

18th SEPTEMBER 2018

Cottons

CHARTERED SURVEYORS

AUCTION

TUESDAY 18th SEPTEMBER 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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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)**
- **Card Payments**
 - Please note that we accept Visa and Mastercard
 - Personal Debit Cards
 - Personal Credit Cards are NOT accepted
 - Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
 - All Cards must be Chip & Pin enabled

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.

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.

16. Under the provisions of the general data protection regulations (GDPR), please review our privacy policy located on our website www.cottons.co.uk/contact/ if you require any clarification upon how we hold data.

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 55 LOTS

Order of Sale

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

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

1	14 SALISBURY RD, SMETHWICK, B66 3RU	Freehold Vacant House	45	37 LIMBERLOST CL, HANDSWORTH WD, B20 2NU	Leasehold Vacant Flat
2	6 OSBOURNE CLOSE, BIRMINGHAM, B6 5UL	Leasehold Flat Inv.	46	43 GREEN LANES, BILSTON, WV14 6BY	Freehold Vacant House
3	135A BUCKLANDS END LN, B'HAM, B34 6HX	Leasehold Flat Inv.	47	27 THE PADDOCK, COSELEY, WV14 8XZ	Freehold Vacant House
4	LAND WOLSELEY BANK, W'TON, WV10 9QS	Freehold Devel Land	48	53 CAMP LANE, KINGS NORTON, B38 8SL	Freehold Vacant House
5	27 TENTH STREET, PETERLEE, SR8 4NE	Freehold Vacant House	49	21 RED HOUSE PARK RD, GREAT BARR, B43 6ND	Freehold Vacant House
6	23 NEWLAND GROVE, DUDLEY, DY2 0TJ	Freehold Vacant House	50	81 BURNEY LANE, WARD END, B8 2AH	Freehold Vacant House
7	LAND UPPER CHURCH LN, TIPTON, DY4 9NB	Freehold Devel Land	51	GARAGE 5 YORK COURT, HARBORNE, B17 0HG	Freehold Garage
8	36 HIGH STREET, BROWNHILLS, WS8 6EL	Freehold Vacant Shop	52	THE SWAN INN, WATERS UPTON, TF6 6NP	Freehold Vacant Pub
9	LAND AT UNION PL, COVENTRY, CV6 6BT	Freehold Devel Land	53	41 MARKBY ROAD, BIRMINGHAM, B18 4PP	Freehold House Inv.
10	30 GROVE HILL RD, HANDSWORTH, B21 9PA	Freehold Inv: 3 Flats	54	61A PERRY PARK RD, ROWLEY REGIS, B65 0BT	Freehold Vacant Comm
11	1 MILL STREET, BRIERLEY HILL, DY5 2RG	Freehold Vacant Comm	55	86 DERRYDOWN RD, PERRY BARR, B42 1RT	Freehold Vacant House
12	9-11 CASTLE STREET, BILSTON, WV14 9DP	Freehold Vacant Comm			
13	MEDICAL CENTRE, PINKHAM, DY14 8QE	Freehold Vacant Comm			
14	LAND CLAYTON DRIVE, B'HAM B36 0AN	Freehold Land			
15	LAND BROCKINGTON HALL, HRI 3HX	Freehold Devel Land			
16	LAND BROCKINGTON HALL, HRI 3HX	Freehold Devel Land			
17	FGRS 344 SHARD END CRESCENT ETC.	Freehold Ground Rents			
18	FGRS 252 PERRY COMMON ROAD ETC	Freehold Ground Rents			
19	FGRS 38 SHARD END CRESCENT ETC	Freehold Ground Rents			
20	FGRS 99 OLD CROFT LANE ETC	Freehold Ground Rents			
21	FGRS 92 PADSTOW ROAD ETC.	Freehold Ground Rents			
22	FGRS 32 GOSPEL FARM ROAD, ETC.	Freehold Ground Rents			
23	FGRS 9 CHURCH CLOSE ETC.	Freehold Ground Rents			
24	FGRS 94 BALTIMORE ROAD ETC	Freehold Ground Rents			
25	FGRS 3 BUXTON ROAD ETC	Freehold Ground Rents			
26	FGRS 93 DOIDGE ROAD ETC.	Freehold Ground Rents			
27	FGRS 16 UXBRIDGE STREET ETC.	Freehold Ground Rents			
28	FGRS 2 KEATLEY AVENUE ETC.	Freehold Ground Rents			
29	FGRS 119 GEORGE ROAD ETC	Freehold Ground Rents			
30	FGRS 36, 38, 53 AND 54 JEPHSON DV, B'HAM	Freehold Ground Rents			
31	GROUND RENT, JACOBY PL, EDGBASTON B5	Headleasehold Inv.			
32	FGRS 2 -16 GARRICK CL, LICHFIELD, WS13 7DS	Freehold Ground Rents			
33	FGRS45, 45A, 83 HILLTOP RD, B'HAM B36 8JT	Freehold Ground Rents			
34	HOP POLE HOTEL, BROMYARD, HR7 4BP	Freehold Vacant Hotel			
35	31/31A ALCESTER RD SOUTH, B'HAM, B14 7JQ	Freehold Retail Inv.			
36	24 FAIRFAX DV, WEST HEATH, B'HAM, B31 3SQ	Freehold House Inv.			
37	LAND AT ELLIOTT ROAD, SELLY OAK, B29 6LS	Freehold Building Plot			
38	FLAT 1, CANNOCK RD, HEDNESFORD, WS12 4AE	Leasehold Flat Inv.			
39	FLAT 5, CANNOCK RD, HEDNESFORD, WS12 4AE	Leasehold Flat Inv.			
40	6A & 6B HOLT RD, HALESOWEN, B62 9HG	Freehold Inv: 2 Flats			
41	ALBION COURT, BRIERLEY HILL, DY5 4LD	Freehold Inv: 6 Flats			
42	LAND AT MOSS ROAD, TELFORD, TF2 7BL	Freehold Devel Land			
43	285 HARBORNE LANE, HARBORNE, B17 0NT	Freehold Residential Inv.			
44	238 GROVE LANE, HANDSWORTH, B20 2EY	Freehold Inv: 5 Flats			

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.) AssocRICS MNAEA

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)

CARD PAYMENTS

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

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

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

AUCTION ADMINISTRATION FEE

All buyers will be required to pay an Auction Administration Fee of £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 Mid-terraced House

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

14 Salisbury Road, Cape Hill, Smethwick, West Midlands B66 3RU

Property Description:

A traditional mid-terraced house of two storey brick construction surmounted by a pitched replacement tile clad roof set back behind a walled foregarden and benefitting from UPVC double glazed windows but requiring modernisation and improvement throughout. Salisbury Road forms part of an established residential area and leads directly off Cape Hill which contains a wide range of retail shops, amenities and services including the popular Windmill Shopping Centre.

Accommodation:

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Shower Room with shower, wash basin and WC

First Floor

Stairs and Landing, 2 Double Bedrooms

Outside:

Front Walled foregarden, Shared pedestrian entry access to the rear

Rear Enclosed yard, shared right of way and separate garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 2

Leasehold Investment

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

6 Osbourne Close, Birmingham, West Midlands B6 5UL

Property Description:

A ground floor flat situated in a purpose-built block of brick construction, surmounted by a tiled roof.

The property is set back from the road behind communal gardens to the front and allocated parking to the rear. The property benefits from having UPVC double glazing and electric heating.

The property is currently let on an Assured Shorthold Tenancy Agreement from 28th October 2017 for 12 months, producing a rental of £147 per week (£7,644 per annum). We have been advised by the current landlord that the tenants do wish to extend their current tenancy for a further term.

Leasehold Information

Term 120 years from 1983 (85 Years Remaining)

Ground Floor

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

Outside:

Front: Communal gardens.

Rear: Allocated parking space.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LEGAL PACKS

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

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

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

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

LOT 3

Leasehold Maisonette Investment with Two Bedrooms

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

135A Bucklands End Lane, Birmingham, West Midlands B34 6HX

Property Description:

A ground floor maisonette providing well laid out accommodation which includes two bedrooms, off road parking space and long rear garden and benefits from gas fired central heating and UPVC double glazed windows.

Bucklands End Lane forms part of an established residential area and runs directly between Hodge Hill Road and Stechford Road (B4147) and is conveniently within approximately 1 mile from both the M6 Motorway (Jct. 5) and the Fox & Goose Shopping Centre located at Hodge Hill.

Tenancy Information:

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

Accommodation:

Ground Floor

Entrance Hall, Kitchen with range of fitted units, Lounge, Bedroom 1 (Double), Bedroom 2 (Single), Bathroom with bath having shower attachment, pedestal wash basin, WC

Outside:

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

Rear Patio and long partly lawned rear garden

Leasehold Information

Term: 99 years (less 1 day) from 25th March 1937

Ground Rent: £3.50 per annum.

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

Card Payments

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

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

LOT 4
Freehold Building Plot and Land
 *Guide Price: £44,000 - £48,000 (+Fees)

Land at Wolseley Bank, Wolverhampton, West Midlands, WV10 9QS

Property Description:

An irregular shaped parcel of land extending to approximately 0.32 acres (3170.36 mtr.sq) which includes estate access roads, communal grassed areas and a building plot. The building plot benefits from having planning permission granted by Wolverhampton City Council for the erection of 1 four bedroom detached house. Development has commenced with the build having passed Building Regulations for the footings and foundation level. Wolseley Bank is located off Wolseley Gate which in turn is found off Park Lane the land is within approximately a mile and a half distance from Wolverhampton City Centre

Planning

Planning Consent was granted by Wolverhampton City Council for the erection of 1 four bedroom detached house (Ref 18/00747/FUL) and dated the 24th of July 2018. The plans approved for the Planning Consent Detail are for a 4 bedroom detached house with the following accommodation:

Ground Floor

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

First Floor

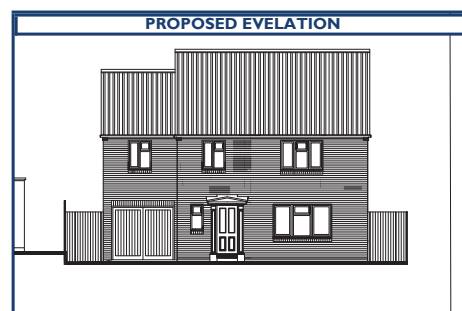
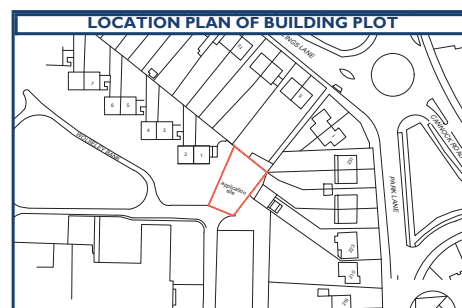
4 Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside

Garage and front and rear gardens

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

Viewings – Via Cottons – 0121 247 2233



LOT 5

Freehold Vacant Possession
*Guide Price: £13,000 - £17,000 (+Fees)

27 Tenth Street, Peterlee, County Durham SR8 4NE

Property Description:

A two bedroomed mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property has suffered from fire and smoke damage to the ground floor and requires some modernisation and improvement. Tenth Street is located off both Warren Street which in turn is found of Coast Road (A1086)

Accommodation:

Please Note

The Auctioneers have been unable to inspect the property however we understand from the Seller that the accommodation comprises:

Ground Floor

Lounge, Dining Room, Kitchen and Bathroom

First Floor

Two Bedrooms

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 6

Freehold Vacant Mid Terraced House with Three Bedrooms
*Guide Price: £85,000 - £95,000 (+Fees)

23 Newland Grove, Dudley, West Midlands DY2 0TJ

Property Description:

A mid terraced house of rendered brick construction surmounted by a pitched tile clad roof, set back behind a walled foregarden, benefiting from UPVC double glazed windows, gas fired central heating and three bedrooms. Newland Grove forms part of an established residential area and leads off Hall Church Road which leads directly off Stourbridge Road (A461) at the junction with Highgate Road (A4036) and the property is conveniently within half a mile from Russells Hall Hospital and approximately one mile from both Dudley Town Centre and Merry Hill Shopping Centre.

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front: Walled foregarden, pedestrian entry access to rear

Rear: Garden

Viewings: Via Cottons - 0121 247 2233

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



Taylor's



LOT 7

Freehold Land

*Guide Price: £10,000 - £15,000 (+Fees)

Land to the East Side of Upper Church Lane, Tipton, West Midlands DY4 9NB

Property Description:

A parcel of Freehold land roughly rectangular in shape and extending to a total site area of approximately 110 sq.mtrs (1190 sq.ft) the land is situated fronting Upper Church Lane and may be suitable for a variety of uses. The current owner has had a scheme drawn up for a bungalow (available to view in the Legal Pack) however these have not been submitted to the Council for approval therefore all interested parties must satisfy themselves in full with any proposals they may have with Sandwell Council prior to bidding.

The land is situated in Upper Church Lane close to the junctions with St.Johns Road and Salter Road

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 site boundaries

LOT 8

Freehold Vacant Town Centre Retail Unit

*Guide Price: £87,000 - £95,000 (+Fees)

36 High Street, Brownhills, Walsall, West Midlands WS8 6EL

Property Description:

A mid terraced retail unit comprising of a ground floor retail shop with first floor storage accommodation previously occupied by Thomas Cook Travel Agents, prominently situated directly fronting High Street and forming part of a busy retail parade containing a variety of retail units including Greggs, Boots Opticians, Shoe Zone and Paddy Power Bookmakers.

The property provides well laid out accommodation and benefits from roller shutter protection, air conditioning and security and fire alarm systems.

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

Accommodation:

Ground Floor

Retail Shop: 72.65sq.mtrs (782sq.ft) with two Office/Storage rooms

First Floor

19.95sq.mtrs (214sq.ft) with Internal Stairs to Staff Room/Office with Kitchenette and Two WCs

Outside:

Rear entrance accessed via a shared service road

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 9

Freehold Building Plot (Planning for Two Houses)

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

Land at Union Place (off Sydnall Road), Longford, Coventry, West Midlands CV6 6BW

Property Description:

A parcel of Freehold land, roughly rectangular in shape, and extending to an area of 0.15 acres (607 sq m).

The plot is situated within a predominantly residential area. It is located between residential dwellings, which are situated to the east and west of the site and to the north and south by community uses.

The land is situated directly fronting Union Place being a non-adopted highway, which leads off Sydnall Road, adjacent to Coventry Canal and which in turn leads off Bedworth Road.

The land is conveniently within approximately one mile distance from the M6 Motorway (Junction 3) and approximately three miles to the north of Coventry City Centre.

Planning:

Outline Planning Consent was granted by Coventry City Council (Ref OUT/2017/2879 and dated the 12th of April 2018) for the erection of 2 residential dwellings. The plans approved for the planning consent detail are for two detached houses with the following accommodation:

Proposed Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen, WC, Stairs,

First Floor

Landing, 3 Bedrooms and Bathroom

Second Floor

Bedroom 4

Outside:

Parking to the front and lawned gardens to the rear

A copy of the Architects plans are available to view from Coventry City Council's web page www.coventry.gov.uk

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.

Cottons
CHARTERED SURVEYORS

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

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

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

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

LOT 10
Freehold Investment Opportunity (Three Self Contained Flats)

*Guide Price: £160,000 - £170,000 (+Fees)

30 Grove Hill Road, Handsworth, Birmingham, West Midlands, B21 9PA

Property Description:

An extended three storey semi-detached property of brick construction surmounted by a pitched tile roof set back from the road behind a block paved forecourt providing off road parking. The property has been formally converted following a planning consent dated 8th July 2008 (Ref:N/02509/08/FUL) to provide three separate self contained flats providing presentable and well laid out accommodation. All three flats are separately metered and benefit from UPVC double glazed windows and gas fired central heating. Grove Hill Road comprises a cul-de-sac located off Grove Lane close to the junction with Oxhill Road (A4040).

Tenancy Information:

Flats 1 and 2 are currently let on Assured Shorthold tenancies and Flat 3 is currently vacant as follows:

Flat 1: - Rent - £450 pcm (£5,400 per annum)

Flat 2: - Rent - £450 pcm (£5,400 per annum)

Flat 3: - Currently Vacant

Total Current Rental Income: £10,800 p.a.

Total Rental Income (when fully let): £15,000 per annum approx.

Accommodation:

Ground Floor: Communal Entrance Hall

Flat 1

Lounge/Dining Room, Kitchen, Two Bedrooms, Two Shower Rooms with wash basin and WC, Cellar.

First Floor: Stairs to

Flat 2

Kitchen, Lounge, Bedroom, Bathroom with panelled bath, wash basin and WC.

Second Floor: Stairs to

Flat 3

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

Outside:

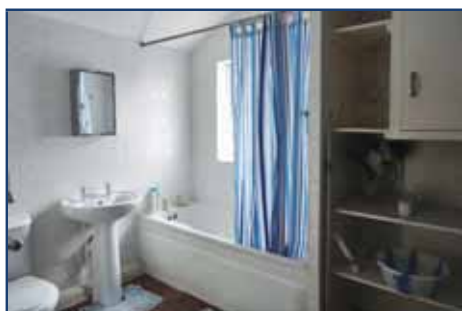
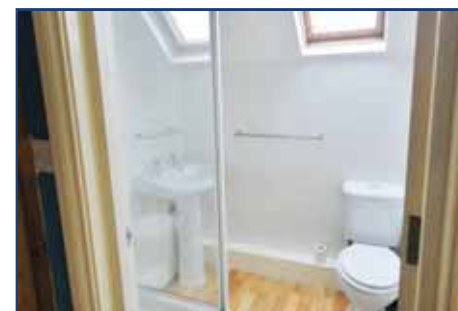
Front Walled forecourt providing off road parking

Rear Patio area and lawned garden

Legal Documents –

Available at www.cottons.co.uk

Viewings Via Cottons – 0121 247 2233



LOT II

1 Mill Street, Brierley Hill, West Midlands DY5 2RG



Property Description:

An attractive investment property comprising an established banqueting suite and five investment flats prominently situated fronting Mill Street with return frontage along Cottage Street and centrally located within Brierley Hill surrounded by a densely populated catchment area.

The property is predominantly three storey of traditional brick construction under part pitched/part flat roofs, in addition benefits from ancillary basement accommodation and staff car parking to the rear.

Brierley Hill is a small town, situated approximately two and a half miles south of central Dudley and two miles north of Stourbridge. Merry Hill Shopping Centre and Lye Railway Station are both in close proximity.

Planning

Planning consent was granted by Dudley Council (Reference P12/0134) on 17th April 2012 for the conversion of the first and second floor accommodation to five separate self contained flats.

Tenancy Information:

Ground Floor (Banqueting Suite): Currently Vacant

We are advised by the seller that the premises were previously let out for £36,000 per annum.

First/Second Floor (Flat Accommodation):

All flats are let on Assured Shorthold Tenancies

Flat 1 - £450.00 pcm

Flat 2 - Vacant

Flat 3 - £465.00 pcm

Flat 4 - Vacant

Flat 5 - £510.00 pcm

Current Total Income - £1,425 per calendar month (£17,100 per annum)

**Potential Total Income (When Fully Let) -
£65,100 per annum**

Accommodation

Basement:

Store Area: 99.72 sq m (1,073 sq ft)

Ground Floor

Restaurant/Banqueting Suite: 253.67 sq m (2,731 sq ft)

Kitchen/Preparation Room: 62.24 sq m (670 sq ft)
Gents/Ladies Toilets.

Total Net Internal Area: 315.91 sq m (3,804 sq ft)

Flat Accommodation (Note: Only Flat I has been inspected by the auctioneers)

Separate access from Cottage Street to the upper floors is at the rear of the Banqueting Suite.

Flat 1: Living Room, Kitchen, Bathroom, Bedroom.

Flat 2: Living Room, Kitchen, Bathroom, Bedroom One, Bedroom Two.

Flat 3: Living Room, Kitchen, Bathroom, Bedroom.

Flat 4: Living Room, Kitchen, Bathroom, Bedroom.
Flat 5: Living Room, Kitchen, Bathroom, Bedroom
 One, Bedroom Two.

Outside:

Service Yard/Car Parking with four car parking spaces

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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

Freehold Vacant Banqueting Suite with Five Investment Flats
*Guide Price: £370,000-£390,000 (+Fees)



LOT 12

Freehold Vacant Retail Unit with Flat above

*Guide Price: £130,000 - £150,000 (+Fees)

9-11 Castle Street, Bilston, West Midlands, WV14 9DP



Property Description:

A substantial property of part rendered brick construction surmounted by a tiled roof directly fronting the pavement. The property consists of two retail units that have been merged to provide one substantial unit previously trading as a butchers and a first floor accessed via the rear of the property providing separate self contained living accommodation. The property occupies a site area of approximately 268 sq.mtrs (2880 sq.ft) the property is offered for sale in a presentable condition and the flat benefits from having UPVC double glazing, gas fired central heating and further benefits from having a secure yard area to the rear with vehicular access. The property is situated in the main retail area of Coseley and Castle Street is located off Green Street and Mason Street the latter being found off Birmingham New Road (A4123)

Accommodation:

Ground Floor

Retail area 44 sq.mtrs (474 sq.ft), Kitchen 7.11 sq.mtrs (76 sq.ft),

Preparation Room 14.71 sq.mtrs (158 sq.ft), Internal Corridor 6.03 sq.mtrs (65 sq.ft), Internal Freezers 11.95 sq.mtrs (129 sq.ft)

First Floor Flat

Lounge, Dining Kitchen, 2 Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside:

Rear Store Room 13.41 sq.mtrs (144 sq.ft), Small Store, Outside WC and further Store, Secure access to flat. Secure gated yard with vehicular access off School Street West

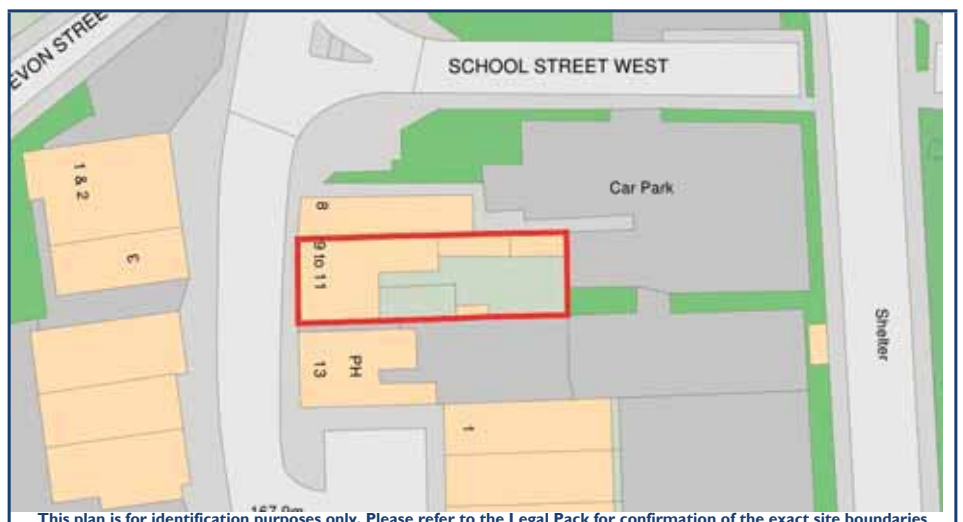
Legal Documents:

Available at www.cottons.co.uk



Viewings:

Via Cottons – 0121 247 2233



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

LOT 13
Freehold Vacant Medical Centre
 *Guide Price: £225,000 - £245,000 (+Fees)

Medical Centre Pinkham Lane, Cleobury Mortimer, Kidderminster, Worcestershire, DY14 8QE

Property Description:

A part single part two storey building of brick construction surmounted by a hipped tile clad roof set back from the road behind a tarmac covered car park allowing for off road parking for numerous vehicles. The property has previously been used as a Medical Centre and is situated on 0.16 acres and located in the Town of Cleobury Mortimer. The property benefits from having double glazed windows and electric heating and consists of 8 consulting rooms, large waiting and reception area with ground floor WC's, 3 offices/ consulting rooms to the first floor. The property may be suitable for a variety of uses or potential redevelopment, the current owner has devised a scheme that potentially may house 4 residential developments, this has not been submitted to the Council for approval and all interested parties must satisfy themselves in full with Shropshire Council regarding any proposals they may have prior to bidding. Pinkham Lane is located off Station Road (A4117)

Viewings Via Cottons – 0121 247 2233

Accommodation:
Ground Floor

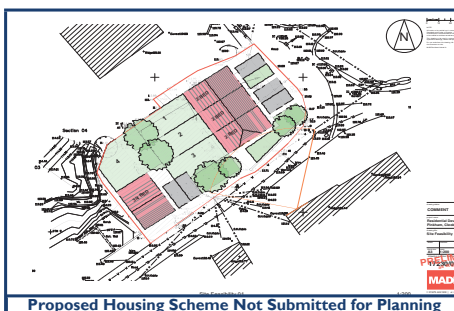
Entrance Porch, Reception and Waiting Area 43.01 sq.mtrs (463 sq.ft), Consultation Room 1, 10.47 sq.mtrs (112 sq.ft), Male and Female WC's, Consultation Room 2, 10.23 sq.mtrs (110 sq.ft), Consultation Room 3, 18.17 sq.mtrs (195 sq.ft), Consultation Room 4, 12.26 sq.mtrs (132 sq.ft), Store 6.38 sq.mtrs (68 sq.ft), Consultation Room 5, 9.0 sq.mtrs (103 sq.ft), Consultation Room 6, 9.90 sq.mtrs (106 sq.ft), Additional Room 3.50 sq.mtrs (38 sq.ft), Consultation Room 7, 13.41 sq.mtrs (144 sq.ft), Consultation Room 8, 12.69 sq.mtrs (136 sq.ft), Store Room x 2, Stairs,

First Floor

Office 1, 15.58 sq.mtrs (168 sq.ft), Office 2, 25.39 sq.mtrs (273 sq.ft), Office 3 8.38 sq.mtrs (90 sq.ft), WC

Outside: Large tarmac covered car park for numerous vehicles

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



LOT 14

Freehold Land with Vacant Possession

*Guide Price: £25,000 - £30,000 (+Fees)

Land at Corner of Clayton Drive and Chester Road, Castle Bromwich, Birmingham, B36 0AN

Property Description:

A Freehold piece of land, currently consisting of landscaped verge, located in a well-regarded residential area, sited at the north eastern corner of Clayton Drive and Chester Road.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External only.

The land has a site area of 0.07 acres (277.9 sq m).

The site has no significant contours and is grassed and planted.

The land may have potential for development, subject to statutory consents. The land may also be of value to adjacent or adjoining owners or occupiers.



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

LOT 15

Freehold Potential Redevelopment Land

*Guide Price: £175,000 - £195,000 (+Fees)

Land Adj to Brockington Hall Golf Club, Bodenham, Hereford, Herefordshire HRI 3HX

Property Description:

A roughly rectangular shaped parcel of land extending to approximately 0.66 acres (2676 sq.mtrs). The site is situated in a rural location adjacent to Brockington Hall Golf Club and Tea Rooms and within walking distance to Bodenham Village Centre. The Land is also adjacent to a recently constructed exclusive village development known as England's Field consisting of forty 3, 4 and 5 bedroom homes. Brockington Hall is located off the A417.

Planning

Planning Permission was refused by Herefordshire District Council (Ref 174285 and 174286) and dated 20th June 2018 for a Proposed development of three residential dwellings on garden land. The plans detail 3 four bedroom detached properties. The current owners have been in discussions with a chartered Town Planner regarding an appeal and received a positive response. A copy of the Planning applications, drawings and response to enquiries are available to view on the Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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



LOT 16
Freehold Re-Development Land (Planning for 5 Holiday Lodges)

*Guide Price: £125,000 - £150,000 (+Fees)

**The Old Orchard Adj to Brockington Hall Golf Club, Bodenham, Hereford, Herefordshire
HRI 3HX**
Property Description:

A roughly rectangular shaped parcel of land extending to approximately 0.18 acres (1776 sq.mtrs) and benefiting from Planning Permission for 5 new holiday lodges and bike store. The site is situated in a rural location adjacent to Brockington Hall Gold Club and Tea Rooms and within walking distance to Bodenham Village Centre. Brockington Hall is located off the A417. Development has commenced on site with the foundations in part having been laid and inspected by the appointed building inspector

Planning

Planning Permission was granted by Herefordshire District Council (RefDCNC2006/0966/F) and dated 14th June 2006 for 5 new holiday lodges and bike store. A copy of the Planning Consent and all associated documents are available for inspection on Herefordshire District Council's website or from the Auctioneers

Legal Documents:

Available at www.cottons.co.uk


Viewings:

Via Cottons – 0121 247 2233



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


--- Legal Documents Online ---


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

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

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

LOT 17

A Portfolio of Two Freehold Ground Rents in Birmingham & Bromsgrove

*Guide Price: £12,500 - £13,500 (+Fees)

Freehold Ground Rents at 344 Shard End Crescent, Shard End, Birmingham, B34 7RG & 23 Springs Avenue, Catshill, Bromsgrove, B61 0NU

Property Description:

A portfolio of two freehold ground rents as follows:

344 Shard End Crescent, Shard End, Birmingham, B34 7RG:

A mid terraced house located in an established residential area approximately five miles to the east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

23 Springs Avenue, Catshill, Bromsgrove, B61 0NU:

A mid town house located on an established residential estate approximately two miles to the north of Bromsgrove Town Centre and subject to a long lease for a term of 99 years from 29th September 1964 (approx. 46 years unexpired) at a ground rent is £25 per annum. The lease also includes a separate lock up garage at an additional ground rent of £24 per annum and resulting in a total Ground Rent Income of £49 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



23 SPRINGS AVENUE, BROMSGROVE, B61 0NU



344 SHARD END CRESCENT, BIRMINGHAM, B34 7RG

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

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

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

**See us at
today's
auction**

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

Call us on 01249 652 939

Email info@dmifinance.com

Or Visit www.dmifinance.com

dmi independent experts
in **property finance**

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

See us on LinkedIn and Twitter



LOT 18
A Portfolio of Three Freehold Ground Rents in Birmingham & Bromsgrove

*Guide Price: £11,500 - £12,500 (+Fees)

Freehold Ground Rents at 252 Perry Common Rd, Erdington, B23 7AU, & 30 & 32 Moorsom Way, Bromsgrove, B60 3SH
Property Description:

A portfolio of three freehold ground rents as follows:

252 Perry Common Road, Erdington, Birmingham B23 7AU:

An end terraced house located in an established residential area approximately four miles to the north of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

30 Moorsom Way, Bromsgrove, B60 3SH:

A modern one bedroom town house located on a residential estate within two miles to the south of Bromsgrove town centre and subject to a long lease for a term of 99 years from 29th December 1988 at a current ground rent of £75 per annum rising to £100 per annum in 2038 and £125 per annum in 2063 for the remainder of the term.

32 Moorsom Way, Bromsgrove, B60 3SH:

A modern one bedroom town house located on a residential estate within two miles to the south of Bromsgrove town centre and subject to a long lease for a term of 99 years from 29th December 1988 at a current ground rent of £75 per annum rising to £100 per annum in 2038 and £125 per annum in 2063 for the remainder of the term.

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

Not Applicable



252 PERRY COMMON ROAD, BIRMINGHAM, B23 7AU



32 MOORSOM WAY, BROMSGROVE, B60 3SH



30 MOORSOM WAY, BROMSGROVE, B60 3SH

LOT 19
A Portfolio of Two Freehold Ground Rents in Birmingham & Bromsgrove

*Guide Price: £10,000 - £11,000 (+Fees)

Freehold Ground Rents at 38 Shard End Crescent, Shard End B34 7AB, & 42 Moorsom Way, Bromsgrove, B60 3SH
Property Description:

A portfolio of two freehold ground rents as follows:

38 Shard End Crescent, Shard End, Birmingham, B34 7AB:

An end terraced house located in an established residential area approximately five miles to the east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

42 Moorsom Way, Bromsgrove, B60 3SH:

An extended modern end terraced town house located on a residential estate within two miles to the south of Bromsgrove town centre and subject to a long lease for a term of 99 years from 29th December 1988 at a current ground rent of £75 per annum rising to £100 per annum in 2038 and £125 per annum in 2063 for the remainder of the term.

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

Not Applicable



38 SHARD END CRESCENT, BIRMINGHAM, B34 7AB



42 MOORSOM WAY, BROMSGROVE, B60 3SH

LOT 20

A Portfolio of Two Freehold Ground Rents in Birmingham

*Guide Price: £13,000 - £15,000 (+Fees)

Freehold Ground Rents at 99 Old Croft Lane, Shard End, B34 7BY & 173 Outmore Road, Yardley, B33 0UP

Property Description:

A portfolio of two freehold ground rents as follows:

99 Old Croft Lane, Shard End, Birmingham, B34 7BY:

An mid terraced house located in an established residential area approximately five miles to the east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

173 Outmore Road, Yardley, Birmingham B33 0UP:

An end terraced house located in an established residential area approximately four miles to the east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



173 OUTMORE ROAD, YARDLEY B33 0UP



99 OLD CROFT LANE, SHARD END B34 7BY

LOT 21

A Portfolio of Two Freehold Ground Rents in Birmingham

*Guide Price: £13,000 - £15,000 (+Fees)

Freehold Ground Rents at 92 Padstow Road, Erdington B24 0NG, & 6 Regal Croft, Bromford Bridge, Stechford, B36 8TA

Property Description:

A portfolio of two freehold ground rents as follows:

92 Padstow Road, Erdington, Birmingham, B24 0NG:

A traditional semi detached house located in an established residential area approximately four miles to the north of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

6 Regal Croft, Bromford Bridge, Birmingham, B36 8TA:

An end terraced house located in an established residential area approximately four miles to the north east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



6 REGAL CROFT, BROMFORD BRIDGE, STECHFORD, B36 8TA



92 PADSTOW ROAD, ERDINGTON B24 0NG

LOT 22

A Portfolio of Two Freehold Ground Rents in Birmingham & Wallsend.

*Guide Price: £11,000 - £12,500 (+Fees)

Freehold Ground Rents at 32 Gospel Farm Road, Birmingham, B27 7JN, & 7 Baildon Close, Wallsend, Tyne & Wear, NE28 9DL

Property Description:

A portfolio of two freehold ground rents as follows:

32 Gospel Farm Road, Acocks Green, Birmingham, B27 7JN:

An mid terraced house located in an established residential area approximately four miles to the south east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1988 at a current ground rent of £250 per annum rising to £500 per annum in 2028, £1,000 per annum in 2048 and £2,000 in 2068 for the remainder of the term.

7 Baildon Close, Wallsend, Tyne and Wear, NE28 9DL:

A mid town house located in the established residential area of Battle Hill approximately four miles to the north east of Newcastle Upon Tyne city centre and subject to a long lease for a term of 99 years from 30th September 1969 (approx. 51 years unexpired) at a ground rent is £20 per annum. Note: The image for 7 Baildon Close has been obtained online.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



7 BAILDON CLOSE, WALLSEND, TYNE AND WEAR, NE28 9DL



32 GOSPEL FARM ROAD, BIRMINGHAM, B27 7JN

LOT 23

A Portfolio of Three Freehold Ground Rents in Birmingham

*Guide Price: £19,500 - £22,500 (+Fees)

Freehold Ground Rents at 9 Church Close, Kingshurst B37 6HA, 27 Cossington Road, Erdington B23 5EL, & 81 Laburnum Avenue, Kingshurst, Birmingham, B37 6AN

Property Description:

A portfolio of three freehold ground rents as follows:

9 Church Close, Kingshurst, Birmingham, B37 6HA:

An mid terraced house located in an established residential area approximately six miles to the east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

27 Cossington Road, Erdington, Birmingham, B23 5EL:

An semi detached house located in an established residential area approximately four miles to the north of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

81 Laburnum Avenue, Kingshurst, Birmingham, B37 6AN:

An end terraced house located in an established residential area approximately six miles to the east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



81 LABURNUM AVENUE, KINGSHURST B37 6AN



9 CHURCH CLOSE, KINGSHURST B37 6HA



27 COSSINGTON ROAD, ERDINGTON B23 5EL

LOT 24

A Portfolio of Three Freehold Ground Rents in Birmingham

*Guide Price: £19,500 - £22,500 (+Fees)

Freehold Ground Rents at 94 Baltimore Road, Great Barr, B42 1QN, 28 Bridgeford Road, Shard End, B34 6RD, & 1 Cornfield Croft, Chelmsley Wood, Birmingham, B37 6TP

Property Description:

A portfolio of three freehold ground rents as follows:

94 Baltimore Road, Great Barr, Birmingham B42 1QN:

An mid terraced house located in an established residential area approximately four miles to the north of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

28 Bridgeford Road, Shard End, Birmingham, B34 6RD:

An mid terraced house located on an established residential estate approximately four miles to the north east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

1 Cornfield Croft, Chelmsley Wood, Birmingham, B37 6TP:

An mid terraced house located on an established residential estate approximately six miles to the east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



94 BALTIMORE ROAD, GREAT BARR B42 1QN



1 CORNFIELD CROFT, CHELMSLEY WOOD B37 6TP



28 BRIDGEFORD ROAD, SHARD END B34 6RD

LOT 25

A Portfolio of Two Freehold Ground Rents in Birmingham

*Guide Price: £16,000 - £18,000 (+Fees)

Freehold Ground Rents at 3 Buxton Road, Erdington B23 5HN, & 44 Chilvers Grove, Kingshurst, Birmingham, B37 6EJ

Property Description:

A portfolio of two freehold ground rents as follows:

3 Buxton Road, Erdington B23 5HN:

An end terraced house located in an established residential area approximately four miles to the north of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1986 at a current ground rent of £250 per annum rising to £500 per annum in 2026, £1000 per annum in 2046 and £2,000 in 2066 for the remainder of the term.

44 Chilvers Grove, Kingshurst, B37 6EJ:

An mid terraced house located in an established residential area approximately six miles to the east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1986 at a current ground rent of £250 per annum rising to £500 per annum in 2026, £1000 per annum in 2046 and £2,000 in 2066 for the remainder of the term.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



44 CHILVERS GROVE, KINGSBURST B37 6EJ



3 BUXTON ROAD, ERDINGTON B23 5HN

LOT 26
A Portfolio of Two Freehold Ground Rents in Birmingham

*Guide Price: £14,500 - £16,500 (+Fees)

Freehold Ground Rents at 93 Doidge Road, Erdington B23 7SQ, & 44 Milverton Road, Erdington, Birmingham, B23 6ES
Property Description:

A portfolio of two freehold ground rents as follows:

93 Doidge Road, Erdington B23 7SQ:

An mid terraced house located in an established residential area approximately four miles to the north of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1986 at a current ground rent of £250 per annum rising to £500 per annum in 2026, £1000 per annum in 2046 and £2,000 in 2066 for the remainder of the term.

44 Milverton Road, Erdington, B23 6ES:

An mid terraced house located in an established residential area approximately four miles to the north of Birmingham City centre and subject to a long lease for a term of 99 years from 1st November 1985 at a current ground rent of £200 per annum rising to £400 per annum in 2025, £800 per annum in 2045 and £1,600 in 2065 for the remainder of the term.

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

Not Applicable



44 MILVERTON ROAD, ERDINGTON B23 6ES



93 DOIDGE ROAD, ERDINGTON B23 7SQ

LOT 27
A Portfolio of Three Freehold Ground Rents in Birmingham & Halesowen

*Guide Price: £23,000 - £26,000 (+Fees)

Freehold Ground Rents at 16 Uxbridge Street, Newtown B19 3XH, 69 Tresham Road, Great Barr B44 9UA, & 140 Malt Mill Lane, Halesowen, B62 8JA
Property Description:

A portfolio of three freehold ground rents as follows:

16 Uxbridge Street, Newtown, Birmingham B19 3XH:

An mid terraced house located in an established residential area approximately one mile to the north of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1987 at a current ground rent of £250 per annum rising to £500 per annum in 2027, £1,000 per annum in 2047 and £2,000 in 2067 for the remainder of the term.

69 Tresham Road, Great Barr, Birmingham B44 9UA:

An semi detached house located in an established residential area approximately four miles to the north of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1987 at a current ground rent of £250 per annum rising to £500 per annum in 2027, £1,000 per annum in 2047 and £2,000 in 2067 for the remainder of the term.

140 Malt Mill Lane, Halesowen, B62 8JA

An mid terraced house located in an established residential area approximately five miles to the west of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1987 at a current ground rent of £250 per annum rising to £500 per annum in 2027, £1,000 per annum in 2047 and £2,000 in 2067 for the remainder of the term.

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

Not Applicable



69 TRESHAM ROAD, GREAT BARR B44 9UA



16 UXBRIDGE STREET, NEWTOWN B19 3XH



140 MALT MILL LANE, HALESOWEN B62 8JA

LOT 28

A Portfolio of Three Freehold Ground Rents in Birmingham

*Guide Price: £23,000 - £26,000 (+Fees)

Freehold Ground Rents at 2 Keatley Avenue, Tile Cross B33 0DE, 16 Horne Way, Kingshurst B34 7SW, & 158 Gipsy Lane, Erdington, B23 7SU

Property Description:

A portfolio of three freehold ground rents as follows:

2 Keatley Avenue, Tile Cross, Birmingham, B33 0DE:

An semi detached house located in an established residential area approximately five miles to the east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1987 at a current ground rent of £250 per annum rising to £500 per annum in 2027, £1,000 per annum in 2047 and £2,000 in 2067 for the remainder of the term.

16 Horne Way, Kingshurst, Birmingham, B34 7SW:

An mid terraced house located on an established residential estate approximately five miles to the east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1988 at a current ground rent of £250 per annum rising to £500 per annum in 2028, £1,000 per annum in 2048 and £2,000 in 2068 for the remainder of the term.

158 Gipsy Lane, Erdington, Birmingham, B23 7SU:

An end terraced house located in an established residential area approximately four miles to the north of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1987 at a current ground rent of £250 per annum rising to £500 per annum in 2027, £1,000 per annum in 2047 and £2,000 in 2067 for the remainder of the term.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



2 KEATLEY AVENUE, TILE CROSS B33 0DE



158 GIPSY LANE, ERDINGTON B23 7SU



16 HORNE WAY, KINGSBURST B34 7SW

LOT 29

A Portfolio of Two Freehold Ground Rents in Birmingham

*Guide Price: £15,500 - £17,500 (+Fees)

Freehold Ground Rents at 119 George Road, Erdington B23 7SH, & 112 Freasley Road, Shard End, B34 7QL

Property Description:

A portfolio of two freehold ground rents as follows:

119 George Road, Erdington, Birmingham, B23 7SH:

An mid terraced house located in an established residential area approximately three miles to the north of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1988 at a current ground rent of £250 per annum rising to £500 per annum in 2028, £1,000 per annum in 2048 and £2,000 in 2068 for the remainder of the term.

112 Freasley Road, Shard End, Birmingham, B34 7QL:

An mid terraced house located on an established residential estate approximately five miles to the east of Birmingham City centre and subject to a long lease for a term of 99 years from 1st May 1987 at a current ground rent of £250 per annum rising to £500 per annum in 2027, £1,000 per annum in 2047 and £2,000 in 2067 for the remainder of the term.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



112 FREASLEY ROAD, SHARD END B34 7QL



119 GEORGE ROAD, ERDINGTON B23 7SH

LOT 30
Freehold Ground Rent Investment Opportunity

*Guide Price: £26,000 - £32,000 (+Fees)

Freehold Ground Rents 36, 38, 53 and 54 Jephson Drive, Sheldon, Birmingham, West Midlands B26 2HW
Property Description:

A portfolio of freehold ground rents secured upon four traditional semi detached houses located in a cul-de-sac known as Jephson Drive which in turn is located off Garretts Green Lane and forms part of an established residential area.

Each property is subject to a long lease for a term of 99 years from 29th September 1958 (39 Years Unexpired) at a ground rent of £12.50 per annum each.

Total Ground Rent Income: £50 per annum

Viewings:

Not Applicable

Legal Documents:

Available at www.cottons.co.uk



36 JEPHSON DRIVE



54 JEPHSON DRIVE



53 JEPHSON DRIVE



38 JEPHSON DRIVE

Want to know a secret?

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

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

1

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

2

We provide a free appraisal of your finance options

3

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

Get in touch today for a fast response to your requirements

Call us on **01249 652 939**

Email info@dmifinance.com

Or Visit www.dmifinance.com

dmi the auction finance **specialist**

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

See us at today's auction

See us on LinkedIn and Twitter



LOT 31

Headleasehold Residential Ground Rent Investment

*Guide Price: £7,500 - £9,000 (+Fees)

Flats 1 to 105 (inclusive) Jacoby Place, Priory Road, Edgbaston, Birmingham, B5 7UN/ B5 7UW

Property Description:

The Head-Leasehold residential ground rent investment secured on a select development of 105 apartments in Edgbaston, Birmingham at the corner of Bristol Road and Priory Road.

The site is located approximately two miles south of Birmingham City Centre in a predominantly residential area, close to Birmingham University and Queen Elizabeth Hospital, as well as Edgbaston Cricket Ground.

The site has been developed to provide a modern, purpose-built residential scheme, providing 105 flats in 18 separate blocks of 3 storey construction, surrounded by landscaped gardens, with blocks of garages within the grounds.

We are instructed to offer the Head-Leasehold interest in this site. The Head-Leaseholder covenants to deliver management and administrative services to the under-lessees. Accordingly, the under-leases provide for the under-lessees to discharge Managing Agents fees and accountants fees associated with the delivery of Property Management Services and production of Service Charge Accounts.

The annual profit rent is modest and reduces periodically, when individual under-lessees extend their leases. However, the fact the head-leaseholder is in control of the delivery of Property Management Services renders the investment attractive to property investors who are also associated or aligned with a residential property manager, able to offer a range of professional property services.

Title Information/Tenure Details

The property offered comprises a Head-Leasehold interest, granted for a term of 99 years commencing 29th September 1972, subject to an escalating annual ground rent and currently set at £4,800.84.

There are a series of under-leases and we are informed by current managing agent that the current annual ground rent collected from the under-lessees is £5,065.84

The annual profit rent accruing to the Headlessor is therefore currently £265

By the nature of this investment, the annual ground rent receivable will reduce as individual under-lessees extend their leases.



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

Interested parties should therefore establish the up-to-date position by reference to the legal pack.

It is important that prospective purchasers instruct their legal advisers and surveyors to review the headlease and legal documentation carefully, so that they have a clear understanding of the nature of this investment.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable



Cottons

CHARTERED SURVEYORS

OFFERS

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

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

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

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

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

LOT 32
Freehold Ground Rent Investment Secured on Eight Flats with Garages

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

Freehold Ground Rent Investment, Flats, 2 - 16, Garrick Close, Lichfield, Staffs WS13 7DS
Property Description:

A valuable freehold ground rent investment secured on eight purpose built flats contained within a two storey development prominently situated at the junction of Garrick Close and Garrick Road and set within well maintained lawned gardens. We understand each flat has two bedrooms and in addition, each flat benefits from a lock up garage located in a garage yard to the southern section of Garrick Close. Each flat is subject to a long lease as follows:

Flat Number	Term of Lease	Annual Ground Rent
2	19.9.2014 to 28.9.2153	Peppercorn
4	23.1.2008 to 28.9.2153	£50 rising in 2038 to £100, rising in 2068 to £150, rising in 2098 to £200, rising in 2128 to £250 for the remainder of the term
6	99 Years from 29.9.1964	£15 per annum
8	99 Years from 29.9.1964	£15 per annum
10	99 Years from 29.9.1964	£15 per annum
12	22.1.2014 to 29.9.2153	£50 rising in 2038 to £100, rising in 2068 to £150, rising in 2098 to £200, rising in 2128 to £250 for the remainder of the term
14	99 Years from 29.9.1964	£15 per annum
16	12.2.2004 to 28.9.2153	£50 rising in 2038 to £100, rising in 2068 to £150, rising in 2098 to £200, rising in 2128 to £250 for the remainder of the term

Note: Notices under section 5 and 5b of the landlord and tenant act 1987 have been served on all lessees a copy of which will be contained in the legal pack

Legal Documents:

Available at

www.cottons.co.uk
Viewings:

Not Applicable


Harveys
 of MERE GREEN

LOT 33
Freehold Residential Ground Rents and Land

*Guide Price: £5,000 - £6,000 (+Fees)

Freehold Ground Rents, 45, 45a & 83 Hilltop Drive, Hodge Hill, Birmingham, B36 8JT/ B36 8JU
Property Description:

Three Freehold Residential Ground Rent Investments secured on modern properties, located in Hodge Hill, along with potentially valuable land and estate roadways.

Each plot is developed to provide a modern bungalow or house of traditional brick and tile construction.

The property also includes a parcel of land, which may have some latent potential and which, in any event, may be capable of releasing "marriage value" if merged with adjacent or adjoining land-holdings.

Interested parties should refer to the Legal Pack in order to identify the land.

Lease Details:
45 and 45a Hilltop Drive:

A pair of semi-detached bungalows, subject to a ground lease for a term of 999 years, commencing 25th December 1973 at an annual Ground Rent of £6.66.

83 Hilltop Drive:

A semi-detached house subject to a 99 year ground lease, commencing 24th June 1967, at an annual Ground Rent of £25.00.

The remaining parts of this lot, in the form of the estate roadways and land, are offered with vacant possession.

Legal Documents:

 Available at www.cottons.co.uk
Viewings: External only.


83 HILLTOP DRIVE

LOT 34

Freehold Vacant Hotel Premises with Redevelopment Potential

*Guide Price: £250,000 - £280,000 (+Fees)

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



Property Description:

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

Planning:

The current owner has submitted a pre-application advice request along with preliminary drawings to Herefordshire Council regarding the change of use and conversion of the Hop Pole to form 9 residential apartments with two of the ground floor apartments having storage facilities in the cellar beneath and the three second floor apartments having attic space above them. They have received a positive response and a copy of the correspondence is available to view on the Legal Pack.

Accommodation:

Ground Floor

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

Cellar Access comprising of Four Rooms totalling 67.94sq.mtrs (731sq.ft)

Inner Hall with Store Cupboard, Kitchen: 12.97sq.mtrs (139sq.ft)

Wash-up Room: 7.21sq.mtrs (77sq.ft)

First Floor

Stairs and Landing with Laundry Cupboard, Bedroom One (Double), Dining/Function Room: 50.72sq.mtrs (545sq.ft) with Bar and Kitchenette, Private Staff Quarters comprising Hallway, Double Bedroom, Lounge, Bathroom with bath, wash basin and wc

Second Floor

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

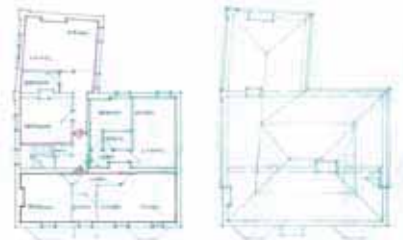
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Proposed Plans, Second Floor & Roof Space



Proposed Plans, Ground & First Floor



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



LOT 35

Freehold Investment - Retail Shop & Flat - Income £34,400 p.a.
 *Guide Price: £275,000 - £300,000 (+ 20% VAT on Retail part only) (+Fees)

31 & 31A Alcester Road South, Kings Heath, Birmingham, B14 7JQ


Property Description:

A substantial three storey end of terrace property providing a ground floor lock-up shop currently used as a clothes shop and generously proportioned living accommodation on the upper floors. The property forms part of the Alcester Road in Kings Heath's main shopping area which provides a wide range of amenities and services serving a diverse residential catchment. The property is located at the southern end of Kings Heath High Street where nearby occupiers include JD Wetherspoon, William Hill, Sainsbury's and Boots Opticians. The building is of substantial solid brickwork construction, part cement rendered with a pitched tile roof.

Tenancy Details

Ground Floor Shop: The shop is let on a monthly letting agreement from the 2nd September 2016 at £2,166.66 per calendar month (£26,000 per annum). It is understood that the existing tenant may wish to take out a long term formal lease.

First Floor Flat: The flat is let on an Assured Shorthold Tenancy for 6 months from the 17th July 2018, at £700 per calendar month (£8,400 per annum).

Total Rental Income: £34,400 per annum.

Accommodation:
Ground Floor

Shop Premises: 111.48 sq.mtrs (1,200 sq.ft.) inc. Retail Area, Rear Storage Area, Kitchen, WC and Office/Store Room.

First Floor

Flat 31A: Hall, Living Room, Bathroom, Kitchen and Second Bathroom.

Second Floor

Landing, Two Bedrooms (One with En-Suite Bathroom).

Outside: Yard


Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

VAT: The retail shop has been elected for VAT and will be proportionately charged at the current rate of 20% on 65% of the purchase price only.



**Pre-approved
decisions.
In the room.
In minutes.**

Our lowest ever
monthly rate from

0.49%*

When you spot a property you just can't resist, it pays to know exactly what you can afford to bid. Get a free pre-approval decision online, over the phone or even in the auction room.

**Call 0333 4553 994 or visit
togetherness.com/preapproval**

*Other fees and charges apply and are variable based on the loan amount.
0.49% pm is applicable for the first 6 months of the loan. Standard construction only. Any property used as security, including your home, may be repossessed if you do not keep up on repayments on a mortgage or any other debt secured on it.

together.

LOT 36

Freehold Investment Mid Terraced House

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

24 Fairfax Drive, West Heath, Birmingham, West Midlands B31 3SQ

Property Description:

A modern mid-terraced property of brick construction surmounted by a tiled roof and located in a gated private development known on Fairfax Drive. The property benefits from having UPVC double glazing and gas fired central heating. The development in Fairfax Drive was constructed in 2006 and is located off Fairfax Road close to the junction with Edgehill Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £650 pcm (£7,800 per annum)

Accommodation:

Ground Floor

Entrance Hallway, Kitchen, Lounge, WC, Stairs

First Floor

Landing, 2 Double Bedrooms and Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Front Allocated parking space

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 37

Freehold Development Land

*Guide Price: £40,000 - £50,000 (+Fees)

Land at, Elliott Road, Selly Oak, Birmingham, B29 6LS

Property Description:

A parcel of land, roughly rectangular in shape, extending to an area of 119.03 sq m (0.01 acres) and situated on the corner of Elliott Road and Gleave Road, adjacent to number 4 Gleave Road.

Elliott Road leads off Bristol Road and the site is within one quarter of a mile from Selly Oak Train Station, which provide commuting access to Birmingham City Centre.

Planning

A combined planning application including the subject land and 2 other parcels located on Elliott Road was approved by Birmingham City Council on 25th October 2012 (Ref: 2012/02402/PA) for residential development of each parcel of land.



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



The planning approval consented the development of one end terrace 2 bedroom dwelling house. We are advised by the acting architects Brophy Riaz that the combined planning consent was activated by the commencement of foundation works on one of the other sites which was approved by building control.

The architects advise that these works constitute the implementation of the planning consent for each site. All interested parties must contact the planning department at Birmingham City Council and make their own enquiries to satisfy themselves as to the accuracy of this information

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

Viewings: External Only

LOT 38

Leasehold Investment

*Guide Price: £38,000 - £42,000 (+Fees)

Flat 1, 437 Cannock Road, Hednesford, Cannock, Staffordshire WS12 4AE

Property Description:

A first floor flat contained in a brick built development directly fronting the pavement. The flat benefits from having UPVC double glazing and gas fired central heating. The property is located close to the junction with Green Heath Road and within walking distance of Hednesford Town Centre and Hednesford Train Station providing a direct link to Birmingham City Centre. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £430 per calendar month (£5,160 per annum).

Accommodation:

Ground Floor

Entrance Hallway to Flats, Stairs

First Floor

Flat 1 - Lounge, Kitchen, Bedroom and Bathroom having panel bath with shower over, wash basin and WC

Outside Rear Communal parking area and yard with vehicular access to the side,

Leasehold Information

Term A new 125 year lease will be granted upon completion

Rent £50 per annum

Service Charge Refer to legal pack

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

Viewings: Via Cottons – 0121 247 223



LOT 39

Leasehold Investment

*Guide Price: £38,000 - £42,000 (+Fees)

Flat 5, 437 Cannock Road, Hednesford, Cannock, Staffordshire WS12 4AE

Property Description:

A Second floor flat contained in a brick built development directly fronting the pavement. The flat benefits from having UPVC double glazing and electric heating. The property is located close to the junction with Green Heath Road and within walking distance of Hednesford Town Centre and Hednesford Train Station providing a direct link to Birmingham City Centre. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £400 per calendar month (£4,800 per annum).

Accommodation:

Ground Floor

Entrance Hallway to Flats, Stairs

Second Floor

Flat 5 - Lounge, Kitchen, Bedroom and Shower room having shower cubicle, wash basin and WC

Outside Rear Communal parking area and yard with vehicular access to the side

Leasehold Information

Term A new 125 year lease will be granted upon completion

Rent £50 per annum

Service Charge Refer to legal pack

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

Viewings: Via Cottons – 0121 247 223



LOT 40
Freehold Investment (2 Self Contained Flats)

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

6A and 6B Holt Road, Halesowen, West Midlands B62 9HG
Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled and paved foregarden. The property benefits from having been formally converted to provide 2 separate self contained flats. The property benefits from having a single storey extension to the rear and both flats benefit from having UPVC double glazing and gas fired central heating. Holt Road is located off Nimmings Road and Masters Lane. Both the flats are let at £450 pcm each providing a total rental of £900 pcm (£10,800 per annum)

Accommodation:
Ground Floor
Flat 6b

Approached through a shared side access, Reception Area, Lounge, Kitchen, Bedroom and Bathroom having panelled bath with shower over, wash basin and WC

Flat 6a

Entrance with UPVC entrance door from the roadside to Reception Room/ Bedroom, stairs to

First Floor

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

Outside:

Front Wall and paved foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233


Cottons
 CHARTERED SURVEYORS

PROXY & TELEPHONE BIDDING

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

Please contact the Auction Team on
 0121 247 2233

For further details and Terms & Conditions

LOT 41

Albion Court, 71 Commonside, Brierley Hill, West Midlands DY5 4LD



Property Description:

A substantial property of brick construction surmounted by an hipped tile clad roof set back from the road behind a walled foregarden and parking area for numerous vehicles to the rear. The property has formerly been converted to provide 6 self contained flats all the flats are separately metered and benefit from having UPVC double glazing and electric heating along with communal parking area to the rear. The property is situated at the junction with Commonside and Broad Street, Commonside is located off High Street (A4101) and the property is within approximately a quarter of a miles distance from Russell Hall Hospital. The property is fully let producing a rental of £27,900 per annum a schedule of tenancies is detailed below

Schedule of Tenancies

Flat 1

Let at £375 pcm (£4,500 per annum)

Flat 2

Let at £350 pcm (£4,200 per annum)

Flat 3

Let at £450 pcm (£5,400 per annum)

Flat 4

Let at £400 pcm (£4,800 per annum)

Flat 5

Let at £375 pcm (£4,500 per annum)

Flat 6

Let at £375 pcm (£4,500 per annum)

Total Rental Income

£2,325 pcm (£27,900 per annum)

Accommodation

Ground Floor

Flat 1

Entrance Hallway, Open Plan Kitchen/Lounge, Shower Room having shower cubicle, wash basin and WC, Bedroom

Flat 2

Entrance Hallway, Open Plan Kitchen/Lounge, Shower Room having shower cubicle, wash basin and WC, Bedroom

Flat 3

Open Plan Kitchen/Lounge, Shower Room with shower cubicle, wash basin and WC, Bedroom 1 and Box Room

First Floor

Flat 4

Entrance Hallway, Lounge, Kitchen, Bedroom and Shower Room having shower cubicle, wash basin and WC

Flat 5

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

Flat 6

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

Outside:

Front Walled foregarden

Rear Communal parking area

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

Viewings: Via Cottons – 0121 247 2233



Freehold Investment (6 Self Contained Flats)
*Guide Price: £265,000 - £285,000 (+Fees)



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



LOT 42

Freehold Residential Development Site (21 Apartments & 3 Dwellings) *Guide Price: £400,000 - £430,000 (+Fees)

Residential Development Site, Moss Road, Wrockwardine Wood, Telford, Shropshire, TF2 7BL



Property Description:

A Freehold development site, irregular in shape and extending to an area of approximately 0.84 acres and fronting both Moss Road and Rookery Road.

The site forms part of a popular and predominantly residential area, located approximately two miles north of Telford. The site is also within walking distance of Wrockwardine Wood and has good access links to the nearby M54 Motorway Network along with the benefits from the existing infrastructure associated with the adjacent developments such as local bus routes, shops and amenities.

Planning

Planning consent was granted by Telford and Wrekin Council, Reference TWC/2016/0125 and dated 7th October 2016 for the erection of 21 Apartments and 3 dwellings with associated parking and access. The plans approved for the planning consent detailed a development comprising of two blocks of flats and one block of 3 townhouses.



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

Proposed Accommodation:

The approved plans propose the following accommodation

12 x 1 Bedroom Flats

Lounge, Kitchen, Bedroom and Bathroom.

9 x 2 Bedroom Flats

Lounge, Kitchen, Two Bedrooms and Bathroom.

3 x Townhouses

Ground Floor

Entrance Hallway, Lounge, Dining Kitchen, wc, Stairs.

First Floor

Two Bedrooms and Bathroom with panel bath, wash basin and wc.

Outside:

Communal gardens and allocated parking area.

A copy of the planning consent and architect's drawings are available for inspection from Telford and Wrekin Council's website, www.telford.gov.uk and the Auctioneers Offices.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Proposed Street View

LOT 43

Freehold Investment Opportunity - Five Flats producing £30,852 p.a.
 *Guide Price: £280,000 - £300,000 (+Fees)

285 Harborne Lane, Harborne, Birmingham, West Midlands, B17 0NT


Property Description:

A valuable residential investment opportunity comprising a two-storey, semi-detached property of brick construction with pitched tiled roof, informally converted in 2008 to provide five separate flats each with presentable well-planned accommodation. The property is in well-maintained condition and benefits from UPVC double-glazed windows, shared gas-fired central heating, modern kitchen and shower room fittings and generous rear garden. Each flat is separately registered for Council Tax and Water Rates and electricity is supplied from the landlord by separate sub-meters to each unit. The property is situated in the popular and well regarded area of Harborne, fronting Harborne Lane and in an ideal position to attract a wealth of tenants with the Queen Elizabeth Hospital being within half a mile, Birmingham University within one mile and Birmingham City Centre within two and a half miles.

Tenancy Information

All flats are let on Assured Shorthold Tenancies at the following rentals:

Flat 1: £554 p.c.m.

Flat 2: £449 p.c.m.

Flat 3: £456 p.c.m.

Flat 4: £433 p.c.m.

Flat 5: £679 p.c.m.

Total rental Income: £2,571 p.c.m. (£30,852 per annum).

Accommodation

Ground Floor: Shared Entrance Hall

Flat 1: Hall, Shower Room with wc and wash basin, Living Kitchen and large Studio Bedroom.

Flat 2: Bed/Living Room, Dining Kitchen, Shower Room with wc and wash basin.

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

First Floor: Stairs and Landing.

Flat 4: Entrance Hall, Bathroom with bath having shower over, wash basin and wc, Bed/Living Room/Kitchen.

Flat 5: Lounge, Shower Room with wc and wash basin, Two Bedrooms and Kitchen.

Outside:

Front: Foregarden, pedestrian side access to

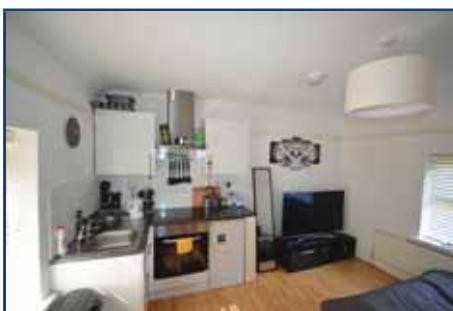
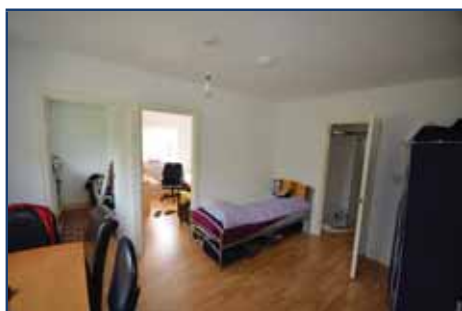
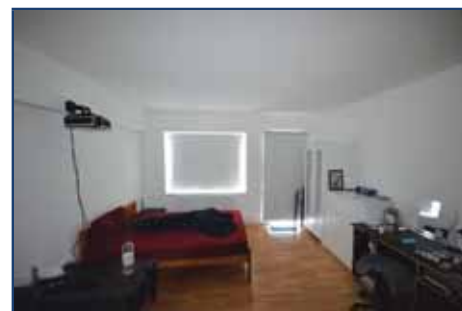
Rear: Communal lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 44

238 Grove Lane, Handsworth, Birmingham, West Midlands B20 2EY



Property Description:

A substantial mixed use investment opportunity of brick construction surmounted by a tiled roof set back from the road behind a hardstanding forecourt allowing for off road parking. The property comprises of a hairdressers, gymnasium/sauna and 3 self contained flats. The hairdressers, gymnasium and sauna will be offered for sale with vacant possession however the 3 self contained flats are currently let producing a rental of £18,000 per annum, a schedule of tenancies are detailed below. The property is offered for sale in a presentable condition and benefits from having UPVC double glazing and gas fired central heating. The property is located on Grove Lane close to the Junction with Church Lane (A4040).

Schedule of Tenancies

Lower Ground Floor

Gymnasium and Sauna - Vacant Possession

Ground Floor

Hairdressers - Vacant Possession

Flat C -

Accessed via the rear of the property and let on an Assured Shorthold Tenancy Agreement producing £450 pcm (£5,400 per annum)

First Floor

Flat A

Let on an Assured Shorthold Tenancy Agreement producing £550 pcm (£6,600 per annum)

Second Floor

Flat B

Let on an Assured Shorthold Tenancy Agreement producing £500 pcm (£6,000 per annum)

Accommodation

Ground Floor

Hairdressers:

Salon area 36.51 sq.mtrs (393 sq.ft), Kitchen 5.87 sq.mtrs (63 sq.ft), WC with wash basin.

Flat C:

Accessed via the rear of the property having Lounge/Bedroom, Kitchen, Shower Room and Separate WC and wash basin

Lower Ground Floor

Having Gymnasium 40.88 sq.mtrs (440 sq.ft), Sauna 3.06 sq.mtrs (33 sq.ft), Shower Room with shower cubicle and wash basin 1.52 sq.mtrs (16 sq.ft) and separate WC, internal corridor leading to fire escape 3.45 sq.mtrs (37 sq.ft)

First Floor

Flat A:

Lounge, Kitchen, 2 Bedrooms and Shower Room having shower cubicle, wash basin and WC

Second Floor

Flat B:

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

Outside:

Front Tarmacadam forecourt allowing for off road parking

Rear Parking area

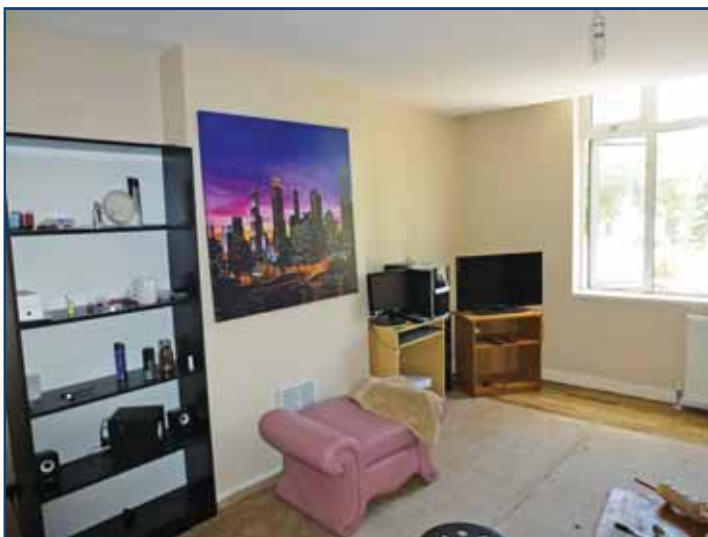
Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



Freehold Investment Opportunity Comprising Hairdressers/Gym/Sauna & 3 Flats
*Guide Price: £260,000 - £280,000 (+Fees)



LOT 45

Leasehold Vacant Flat

*Guide Price: £36,000 - £42,000 (+Fees)

37 Limberlost Close, Handsworth Wood, Birmingham, West Midlands B20 2NU

Property Description:

A first floor flat located in a purpose built block set back from the road behind communal gardens and parking area. The property benefits from having UPVC double glazing and electric heating the property further benefits from a garage located in a separate block and providing secure off road parking. Limberlost Close is located off Butlers Road which in turn is found off Worlds End Lane

Accommodation:

Ground Floor

Communal Entrance with secure door entry system

First Floor

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

Outside:

Communal Gardens and garage located in a separate block allowing for secure off road parking

Leasehold Information

Term 99 years from 25 December 1961

Rent Refer to legal pack

Service Charge Refer to legal pack

Viewings – Via Cottons – 0121 247 2233

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



LOT 46

Freehold House with Vacant Possession

*Guide Price: £82,000 - £88,000 (+Fees)

43 Green Lanes, Bilston, West Midlands WV14 6BY

Property Description:

A two-storey, end of terrace house located within a residential area, approximately three quarters of a mile north west of Bilston Town Centre, where usual local shopping, education and public transport facilities are available.

The house is of two-storey rendered brickwork construction with a pitched interlocking concrete tile roof.

The house has been refurbished and benefits from UPVC double glazed windows, gas central heating, a new damp proof course installed and newly fitted modern kitchen and bathroom fittings.

Accommodation:

Ground Floor

Living room (front), understairs store, dining room (rear), kitchen, inner lobby and central heating boiler cupboard and bathroom/toilet with suite comprising bath, wash basin and WC.

First Floor

Landing, bedroom 1 (front), bedroom 2 (rear) with small store or wardrobe, leading off.

Outside:

Small fore-garden and substantially paved rear garden or yard, which may be easily maintained.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 47

Freehold Vacant Three Bedroom Semi-Detached House

*Guide Price: £80,000 - £85,000 (+Fees)

27 The Paddock, Coseley, Bilston, West Midlands WV14 8XZ

Property Description:

A double fronted, three bedroom semi-detached property of brick construction, surmounted by a tile clad roof, set back from the road behind a walled foregarden and driveway, allowing for off-road parking.

The property benefits from having well laid out accommodation however does require some modernisation and improvement.

The Paddock is located off Church Road which in turn can be found off Gough Road (B4483).

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room and Kitchen.

First Floor

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

Outside:

Front: Walled foregarden and driveway giving access to garage.

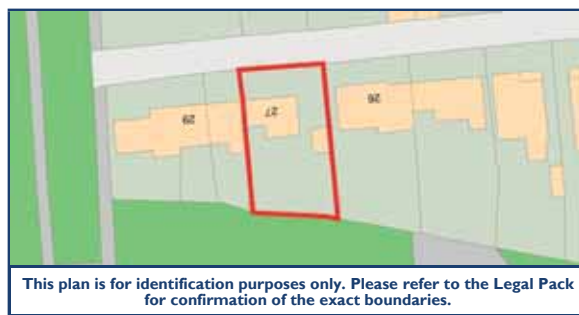
Rear: Lawned garden.

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

Viewings: Via Cottons - 0121 247 2233



Photo taken in 2010 when gardens were maintained.
For information only.



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

Turbo Charge Your Property Investing At Your Local Property Network Meeting



Knowledge

Know more, do more. Simple!



Support

Friendly & Experienced Peers!



Mindset

Old ways don't open new doors

Midlands Investors

The property investors network (pin) hold 50 monthly meetings nationwide for new and experienced investors.

Come and join us each month. Registration & Networking between 6 & 7pm. Meetings run from 7 to 9pm.

- ✓ 1st Wednesday - Worcester (Pear Tree Inn)
- ✓ 1st Thursday - Birmingham Central (Novotel Broad St)
- ✓ 2nd Tuesday - Coventry (Village Hotel)
- ✓ 3rd Thursday - Birmingham (NEC Crowne Plaza)
- ✓ 4th Wednesday - Black Country (Village Hotel)

Attend as our complimentary guest* by visiting
www.propertyinvestorsnetwork.co.uk/meetings

USE PROMO CODE

COTTONS

*First meeting only, seat price £25.
Book 72 hours in advance to enter into the monthly price draw.

For more info visit: www.propertyinvestorsnetwork.co.uk

Residential Lettings LANDLORDS

IS YOUR PROPERTY EMPTY???

Due to the recent high demand for rental property, we urgently require new properties to rent.

We are an established regulated professional agent specialising in your area.

We are able to offer

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

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

Call now for your free market appraisal

0121 247 2299

LOT 48

53 Camp Lane, Kings Norton, Birmingham, West Midlands B38 8SL



Property Description:

A substantial three-storey detached family home of brick construction, situated on a rectangular shaped plot extending to approximately 0.32 acres (1,276 sq.mtrs.) and set well back behind a forecourt providing off-road parking for multiple vehicles.

The property requires modernisation and improvement throughout and offers scope for extension of the existing accommodation (subject to planning consent).

The property is situated in the popular residential location of Kings Norton, located between Westhill Road and Pershore Road South and benefits from convenient access to a wide range of local amenities and services, within circa. 0.3 miles from Kings Norton Train Station, circa. 0.3 miles from Cotteridge Shopping Parade, circa. 0.5 miles from Kings Norton Green and circa. 5.5 miles from Birmingham City Centre.

Accommodation:

Ground Floor

Reception Hall, Reception Room One (Dual Aspect), Reception Room Two (Front), Reception Room Three (Rear), Kitchen with Store off and Cellar

First Floor

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

Second Floor

Stairs leading from Bedroom Three to Attic Room One and Inter-communicating Attic Room Two

Outside:

Front: Forecourt providing off-road parking for multiple vehicles with foregarden.

Side and Rear: Large Garden with evidence of various outbuildings (uninspected).

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Please Note:

Completion will be 42 days from exchange of contracts or earlier by mutual agreement.



Freehold Vacant Detached Family Dwelling on Large Plot (Circa. 0.32 Acres)
*Guide Price: £260,000 - £300,000 (+Fees)



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



LOT 49

Freehold Vacant Three Bedroom Detached House

*Guide Price: £175,000 - £185,000 (+Fees)

21 Red House Park Road, Great Barr, Birmingham, B43 6ND



Property Description:

A recently refurbished detached house of two-story brick construction, benefitting from UPVC double glazing and combi gas central heating and three bedrooms. The property also provides for off-road parking and integrated garage with up and over garage door.

The property is well located in Great Barr, within close proximity to Red House Park, local shops, amenities, schools and commuter routes to Birmingham City Centre and the Midland's Motorway Networks.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Living/Dining Room, Re-fitted Kitchen, brick built Lean-to/Utility Area.

First Floor

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

Outside:

Front: Driveway, allowing for off-road parking, garage and lawned foregarden.

Rear: Paved Patio Area and lawned garden.

Legal Documents:

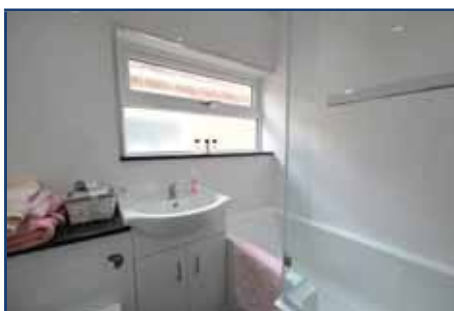
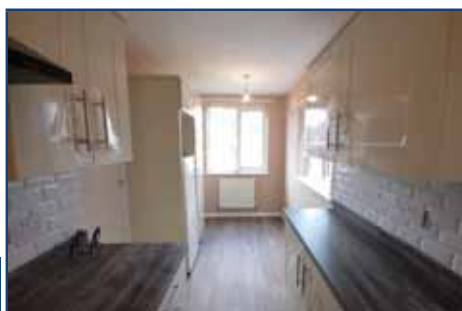
Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Please Note:

Completion will be 56 days from exchange of contracts or earlier by mutual agreement.



LOT 50
Freehold Vacant Three Bedroom House

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

81 Burney Lane, Ward End, Birmingham, West Midlands B8 2AH
Property Description:

A 3 bedroom mid-terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property benefits from having UPVC double glazing and gas fired central heating however does require modernisation and improvement. Burney Lane is located off both Stechford Lane (A4040) and Alum Rock Road

Outside:

Front Paved foregarden
Rear Overgrown rear garden

Legal Documents

 Available at www.cottons.co.uk
Viewings

Via Cottons - 0121 247 2233

Accommodation:
Ground Floor:

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

First Floor:

Three Bedrooms


LOT 51
Freehold Vacant Lock-Up Garage

*Guide Price: £6,500 - £8,000 (+Fees)

Garage 5, York Court, York Street, Harborne, Birmingham, B17 0HG
Property Description:

A lock-up garage of brick construction with a pitched tiled roof in a purpose built block with forecourt located within the popular District of Harborne circa. 0.2 miles from Harborne High Street and situated near a densely populated residential location with limited off road parking provision.

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

Via Cottons - 0121 247 2233

Comprising:

Canopy up and over door accessing
 Garage: 4.53 mtrs long x 2.5 mtrs wide
 (11.3 sq.mtrs.)


Cottons
 CHARTERED SURVEYORS
 RESIDENTIAL SALES

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

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

0121 247 4747
domalley@cottons.co.uk

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

www.cottons.co.uk



LOT 52

Freehold Dilapidated Public House with Vacant Possession

*Guide Price: £90,000 - £100,000 (+ 20% VAT) (+Fees)

By Instruction of the Joint LPA Receivers

The Swan Inn, Whitchurch Road (A442), Waters Upton, Telford, Shropshire TF6 6NP

Property Description:

A derelict public house occupying an irregular shaped site extending to an area of approximately 0.28 acres (1,123.84 sq.mtrs) and including a roadway to the northern part of the site serving an adjacent development known as Swan Court. The property is prominently situated at the junction of River Lane and Whitchurch Road (A442) which links Telford in the south with Whitchurch to the north and is located on the edge of the popular village of Waters Upton adjacent to a modern housing development and requires substantial renovation and repair. Alternatively the property may be suitable for a variety of alternative uses or redevelopment and all interested parties should contact the local Planning Department at Telford & Wrekin District Council prior to bidding to discuss any proposals they may have for the property.

Accommodation:

Accommodation has not been inspected by the Auctioneers and due to the condition of the property no viewings will be available

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 53

Freehold Investment - Two Bedroom Mid Terraced House

*Guide Price: £74,000 - £78,000 (+Fees)

41 Markby Road, Winson Green, Birmingham, West Midlands B18 4PP

Property Description:

A traditional end terraced house of brick construction surmounted by a replacement tile clad roof benefiting from two bedrooms, gas fired central heating and UPVC double glazed windows.

Markby Road forms part of an established residential area and leads directly off Handsworth New Road which provides direct access to Soho Road (A41) and contains a wide range of retail amenities and services.

Tenancy Information:

The property is currently let on an assured shorthold tenancy at a rental of £395 per calendar month (£4,740 per annum)

Accommodation

Ground Floor

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

First Floor

Bedroom One (double), Bedroom Two (small double), Bathroom with panelled bath, pedestal wash basin and wc

Outside:

Front: Small walled foregarden and shared side pedestrian access to rear
Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 54

Freehold Vacant Workshop Premises

*Guide Price: £30,000 - £36,000 (+Fees)

61A Perry Park Road, Rowley Regis, West Midlands B65 0BT

Property Description:

A detached workshop premises of traditional brick construction surmounted by a pitched tile clad roof accessed by way of a secure yard (subject to third party rights over) and benefitting from connection to mains water, sewer and electricity with three phase supply.

The property is situated close to the junction with Highfield Road which leads via Holly Road off Powke Lane (A4100) and forms part of a traditional and predominantly residential area located within approximately half a mile from Blackheath Town Centre.

Accommodation:

Ground Floor

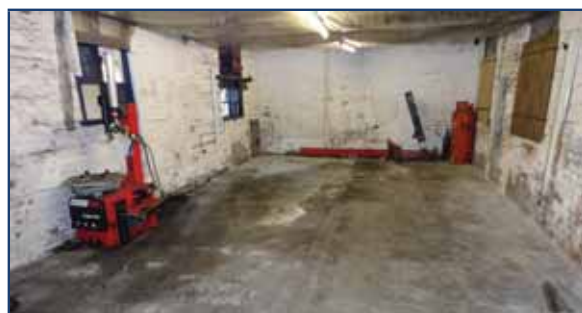
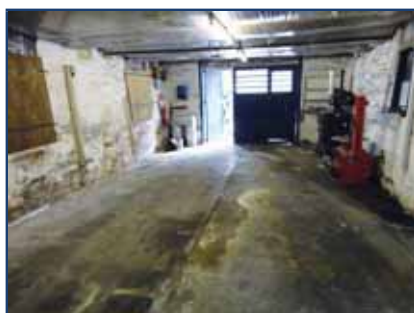
Secure gated yard, Covered yard area with toilet,
 Workshop 1: 45.58 sq.mtrs (490 sq.ft),
 Workshop 2/Storage: 38 sq.mtrs (409 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 55

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £100,000 - £107,000 (+Fees)

86 Derrydown Road, Perry Barr, Birmingham, West Midlands B42 1RT

Property Description:

A traditional semi detached house of brick construction, surmounted by a hipped tile clad roof, set back behind a foregarden, benefiting from three bedrooms and a rear garage but requires complete repair and modernisation throughout. Derrydown Road forms part of an established residential area and leads off Rocky lane which leads directly off Walsall Road (A34). The property overlooks Perry Hall Park at the rear and is conveniently within a mile distance from One Stop Shopping Centre, Hamstead Railway Station and Alexander Sports Stadium.

Accommodation:

Ground Floor

Reception Hall, Front Reception Room,

Dining Room, Kitchen with Pantry

First Floor

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

Outside:

Front: Foregarden with pedestrian side access to rear
 Rear: Yard and overgrown garden with garage accessed by a shared rear driveway.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



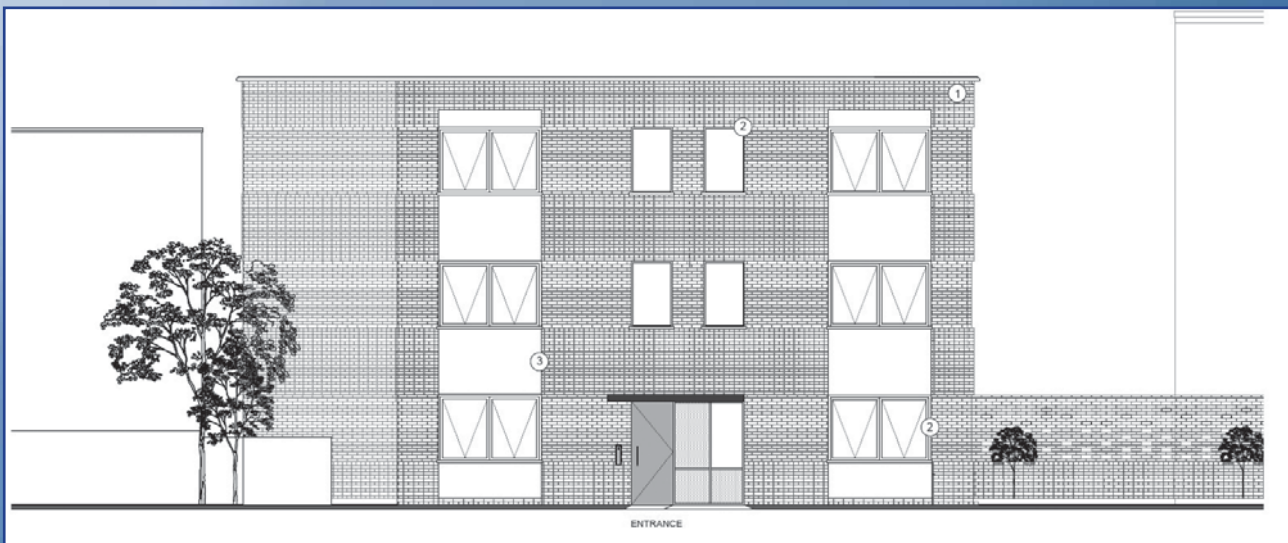
Cottons

CHARTERED SURVEYORS

**FOR SALE
BY PRIVATE TREATY**


Land to the rear of
317 - 331 Fox Hollies Road,
Acocks Green,
Birmingham, B27 7PS

Offers in the
Region of £274,900




- Development Opportunity
- Planning Application No: 2017/10244/PA (Birmingham City Council)
- With Associated Access and Parking
- Full Planning Consent for Erection of 6 Flats
- Amendment to 2016/08630/PA (Birmingham City Council)
- Views of Open Green Space (Curtis Gardens)

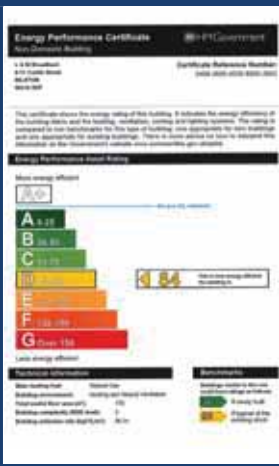
**For any enquiries, please contact:
Dan O'Malley 0121 247 4747**




LOT 8



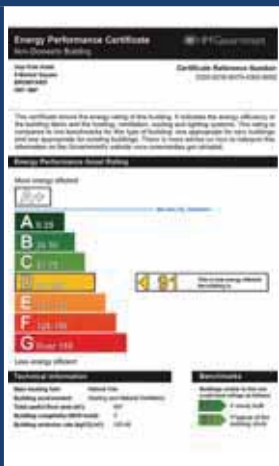
LOT 11



LOT 12



LOT 13



LOT 34



LOT 35

**Energy
Performance
Certificate**

 The EPC for this
property was
commissioned on

 31.08.2018

 This will be added
to the Legal Pack
and available on our
website.

LOT 44



LOT 52

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

Card Payments

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

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

PROXY BID FORM / TELEPHONE BID FORM

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

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

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

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

TYPE OF BID

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

BIDDER INFORMATION

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

SOLICITOR INFORMATION

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

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

Name of Account Holder Account No. Sort Code

BIDDER INFORMATION

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

DEPOSIT

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

I confirm that I have read all Terms & Conditions.

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

TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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



In association with
Cottons
CHARTERED SURVEYORS



UK
BROKER
AWARDS
2014
WINNER

UK
BROKER
AWARDS
2015
WINNER






UK
BROKER
AWARDS
2016
WINNER



Pi-Property Insurance

SPECIALIST INSURANCE FOR PROPERTY PEOPLE

The Complete Insurance Solution for your Property Portfolio

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

*subject to certain underwriting criteria

Telephone: 01789 761660

www.pi-propertyinsurance.co.uk

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

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

Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

G18.1 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:
www.rics.org/commonauctionconditions**



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



Cottons - the property specialists est 1924



Auction Department

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

t 0121 247 2233

f 0121 247 1233

auctions@cottons.co.uk

www.cottons.co.uk

Regulated by RICS



RICS

