

27th MARCH 2018

Cottons

CHARTERED SURVEYORS

AUCTION

TUESDAY 27th MARCH 2018

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

We do not accept Credit Cards or Cards linked to a Business or Corporate Account.

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 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.

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 £950 (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.

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 57 LOTS

Order of Sale

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

By instruction of a variety of Vendors including, Solicitors, LPA Receivers, Joint Property Agents, Companies, Private Clients and including 12 surplus properties by kind Instruction of Dudley Metropolitan Borough Council.



1	30 NITH PLACE, DUDLEY, DY1 3BH	Freehold Vacant Residential	48	LAND, STATION RD, OLDBURY, B69 4LU	Freehold Development Land
2	38 HILL TOP, STOURBRIDGE, DY9 9BZ	Freehold Vacant Residential	49	23 DEEPDALE LANE, DUDLEY, DY3 2AQ	Freehold Vacant Residential
3	48 CARNEGIE AVENUE, TIPTON, DY4 8SX	Leasehold Vacant Residential	50	LAND, CLIFTON LANE, WEST BROMWICH B71 3AS	Freehold Land
4	24 WINCHESTER ROAD, WEST BROMWICH, B71 2NZ	Freehold Vacant Residential	51	LAND ADJ 2 LYDD CROFT, BIRMINGHAM, B35 6PP	Freehold Building Plot
5	11 PETERSFIELD COURT, HALL GREEN, B28 9BL	Leasehold Vacant Residential	52	94 & 106 HIGH STREET, WEDNESFIELD, WV11 1SZ	Freehold Pt. Vacant Comm.
6	39 HILLTOP DRIVE, BIRMINGHAM, B36 8JT	Freehold Vacant Residential	53	3 COPLOW COTTAGES, LADYWOOD, B16 0DG	Freehold Vacant Residential
7	LAND ADJ TO 5 HILTON RD, LANESFIELD, WV4 6DT	Freehold Development Land	54	128 - 130A DARLASTON RD, WEDNESBURY, WS10 7TA	Freehold Commercial Inv.
8	105 FARM ROAD, OLDBURY, B68 8RA	Freehold Vacant Residential	55	1 PLEASANT STREET, WEST BROMWICH B70 0RF	Freehold Vacant Residential
9	BLDG PLOT, TRENTHAM RD, COVENTRY, CV1 5BD	Freehold Building Plot	56	17 MEADOW ROAD, HALESOWEN, B62 8NJ	Freehold Vacant Residential
10	96 HOLLY LANE, WALSALL WOOD, WS9 9JQ	Freehold Vacant Residential	57	27 GEORGE ROAD, HALESOWEN, B63 4DE	Freehold Vacant Residential
11	6A ETTYMORE ROAD, DUDLEY, DY3 3SG	Freehold Vacant Commercial			
12	40/52 HIGH STREET, WEDNESFIELD, WV11 1SZ	Freehold Commercial Inv.			
13	7 CARLYLE ROAD, EDGBASTON, B16 9BH	Freehold Residential Inv.			
14	LAND OFF IVY HOUSE ROAD, ROWLEY REGIS, B69	Freehold Land			
15	27 LEYS ROAD, BRIERLEY HILL, DY5 3UA	Freehold Vacant Residential			
16	57 NEWLAND ROAD, BIRMINGHAM, B9 5PS	Freehold Vacant Residential			
17	48 ASQUITH ROAD, WARD END, B8 2HL	Freehold Vacant Residential			
18	GARAGE YARD, ACHESON RD, HALL GRN, B28 0TJ	Freehold Garage Investment			
19	107 THE COTTAGES, CRADLEY HEATH, B64 7NL	Freehold Vacant Residential			
20	58 OAKFIELD ROAD, WOLLESCOTE, DY9 9DG	Freehold Vacant Residential			
21	12 HADCROFT ROAD, STOURBRIDGE, DY9 7LR	Freehold Vacant Residential			
22	SCHOOL HOUSE, CEDAR RD, DUDLEY, DY1 4HN	Freehold Vacant Residential			
23	65 LEABANK ROAD, DUDLEY, DY2 0BD	Freehold Residential Inv.			
24	FLAT 11 BELLINGHAM CT, B'HAM, B23 7PJ	Leasehold Vacant Residential			
25	74 OAKFIELD ROAD, WOLLESCOTE, DY9 9DG	Freehold Vacant Residential			
26	153 CHIPPERFIELD RD, BIRMINGHAM, B36 8BX	Freehold Vacant Residential			
27	4 HIGH STREET, LYE, STOURBRIDGE, DY9 8JT	Freehold Commercial Inv.			
28	179 WOLVERHAMPTON ST, DUDLEY, DY1 3AD	Freehold Vacant Commercial			
29	13A PARK AVENUE, WOLVERHAMPTON, WV1 4AH	Freehold Vacant Residential			
30	26 YORK ROAD, EDGBASTON, B16 9JB	Freehold Residential Inv.			
31	344 - 346 GILLOTT RD, EDGBASTON, B16 0RS	Freehold Residential Inv.			
32	131 MOOR END LANE, ERDINGTON, B24 9DP	Freehold Vacant Residential			
33	LAND 22/24 WELLS RD, BRIERLEY HILL, DY5 3TD	Freehold Land with Potential			
34	BLDG PLOT, DOUGLAS ROAD, DUDLEY, DY2 8NE	Freehold Development Land			
35	LAND ADJ 1 MALLEN DRIVE, TIVIDALE, B69 1LX	Freehold Building Plot			
36	132 HAMSTEAD HALL RD, BIRMINGHAM, B20 1JB	Freehold Vacant Residential			
37	4 THE GREAVES, SUTTON COLDFIELD B76 9DJ	Leasehold Vacant Residential			
38	1012 STRATFORD ROAD, HALL GREEN B28 8BJ	Freehold Mixed Investment			
39	FLAT 8 BRIDGE LOFTS, WALSALL, WS1 1PT	Leasehold Vacant Residential			
40	12 CHELLS GROVE, BILLESLEY, B13 0NA	Freehold Vacant Residential			
41	144 HIGH STREET, STOURBRIDGE DY5 1DW	Freehold Commercial Inv.			
42	DORDON WMC, 217 LONG ST, DORDON, B78 1PZ	Freehold Vacant Social Club			
43	PADDOCK, ST. MARYS CLOSE, SEDGLEY, DY3 1LD	Freehold Development Land			
44	LAND, 3 KINGSWOOD TERRACE, B'HAM, B25 8NR	Freehold Land with Potential			
45	229 TAMWORTH ROAD, TAMWORTH, B77 1BT	Freehold Vacant Residential			
46	18 HOLLY ROAD, DUDLEY, DY1 3BN	Freehold Vacant Residential			
47	3A WATERSIDE, EVESHAM, WR11 1BS	Leasehold Residential Inv.			

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 Card

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled.

We do not accept Credit Cards or Cards linked to a Business or Corporate Account.

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 £950 (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 End Terraced House with Two Bedrooms

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

By Instruction of Dudley Metropolitan Borough Council

30 Nith Place, Dudley, West Midlands DY1 3BH

Property Description:

An end terraced house of two storey part rendered brick construction surmounted by a pitched tile clad roof, benefiting from off road car parking and UPVC replacement windows and requiring some modernisation and improvement.

Nith Place leads directly off The Broadway (A459) within approximately half a mile to the north west of Dudley Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Kitchen with store cupboard

First Floor

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

Outside:

Front: Foregarden with parking space, pedestrian side access to rear

Rear: Paved yard, outside toilet, pedestrian right of way and separate garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 2

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £60,000 - £68,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

38 Hill Top, Stourbridge, West Midlands DY9 9BZ

Property Description:

A semi detached house of two storey brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating, three bedrooms and off road car parking but requiring refurbishment and modernisation.

Hill Top leads directly off Wassell Road and the property is located approximately two miles to the east of Stourbridge Town Centre.

Accommodation:

Ground Floor

Reception Hall, Lounge, Kitchen with pantry, Dining Room, Covered Rear Entrance, Brick Store and Toilet with wc

First Floor

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

Outside:

Front: Tarmacadamed forecourt providing off road car parking, pedestrian side access to:

Rear: Yard/patio area, brick store and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 3

Leasehold Vacant Studio Flat

*Guide Price: £22,000 - £26,000 (+Fees)

48 Carnegie Avenue, Tipton, West Midlands DY4 8SX

Property Description:

A purpose built first floor apartment forming part of a modern two storey block set back behind a communal car parking area.

The property benefits from majority of double glazed windows and requires repair and refurbishment.

Carnegie Avenue comprises of a cul-de-sac which leads off Park Lane East.

Accommodation:

Ground Floor

Communal Entrance Hall, Stairs and Landing

First Floor

Bed/Living Room, Kitchen, Wash Room, Bathroom with 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 4

Freehold Vacant Semi Detached House with Two Bedrooms

*Guide Price: £50,000 - £60,000 (+Fees)

24 Winchester Road, West Bromwich, West Midlands B71 2NZ

Property Description:

A two storey semi detached house of non traditional "Smiths Type" concrete construction surmounted by a pitched timber framed roof clad in concrete tiles.

Winchester Road forms part of an established residential estate known as the Millfields Estate and located short distance to the west of Holloway Bank Hill (A4196) which provides access to West Bromwich Town Centre bring within approximately two miles to the south.

Accommodation:

Ground Floor

Reception Hall with under stairs cupboard, Through Lounge/Dining Room, Breakfast

Kitchen, Side Covered Passageway with Separate WC

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Shower Room with glazed shower enclosure having electric shower, pedestal wash basin and wc

Outside:

Front: Paved foregarden set behind a privet hedge

Rear: Paved patio/yard area and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £950 (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 Card Payment Accepted

We do not accept Credit Cards or Cards linked to a Business or Corporate Account.

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

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LOT 5
Leasehold Vacant Two Bedroom Flat

*Guide Price: £65,000 - £69,000 (+Fees)

11 Petersfield Court, Stratford Road, Hall Green, Birmingham, West Midlands B28 9BL
Property Description:

A well laid out two bedroom flat situated on the ground floor of a purpose built development known as Petersfield Court and set back from Stratford Road behind well maintained communal lawned gardens.

The property benefits from gas fired central heating, UPVC Double glazed windows and is offered for sale in presentable condition. The property further benefits from having a garage providing secure parking.

The property is located at the junction with Staplehurst Road and forms part of a popular residential area located approximately four miles distance to the south east of Birmingham City Centre.

Accommodation:
Ground Floor

Communal Rear Entrance Hall
 Reception Hall and Store Cupboard, Lounge, Kitchen providing separate private entrance, Bedroom One (double), Bedroom Two (double), Bathroom with panelled bath with shower over, pedestal wash basin and wc

Outside:

Front: Communal lawned gardens
 Rear: Yard and Garage


Leasehold Information:

Term: 90 years from 22nd October 2007

Ground Rent and Service Charge Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 6
Freehold Vacant Three Bedroom Semi-Detached House with Driveway

*Guide Price: £120,000 - £130,000 (+Fees)

39 Hilltop Drive, Birmingham, West Midlands B36 8JT
Property Description:

A semi-detached house with brick construction, surmounted by a tile clad roof, set back from the road behind a driveway and foregarden.

The property benefits from UPVC double glazing and central heating.

Hilltop Drive is located two miles from A38M and M6 (Junction 2).

Accommodation:
Ground Floor

Entrance Hallway with storage, Reception One, Reception Two, Fitted Kitchen.

First Floor

Three Double Bedrooms, Bathroom with shower, separate toilet and airing cupboard.

Outside:

Front: Paved driveway with garden.

Rear: Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 7

Freehold Land (Lapsed Planning Consent For Two Dwellings)

*Guide Price: £76,000 - £82,00 (+Fees)

Land adjacent to, 5 Hilton Road, Lanesfield, Wolverhampton, West Midlands WV4 6DT

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of 875 sq.mtrs (9422 sq.ft) occupying a position adjacent to number 5 Hilton Road. The land has previously had planning permission (that has now lapsed) granted by Wolverhampton City Council for the erection of 2 detached dwellings (Ref: 12/00830/FUL) and dated the 19th of July 2012. Hilton Road is located off Needwood Drive and Walton Road both of which are found off the Birmingham New Road (A4123)

Planning History

Planning Consent was granted by Wolverhampton City Council for the erection of 2 detached dwellings (Ref: 12/00830/FUL) and dated the 19th of July 2012. The plans approved for the planning consent detail 1 three bedroom and 1 four bedroom detached house. A copy of the architects plans are available to view from the councils web-page www.wolverhampton.gov.uk. Please note the planning consent has now lapsed any all interested parties must satisfy themselves in full regarding any proposals they may have with Wolverhampton City Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



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



Lapsed Planning Consent Plans



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CHARTERED SURVEYORS

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

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

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

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

LOT 8
Freehold Vacant Semi Detached House with Two Bedrooms

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

105 Farm Road, Oldbury, West Midlands B68 8RA
Property Description:

A semi detached cottage of two storey brick construction surmounted by a pitched slate clad roof, benefiting from gas fired central heating, UPVC double glazed windows and external doors and having been generally well maintained but requiring some cosmetic improvement and upgrading. The property forms part of an established residential area and Farm Road leads directly off Pound Road which in turn leads off Wolverhampton Road (A4123) providing access to Birmingham, Dudley & Wolverhampton along with The M5 Motorway (junction 2) which is conveniently within approximately one mile to the north.

Accommodation:
Ground Floor

UPVC Double Glazed Porch, Front Reception Room, Rear Reception Room, Sun Room/Dining Kitchen, Rear Entrance Hall/Utility

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bathroom with panelled bath, glazed shower enclosure, pedestal wash basin and wc

Outside:

Front: Walled foregarden

Rear: Pedestrian side access to rear

yard/patio, Part lawned garden and a brick built store

Note: Potential may exist for rear car parking by creating an access from a rear driveway and all interested parties should check for permissible rights of way.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

NRT
 PROPERTY CONSULTANTS


LOT 9
Freehold Land (Lapsed Planning Consent For a Two Storey Dwelling)

*Guide Price: £15,000 - £20,000 (+Fees)

Freehold Land Adjacent, to 50 Trentham Road, Coventry, West Midlands CV1 5BD
Property Description:

A parcel of freehold land, rectangular in shape and located adjacent to 50 Trentham Road. The land has previously had planning permission (that has now lapsed) granted by Coventry City Council for the erection of a 2 storey dwellings house. The land is situated in an established residential area predominantly containing a range of traditional terraced housing. Trentham Road is situated off Harnall Lane East and is situated approximately three quarters of a mile distance to the North East of Coventry City Centre.

Planning History

Planning consent was granted by Coventry City Council (Ref: 54476) and dated the 29th April 2008 for the erection of a two storey dwelling house and reserved matters relating to the consent were approved on the 16th July 2009.

The plans approved with the consent detail a two bedroom property and a copy of the architects plans are available to view from the councils web-page www.coventry.gov.uk. Please note the planning consent has now lapsed any all interested parties must satisfy

themselves in full regarding any proposals they may have with Coventry City Council prior to bidding.

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

Viewings – External Only



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

LOT 10

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £69,000 - £79,000 (+Fees)

96 Holly Lane, Walsall Wood, Walsall, West Midlands, WS9 9JQ



Property Description:

A semi detached house of two storey brick construction surmounted by a hipped concrete tile clad roof, set back from the road behind a lawned foregarden and driveway, providing well laid out accommodation and benefiting from UPVC double glazed windows, gas fired central heating and three bedrooms.

The property forms part of a popular and established residential area, located within half a mile of Shire Oak Park, two miles to the north of Aldridge town centre and five miles to the north east of Walsall town centre.

Accommodation:

Ground Floor

Porch, Reception Hall, Lounge, Dining/Kitchen, Rear Entrance Room, Cloak Cupboard with gas fired boiler.

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Wet Room with an electric shower and wash basin, Separate wc.

Outside:

Front: Lawned foregarden and paved driveway providing off road car parking, pedestrian side access to rear

Rear: Concrete patio and predominantly lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 11

Freehold Vacant Offices (Former Dwelling House)

*Guide Price: £70,000 - £77,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

6A Ettymore Road, Sedgley, West Midlands DY3 3SG

Property Description:

A semi detached former dwelling house of two storey brick construction surmounted by a pitched tile clad roof, most recently used as offices in connection with the adjacent Age Concern Community Centre. The property benefits from UPVC replacement windows and gas fired central heating.

The property is located to the eastern section of Ettymore Road to the rear of the former Clifton Cinema and within a short walk from the centre of Sedgley Town Centre containing a wide range of both local and multiple retailers. The property would readily convert back into a residential dwelling (subject to obtaining relevant planning consent).

Accommodation:

Ground Floor

Reception Hall with recess: 2.4sq.mtrs (26sq.ft) containing gas fired boiler, Cellar access, Cloak Room with wc and wash basin, Office One: 8.61sq.mtrs (93sq.ft), Office Two: 15.16sq.mtrs (163sq.ft)

First Floor

Stairs and Landing, Office Three: 10.14sq.mtrs (109sq.ft), Office Four: 15.62sq.mtrs (168sq.ft),

Lobby with built in cupboard, Kitchen: 3.6sq.mtrs (39sq.ft), Cloak Room with wc and wash basin

Outside:

Front: Small forecourt with pedestrian side access to rear
Rear: Enclosed garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 12

Freehold Town Centre Retail Investment

*Guide Price: £100,000 - £110,000 (+Fees)

40 / 52 High Street, Wednesfield, Wolverhampton, West Midlands WV11 1SZ

Property Description:

A retail investment comprising of a mid terraced three storey commercial premises containing a ground floor bakery shop along with storage to the first and second floors.

The property is situated directly fronting High Street which in the heart of Wednesfield Town Centre and includes a wide range of both local and multiple retailers including Boots Chemist, Lloyds Pharmacy, Greggs, Barclays and NatWest Banks. In addition, Wednesfield has an outdoor market located on High Street on Tuesdays, Wednesdays, Fridays and Saturdays which increases pedestrian footfall.

The property benefits from rear parking/loading access located off Nicholls Fold providing access to the upper floors which may have potential for future residential conversion.

Tenancy Information

The property is currently let trading as Sweet Sisters Bakery on a lease for a term of 3 years and 1 month from 8th August 2016 on full repairing and insuring terms at a rental of £10,000 per annum

Accommodation

Accommodation details/dimensions are by courtesy of the Valuation Office Agency (VOA) website .

Ground Floor

Covered Forecourt, Retail Shop: 70.5sq.mtrs (758sq.ft)

First Floor

Staff Room: 27.1sq.mtrs (291sq.ft), Staff Toilets

Second Floor

Store Room: 29.9sq.mtrs (321sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Rear Access from Nicholls Fold



LOT 13

Freehold Residential Investment Comprising of Four Self Contained Flats

*Guide Price: £280,000 - £290,000 (+Fees)

Current Rental Income: £23,760 per annum

7 Carlyle Road, Edgbaston, Birmingham, West Midlands, B16 9BH



Property Description:

A long established residential investment opportunity comprising of four self contained flats contained within a converted semi detached former dwelling house of three storey traditional construction surmounted by a pitched tile clad roof, benefiting from part UPVC double glazed windows and set back behind a walled foregarden. The property forms part of an established residential area and Carlyle Road contains a range of similar dwelling houses, many of which have been converted into flat accommodation. Carlyle Road leads directly off Stirling Road which in turn leads off Hagley Road (A456) providing ease of commuting by car or public transport to the City Centre which is within approximately one and a half mile to the east.

Tenancy Information

The property has been within the current ownership for several years providing both a stable and reliable income. All flats are let on Assured Shorthold Tenancies at the following rents:

Flat One: £525 per calendar month

Flat Two: £450 per calendar month

Flat Three: £525 per calendar month

Flat Four: £480 per calendar month

Total rental income: £23,760 per annum

Note: Each flat is separately metered for gas and electric and the tenants are responsible for all outgoings.

Accommodation:

Flat One

First Floor: Hall, Stairs and Landing, Store Cupboard, Cloak Room with wc and wash basin, Lounge, Kitchen

Second Floor: Stairs and Landing, Store Room, Three Bedrooms, Bathroom with bath having shower over, wash basin and wc

Flat Two

Ground Floor: Accommodation Not Inspected but we understand it comprises of a One Bedroom Flat

Flat Three

Ground Floor: Pedestrian side access to Entrance Hall, Open Plan Lounge/Kitchen with a range of modern fitted units, Bathroom with modern suite comprising bath having shower over, wash basin and wc, Bedroom

Flat Four

First Floor: Accessed to the rear of the property. Accommodation Not Inspected but we understand it comprises of a One Bedroom Flat

Outside:

Walled foregarden, pedestrian side access to rear yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 14

Freehold Land (1.8 Acres)
 *Guide Price: £8,000 - £12,000 (+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

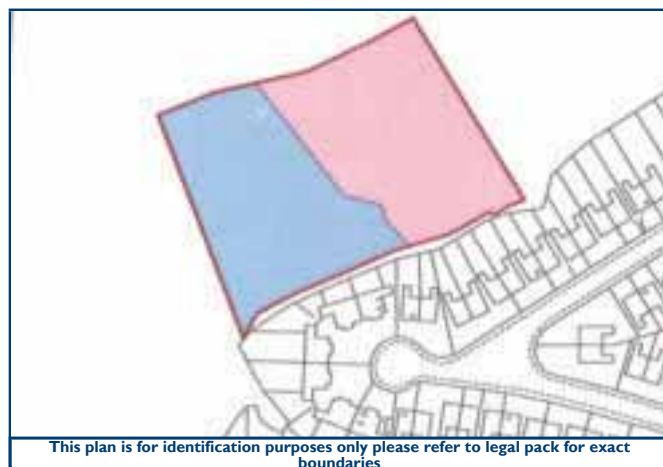
The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council.

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 15

Freehold Investment (Three Bedroom House)
 *Guide Price: £65,000 - £70,000 (+Fees)

27 Leys Road, Brierley Hill, West Midlands DY5 3UA

Property Description:

A mid-terraced property of rendered brick construction surmounted by a tiled clad roof directly fronting the pavement. The property benefits from having majority UPVC double glazing and gas fired central heating. The property is located on Leys Road close to the junction with Leys Crescent. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £600 pcm (£7,200 per annum).

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen, Stairs

First Floor

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

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LEGAL PACKS

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

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

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LOT 16

Freehold Vacant Three Bedroom House

*Guide Price: £95,000 - £99,000 (+Fees)

57 Newland Road, Small Heath, Birmingham, West Midlands B9 5PS

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from UPVC double glazing and gas fired central heating. Newland Road is a cul-de-sac located off Green Lane which in turn can be found off Hobmoor Road

Accommodation:

Ground Floor

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

First Floor

Landing, 3 Bedrooms

Outside:

Front Walled foregarden

Rear Yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 17

Freehold Vacant Property (Three Double Bedrooms)

*Guide Price: £110,000 - £115,000 (+Fees)

48 Asquith Road, Birmingham, West Midlands B8 2HL

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a driveway allowing for off road parking. The property offers substantial accommodation and includes UPVC double glazing and gas fired central heating and would benefit from cosmetic improvement. Asquith Road is located off both St.Margarets Road and Washwood Heath Road (B4114).

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Dining Kitchen and Utility Room, Stairs,

First Floor

3 Double Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

Front Paved foregarden allowing for off road parking

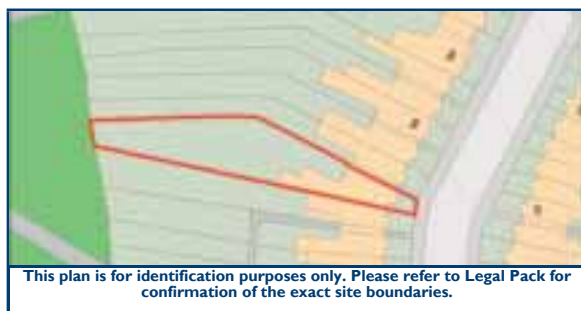
Rear Patio area and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

LOT 18
Freehold Lock-Up Garage Investment

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

Garage Yard Off Acheson Road, Hall Green, Birmingham, West Midlands B28 0TJ
Property Description:

A block of 5 lock-up garages set back behind a hard standing forecourt and having direct access via a service road adjacent to number 14 Acheson Road.

Acheson Road is located in the popular residential suburb of Hall Green and located off Baldwins Lane the garage yard access is close to the junction with Delrene Road. All 5 garages are currently let producing a rental income of £4,800 per annum. A Schedule of Tenancies are detailed below

Schedule of Tenancies

Garage 12 : £80 pcm

Garage 13 : £80 pcm

Garage 14 : £80 pcm

Garage 15 : £80 pcm

Garage 16 : £80 pcm

Total Rental Income : £400 pcm (£4,800 per annum)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Access off Acheson Road



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LOT 19

Freehold Vacant Cottage Occupying a Substantial Plot *Guide Price: £200,000 - £210,000 (+Fees)

107 The Cottage Corngreaves Hall Corngreaves Road, Cradley Heath, West Midlands, B64 7NL



Property Description:

An end of terrace cottage of two storey brick construction surmounted by a hipped tile clad roof, set within extensive gardens and the total plot site extends to an area of 0.24 acres (971sq.mtrs) and benefiting from UPVC double glazed windows, gas fired central heating and off road car parking. The property requires modernisation and cosmetic improvement throughout.

The property is situated within the grounds of Corngreaves Hall and lies on the edge of public open space and woodland. The property is best approached from Barn Close which leads directly off Timber Tree Crescent and is conveniently located for access to local services at both Cradley Heath and Halesowen Town Centres, both within approximately one and a half miles.

Planning

The property may provide scope for extension of the existing accommodation along with potential redevelopment of the existing plot and all interested parties should discuss any proposals which they may have with the local planning department at Dudley Metropolitan Borough Council prior to bidding.

Accommodation

Ground Floor

Lounge, Dining Kitchen with a range of modern fitted units, Study/Utility Room

First Floor

Stairs and Landing, Bedroom One (large double), Bedroom Two (double), Shower Room with glazed shower enclosure having electric shower, pedestal wash basin and wc

Outside:

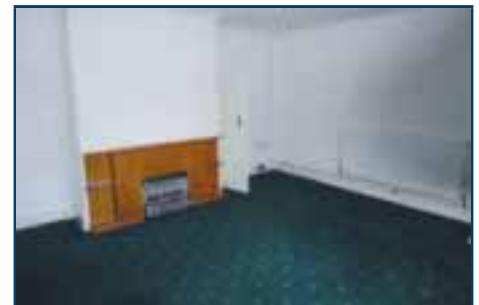
Paved parking space, enclosed rear yard with brick store and toilet and extensive lawned garden to side and rear

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

Viewings: Via Cottons – 0121 247 2233

NRT

PROPERTY CONSULTANTS



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LOT 20
Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £60,000 - £67,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council
58 Oakfield Road, Wollescote, Stourbridge, DY9 9DG
Property Description:

A semi detached house of two storey part rendered brick construction surmounted by a pitched tile clad roof, benefiting from UPVC replacement windows and gas fired central heating but requiring complete refurbishment and modernisation throughout.

Oakfield Road leads off Wynall Lane and the property is located two miles to the south east of Stourbridge Town Centre and four miles to the west of Halesowen Town Centre.

Accommodation:
Ground Floor

Reception Hall, Through Lounge, Kitchen, Bathroom with bath, wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Foregarden with pedestrian side access to rear

Rear: Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 21
Freehold Vacant Semi Detached House with Two Bedrooms

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

By Instruction of Dudley Metropolitan Borough Council
12 Hadcroft Road, Stourbridge, West Midlands DY9 7LR
Property Description:

A semi detached house of two storey brick construction surmounted by a hipped slate clad roof, benefiting from UPVC double glazed windows and large garden but requiring complete repair and refurbishment throughout.

Hadcroft Road comprises a cul-de-sac leading off Grange Lane (A4036) approximately one mile to the east of Stourbridge Town Centre and two miles to the north of the popular Village of Hagley.

Accommodation:
Ground Floor

Entrance Hall, Lounge, Kitchen, Rear Entrance Hall, Toilet with wc

First Floor

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

Outside:

Front: Foregarden, pedestrian side access to rear

Rear: Long Garden


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


--- Legal Documents Online ---


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

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LOT 22

Freehold Vacant Detached House with Three Bedrooms

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

By Instruction of Dudley Metropolitan Borough Council

The School House, Cedar Road, Dudley, West Midlands, DY1 4HN



Property Description:

A former Caretakers house currently within the grounds of Priory School comprising a detached house of two storey brick construction surmounted by a hipped concrete tile clad roof set within generous gardens and benefiting from UPVC double glazed windows, gas fired central heating and three bedrooms.

The property provides well laid out accommodation but requires refurbishment and modernisation throughout along with associated landscaping works. Cedar Road provides direct access to Wren's Nest Nature Reserve and forms part of an established residential area which leads directly off Priory Road (A4168) and is located within approximately three quarters of a mile to the north of Dudley Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Sitting Room, Kitchen, side door to Covered Yard/Passageway

First Floor

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

Outside:

Front: Foregarden extending to side

Rear: Large garden

Note: Prior to completion, the seller will arrange for a secure fence to be erected to the boundary along the front elevation and will create an access directly to the property from Cedar Road. All interested parties should refer to the legal pack for full details of these works.

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

Viewings: Via Cottons - 0121 2472233



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



LOT 23
Freehold Investment - Semi Detached House with Three Bedrooms

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

65 Leabank Road, Dudley, West Midlands DY2 0BD
Property Description:

A semi detached house of two storey brick construction surmounted by a pitched tile clad roof set well back from the road behind a lawned foregarden and providing well laid out accommodation benefiting from gas fired central heating and three bedrooms. Leabank Road forms part of an established residential estate and leads via Golden Hillock Road off Cradley Road (B4173) conveniently within approximately one mile from both Cradley Heath Town Centre and Merry Hill Shopping Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £650 per calendar month (£7,800 per annum) and we understand that the current tenant has occupied the property for a period of 5 years.

Accommodation:
Ground Floor

Entrance Hall, Cloak Room with wc, Through Lounge/Dining Room, Breakfast Kitchen, Side Passageway/Store/Utility

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Shower Room with glazed shower, vanity wash basin and wc


Outside:

Front: Lawned foregarden set behind a mature privet hedge
 Rear: Patio and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233

LOT 24
Leasehold Vacant Possession

*Guide Price: £68,000 - £74,000 (+Fees)

Flat 11 Bellingham Court, 150 Gravelly Hill, Birmingham, West Midlands B23 7PJ
Property Description:

A Second floor flat located in a purpose built three storey block of brick construction set back from the road behind communal lawned gardens and communal secure gated parking to the rear. The flat benefits from having UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings. The property is located on Gravelly Hill (A5127) and provides secure gated parking to the rear accessed via a service road located off Compton Road which in turn is found off Oval Road and Minstead Road

Accommodation:
Ground Floor

Communal Entrance with secure door entry system, stairs to

Second Floor

Having Entrance Hallway, Lounge, Kitchen, Bedroom and Bathroom with panelled bath with shower over, wash basin and WC

Outside:

Communal Gardens and Gated parking area accessed via Compton Road

Leasehold Information

Term 125 years from 30 April 1992

Ground Rent £10.00 per annum

Service Charge Refer to Legal Pack

Legal Documents :

Available at www.cottons.co.uk

Viewings :

Via Cottons - 0121 247 2233



LOT 25

Freehold Vacant Four Bedroom Semi-Detached House with Driveway

*Guide Price: £150,000 - £160,000 (+Fees)

74 Oakfield Road, Wollescote, Stourbridge, West Midlands DY9 9DG

Property Description:

A semi-detached house of brick construction, surmounted by a slate clad roof, set back from the road behind a double driveway. The converted lower ground floor provides an additional bedroom, living room and shower room with toilet.

The property benefits from UPVC double glazing and central heating on the first two floors and electric heating in the basement.

The property was previously used as a HMO letting, therefore benefits from a Grade A fire system and emergency lighting as well as fire doors.

Accommodation:

Lower Ground Floor

Large Through Living Room, Shower Room with wash basin and toilet and Double Bedroom.

Ground Floor

Hallway, Front Reception, Dining Room, Kitchen, Toilet.

First Floor

Shower Room, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single).

Outside:

Front: Double Driveway

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 26

Freehold Vacant Substantially Extended Six Bedroom House

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

153 Chipperfield Road, Birmingham, West Midlands B36 8BX

Property Description:

A substantially extended six bedroom semi-detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The property further benefits from having a substantial two storey side and rear extension allowing for further living accommodation including 4 reception rooms and six bedrooms. The property would provide a substantial family home or may be suitable for a variety of uses such as a HMO, or potential conversion to flats subject to obtaining the correct planning permission from Birmingham City Council. Chipperfield Road is located off both Coleshill Road and Bromford Drive

Bathroom with panelled bath, wash basin and WC

Outside:

Front: Block paved foregarden 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



Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Shower Room having shower cubicle, wash basin and WC, Kitchen, Rear Lounge and Reception Room, Stairs

First Floor

Having 6 Bedrooms, Shower Room with shower cubicle, wash basin and WC and

LOT 27
Freehold Investment Opportunity
 *Guide Price: £120,000 - £128,000 (+Fees)

4 High Street, Lye, Stourbridge, West Midlands DY9 8JT
Property Description:

A freehold investment opportunity comprising of a ground floor retail shop let to William Hill bookmakers along with a ground rent income from a duplex flat to the first and second floors known as 4B and which is subject to a long lease for the term of 125 years. The property forms part of a modern retail parade prominently situated to the western section of Lye High Street at the junction of Dudley Road (A4036) and containing a range of occupiers including Coral bookmakers, Dudley Council Offices, Dental Surgery and Lloyds Bank.

Tenancy Information

4 High Street: Let on a lease to William Hill Organisation Ltd for a term of 15 years from 17th January 2014 at a current rental of £10,000 per annum and subject to rent review during the term

Flat 4B High Street: Subject to a long lease for a term of 125 years from 12th May 2017 until 14th May 2142 producing a ground rent income of £150 per annum increasing by £150 every 25 years

Accommodation:

4 High Street: Bookmakers Shop including Public and Staff Areas, Staff Toilets. Net Internal Area: 69.1sq.mtrs (743sq.ft)

4B High Street: Accommodation Not Applicable

Outside: Right of way over rear service yard

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

Viewings: External Only


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LOT 28

Freehold Vacant Restaurant Premises & Two Investment Flats

*Guide Price: £155,000 - £165,000 (+Fees)

179 Wolverhampton Street, Dudley, West Midlands, DY1 3AD



Property Description:

A two storey double fronted property of traditional brick construction surmounted by a pitched tile clad roof comprising of a ground floor restaurant premises with substantial basement storage along with two investment flats located to the first floor. The restaurant premises are long established and provide well laid out accommodation benefiting from gas fired central heating, large dining area with in excess of 50 covers and the property is situated directly fronting Wolverhampton Street within approximately one third of a mile distance from Dudley Town Centre.

Tenancy Information

Ground Floor

Restaurant Premises: The property is owner occupied and offered with vacant possession

First Floor

Flats 1 & 2: Currently let on an Assured Shorthold Tenancy at a total rental income of £800 per calendar month (£9,600 per annum)

Accommodation:

Ground Floor

Restaurant Premises: 68.53sq.mtrs (737sq.ft) with roller shutter front, Entrance Hall, Customer Waiting Area, Bar, Store Cupboard and 28 Covers, Rear Dining Room: 29sq.mtrs (312sq.ft) with 22 Covers, Ladies and Gents Toilets, Kitchen: 24.38sq.mtrs (262sq.ft), Front Basement Storage (accessed from side passageway) having Two Rooms: 25.73sq.mtrs (277sq.ft), Rear Basement Storage: 62.25sq.mtrs (670sq.ft) with Staff Toilet

First Floor

This accommodation has not been inspected by the auctioneers and the vendor advises it comprises the following:

Private Entrance Hall directly off Wolverhampton Street, Stairs and Landing,

Flat One: Lounge, Kitchen, Two Bedrooms, Bathroom with wc

Flat Two: Lounge, Kitchen, Two Bedrooms, Bathroom with wc

Outside:

Rear: Garden area which we are advised by the vendor has vehicular access over a shared right of way providing scope for parking

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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

LOT 29
Freehold Vacant Detached Property
 *Guide Price: £155,000 - £165,000 (+Fees)

13A Park Avenue, Wolverhampton, West Midlands WV1 4AH
Property Description:

A detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a paved foregarden and driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The front and reception room has previously been used as a physiotherapy treatment room and the third bedroom has been converted to provide an additional kitchen to the first floor. The property would be easily converted back to a traditional 3 bedroom detached residence. Park Avenue is located off Park Road East and New Hampton Road East and the property is conveniently situated within a miles distance from Wolverhampton City Centre

Accommodation:
Ground Floor

Entrance Hallway, Lounge/Treatment Room, Dining Kitchen, Dining Room, WC with wash basin, Utility Room, Stairs

First Floor

2 Bedrooms, Kitchen/Bedroom 3, Bathroom having shower cubicle, wash basin, WC and panelled bath

Outside:

Front Paved foregarden and driveway allowing for off road parking

Rear Patio and lawned garden

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

Viewings: Via Cottons - 0121 247 2233


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

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LOT 30

Current rental Income: £29,120 per annum (circa £36,400 per annum when fully let)

26 York Road, Edgbaston, Birmingham, West Midlands B16 9JB



Property Description:

A long established residential investment opportunity comprising of nine studio flats with shared bath/shower room facilities, contained within a converted semi detached former dwelling house of three storey traditional brick construction surmounted by a pitched slate clad roof, set back behind a paved forecourt providing off road car parking and benefiting from mostly UPVC double glazed windows, mains fitted fire alarm and large rear garden. The property forms part of a popular and established residential area and York Road contains a range of similar dwelling houses, many of which have been converted into flat accommodation. The area is popular with tenants due to the property's close proximity to Birmingham City Centre. York Road leads directly off Rotton Park Road which in turn leads off Hagley Road (A456) providing ease of commuting by car or public transport to the City Centre which is approximately one and a half miles to the east.

Tenancy Information

The property has been within the current ownership for in excess of 20 years and has provided both a stable and reliable income. All studio flats with the exception of 6 and 9 are let on Assured Shorthold Tenancies at the following rents:
Studio One: £80 per week
Studio Two: £80 per week

Studio Three: £80 per week

Studio Four: £80 per week

Studio Five: £80 per week

Studio Six: Vacant

Studio Seven: £80 per week

Studio Eight: £80 per week

Studio Nine: Vacant

Total Current Rental Income: £29,120 per annum

Rental Income when Fully Let: In the region of £36,400 per annum

Note 1: Studio Six is currently used as a store room and requires full refurbishment and provision of fittings

Studio Nine is currently vacant and requires full refurbishment and modernisation

Note 2: The Landlord currently pays council tax and water rates and the electricity charge is recovered from the tenants by way of individual sub meters.

Note 3: The property benefits from a current HMO Licence.

Accommodation

Ground Floor

Communal Reception Hall

Studio One: Bed/Living Room with Open Plan Kitchen

Studio Two: Bed/Living Room with Open Plan Kitchen and Garden Access.

Inner Hall with communal utility cupboard with washing machine and dryer, Shared Cloak Room with wc and wash basin and Shower Room with glazed shower cubicle
Studio Three: Bed/Living Room with Separate Dining Kitchen

First Floor

Stairs and Landing, Shared Bathroom with bath, wash basin and wc

Studio Four: Bed/Living Room with Separate Kitchen

Studio Five: Bed/Living Room with Open Plan Kitchen

Studio Six: Currently used as a Store Room

Second Floor

Stairs and Landing, Shared Bathroom with bath, wash basin and wc

Studio Seven: Bed/Living Room with Open Plan Kitchen

Studio Eight: Bed/Living Room with Separate Kitchen

Studio Nine: Bed/Living Room/Kitchen

Outside:

Paved forecourt providing off road parking, pedestrian side access to large rear garden

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

Viewings: Via Cottons - 0121 2472233

Freehold Residential Investment Comprising Nine Studio Flats
*Guide Price: £350,000 PLUS (+Fees)



LOT 31

344 - 346 Gillott Road, Edgbaston, Birmingham, West Midlands B16 0RS



Property Description:

A long established flat conversion comprising a pair of substantial three storey semi detached former houses converted into 10 self-contained flats approached by way of a central communal hallway with security entry door system and benefiting from gas fired central heating and UPVC double glazed windows.

The property is of brick construction with pitched tile clad roof and set back from the road behind a tarmacadam forecourt providing residents car parking.

Gillott Road forms part of an established residential area containing a wide range of private dwelling houses, flats and houses in multiple occupation and the property is situated in the central section of Gillott Road between Rotton Park Road and Portland Road conveniently within a short walk from Edgbaston Reservoir and within one mile from Bearwood High Street and two miles to the west of Birmingham City Centre.

Tenancy Information

The majority of flats are let on Assured Shorthold Tenancies as follows:

344 Gillott Road:

Flat One: £510 pcm

Flat Two: £420 pcm

Flat Three: £475 pcm

Flat Four: £440 pcm

Flat Five: £490 pcm

Current Rental Income: £2,335pcm (£28,020pa)

All tenants pay council tax, water, gas and electric

346 Gillott Road:

Flat One: Currently vacant and being marketed at £490pcm

Flat Two: £480pcm

Flat Three: £485pcm

Flat Four: Vacant - (previously let at £440pcm)

Flat Five: Vacant - (previously let at £490pcm)

Current Rental Income: £965pcm (£11,580 pa)

Estimated Potential Rental Income (when fully let): £2,385pcm (£28,620 pa).

Note: All tenants pay council tax, water and gas.

Electric is sub-metered and the tenants pay the landlord direct

Total Current Rental Income: £3,300pcm (£39,600pa)

Estimated Total Potential Rental Income (when fully let): £4,720pcm (£56,640 pa)

Accommodation

Communal Reception Hall with security door entry system

Ground Floor

Flat 1/344: Entrance Hall, Lounge, Kitchen, Double Bedroom, Bathroom inc. bath with shower, wash basin and wc

Flat 1/346: Reception Hall, Lounge, Kitchen, Double Bedroom, Bathroom inc. bath with shower, wash basin and wc

Flat 2/344: One Bedroom Flat (not inspected)

Flat 2/346: One Bedroom Flat (not inspected)

First Floor

Flat 3/344: Entrance Hall, Lounge, Double Bedroom, Kitchen, Bathroom inc. bath with shower, wash basin and wc

Flat 3/346: Two Bedroom Flat (not inspected)

Flat 4/344: Studio Flat (not inspected)

Flat 4/346: Hall, Bed/Living Room, Kitchen, Bathroom inc. bath, wash basin and wc

Second Floor

Flat 5/344: Reception Hall, Lounge/Dining Room, Kitchen, Double Bedroom, Bathroom inc. bath with shower, wash basin and wc

Flat 5/346: Hall, Lounge, Kitchen, Double Bedroom, Bathroom inc. bath, wash basin and wc

Outside:

Front: Tarmacadam forecourt providing off road car parking, pedestrian side access to rear

Rear: Garden

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

Freehold Investment - 10 Self-contained Flats - Income Circa £56,000pa (When Fully Let)
*Guide Price: £650,000 PLUS (+Fees)



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LOT 32
Freehold Vacant Three Bedroom House

*Guide Price: £165,000 - £175,000 (+Fees)

131 Moor End Lane, Birmingham, West Midlands B24 9DP
Property Description:

A three bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking and access to garage. The property benefits from having been refurbished to include UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and new carpets throughout. The property is located on Moor End Lane close to the junction with both Edwards Road and Berkswell Road.

Accommodation:
Ground Floor

Entrance Porch, Entrance Hallway, WC with washbasin, L-shaped Lounge, Kitchen/Diner and Utility Room, Stairs

First Floor

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

Outside:

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

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 33
Freehold Land with Residential Development Potential

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

By Instruction of Dudley Metropolitan Borough Council
Land 22/24 Wells Road, Brierley Hill, West Midlands DY5 3TD
Property Description:

A parcel of freehold land rectangular in shape extending to an area of 460sq.mtrs (0.1 acres) and previously containing a pair of semi detached houses, as evidenced on Google Street, which were demolished and cleared within the last ten years.

The land is situated directly fronting Wells Road, forming part of an established residential area and leads directly off Moor Street which in turn provides access to both Leys Road (B4180) and Brierley Hill High Street (A461). The Land is conveniently located within half a mile from Brierley Hill Town Centre and one mile from Merry Hill Shopping Centre.

Planning

We are advised by the seller; Dudley Metropolitan Borough Council that the site is considered suitable for residential development and that subject to design proposals, the provision of other supporting information and satisfaction of local policy requirements, that residential development may be acceptable in principle. All interested parties should discuss their proposals for the site with the local planning department at Dudley MBC prior to bidding.

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

Viewings:

External Only



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LOT 34

Freehold Redevelopment Land - Consent for Two Dwellings

*Guide Price: £60,000 - £70,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

Former Scout Hut, Douglass Road, Dudley, West Midlands DY2 8NE

Property Description:

A triangular shaped parcel of land extending to an area of 0.23 acres (937sq.mtrs) approximately and benefitting from outline planning consent for the erection of two dwellings. The site is situated adjacent to number 2 Douglas Road at the junction with Dando Road and contains a former Scout Hut of single storey brick construction currently in dilapidated condition.

The site is situated in a residential street but forms part of a mixed use area and Douglas Road leads off Paradise which in turn leads off Prospect Row and the property is conveniently within a quarter of a mile from Dudley Southern Bypass (A461) and approximately half a mile to the south of Dudley Town Centre.

Planning

Outline Planning Consent was granted by Dudley Metropolitan Borough Council (Ref: P17/I460), dated 24th January 2018 for the erection of Two Dwellings. The plan approved with the consent detailed a pair of semi detached houses with associated landscaping and car parking.

A copy of the planning consent and all associated documents are available for inspection on Dudley MBC website (dudley.gov.uk) or from the auctioneers. All interested parties should discuss any proposals for the site with the local planning department at Dudley MBC prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 35

Freehold Building Plot - Consent for a Two Bedroom Detached Bungalow

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

Land Adjoining, 1 Mallen Drive, Tividale, Oldbury, West Midlands B69 1LX

Property Description:

A parcel of land roughly rectangular in shape extending to an area of 283.52sq.mtrs (0.07 acres) and situated directly fronting Mallen Drive adjacent to number 1. The property forms part of a popular modern residential estate containing a range of detached and semi detached dwellings.

Mallen Drive leads off California Road and the site is within one quarter of a mile from New Birmingham Road (A4123) which provides commuting access to the M5 Motorway (junction 2), Birmingham, Dudley and Wolverhampton City Centre.

Planning

Planning consent was granted by Sandwell Metropolitan Borough Council on 23 May

2017 (Ref: DC/17/60392) for the erection of one x two bedroom bungalow. Architects' plans approved with the application proposed a detached bungalow having the following accommodation:

Ground Floor: Hall, Kitchen, Lounge/Dining Room, Two Bedrooms and Bathroom

Outside: Forecourt car parking area and surrounding gardens.

A copy of the Planning Consent and Architects' drawings are available for inspection from both the Auctioneers and from Sandwell MBC website.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only



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



LOT 36
Freehold Vacant Extended Detached House

*Guide Price: £305,000 - £325,000 (+Fees)

132 Hamstead Hall Road, Handsworth Wood, Birmingham, West Midlands, B20 1JB

Property Description:

An extended three bedroomed detached property of rendered brick construction surmounted by a tiled roof situated on a corner plot extending to a site area of approximately 791 sq.mtrs. The property has two driveways allowing for off road parking. The main building has been part refurbished to include electrical works, UPVC double glazing, plumbing for gas fired central heating and re-plastering. The extension has had first fix electrics, insulation installed and has passed Building regulation to date, however both parts require completion. The property occupies part of a sizable plot and may be suitable for further extension/redevelopment works subject to obtaining the correct planning permission from Birmingham City Council. The property is located on the corner of Hamstead Hall Road and Westover Road close to the junctions with Underwood Road and Vernon Avenue.

Accommodation
Ground Floor

Entrance Hallway, Through Lounge, Kitchen, L-shaped side and rear Extension, Stairs

First Floor

3 Bedrooms and Bathroom (no fitments)

Outside:

Front and side Driveway x 2 allowing for off road parking and side garden

Rear Large lawned garden

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 37

Leasehold Vacant Two Bedroom Flat

*Guide Price: £110,000 - £115,000 (+Fees)

4 The Greaves, Minworth, Sutton Coldfield, West Midlands B76 9DJ

Property Description:

A large two bedroomed ground floor flat forming part of a residential development known as The Greaves. The property benefits from having gas fired central heating, spacious accommodation including 2 bedrooms and large kitchen. The property is offered for sale in presentable condition, the property further benefits from having an allocated parking space located in the courtyard to the rear. The Greaves is located on Kingsbury Road (A4097) close to the junction with Wiggins Hill Road

Accommodation:

Ground Floor

Communal Entrance Hallway with secure door entry system

Flat 4

Having Entrance Hallway, Lounge, Bedroom 1 with en-suite shower room having double shower cubicle, wash basin and WC, Bedroom 2, Large Kitchen and Bathroom having panelled bath with shower over, wash basin and WC, Store x 2

Outside: Communal Gardens and allocated parking space

Leasehold Information

Term 125 years from 1 January 2001

Rent £150 (subject to review)

Service Charge Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 38
Freehold Mixed Use Investment/Redevelopment Opportunity

*Guide Price: £260,000 - £280,000 (+Fees)

1012 Stratford Road, and Land Rear of 1000-1024 Stratford Road, Hall Green, Birmingham, West Midlands, B28 8BJ

Property Description:

A mixed use investment/redevelopment opportunity comprising of a former car sales office two investment flats (both benefiting from UPVC double glazed windows), vehicular driveway to rear yard containing two workshops, freestanding garage and vacant land, the latter having the benefit of planning consent for the erection of a pair of three bedroom semi detached houses. The property forms part of a parade of terraced commercial and residential properties and is situated directly fronting Stratford Road (A34) approximately 100 metres to the east of the junction with Shaftmoor Lane.

Tenancy Information

1012 Stratford Road

Office: Vacant

Ground Floor Flat: Let on Assured Shorthold

Tenancy - Rental £425 per calendar month

First Floor Flat: Let on Assured Shorthold Tenancy - rental £450 per calendar month

Advertising Hoarding: £1,200 per annum

Rear Workshops/Land: Vacant

Current Total Rental Income: £11,700 p.a.
Accommodation:

1012 Stratford Road

Ground Floor Office: 21.43sq.mtrs (230sq.ft) with Aluminium Glazed Shop Front

Ground Floor Flat: Hall, Bedroom, Lounge, Shower Room with wc and wash basin, Kitchen.

First Floor Flat: Hall, Stairs and Landing, Lounge, Bedroom, Kitchen, Bathroom with bath, wash basin and wc.

Outside:

Paved forecourt providing off road parking and enclosed rear yard,

Workshops and land rear of 1000 - 1024 Stratford Road:

Gated vehicular driveway leading to rear,

Workshop One: 61.83sq.mtrs (665sq.ft) having two roller shutter doors providing vehicular access,
 Workshop Two: Not inspected: 61.83sq.mtrs (665sq.ft) with roller shutter door providing vehicular access

Brick built toilet with wc and wash basin, concrete yard area and hard standing providing vehicular car parking, freestanding garage and area of vacant land.

Planning

The Land to rear of 1000 - 1024 Stratford Road benefits from planning consent granted by Birmingham City Council (Ref: 2016/07614/PA), dated 4th November 2016, for outline planning consent for the demolition of existing commercial units and the erection of two residential dwellings (Use Class C3) including means of access and layout with all other matters (appearance, landscaping and scale) reserved. A copy of the planning consent is available on Birmingham City Council website or from the Auctioneers.

Legal Documents:

 Available at www.cottons.co.uk
Viewings: Via Cottons - 0121 2472233


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



LOT 39

Modern Two Bedroom Converted Flat

*Guide Price: £47,000 - £52,000 (+Fees)

Flat 8 Bridge Lofts, 3 Leicester Street, Walsall, West Midlands WS1 IPT

Property Description:

A modern well laid out second floor flat, forming part of a converted traditional built property located in the heart of Walsall Town Centre and within close proximity to a wide range of retail and leisure amenities and services.

The property benefits from security door entry system, two bedrooms, electric heating, double glazed windows and modern kitchen and bathroom fittings.

The property has previously been let out for the past 4 years at a rent of £460pcm.

Accommodation:

Ground Floor

Communal Entrance with Security Door Entry System, Stairs and Landing.

Second Floor

Reception Hall, Open Plan Lounge/Dining Room/Kitchen with attractive range of modern fitted units including a range of integrated appliances. Shower Room with glazed shower enclosure, wc and wash basin. Two Bedrooms.

Leasehold Information:

Term: 125 years from 1st April 2005

Ground Rent and Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 40**Freehold Vacant Mid Terraced House with Three Bedrooms**

*Guide Price: £90,000 - £100,000 (+Fees)

12 Chells Grove, Billesley, Birmingham, West Midlands B13 0NA**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 foregarden and benefiting from aluminium double glazed windows, gas fired central heating and conservatory but requiring modernisation and improvement.

Chells Grove comprises of a cul-de-sac which leads off Chinn Brook Road and which in turn leads off Yardley Wood Road. The property forms part of an established residential area and is conveniently located within three quarters of a mile from Yardley Wood railway Station and one and a half miles from Kings Heath Town Centre.

Accommodation**Ground Floor**

Entrance Hall, Lounge with pantry, Kitchen, Wet Room with shower, vanity wash basin, UPVC Double Glazed Conservatory, Separate Toilet with wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Walled foregarden, pedestrian entry access to rear

Rear: Patio and long lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233

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

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LOT 41

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

144 High Street/1A and 1B Market Street, Stourbridge, West Midlands, DY8 1DW



Property Description:

A substantial three storey building of brick construction directly fronting the pavement and situated in the heart of Stourbridge Town Centre. The building consists of a ground floor hair and beauty salon, mens barbers, first floor and second floor office/retail accommodation. The property is situated in the main retail area of Stourbridge Town Centre and situated close the recently constructed Crown Shopping Centre. The ground floor of the property is fully let producing a rental of £13,872 per annum, first and second floors are currently let however will be vacant upon completion, a full schedule of tenancies are detailed below

Schedule of Tenancies

Hair and Beauty Salon

Let on a Lease for a term of 30 Months expiring on the 31st August 2019 producing a rental of £583 pcm (£6,996 per annum)

Barber Shop

Let on a Lease for a term of 5 years from the 1st February 2018 producing a rental of £573 pcm (£6,876 per annum)

First Floor

Currently let producing a rental of £200 pcm however the unit will be vacant upon completion

Second Floor

Currently Let producing a rental of £200 pcm however the unit will be vacant upon completion

Accommodation:

Ground Floor

Hair and Beauty Salon

Main salon 13.61 sq.mtrs (146.49 sq.ft), Treatment Room 9.59 sq.mtrs (103.22 sq.ft), WC 1.47 sq.mtrs (15.82 sq.ft)

Mens Barbers

Salon 20.35 sq.mtrs (219.04 sq.ft), Store and WC 2.08 sq.mtrs (22.38 sq.ft)

First Floor

Irregular shaped main office area, maximum length 13.83mtrs, maximum width 3.59mtrs, WC 2.74 sq.mtrs (29.60 sq.ft), Kitchen 9.55 sq.mtrs (102.79 sq.ft).

Second Floor

Irregular shaped main office area, Maximum length 11.03mtrs by width maximum 2.86 mtrs, Front Office 10.34 sq.mtrs (111.29 sq.ft), Rear Office 12.3 sq.mtrs (132.39 sq.ft)

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

Viewings – Via Cottons – 0121 247 2233



LOT 42
Freehold Vacant Social Club and House with Redevelopment Potential

*Guide Price: £330,000 - £360,000 (+Fees)

Dordon Working Mans Club, 215 - 217 Long Street, Dordon, Nr. Tamworth, Warks, B78 1PZ

Property Description:

A prominently located Social Club of two-storey brick construction surmounted by a pitched tile clad roof having single storey extensions to the rear along with a separate three bedroom dwelling house (215 Long Street).

The property provides extensive accommodation including two main function rooms, ancillary accommodation including bars, private rooms, and storage/office accommodation to the first floors and loft areas and occupies a rectangular shaped plot extending to approximately 0.29 acres which includes a forecourt parking area

The property directly fronts Long Street forming part of the established village of Dordon and is conveniently located for access to to M42 motorway (junction 10), Business Parks at Birch Coppice, Kinsbury and Atherstone providing employment opportunities and a variety of surrounding towns including Polesworth, Atherstone and Tamworth.

Planning

The property may be suitable for redevelopment including residential conversion and all interested parties should consult with the planning department at North Warwickshire Borough Council prior to bidding to discuss their proposals.

Accommodation
215 Long Street
Ground Floor

Hallway, Two Reception Rooms, Kitchen, Pantry

First Floor

Three Double Bedrooms, Bathroom with Bath, Wash Basin and WC

Outside:

Front and rear gardens/yard areas

Dordon WMC, 217 Long Street
Ground Floor

Function Room One with Bar and Stage, Function Room Two with Bar opening to Function Room Three, Beer Cellar (Two Rooms), Store, Ladies and Gents Toilets, Private Room and Reception Areas.

First Floor

Stairs and Landing, Three Rooms

Second Floor

Stairs to Loft Storage (Two Rooms)

Outside:

Front: Forecourt providing off road parking, gated access to rear

Rear: Beer Garden and surrounding yard areas with additional cellar storage and boiler room.

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

Viewings: Via Cottons - 0121 2472233



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



LOT 43

Freehold Development Land (Planning for 2 x 4 Bed Detached Houses) *Guide Price: £155,000 - £165,000 (+Fees)

The Paddock Adjacent to, 6 St. Marys Close, Dudley, West Midlands DY3 1LD

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of 636.7 sq.mtrs (6864 sq.ft). The land has planning permission granted by Dudley Metropolitan Borough Council for the erection of 2 detached dwellings and dated the 16th August 2017. St. Marys Close is located off Gorge Road (A463)

Planning

Planning Consent was granted by Dudley Metropolitan Borough Council for the erection of 2 dwellings (Ref: P17/0345) and dated the 16th of August 2017. The plans approved for the planning consent detail 2 four bedroom detached properties a copy of the Architects plans are available to view

from the Council Web Page www.dudley.gov.uk and the Auctioneers office

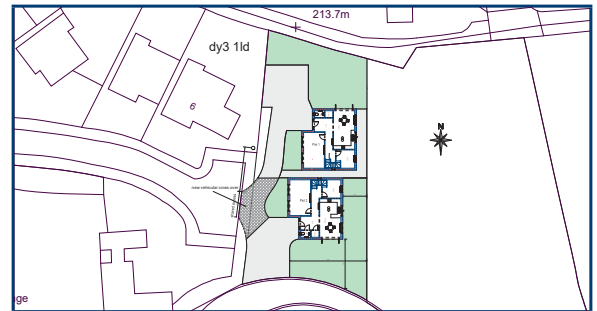
Proposed Accommodation Ground Floor

Entrance Hallway, WC, Lounge, Dining Kitchen and Office, Store and Stairs to

First Floor Having Bedroom 1 with en-suite shower room having shower cubicle, wash basin and WC, Bedrooms 3 to 4, Family Bathroom having panelled bath, shower cubicle, wash basin and WC

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

Viewings – External Only



LOT 44

Freehold Land extending to 420 sq.mtrs with Potential *Guide Price: £34,000 - £38,000 (+Fees)

Land At 3, Kingswood Terrace, Off Berkeley Road East, Hay Mills, Birmingham, B25 8NR

Property Description:

A parcel of L-shaped land extending to an area of 420sq.mtrs (4,500sq.ft) and currently used as a mature private garden. The land is accessed by a driveway situated between 56 & 58 Berkeley Road East which in turn leads to a path serving both the subject land and dwellings on Kingswood Terrace and Rowington Terrace. Berkeley Road East leads via Berkeley Road off Coventry Road (A45).

Planning

We are advised by the seller that the land

once contained residential dwellings which were demolished many years ago. We are unable to verify this information and all interested parties must satisfy themselves in respect of any previous use of the land and should contact the local planning department at Birmingham City Council prior to bidding to discuss the viability of any proposals which they may have for the land.

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

Viewings: Via Cottons - 0121 2472233



Access road to Kingswood Terrace between 56 & 58 Berkeley Road East



LOT 45
Freehold Vacant Detached House with Five Bedrooms

*Guide Price: £250,000 - PLUS (+Fees)

By Instruction of the Joint LPA Receivers
229 Tamworth Road, Kettlebrook, Tamworth, Staffordshire, B77 1BT

Property Description:

A substantially extended detached house of brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating, three reception rooms, five bedrooms and off road parking but requiring refurbishment and improvement throughout.

The property is set back from the road behind a forecourt parking area and forms part of a popular residential area containing a range of similar dwelling houses conveniently located within approximately one mile from both Tamworth Town Centre and Ventura Retail Park and within two and a half miles from The M42 Motorway (junction 10)

Accommodation:
Ground Floor

Reception Hall, Lounge, Inner Hallway to Reception Room Two, Reception Room Three with access to garden, Breakfast/Dining Room, Kitchen, Utility Room, Shower Room with walk-in shower, pedestal wash basin and wc

First Floor

Stairs and Landing, Four Double Bedrooms and One Single Bedroom, Bathroom with panelled bath, glazed shower enclosure, vanity wash basin and wc

Outside:

Front: Forecourt providing off road car parking, pedestrian side access to rear
Rear: Patio and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 46

Freehold Vacant Semi Detached House with Three Bedrooms

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

By Instruction of Dudley Metropolitan Borough Council

18 Holly Road, Dudley, West Midlands DY1 3BN

Property Description:

A semi detached house of two storey brick construction surmounted by a hipped tile clad roof, benefiting from three bedrooms but requiring extensive repair and refurbishment throughout. Holly Road leads off Highland Road (B4458) and the property is conveniently located within less than a mile to the north west of Dudley Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Bathroom with bath and wc, Lounge, Kitchen with pantry

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Foregarden set behind a mature privet hedge
Rear: Pedestrian side access to yard with integral store and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 47

Long Leasehold Investment Flat with Four Bed/Sitting Rooms

*Guide Price: £90,000 - £98,000 (+Fees)

Current Rental Income £20,800 per annum

3a Waterside, Evesham, Worcestershire WR11 1BS

Property Description:

A split level flat forming part of a two storey brick built mid terraced property having a restaurant to the ground floor and overlooking both the River Avon and Abbey Park. The property is accessed from a rear service yard and provides well laid out and extensive accommodation which includes a communal kitchen and four bed/sitting rooms benefiting from part UPVC double glazed windows and gas fired central heating. The property is situated within the Evesham Town Centre which is located approximately 30 miles south of Birmingham and 16 miles north of Cheltenham and is within approximately 11 miles from The M5 Motorway (junction 9).

Tenancy Information

The property contains four bed/sitting rooms all let on Assured Shorthold Tenancies at a rent of £100 per week each.

Total Rental Income: £20,800 per annum

Accommodation:

Ground Floor

Reception Hall, Stairs to Half Landing, Kitchen, Cloak Room with wc and wash basin

First Floor

Landing, Bed/Sitting Room One (double) with En-suite Cloakroom with wc and wash basin and separate glazed shower cubicle, Bed/Sitting Room Two (double) with glazed shower cubicle and wash basin, Bed/Sitting Room Three (large double) with glazed shower cubicle and wash basin, Bed/Sitting Room Four (double) with En-suite Shower Room having glazed shower cubicle, wash basin and wc

Outside:

Rear yard

Leasehold Information

Term: A new lease term of 125 years will be granted from the date of completion.

Ground Rent: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 48

Freehold Development Site (9 Apartments and 2x2 Bed Houses)

*Guide Price: £165,000 - £185,000 (+Fees)

Former Bridge Inn, 91 Station Road, Langley, West Midlands B69 4LU

Property Description:

A parcel of Freehold land, roughly rectangular in shape, extending to a total site area of approximately 0.25 acres (0.1 hectares) and is predominantly situated at the Junction of Underhill Street and located directly adjacent to the Titford Canal.

The land benefits from having planning consent granted by Sandwell Metropolitan Borough Council for the erection of 9 apartments and 2 x 2 bedroom houses.

The land forms part of a mixed commercial and residential area and is conveniently located within approximately one quarter of a miles distance from Langley Green Railway Station and one mile distance from Oldbury Town Centre.

The land is situated adjacent to a proposed development scheme comprising of 85 dwellings, located on the corner of Underhill Street and Station Road.

Planning:

Planning consent was granted by Sandwell Metropolitan Borough Council (Reference DC/15/57949) and dated 9th July 2015 for the proposed erection of 6no. one bed apartments, 3 studio apartments and 2no. two bedroom houses.

A copy of the planning consent and architects drawings are available for inspection from Sandwell Metropolitan Borough Council website, www.sandwell.gov.uk, and the Auctioneers offices.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External only.



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



LOT 49

Freehold Vacant Semi Detached House with Three Bedrooms

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

By Instruction of Dudley Metropolitan Borough Council

23 Deepdale Lane, Dudley, West Midlands DY3 2AQ

Property Description:

A semi detached house of two storey brick construction surmounted by a hipped slate clad roof, benefiting from UPVC double glazed windows, gas fired central heating, three bedrooms and large gardens but requiring modernisation and refurbishment throughout. Deepdale Lane leads off Jews Lane and the property is conveniently located within two miles to the north west of Dudley Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Through Lounge, Kitchen with Pantry, Bathroom with panelled bath, pedestal wash basin and wc, Rear Entrance Hall with Separate Toilet and walk in store

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Long lawned foregarden, pedestrian side access to rear

Rear: Yard, brick stores and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

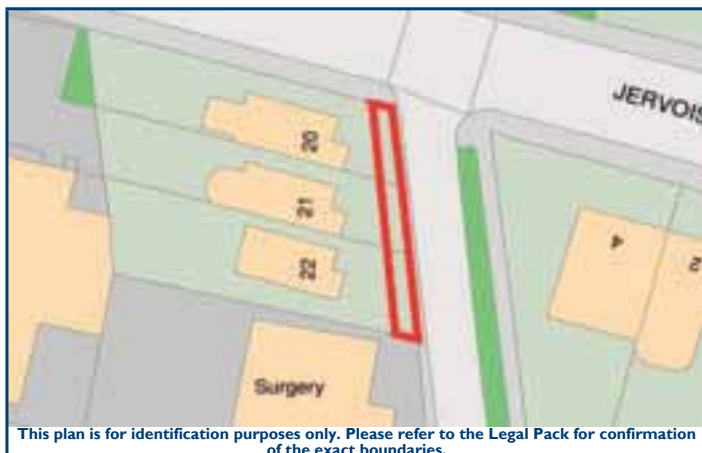


LOT 50

Freehold Land

*Guide Price: Nil Reserve (+Fees)

Land Fronting, Clifton Lane, West Bromwich, West Midlands B71 3AS



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

Property Description:

A strip of freehold land as detailed in Land Registry title document WM525450, fronting Clifton Lane and extending across the frontages of Numbers 20, 21 and 22 Clifton Lane. The land comprises of a section of driveway for each of the aforementioned dwelling houses. Clifton Lane leads off Jervois Lane which in turn leads off Walsall Road (A4031).

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

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LOT 51

Freehold Building Plot (Planning for one 3 bed Detached Dwelling)

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

Land Adj 2 Lydd Croft, Castle Vale, Birmingham, B35 6PP

Property Description:

A parcel of Freehold land, roughly rectangular in shape, and extending to an area of 204 sq m (2,196 sq ft) and benefitting from planning permission granted by Birmingham City Council for the erection of a detached house. Lydd Croft is set in an established residential area and located off Turnhouse Road which in turn is found of Baginton Road.

Planning:

Planning Consent was granted by Birmingham City Council, Reference 203/05687/PA, and dated 7th October 2013, for the erection of one no. detached dwelling house.

Proposed Accommodation:

The approved plans propose the following accommodation

Ground Floor

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

First Floor

3 Bedrooms and Bathroom having panel bath, shower cubicle, wash basin and wc

Outside

Front: Foregarden

Rear: Garden and rear driveway giving access to garage

A copy of the architect's plans are available to view from the Council's webpage, www.birmingham.gov.uk.

Important Note

The currently site currently contains a part built dwelling house. The seller has been instructed to dismantle this by Birmingham City Council as the building work is considered of inferior quality and does not comply with building regulations. The seller has commenced dismantling the property which in any event will be removed prior to completion. All materials capable of being salvaged will be taken down and stored on site and these will be included with the sale of the land

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



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



LOT 52

Freehold Part Investment/ Part Vacant Possession

*Guide Price: £115,000 - £125,000 (+Fees)

94 & 106 High Street, Wednesfield, Wolverhampton, West Midlands WV11 1SZ

Property Description:

A mid-terraced building comprising of a ground floor retail shop with Ancillary Storage to the first floor and a separate self-contained flat to the second floor. The property is located in the main retail area of Wednesfield High Street and situated adjacent to Boots and amongst such other multiple retailers as Lloyds Pharmacy, Bet Fred, Greggs, Barclays Bank and Nat West in addition there is an outdoor market along the High Street on Tuesdays, Wednesday, Fridays and Saturdays. The ground floor retail unit and first floor storage are currently vacant and benefits from a service area at the rear of the property. The second floor flat benefit from UPVC Double Glazing and Electric heating and is let producing a total rental of £4,800 per annum. A Schedule of Tenancies are detailed below. High Street is located off both Neachells Lane and Lichfield Road

Schedule of Tenancies

Ground Floor Retail Unit Currently vacant (the current owner has recently let a shop in the same parade at a rental of £10,800 per annum rising to £13,200 in year 3)

First Floor -

Ancillary Storage, please note the first floor storage in some of the other units in the parade have been converted into a flat.

Second Floor - Flat 106

Let on an Assured Shorthold Tenancy Agreement producing £400 per calendar month (£4,800 per annum).

Accommodation:

Ground Floor Retail Unit

Open plan retail unit measuring approximately 97.54sq.mtrs (1050 sq.ft) Kitchenette and WC

First Floor

47.09sq.mtrs (508 sq.ft) Ancillary Storage, please note the first floor storage in some of the other units in the parade have been converted into a flat.

Second Floor Flat

Accessed via rear stairwell, having Entrance Hallway, Lounge/Kitchen, Bedroom and Bathroom

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

Viewings: Via Cottons - 0121 247 2233



LOT 53

Freehold Vacant Cottage with Two Bedrooms

*Guide Price: £50,000 - PLUS (+Fees)

3 Coplow Cottages, Coplow Street, Ladywood, Birmingham, West Midlands B16 0DG

Property Description:

A two storey mid terraced cottage of brick construction, surmounted by a pitched tile clad roof, requiring complete modernisation and refurbishment throughout. The property is set back behind a walled foregarden and forms part of a small terrace of five similar properties located via a pedestrian walkway off Coplow Street.

Coplow Street leads off Northbrook Street which in turn leads off Dudley Road (A457) and the property is conveniently within one quarter of a mile from Dudley Road Hospital and approximately one mile to the west of Birmingham City Centre.

Accommodation

Ground Floor

Lounge, Inner Hall, Pantry/Cellarette, Kitchen

First Floor

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

Outside:

Front: Lawned foregarden
Rear: Small enclosed yard with store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 54

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

128, 130, 130A Darlaston Road, Wednesbury, West Midlands, WS10 7TA



Property Description:

A freehold investment opportunity comprising of 2 terraced properties of brick construction surmounted by a tiled roof directly fronting the pavement. 130 Darlaston Road comprises of a ground floor barber shop with first floor flat above and having separate access to the rear of the property, and 128 Darlaston Road is a hair and beauty salon to the ground and first floor. The property is located on the Darlaston Road (A462) in a small parade of similar units and being approximately half a miles distance from Darlaston Town Centre. The property is located close to the junctions with both Bridge Street and School Street. The property is fully let producing a total rental of £10,456 per annum a schedule of tenancies are detailed below

Schedule of Tenancies

130 Darlaston Road

Barber Shop

Let on a Lease for a term of 5 years from 16th May 2016 producing a rental of £368 pcm (£4,416 per annum)

130A Darlaston Road

Flat Above

Let on an Assured Shorthold Tenancy Agreement producing £200 pcm (£2,400 per annum)

128 Darlaston Road

Hair and Beauty Salon

Let on a Lease for a term of 5 years from 1st April 2016 producing a rental of £910 per quarter (£3,640 per annum)

Accommodation:

130 Darlaston Road

Barber Shop

Having salon area 17.37 mtr.sq, Inner Lobby 1.6 mtr.sq and WC with door to rear 2.01 mtr.sq

130A Darlaston Road

Flat

Accessed via the rear of the property having Lounge/bedroom, Kitchen and Shower Room having shower cubicle, wash basin and WC

128 Darlaston Road

Hair and Beauty Salon

Having main salon area 16.98 mtr.sq, Rear Salon 12.97 mtr.sq, WC, Stairs

First Floor

Treatment Room 13.13 mtr.sq

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Total Rental £10,456 per annum

LOT 55
Freehold Vacant Possession
 *Guide Price: £68,000 - £74,000 (+Fees)

1 Pleasant Street, Hill Top, West Bromwich, West Midlands B70 0RF
Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden and driveway allowing for off road parking. The property has been refurbished and includes UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and new carpets throughout. Pleasant Street is located off Castle Street which in turn is found off Tunnel Road

Accommodation:
Ground Floor:

Entrance Hallway, Lounge, Kitchen, Stairs to

First Floor:

Having 2 Bedrooms and Bathroom with panelled bath with shower over, wash basin and WC

Outside:

Front Paved foregarden and driveway allowing for off road parking

Rear Lawned and paved garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 56
Freehold Vacant Semi Detached House with Three Bedrooms
 *Guide Price: £60,000 - £67,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council
17 Meadow Road, Halesowen, West Midlands B62 8NJ
Property Description:

A semi detached house of two storey brick construction surmounted by a hipped replacement tile clad roof, benefiting from mostly UPVC double glazed windows and external doors, gas fired central heating, large gardens and three bedrooms but requiring refurbishment and modernisation throughout. Meadow Road comprises a cul-de-sac leading off Lloyds Road and the property is located approximately half a mile to the south of Black Heath Town Centre and one and a half miles north of Halesowen town centre.

Accommodation:
Ground Floor

Entrance Hall, Lounge, Breakfast Kitchen, Rear Entrance Hall

First Floor

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

Outside:

Front: Large lawned foregarden with access for parking, side access to:

Rear: Large rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 57

Freehold Vacant End Terraced House with Two Bedrooms

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

By Instruction of Dudley Metropolitan Borough Council

27 George Road, Halesowen, West Midlands B63 4DE

Property Description:

An end terraced house of two storey brick construction surmounted by a hipped tile clad roof, set back behind a lawned foregarden having two bedrooms and requiring complete repair and refurbishment throughout.

George Road forms part of an established residential area and leads directly off Stourbridge Road (A458) conveniently within approximately half a mile to the west of Halesowen Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Kitchen with Pantry, Rear Entrance Hall, Toilet with wc

First Floor

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

Outside:

Front: Foregarden set behind a mature privet hedge
Rear: Pedestrian side access, yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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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**

Cottons

CHARTERED SURVEYORS

MAILING LIST

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

THURSDAY 24th MAY 2018

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.

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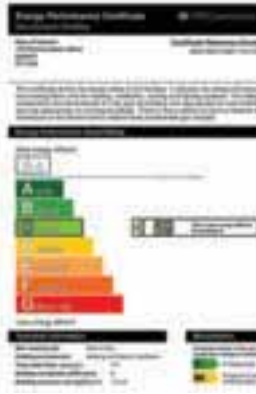



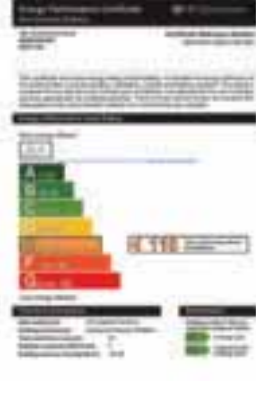
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LOT 11	LOT 12	LOT 27	LOT 28	LOT 38
	<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on</p> <p>09.03.2018</p> <p>This will be added to the Legal Pack and available on our website.</p>			
LOT 41	LOT 42	LOT 52	LOT 54	

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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.

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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.

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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

G4. Title and identity

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

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

(a) The **buyer** may raise no requisition 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

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

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

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