Room with shower cubicle, wash basin and WC

First Floor Flat

Entrance Hallway, Stairs, Landing, Lounge/Kitchen, Bedroom and Shower Room with shower cubicle, wash basin and WC

Outside:

Front Gravelled foregarden providing off road parking

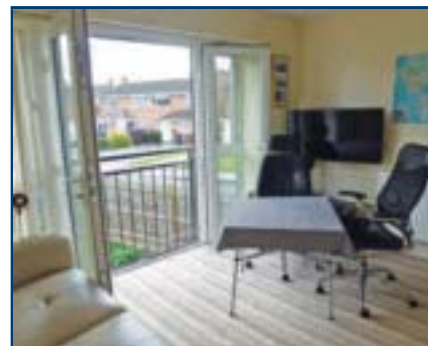
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


Cottons
 CHARTERED SURVEYORS
PROXY & TELEPHONE BIDDING

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

Please contact the Auction Team on
 0121 247 2233

For further details and Terms & Conditions

LOT 45

Freehold Vacant Three Bedroom End Terraced House

*Guide Price: £60,000 - £66,000 (+Fees)

21 Crawford Avenue, Wolverhampton, West Midlands WV4 6PL

Property Description:

An end terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, benefitting from gas fired central heating and three bedrooms, but requiring some modernisation and improvement throughout.

The property forms part of an established residential area and Crawford Avenue leads directly off Hill Avenue which, in turn, leads off Birmingham New Road (A4123), providing direct access to Wolverhampton City Centre, being approximately two miles to the north.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Dining Kitchen, Rear Entrance Hall, Separate wc.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Bathroom with panel bath, having electric shower over, pedestal wash basin and wc.

Outside:

Front: Lawned foregarden, pedestrian side access to the rear.

Rear: Lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 46

Freehold Investment (3 Double Bedrooms)

*Guide Price: £66,000 - £72,000 (+Fees)

268 Oxhill Road, Birmingham, West Midlands B21 8EU

Property Description:

A three bedroom three storey end-terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property benefits from having 3 double bedrooms, UPVC double glazing and gas fired central heating. The property is located on Oxhill Road (A4040) and situated close to the junction with Avenue Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £530 pcm (£6,360 per annum)

Accommodation:

Ground Floor

Lounge, Inner Lobby, Dining Room, Kitchen,

Rear Lobby and Bathroom having panelled bath, wash basin and WC, Stairs

First Floor

Bedrooms 1 and 2, Stairs,

Second Floor

Bedroom 3

Outside:

Front Paved foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 47
Long Leasehold Retail Investment
 *Guide Price: £70,000 - £77,000 (+Fees)

By Instruction of the Joint LPA Receivers
12 Horton Square, Highgate, Birmingham, West Midlands B12 0YR
Property Description:

A ground floor retail unit trading as a hair and beauty salon, located in a three-storey parade of retail shops with residential flat accommodation over, forming part of the busy Highgate Shopping Centre which contains a wide range of retail amenities and is located directly off Belgrave Middleway (4540), close to the junction with Birmingham Central Mosque.

Tenancy Information:

Trading as Damas Hair and Beauty and Let on a full repairing and insuring lease for a term of 15 years from 24 October 2013 until 23 October 2028 at a current rent of £9,000 per annum, subject to 5 yearly rent reviews. The lease has been registered and details are contained in the Land Registry title documents.

Accommodation:

The property has been internally inspected by the auctioneers. Records contained on the Valuation Office Agency (VOA) Website detail the following:

Ground Floor

Retail Shop: 52.15 sq ft (561 sq ft),



Staff Toilets, Internal Storage: 28.64 sq m (308 sq ft).

Note: All interested parties should make their own enquiries in relation to the accommodation prior to bidding. It is unlikely that access arrangements will be available for viewings/surveys/valuations either before of after the Auction Sale and all interested parties bid for the property on this basis.

Leasehold Information:

Lease Term: 75 years from 29th September 1980.

Ground Rent: Currently £50 per annum, rising in 2030 to £100 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Cottons
 CHARTERED SURVEYORS

MAILING LIST

We are currently updating our mailing list so,
if you require a catalogue for our next auction on

THURSDAY 7th DECEMBER 2017

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.

LOT 48

Freehold Residential Investment (3 Bedroom House with Garage)

*Guide Price: £98,000 - £108,000 (+Fees)

10 Walnut Close, Birmingham, West Midlands B37 7PU

Property Description:

An end terraced property surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing, gas fired central heating, conservatory and modern kitchen and bathroom fittings. The property further benefits from having a double garage to the rear providing secure off road parking. Walnut Close is located off Berwicks Lane which in turn is found off Moorend Avenue. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £575 pcm (£6,900 per annum)

Accommodation

Ground Floor

Entrance Hallway, Lounge, Kitchen/Diner, Conservatory, Stairs

First Floor

Landing, 3 Bedrooms, Bathroom with panelled bath, wash basin, Separate WC

Outside:

Front Fenced and lawned foregarden

Rear Lawned garden and double garage providing off road parking

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 49

Freehold Vacant Terraced House with 3 Bedrooms

*Guide Price: £65,000 - £70,000 (+Fees)

148 Alfred Road, Handsworth, Birmingham, West Midlands B21 9NQ

Property Description:

A traditional mid-terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, benefitting from UPVC double glazed windows, gas-fired central heating and three bedrooms.

The property is located on a pedestrian walkway off Alfred Road which forms part of an established residential area, conveniently located directly off both Rookery Road (A4040) and Soho Road (A41), the latter providing direct access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Living Room, Dining Room, Kitchen, Bathroom with bath, wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single).

Outside:

Front: Small walled foregarden.

Rear: Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 50
Freehold Vacant Mid Terraced Property with Garage

*Guide Price: £110,000 - £120,000 (+Fees)

By Instruction of the Trustees in Bankruptcy
52 Grosvenor Road, Handsworth, Birmingham, West Midlands, B20 3NH

Property Description:

A substantial mid-terraced house of two-storey brick construction, surmounted by a pitched tile clad roof. The property has been substantially extended to the rear and the accommodation has been informally arranged to provide five bed-sit flats and a small office.

The property is set back behind a paved foregarden and benefits from mostly UPVC double glazed windows and a rear yard with free-standing garage and vehicular right of way, leading off Westminster Road.

The property forms part of an established residential area and is conveniently situated within approximately half a mile from Perry Barr Shopping Centre Perry Barr Railway Station and the One-Stop Shopping Centre.

Planning:

Prior to bidding all interested parties should make their own enquiries with the Planning Department at Birmingham City Council, to satisfy themselves that both the current use of the property and the various extension works, have been undertaken with appropriate planning consent/approval.

Accommodation:
Ground Floor

Reception Hall, Front Reception Room/Office with Store.

Flat 1: Lobby, Bedroom, Shower Room with wc, Living Kitchen.

Flat 2: Shower Room with wc, Bedroom, Store, Inner Hall, Lounge, Cloakroom with wc, Living Kitchen.

First Floor

Stairs and Landing

Flat 3: Entrance Hall, Bedroom, Living Kitchen, Shower Room with wc.

Flat 4: Bed Sitting Room, Kitchen, Shower Room with wc.

Flat 5: Entrance Hall, Living Kitchen, Shower Room with wc, Bedroom.

Outside:

Front: Paved forecourt, pedestrian side access to rear yard.

Rear: Tarmacadamed garden/yard area with free-standing garage providing off road parking, accessed via a vehicular right of way off Westminster Road.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 51

Freehold Four Bedroom Townhouse - Subject to the Tenancy

*Guide Price: £75,000 - £80,000 (+Fees)

By Instruction of the Joint Fixed Charge Receivers

18 Uxbridge Street, Birmingham, West Midlands B19 3XH

Property Description:

A two-storey mid-terraced townhouse, set back behind a foregarden and having four bedrooms.

Uxbridge Street forms part of a residential area and is located between Hospital Street and Great Hampton Row and the property is conveniently situated within a third of a mile to the east of the Jewellery Quarter and approximately three quarters of a mile to the north of Birmingham City Centre.

Accommodation:

At the time of preparing the Auction Catalogue, we have been unable to obtain access to the accommodation and we have referred to the website, Rightmove.co.uk, which contains several entries for the subject property when previously advertised for both sale and to let and the accommodation details below are taken from a set of sale particulars dated 12th January 2006. This information is provided for guidance only and can not be guaranteed.

Ground Floor

Porch, Lobby, Toilet with wc, Reception Hall, Reception Room One, Reception Room Two, Kitchen.

First Floor

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

Outside:

Front: Foregarden.

Rear: Garden

Note: We understand that the property was last used as an informal house in multiple occupation, using both Reception Rooms to create six bedrooms in total. We understand that several occupants reside at the property but are unable to confirm any tenancy details. The property is being sold by the Joint Fixed Charge Receivers on behalf of the Mortgagees who have appointed Receivers to dispose of the property and recover their outstanding charge. The Receivers are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied, nor can they provide confirmation of any tenancies that may or may not be in place.

All interested parties should make their own enquiries prior to bidding. It is unlikely that access arrangements will be available for viewings/surveys/valuations either before or after the Auction Sale and all interested parties bid for the property on this basis.



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 52

Freehold Vacant End Terraced House with Garage

*Guide Price: £50,000 - £57,000 (+Fees)

73 McKean Road, Oldbury, West Midlands B69 4AU

Property Description:

A traditional end terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, situated at the junction with Century Road, which provides access to a rear parking space and brick built garage. The property benefits from two double bedrooms and is in need of refurbishment and modernisation throughout.

McKean Road forms part of an established residential area, conveniently located within less than one quarter of a mile from Oldbury Town Centre and within approximately one mile south of West Bromwich Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Reception Hall,

Front Reception Room, Rear Reception Room, Kitchen with pantry cupboard, separate wc.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bathroom with bath, wash basin and wc.

Outside:

Front: Foregarden and side garden set behind mature privet hedge.

Rear: Yard and garden with integral store and free-standing brick/block built garage with parking space accessed from Century Road.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



IMPORTANT NOTICE RELATING TO FEES / COSTS / CHARGES PAYABLE BY THE BUYER IN ADDITION TO THE PURCHASE PRICE

AUCTION ADMINISTRATION FEE

All buyers will be required to pay an Auction Administration Fee of £850 (Inclusive of VAT) payable on each Lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, in which case the fee will be £250 (Inclusive of VAT).

ADDITIONAL FEES / COSTS / CHARGES

Additional Fees / Costs / Charges **MAY** be payable by the buyer in addition to the purchase price. These **MAY** include sellers search costs/disbursements, reimbursement of sellers solicitors & auctioneers costs, outstanding service charge, ground rent payments, rent arrears / apportionment of rent, Value Added Tax (VAT), Stamp Duty, etc. and all prospective purchasers are advised to inspect the Legal Documents including the Sale Contract / Special Conditions and seek their own independent legal advice as to the full cost of purchasing a specific property.

It is assumed all bidders have inspected the Legal Packs available on our website and in the Auction Room prior to bidding and are fully aware of all terms and conditions including any Fees / Costs / Charges 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.

Cottons

CHARTERED SURVEYORS

WE REQUIRE PROPERTIES FOR OUR NEXT AUCTION

THURSDAY 7th DECEMBER 2017

WE REQUIRE:

**Residential and Commercial, Vacant and
Investment Properties.**

Land and Development Opportunities.

Freehold Ground Rents.

Deceased Estates.

Properties requiring Repair and Refurbishment.

Problem Properties with Structural Damage, Mineshafts,

Problem Neighbours,

Short Leaseholds, ETC.

**Properties requiring a FAST, STRAIGHTFORWARD
and conclusive SALE.**

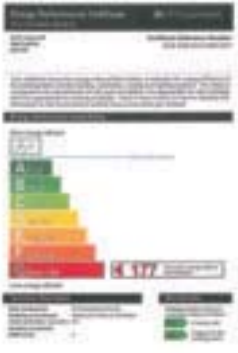
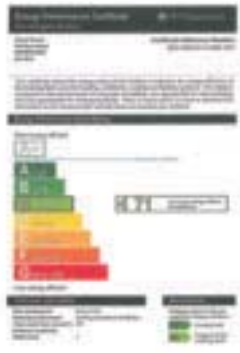
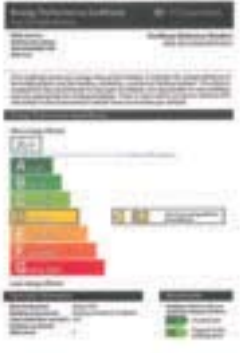
CLOSING DATE FOR ENTRIES:

10th NOVEMBER 2017

**PLEASE CALL US TO DISCUSS INCLUDING
YOUR PROPERTY AND TO ARRANGE
A FREE AUCTION APPRAISAL 0121 247 2233**

0121 247 2233

AUCTIONS@COTTONS.CO.UK WWW.COTTONS.CO.UK

Energy Performance Certificate The EPC for this property was commissioned on 29th September 2017 This will be added to the Legal Pack and available on our website.	Energy Performance Certificate The EPC for this property was commissioned on 26th September 2017 This will be added to the Legal Pack and available on our website.	Energy Performance Certificate The EPC for this property was commissioned on 26th September 2017 This will be added to the Legal Pack and available on our website.	Energy Performance Certificate The EPC for this property was commissioned on 26th September 2017 This will be added to the Legal Pack and available on our website.	Energy Performance Certificate The EPC for this property was commissioned on 26th September 2017 This will be added to the Legal Pack and available on our website.
Lot 9	Lot 15	Lot 16	Lot 17	Lot 18
Energy Performance Certificate The EPC for this property was commissioned on 26th September 2017 This will be added to the Legal Pack and available on our website.		Energy Performance Certificate The EPC for this property was commissioned on 25th September 2017 This will be added to the Legal Pack and available on our website.	Energy Performance Certificate The EPC for this property was commissioned on 3rd October 2017 This will be added to the Legal Pack and available on our website.	
Lot 19	Lot 20	Lot 23	Lot 24	Lot 31
	Energy Performance Certificate The EPC for this property was commissioned on 3rd October 2017 This will be added to the Legal Pack and available on our website.	Energy Performance Certificate The EPC for this property was commissioned on 3rd October 2017 This will be added to the Legal Pack and available on our website.		
Lot 38	Lot 41	Lot 47		

Cottons

CHARTERED SURVEYORS

OFFERS

We welcome pre-auction offers which will be submitted to the sellers for their consideration. Upon receipt of the sellers decision, when possible we will as a matter of courtesy advise accordingly.

All offers are to be submitted in writing, this can be emailed to us at **auctions@cottons.co.uk**

Please provide your full name, address and contact number together with details of the offer you wish to submit.

All pre-auction offers are void on the day of our auction if not accepted prior to the auction date.

For any further details please call the **Auction Team** on **0121 247 2233**

PROXY BID FORM / TELEPHONE BID FORM

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue) and Terms and Conditions of Proxy/Telephone Bids below.

Complete, sign and return the attached form along with the deposit payment for 10% of your highest proxy bid or 10% of the higher guide price for a telephone bid, (minimum of £2,000). We require deposits to be held in cleared funds 24 hours before the auction. Please contact us to arrange for

payment details and also for information relating to the contract and legal packs for your required lots, as you will be required to sign a copy of the contract 24 hours prior to the auction.

Upon receipt of your instruction to set up either a Telephone or a Proxy Bid you will be sent a copy of the relevant contract and the Auctioneers administration fee documentation to be signed.

TYPE OF BID

☐ TELEPHONE (please one tick) ☐ PROXY (please one tick)

BIDDER INFORMATION

Name	<input type="text"/>
Address	<input type="text"/>
Contact Number	<input type="text"/>
Contact Number for telephone bid on Auction Day	<input type="text"/>

SOLICITOR INFORMATION

Name	<input type="text"/>
Address	<input type="text"/>
Telephone Number	<input type="text"/>
Contact	<input type="text"/>

Please provide your bank details for refund on un-successful bids.

Name of Account Holder Account No. Sort Code

BIDDER INFORMATION

LOT	<input type="text"/>
Address	<input type="text"/>
Maximum Bid (proxy bid)	<input type="text"/>
Maximum Bid (words)	<input type="text"/>

DEPOSIT

Deposit	<input type="text"/>
(10% of max bid for proxy bid or 10% of top guide price for telephone bid)	
Deposit (words)	<input type="text"/>

I confirm that I have read all Terms & Conditions.

Signed	<input type="text"/>
Date	<input type="text"/>

TERMS & CONDITIONS

The form is to be completed in full, signed and returned to Cottons Chartered Surveyors, Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL. Tel: 0121 247 2233, no later than 24 hours prior to the Auction date.

The bidder shall be deemed to have read all Conditions Of Sale (inside cover of catalogue) and Terms & Conditions of Proxy/Telephone Bids and undertaken an necessary professional and legal advice relating to the relevant lot.

It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone No, above.

The bidder shall be deemed to have made any enquiries and have knowledge of any amendments of the lot prior to and from the Rostrum on the day of the auction.

The Proxy/Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion.

The auctioneer will not bid on proxy bids beyond the maximum authorised bid. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction.

The Maximum bid price on proxy bids must be an exact figure.

Telephone bids - Cottons will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non-connection or break down of the telephone link, Cottons accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Cottons make no charge for the Proxy/Telephone bid service and reserve the right not to bid on behalf of any telephone/proxy bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made.

Deposit for lots, which do not have a guide price should be negotiated with the auctioneer. Please contact 0121 247 2233.

If bid is successful, deposit cheque and details will be given to the relevant solicitor and you will be contacted as soon as possible after the lot has been auctioned.






If bid is unsuccessful your deposit will be returned to you as soon as possible after the auction, via BACS payment to the account details provided above or if not completed by cheque to the bidder information above.



In association with
Cottons
CHARTERED SURVEYORS


Pi-Property Insurance
SPECIALIST INSURANCE FOR PROPERTY PEOPLE

The Complete Insurance Solution for your Property Portfolio

-  Bespoke policy wording, tailored to suit your needs
-  All Risks' Cover*
-  In House Claims Team
-  Speedy claims settlements
-  Chartered Broker of the Year 2014, 2015 & 2016

*subject to certain underwriting criteria

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

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

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

Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the calculated on a daily basis for each subsequent day's delay in payment);

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

G18.3 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies. G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

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

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

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

G23. Rent reviews

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

**A full copy of the Common Auction Conditions including the Glossary can be found at:
www.rics.org/commonauctionconditions**



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



Cottons - the property specialists est 1924



Auction Department

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

t 0121 247 2233

f 0121 247 1233

auctions@cottons.co.uk

www.cottons.co.uk

Regulated by RICS

