

# PROPERTY AUCTION

February 2012

16<sup>th</sup> February

## Cottons

Chartered Surveyors

16<sup>th</sup> February 2012

16<sup>th</sup> February

16<sup>th</sup> February 2012

**THURSDAY**

**16TH FEBRUARY 2012**

**AT 11.00 AM**

February 2012

February 2012 16<sup>th</sup> February

**ASTON VILLA**

**FOOTBALL CLUB**

2012 **VILLA PARK**

**BIRMINGHAM**

**B6 6HE** 16<sup>th</sup> Feb

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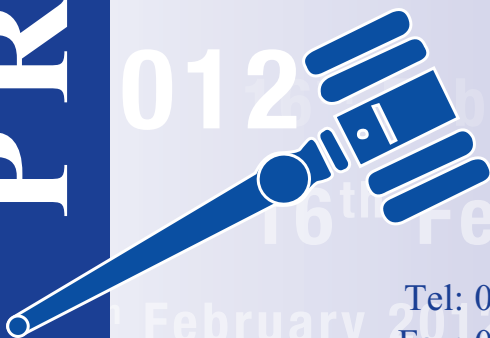
16<sup>th</sup> February 2012

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# 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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 at the Vendors Solicitors office, 5 working days before the sale and may also be inspected in the sale-room prior to the auction sale 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 fitments, drains and any other pipework, appliances, heating systems and electrical fitments. 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.

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

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 If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.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

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

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

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

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

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

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

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

## FOOTNOTE

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

# A COLLECTIVE AUCTION SALE OF 84 LOTS

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

**By instruction of a variety of Vendors including  
Banks, Receivers, Insolvency Practitioners,  
Local Authorities, Solicitors, Joint Property  
Agents, Companies and Private Clients.**

## ORDER OF SALE

Lot	Property	
1	11 KITCHENER ROAD, SELLY PARK	Freehold Vacant Residential
2	8 LEACROFT AVENUE, WOLVERHAMPTON	Freehold Investment
3	179 ALDRIDGE ROAD, PERRY BARR	Leasehold Vacant Residential
4	70 SMESTOW STREET, WOLVERHAMPTON	Freehold Residential Investment
5	FLAT 3, 71 WEDGEWOOD ROAD, QUINTON	Leasehold Vacant Possession
6	167 BORDESLEY GREEN EAST, BORDESLEY GREEN	Freehold Commercial
7	22 ELMON ROAD, WOLVERHAMPTON	Freehold Vacant Possession
8	25 BRIDGEFIELD WALK, ROWLEY REGIS	Freehold Vacant Possession
9	40 WEBBCROFT ROAD, STECHFORD	Freehold Vacant Possession
10	59 GRANGE FARM DRIVE, WEST HEATH	Freehold Vacant Possession
11	8 NEW STREET, TIPTON	Freehold Vacant Possession
12	80 OAKWOOD ROAD, SMETHWICK	Freehold Vacant Possession
13	LAND REAR OF BLUE ROCK PLACE (OFF IVY HOUSE ROAD)	Freehold Land
14	9 WODEN ROAD, WOLVERHAMPTON	Freehold Vacant Possession
15	1 SHILLCOCK GROVE, B'HAM, B19 3NZ 47 BREARLEY STREET	Leasehold Vacant Industrial
16	97 REED STREET, BURNLEY	Leasehold Vacant Possession
17	83 ADDISON ROAD, KINGS HEATH	Freehold Vacant Possession
18	22 PARK STREET, DARLASTON, WEDNESBURY	Freehold Vacant Possession
19	ALSAGER WORKS, SUTHERLAND ROAD	Freehold Warehouse/Industrial Premises
20	THE DENTAL SURGERY 279 ALCESTER ROAD, HOLLYWOOD	Freehold Dental Surgery
21	15 PINKNEY PLACE, OLDBURY	Freehold Vacant Possession
22	56 WELLESLEY ROAD, OLDBURY	Freehold Residential Investment
23	187 GREAT ARTHUR STREET, SMETHWICK	Freehold Vacant Possession
24	6 PETWORTH CLOSE, WILLENHALL	Freehold Vacant Possession
25	LANGABEER FARM, ALCESTER ROAD, WYTHALL	Freehold Vacant Smallholding Opportunity
26	2 EMERY STREET, WALSALL	Freehold Vacant Possession
27	39 ENDWOOD COURT ROAD, HANDSWORTH WOOD	Freehold Vacant Possession
28	110 BRUNSWICK PARK ROAD, WEDNESBURY	Freehold Vacant Possession
29	411 GILLOTT ROAD, EDGBASTON	Freehold Investment
30	PLOT 3 MAJOR STREET/DIXON STREET, WOLVERHAMPTON	Freehold Land with Potential
31	PLOT 4 MAJOR STREET/DIXON STREET, WOLVERHAMPTON	Freehold Land with Potential
32	LAND 203 - 205 STONEY STANTON ROAD, HILLFIELDS	Freehold Land with Potential
33	LAND REAR OF 11A CROMWELL STREET, COVENTRY	Freehold Land
34	LAND ADJ 312 WESTWOOD HEATH ROAD, COVENTRY, CV4 8GP	Freehold Building Plot
35	LAND OPPOSITE 16 & 18 ST JAMES LANE, COVENTRY	Freehold Development Land
36	44 WHITTLEFORD ROAD, NUNEATON	Freehold Residential Investment
37	FLAT 20, SCHOOL LOFTS, CECIL STREET, WALSALL	Leasehold Vacant Possession
38	THE BRIDGE INN, 91 STATION ROAD, LANGLEY	Freehold Vacant with Redvl Opp
39	LAND SOUTH OF 18 - 24 LYE CROSS ROAD, ROWLEY REGIS	Freehold Land
40	50 HILTON ROAD, WILLENHALL	Freehold Vacant Possession
41	238 COLLEGE ROAD, GREAT BARR	Freehold Vacant Possession



42	410/410A BEARWOOD ROAD, SMETHWICK	Freehold Investment
43	412/412A BEARWOOD ROAD, SMETHWICK	Freehold Investment
44	414/414A BEARWOOD ROAD, SMETHWICK	Freehold Investment
45	476/476A BEARWOOD ROAD, SMETHWICK	Freehold Investment
46	53 CAPETHORN ROAD, SMETHWICK	Freehold Commercial Investment
47	2A ELLIOTT ROAD, SELLY OAK	Freehold Investment
48	67 ROWOOD DRIVE, SOLIHULL	Leasehold Vacant Possession
49	UNIT 10L BUNTSFORD BUSINESS PARK, BUNTSFORD PARK ROAD, BROMSGROVE	Freehold Vacant Possession
50	UNIT 3 OAK COURT, PILGRIMS WALK, PROLOGIS PARK	Leasehold Vacant Possession
51	369 STRATFORD ROAD, SPARKHILL	Freehold Investment
52	39 BRAEMAR DRIVE, ERDINGTON	Freehold Vacant Possession
53	296 - 298 GRAVELLY LANE, ERDINGTON	Freehold Property Develop Opp
54	21 LIME STREET, WOLVERHAMPTON	Freehold Vacant Possession
55	UNIT 9, PLOT 3, WALSALL ENTERPRISE PARK, WALSALL	Leasehold Commercial
56	SPORTS & CRICKET GROUND, DROITWICH ROAD, WORCESTER	Freehold Sports and Amenity Land
57	THE OLD CROWN, 9 SHEEPWASH LANE, TIPTON	Freehold Vacant Public House
58	53 CARTLAND ROAD, SPARKBROOK	Freehold Vacant Possession
59	LAND ADJACENT TO WEST MIDLANDS HOUSE, GIPSY LANE, WILLENHALL	Freehold Land with Dev Potential
60	217 - 219 CHERRYWOOD ROAD, BORDESLEY GREEN	Freehold Ground Rents
61	FGR 1 SHAKESPEARE CLOSE, CALDICOT,, GWENT NP26 4LN	Freehold Ground Rents
62	FGR 5 SHAKESPEARE CLOSE, CALDICOT	Freehold Ground Rents
63	FGR 7 SHAKESPEARE CLOSE, CALDICOT	Freehold Ground Rents
64	FGR 14 TENNYSON CLOSE, CALDICOT	Freehold Ground Rents
65	FGR 31 WOODSTOCK WAY, CALDICOT	Freehold Ground Rents
66	LAND NORTH OF 38 - 58 MIDHILL DRIVE, ROWLEY REGIS	Freehold Land
67	49 SOMERSET ROAD, HANDSWORTH WOOD	Freehold Vacant Possession
68	71 MARKET STREET, STOURBRIDGE	Freehold Property
69	23 WORCESTER STREET, KIDDERMINSTER	Freehold Vacant Possession
70	105 SPRINGFIELD ROAD, BRIERLEY HILL	Freehold Vacant Possession
71	58 BRIDGE HOUSE, WATERSIDE, SHIRLEY	Leasehold Commercial
72	14 CLIFFORD ROAD, SMETHWICK	Freehold Vacant Possession
73	9 CLIFFORD ROAD, SMETHWICK	Freehold Investment
74	143 COLLEGE ROAD, MOSELEY	Freehold Property
75	BOMBAY PALACE, DUDLESTON HEATH, ELLESMERE	Freehold Licenced Restaurant Invst
76	SEAGAR STREET SERVICE STATION, 26 SEAGAR STREET, WEST BROMWICH	Freehold Investment
77	28 LOCKWOOD ROAD, NORTHFIELD	Freehold Vacant Possession
78	17 BAYFORD AVENUE, NORTHFIELD	Freehold Vacant Possession
79	2 DARTMOUTH CRESCENT, BILSTON	Freehold Vacant Possession
80	45 CLARENDON STREET, EARLSDON	Freehold Vacant Possession
81	12 DADFORD VIEW, BRIERLEY HILL	Freehold Vacant Residential
82	101 PELHAM ROAD, WARD END	Freehold Vacant Residential
83	194 GRACEMERE CRESCENT, HALL GREEN	Freehold Vacant Residential
84	64 COLE VALLEY ROAD, HALL GREEN	Freehold Vacant Residential

**Auctioneers** Andrew J. Barden MRICS, FNAVA, John Day FRICS, FNAVA, Kenneth F. Davis FRICS

**Valuers** Ian M. Axon, Stephen D Sutton B.sc (Est.man.) FRICS, Dan O Malley B.Sc.(Hons) HND

**Auction Manager** Sue Worrall

**Auction Team** Peter C. Longden FRICS, Mark M. Ward AssocRICS Kevin Hogan, Nada Turton, Jayne Turton, Tricia Doyle, Hughie McCourt, Derek Dolphin and Julie Elcock.

## 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.





# 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**

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 1.95% surcharge is payable.

New Money Laundering Regulations have been introduced by the Government affecting Auctioneers from 1st March 2004 and governing the way in which auction deposits are taken.

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

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

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

- **Credit Card Payments or Business Card**  
(Please note we only accept Visa and MasterCard)  
(credit card payments are subject to a surcharge of 1.95%) All cards must be Chip & Pin enabled.

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

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

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

## **AUCTION DEPOSITS**

### **Auction deposits may be paid by the following methods**

*Bank/Building Society draft*

*Debit/Credit Card  
(credit card payments subject to a surcharge of 1.95%)*

*Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 1.95% surcharge is payable.*

*Personal/Company Cheque  
(All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)*

*If you have any questions regarding Deposit payment then please contact our Auction Department prior to the Sale day.*



**LOT 1****Freehold Vacant Possession**

**11 Kitchener Road,  
Selly Park,  
Birmingham B29 7QE**

**Property Description:**

A three bedroom mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property is in need of modernisation and improvement. Kitchener Road is located off Pershore Road (A441).

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

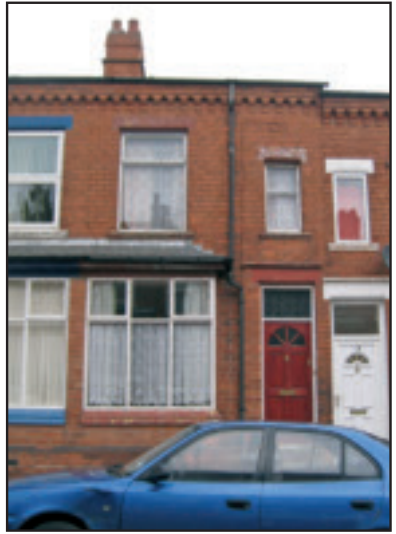
Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having panelled bath washbasin and wc

**First Floor:**

Three Bedrooms

**Outside:**

(Rear) Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 2****Freehold Investment  
By Instruction of the LPA Receivers**

**8 Leacroft Avenue,  
Wolverhampton  
WV10 9BE**

**Property Description:**

A semi detached house having rendered elevations surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating. The property is set well back from the road behind a lawned foregarden and driveway and Leacroft Avenue forms part of a residential estate leading off Sandy Lane which in turn leads off Bushbury Lane and is located within approximately two miles distance from both Wolverhampton City Centre and the M54 Motorway (junction 2). The property is currently let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum). Note: The tenant is currently in receipt of housing benefit for a sum of £219.24 every two weeks.

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

Entrance Hall, Lounge, Full Width Dining Kitchen

**First Floor:**

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

**Outside:**

(Front) Garden with driveway providing off road parking  
(Rear) Pedestrian side access to yard and garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233





## 179 Aldridge Road, Perry Barr, Birmingham B42 2EY

### Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set well back from the road behind a long lawned foregarden and providing well laid out accommodation. The property benefits from gas fired central heating, mostly double glazed windows, three bedrooms and a garage located to the rear. The property is situated close to the junction with Church Road and Aldridge Road leads off Walsall Road (A34) providing convenient access to Perry Barr Shopping Centre, The One Stop Shopping Centre, Perry Barr Railway Station and the University of Central England, all being within approximately half a mile distance.

### Accommodation:

#### Ground Floor:

Porch Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with a range of modern fitted units, Conservatory with Utility Area and Separate WC

### First Floor:

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

### Outside:

(Front) Lawned foregarden

(Rear) Patio with a lawned garden and a garage providing off road parking and accessed by way of a shared rear driveway

### Leasehold Information:

Term: 99 years from 24th June 1990  
Ground Rent: Currently £45.00 per annum (subject to review)

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233



**70 Smestow Street,  
Wolverhampton,  
West Midlands,  
WV10 9AB**

**Property Description:**

A three bedroom mid-terraced property of brick construction set back from the road behind a walled fore-garden and surmounted by a tiled roof. The property benefits from having UPVC double glazing and gas fired central heating. Smestow Street is located off Prole Street which in turn can be found off Cannock Road (A460). The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £500 per calendar month (6,000 per annum).

**Accommodation:**

**Ground Floor:**

Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having panelled bath, washbasin and wc

**First Floor:**

Three Bedrooms



**Outside:**

(Front) Paved foregarden  
(Rear) Lawned garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233



**Flat 3, 71 Wedgewood Road, Quinton,  
Birmingham B32 1LP**

**Property Description:**

A first floor flat situated in a purpose built three storey block of brick construction surmounted by a tiled roof. The property is set back from the road behind communal lawned gardens. The flat requires modernisation and improvement. Wedgewood Road is located off Arkwright Road which in turn is located off Hansom Road.

**Accommodation:**

**Ground Floor:**

Communal Entrance and stairs

**First Floor:**

Hallway, Kitchen, Lounge/Bedroom, Bathroom having wash basin, bath and wc

**Outside:**

Communal Garden

**Leasehold Information:**

Term: 125 years  
Ground Rent: £10 per annum  
Service Charge: Refer to legal pack

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233



# By Instruction of the Mortgagees Not In Possession Freehold Commercial Premises



**167 Bordesley Green East, Bordesley Green,  
Birmingham B9 5SR**

## Property Description:

A Semi detached two storey commercial premises of brick construction surmounted by a pitched tile clad roof and comprising of a ground floor retail shop with accommodation to the first floor over. The property forms part of a small parade of similar properties and is set back from the road behind a forecourt. The property is located close to the junction with Little Bromwich Road and within approximately one quarter of a mile distance from Birmingham Heartlands Hospital.

## Planning:

Records on Birmingham City Council Planning website state that planning consent was granted on 28th March 2011 (Ref: 2010/06645/PA) for the erection of a two storey and single storey rear extension, new shop front and roller shutter. The Seller cannot confirm whether or not the said planning permissions are still valid and prospective purchasers are to rely on their own enquiries with the local authority

## Accommodation:

Whilst the property has not been inspected, we have referred to information contained on the Valuation Office Agency web site and Birmingham City Council Planning web site and it appears that the property comprises of the following:

## Ground Floor:

Retail Shop with Staff Room, Kitchen and Toilets

## First Floor:

Comprises of a One Bedroom Flat which may have been previously used for teaching/training purposes

## Approximate Net Internal Areas:

Ground Floor: 52.19sq.mtrs (561sq.ft)  
First Floor: 39.45sq.mtrs (424sq.ft)

## Important Note:

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

All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

Please note that where the accommodation has not been inspected, the auctioneers cannot warrant the information provided by third parties and all interested parties must satisfy themselves as to the exact property that they are purchasing by referring to the Title Register and Plan located in the legal pack.

## Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

## Viewings:

No access arrangements available





## 22 Elmdon Road, Oxley, Wolverhampton WV10 6XJ

### Property Description:

A semi detached house having rendered elevations and surmounted by a hipped tile clad roof, benefiting from well laid out accommodation, UPVC double glazed windows, gas fired central heating and off road parking. Elmdon Road forms part of an established residential area known as Oxley and is located off Probert Road which leads off Oxley Moor Road and in which turn leads off Stafford Road (A449) providing direct access to both Wolverhampton City Centre and the M54 Motorway (junction 2). The property is conveniently within approximately one and a half miles distance from the entrance to the proposed I54 Business and Technology Park which will generate a large amount of business and employment opportunities for the immediate surrounding area and beyond.

### Accommodation:

#### Ground Floor:

Reception Hall, Front Reception Room, Dining Room, Conservatory, Kitchen with a range of modern units, Side Entrance/Passageway, Shower Room and Separate WC

#### First Floor:

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

#### Outside:

(Front) Lawned foregarden and driveway providing off road parking

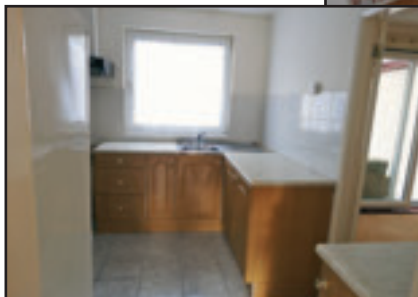
(Rear) Patio area, Store and lawned garden

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233





## 25 Bridgefield Walk, Rowley Regis, West Midlands B65 8PH

### Property Description:

A three storey end town house situated in a cul-de-sac and overlooking public open space. The property provides well laid out accommodation benefiting from three double bedrooms, double glazed windows, part electric storage heating and off road parking located to the rear. Bridgefield Walk leads off Springfield Lane which in turn leads off Dudley Road (B4171) and is located approximately one and a half miles distance to the south of Dudley Town Centre.

### Accommodation:

#### Ground Floor:

Dining Kitchen, Reception Hall, Cloak Room with wc and wash basin

#### First Floor:

Stairs and Landing, Lounge, Bedroom One (double)

### Second Floor:

Stairs and Landing with Walk in Store Cupboard, Bedroom Two (double), Bedroom Three (double), Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

### Outside:

(Front) Lawned foregarden

(Rear) Integral yard area with brick store and off road parking space having gated access leading off Bridgefield Walk

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233





**LOT 9****Freehold Vacant Possession**

**40 Webbcraft Road,  
Stechford,  
Birmingham  
B33 9BY**

**Property Description:**

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from mostly UPVC double glazed windows having a gas fired central heating system but requiring modernisation and improvement throughout. The property is set back behind a lawned foregarden. Webbcraft Road forms part of an established residential area and leads off Lime Green Road which in turn leads off Audley Road and is within approximately half a mile distance from Stechford Retail Park.

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

Entrance Hall, Lounge, Full Width Dining Kitchen

**First Floor:**

Stairs and Landing, Two Bedrooms, Bathroom

**Outside:**

(Front) Foregarden

(Rear) Yard and garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 10****Freehold Vacant Possession**

**59 Grange Farm Drive, Kings Norton,  
Birmingham B38 8EQ**

**Property Description:**

A three bedroom mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a fore-garden providing off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Grange Farm Drive is located off Rednal Road which in turn can be found off The Green.

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

Lounge, Kitchen

**First Floor:**

Three bedrooms, Bathroom having panelled bath, washbasin and wc

**Outside:**

(Front) Driveway allowing for off road parking

(Rear) Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233





### 8 New Street, Tipton, West Midlands DY4 8PD

**Property Description:**

A three bedroomed end of terrace property of brick construction surmounted by a tiled roof set back from the road behind a block paved driveway allowing for off road parking, and further benefits from a shared driveway giving access to a garage. The property benefits from having UPVC double glazing and gas fired central heating. New Street is located off Waterloo Street which in turn can be found off Park Lane West (A457)

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

Hallway, Lounge, Dining Room, Kitchen

**First Floor:**

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

**Outside:**

(Front) Block paved driveway allowing for off road parking

(Rear) Lawned garden with garage.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

### 80 Oakwood Road, Smethwick, West Midlands B67 6BU

**Property Description:**

A three bedroomed mid terraced property set back from the road behind a lawned fore garden and surmounted by a tiled roof. The property is in need of modernisation and improvement. Oakwood Road is located off Beechfield Road which in turn can be found off Manor Road.

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

Entrance Hallway, Lounge, Dining room, Inner Lobby, Kitchen, Bathroom with panelled bath, washhand basin and wc

**First Floor:**

Three Bedrooms

**Outside:**

(Front) Garden

(Rear) Garden


**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

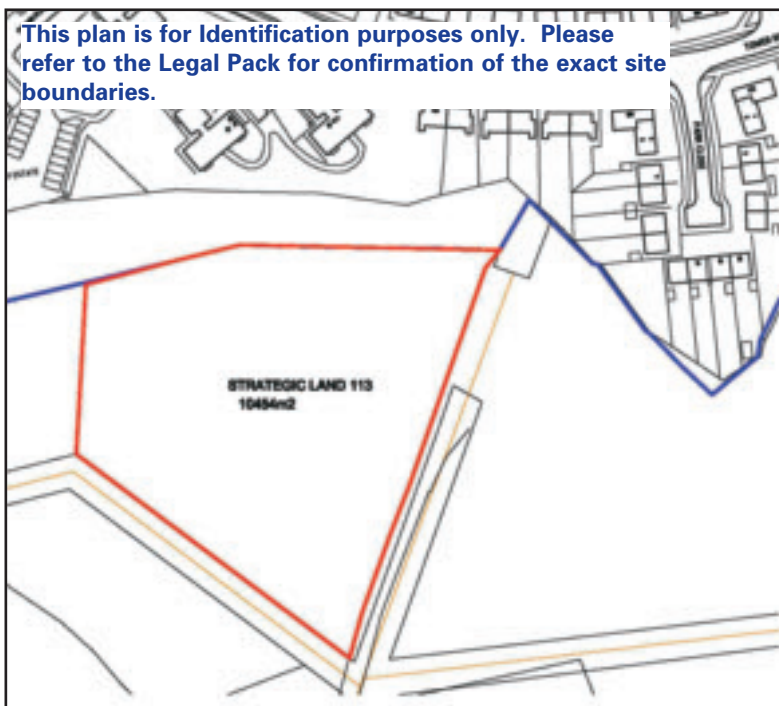
**Viewings:**

Via Cottons – 0121 247 2233

**Guide Price: £58,000 - £65,000**



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



## Land to the Rear of Blue Rock Place (off Ivy House Road), Rowley Regis, West Midlands (Ref SL113)

### Description:

The land comprises a sloping irregular shaped unfenced site of about 10,545m<sup>2</sup> (2.60 acres) lying North to the rear of Blue Rock Place (off Ivy House Road). The land is part of a large area of public open space which is bounded by housing to the South.

Site boundaries have been surveyed and the plot boundaries can be set out for a charge using GPS survey equipment.

### Planning:

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

### Location:

The land is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is to the South of Bury Hill Park, approached across open land from Portway Hill, Kennford Close or St Brades Close.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

External Only

## IMPORTANT NOTICE

### Auction deposits may be paid by the following methods

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Personal/Company Cheque

(all cheques are subject to a valid form of identification eg. passport or driving licence)

If you have any questions regarding Deposit payment then please contact our Auction Department prior to the Sale day.

# **9 Woden Road, Wolverhampton WV10 0AU**

## **Property Description:**

A traditional mid terraced house of brick construction having rendered front elevation and surmounted by an interlocking tile clad roof. The property benefits from accommodation on three floors but requires modernisation and cosmetic improvement. Woden Road leads directly between Cannock Road (A460) and Wednesfield Road (A4124) and the property is conveniently located within less than one mile distance from both Wolverhampton City Centre and New Cross Hospital.

## **Accommodation:**

### **Ground Floor:**

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

### **First Floor:**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double),

### **Second Floor:**

Stairs to Attic Room having potential for subdivision



## **Outside:**

(Front) Small Foregarden  
(Rear) Yard and separate garden

## **Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

## **Viewings:**

Via Cottons – 0121 247 2233

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## **1 Shillcock Grove, Birmingham B19 3NZ and 47 Brearley Street, Hockley, B19 3NS**

### **Property Description:**

The property comprises two adjacent industrial or warehouse buildings, which interconnect and have previously been in single occupation. The buildings provide elements of workshop or warehouse and office accommodation.

The property occupies a prominent corner position, at the junction of Brearley Street and Shillcock Grove within an industrial part of Birmingham, approximately 1 mile north of the City Centre.

The property is of part single storey and part two storey brickwork construction, with a variety of roofing materials having been used.

### **Accommodation:**

#### **1 Shillcock Grove:**

Ground Floor  
1,882 sq.ft (174.8 sq.m)

First Floor  
1,943 sq.ft (180.5 sq.m)

#### **47 Bearley Street:**

Ground Floor  
4,420 sq.ft (410.6 sq.m)

First Floor  
1,437 sq.ft (133.5 sq.m)

The entire premises have a total Gross Internal Area of approximately 9,682 sq.ft (899.5 sq.m)

### **Tenure:**

The property is held leasehold for a term of 99 years from 16th February 1968 at a current annual ground rent of £3,000.

### **Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### **Viewings:**

Via Cottons – 0121 247 2233

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**E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)**





**97 Reed Street, Burnley,  
Lancashire, BB11 3LW**

**Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof, set back from the road behind a small fore garden. The property which is situated in an established residential area requires modernisation and improvement. Reed Street itself runs directly between Parliament Street and Kirkdale Street.

**Accommodation:**

**Ground Floor:**

Lounge, Dining Room, Kitchen

**First Floor:**

Two Bedrooms, Bathroom having panelled bath, washbasin and wc

**Outside:**

(rear) – Pedestrian access with yard and store

**Leasehold Information:**

Term : 999 years from 12th October 1888

Ground Rent : £24.00 per annum

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

## Notice Completion Dates

PLEASE BE SURE TO CHECK THE LEGAL PACKS FOR THE EXACT COMPLETION DATE OF ANY PROPERTY WHICH YOU INTEND TO PURCHASE AS THESE DATES ARE CONTRACTUALLY BINDING.

IN RESPONSE TO THE CURRENT MARKET CONDITIONS SOME VENDORS HAVE AGREED TO OFFER THEIR PROPERTIES WITH EXTENDED COMPLETION PERIODS TO ASSIST BUYERS WITH THEIR PURCHASE, AND WHERE POSSIBLE, THESE ARE INCLUDED IN THE CATALOGUE DETAILS FOR EACH LOT (WHERE APPLICABLE). IF YOU REQUIRE CONFIRMATION OF THE COMPLETION DATES FOR ANY PROPERTY INCLUDED IN THIS AUCTION SALE THEN PLEASE CONTACT THE AUCTION TEAM PRIOR TO PURCHASING.



**83 Addison Road,  
Kings Heath,  
Birmingham B14 7EN**

**Property Description:**

A mid terraced property of brick construction surmounted by a tiled roof and set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Addison Road can be found off Alcester Road South (A435) and the property is within close proximity to Kings Heath High Street.

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having panelled bath, washbasin and wc

**First Floor:**

Bedroom 1, Bedroom 2 having stairs leading to second floor, bedroom 3 and Shower room having single shower cubicle, wash basin and WC

**Second Floor:**

Loft room



**Outside:**

(Front) Walled foregarden

(Rear) Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

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**22 Park Street, Darlaston,  
Wednesbury, WS10 8PX**

**Property Description:**

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Park Street is located off Wolverhampton Street which in turn can be found off Pinfold Street (A4038)

**Accommodation:**

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

**First Floor:**

Three Bedrooms

**Outside:**

(Front) Paved foregarden allowing for off road parking  
(Rear) Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

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# **A freehold warehouse/industrial premises (approximately 35,000sq.ft) By Instruction of the Joint LPA Receivers**



## **Alsager Works, Sutherland Road, Longton, Stoke-On-Trent ST3 1HH**

### **Property Description:**

A Substantial part two storey and part three storey warehouse/ industrial and office premises originally forming part of a large pottery works complex which was part of Ansley China and built in several phases during the second half of the 19th Century. The front section of the property known as the Prince of Wales Range is Grade II Listed and of brick construction surmounted by a pitched tile clad roof. The property requires refurbishment and may be suitable for subdivision into smaller units. A courtyard providing car parking is located to the rear. Sutherland Road forms part of the Longton Potteries Area and leads off Anchor Road providing direct access to Longton Town Centre. A50 Bypass is located within approximately half a mile distance and Stoke-On-Trent City Centre within approximately three miles distance.

### **Planning:**

We are advised by Stoke-On-Trent Planning Department that the property has Historical Use as a Pottery Works and is therefore likely to fall within B2 Use Class Order. All interested parties should make their own enquiries with the Local

Planning Department prior to bidding in relation to any proposals for redevelopment or change of use

### **Accommodation:**

Whilst the auctioneers have not carried out an internal inspection of the property, we understand from the Receivers that the property comprises of a range of Warehouse, Workshop and Office Accommodation laid out over two and three floors and extending to an area of approximately 35,000sq.ft (3,251sq.mtrs)

### **Total Site Area:**

Approximately 0.78 acres (0.31 hectares)

**Note:** The property is currently occupied by way of a short term tenancy with an annual rent of £3,000, payable in monthly instalments and terminable on one month's notice. The receivers advise that notice to terminate has been served upon the tenant.

### **Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### **Viewings:**

Via Cottons – 0121 247 2233





# Freehold Dental Surgery (Potential for Residential Conversion)

By Instruction of the Trustees in Bankruptcy



## The Dental Surgery 279 Alcester Road, Hollywood, Birmingham B47 5HJ

### Property Description:

A modern semi detached property of cavity brick construction surmounted by a pitched tile clad roof, comprising of a dental surgery set back behind a gravelled forecourt which provides multi car parking and located in the popular residential village of Hollywood. The property benefits from gas fired central heating, part UPVC double glazed windows and may be suitable for a variety of uses including conversion to a four bedroom residential dwelling house (subject to obtaining planning consent from the local planning department at Bromsgrove Council). The property is situated close to a parade of neighbourhood shops in a predominantly residential area and located conveniently within approximately two miles distance to the north of the M42 Motorway (junction 3) and within approximately six mile distance to the south of Birmingham City Centre.

### Accommodation:

#### Ground Floor:

Reception Hall, Cloak Room with wc and wash basin, Walk-in Store Room, Reception/Waiting Room, Office, Surgery One, Surgery Two

#### First Floor:

Stairs and Landing, Surgery Three, Office, Lounge, Kitchen and Bathroom with panelled bath, pedestal wash basin and wc

#### Outside:

(Front) Gravelled driveway providing multi car parking, False Garage/Store

(Rear) Pedestrian side access to patio and lawned garden

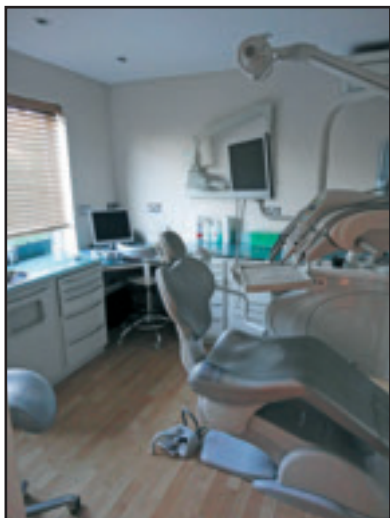
### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The Dental equipment and furniture will be removed from the premises prior to completion





**15 Pinkney Place,  
Oldbury, West Midlands  
B68 9PE**

**Property Description:**

A three bedroom semi-detached property set back from the road behind a paved driveway and walled foregarden surmounted by a tiled roof. The property benefits from having UPVC double glazing and gas fired central heating. Pinkney Place is located off Eva Road which in turn is located off Hurst Road.

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Lounge, Kitchen/ Breakfast Room, Lean-to, wc

**First Floor:**

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



**Outside:**

(Front) Block paved driveway  
(Rear) Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

**Guide Price: £72,000 - £80,000**

**56 Wellesley Road,  
Oldbury, West Midlands  
B68 8RZ**

**Property Description:**

A three bedroom mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing, gas fired central heating and two garages to the rear accessed via a shared driveway providing off road parking. Wellesley Road is located off Tat Bank Road which in turn can be found off Rood End Road (B4169). The property is currently let on an assured shorthold tenancy agreement producing a rental of £500 per calendar month (£6000 per annum).

**Accommodation:**

**Ground Floor:**

Lounge, Dining Room, Kitchen, Shower Room having shower cubicle, wash basin and wc

**First Floor:**

Three Bedrooms

**Outside:**

(Rear) Garden and two garages (one containing an inspection pit.)



**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233



**187 Great Arthur Street,  
Smethwick,  
West Midlands  
B66 1DG**

**Property Description:**

A semi detached house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a walled foregarden and benefiting from UPVC double glazed windows but requiring modernisation and improvement throughout. Great Arthur Street leads directly off Brasshouse Lane and the property is conveniently within approximately one mile distance from the M5 Motorway (junction 1) and approximately three miles distance to the west of Birmingham City Centre.

**Accommodation:**

**Ground Floor:**

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

**First Floor:**

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



**Outside:**

(Front) Foregarden, gated side access to rear

(Rear) Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

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## 6 Petworth Close, Willenhall, West Midlands, WV13 3EE

### Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned fore-garden and driveway giving access to lean-to and garage. The property benefits from having UPVC double glazing and gas fired central heating. Petworth Close is located off Hawkswell Drive which in turn can be found off Dilloways Lane.

### Outside:

(Front) Lawned fore-garden and driveway giving access to lean-to and garage

(Rear) Lawned Garden

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

### Accommodation:

#### Ground Floor:

Through Lounge, Kitchen

#### First Floor:

Two Bedrooms and Bathroom having panelled bath, washbasin and wc

## DEPOSITS AND ADMINISTRATION FEE

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

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

- Credit Card Payments

(Credit card payments are subject to a surcharge of 2%)

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







## Langabeer Farm, Alcester Road, Wythall, Birmingham B47 6AP

### Property Description:

An opportunity to acquire an outstanding smallholding opportunity comprising of a period built detached farmhouse with extensive accommodation in need of complete renovation and refurbishment, a range of ancillary accommodation and outbuildings, surrounding gardens, orchard and a paddock, in all extending to an area of approximately 3.83 acres (1.552 hectares). The farmhouse provides extensive two storey accommodation which includes a cottage located to the rear, originally built as servants' quarters and includes in total 5 reception rooms and 7 bedrooms and it has been occupied by the vendor's family since 1966 when the property was purchased from a local auction. The property occupies a delightful rural setting but enjoys convenient access to the M42 Motorway (junction 3) being within approximately one mile distance and Birmingham City Centre being within approximately seven miles distance to the north.

Note: The paddock is currently subject to a grazing licence at a licence fee of £110 due yearly in advance on 25th March, and notice has been served on the licensee to terminate this on 24th March 2012.

### Accommodation:

#### Ground Floor:

Reception Hall with Cellar Off, Sitting Room, Master Dining Room, Lounge, Store Room, Pantry, Dining Room, Kitchen, Rear Entrance Room/Utility, Large Store Room

#### First Floor:

Stairs and Gallery Landing, Master Bedroom, Bedroom Two (double), Bedroom Three (double), Bedroom Four (double), Bedroom Five (double), Dressing Room, Bathroom with bath and wash basin, Separate WC, Separate Stair Access to Bedroom Six and Seven (small doubles)

### Outside:

Long driveway, surrounding lawned gardens, ample off road parking, a range of outbuildings and former stables, Coach House/Garage, grazing paddock extending to an area of approximately 2 acres (0.8 hectares) and orchard

### Legal Documents:

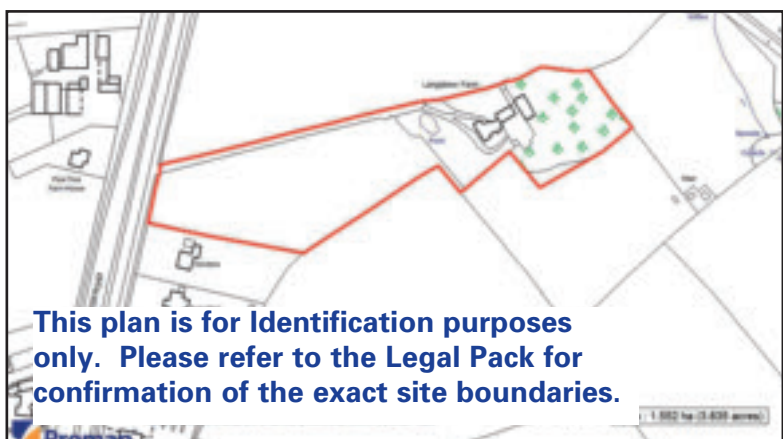
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

**Note:** Completion will take place 56 days from exchange of contracts or sooner by mutual agreement







## 2 Emery Street, Walsall, West Midlands WS1 3AJ

### Property Description:

A four bedroom semi-detached property of brick construction surmounted by a tiled roof and set back from the road behind a paved driveway leading to double gates giving access to a double garage. The property benefits from having UPVC double glazing and gas fired central heating. Emery Street is located within a quarter of a miles distance of Walsall town centre.

### First Floor:

Four Double Bedrooms

### Outside:

(Front) Paved driveway  
(Rear) Double garage, garden

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

### Accommodation:

#### Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Utility Room, Cellar Bathroom having panelled bath, wash basin and wc



**PAUL  
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Estate Agents







## 39 Endwood Court Road, Handsworth, Birmingham B20 2RX

### Property Description:

A three storey extended semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking. The property has been converted to provide two self-contained flats, a one bedroomed flat to the ground floor and a five bedroomed flat to the first and second floor. Endwood Court Road is located off both Handsworth Wood Road and Selbourne Road which can both be found off Church Lane (A4040)

### Accommodation:

#### Ground Floor:

Entrance Hallway giving access to ground floor flat having Lounge, Kitchen, Bedroom and Bathroom with panelled bath, wash basin and wc

### First Floor:

Having Lounge, Kitchen, Three Bedrooms and Bathroom with panelled bath, wash basin and wc stairs to

### Second Floor:

Two Bedrooms, Shower Cubicle and wc

### Outside:

(Front) paved driveway

(Rear) Garden

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)


### Viewings:

Via Cottons – 0121 247 2233

## --- Legal Documents Online ---



Legal Documents

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**110 Brunswick Park Road, Wednesbury,  
West Midlands WS10 9QR**

**Property Description:**

A traditional end terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating, modern kitchen fitments and offered for sale in a presentable condition. Brunswick Road forms part of an established residential area and leads off Wood Green Road (A461) conveniently within approximately half a mile distance from the M6 Motorway (junction 9)

**Accommodation:**

**Ground Floor:**

Front Reception Room, Rear Reception Room, Kitchen with a range of modern units, Rear Entrance Hall with storage area, Bathroom with Victorian style bath, glazed shower enclosure, vanity wash basin and wc

**First Floor:**

Stairs and Landing, Two Double Bedrooms

**Outside:**

(Front) Small walled foregarden

(Rear) Paved yard with shared pedestrian access and lawned gardens

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233





## 411 Gillott Road, Edgbaston, Birmingham B16 9LL

### Property Description:

A substantial semi detached property of brick construction surmounted by a tile clad roof and set back from the road behind a walled foregarden. The property has been within the ownership of the existing vendors for approximately 18 years and has been converted into seven self contained flats for in excess of 16 Years. The property benefits from majority UPVC double glazed windows, mains integrated smoke alarm and fire doors along with emergency lighting, and gas fired central heating. Gillott Road is set in an established residential area and is located off the Hagley Road which provides direct access via public or private transport to Birmingham City Centre being within approximately a mile and a quarters distance.

### Tenancy Information:

All of the flats are currently let on separate Assured Shorthold Tenancy Agreements each producing a monthly rental of £350 per month.  
Total: £2,450 per month (£29,400 per annum).

### Accommodation:

#### Ground Floor:

Communal Entrance Hallway  
Flat 1 having Bedroom/Lounge, Kitchen, Shower Room having shower cubicle, WC and wash basin

Flat 2 having Bedroom/Lounge, Kitchen, Shower Room having shower cubicle, WC and wash basin  
Flat 3 having Bedroom/Lounge, Kitchen, Shower Room having shower cubicle, WC and wash basin

### First Floor:

Landing  
Flat 4 having Bedroom/Lounge, Kitchen, Shower Room having shower cubicle, WC and wash basin  
Flat 5 having Bedroom/Lounge, Kitchen, Shower Room having shower cubicle, WC and wash basin  
Flat 6 having Bedroom/Lounge, Kitchen, Shower Room having shower cubicle, WC and wash basin

### Second Floor:

Flat 7 having Bedroom/Lounge, Kitchen, Shower Room having shower cubicle, WC and wash basin

### Outside:

Front – Walled foregarden  
Rear - Lawned garden

### Legal Documents:

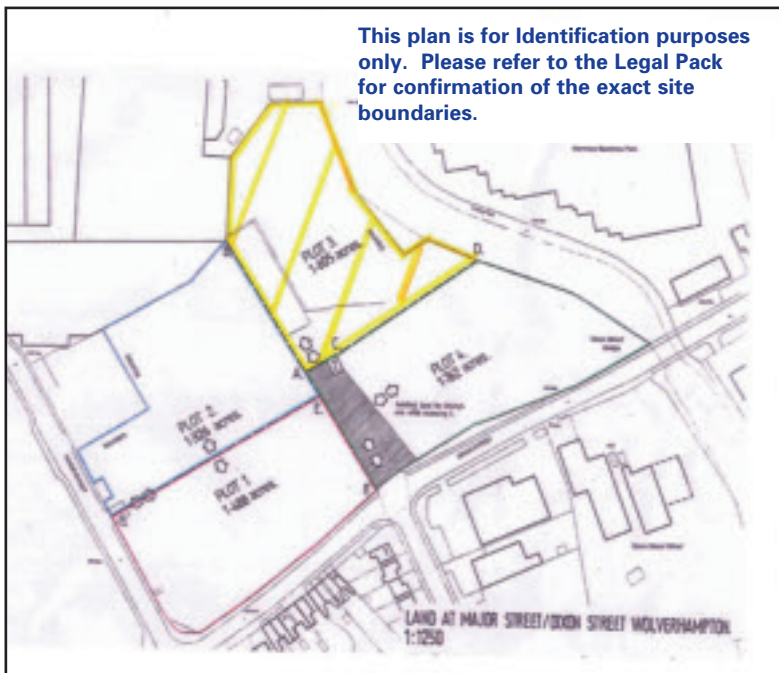
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233



# A Freehold Site with Development Potential Extending to 1.605 Acres



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

## Plot 3 Major Street/Dixon Street, Wolverhampton, West Midlands WV2 2BE

### Property Description:

A parcel of former industrial land irregular in shape and extending to an area of approximately 1.605 acres (0.649 hectares) forming part of a Brownfield site situated to the east side of Major Street and to the north side of Dixon Street approximately one mile distance to the south east of Wolverhampton City Centre. The site is broadly level and hard standing in part and forms part of a mixed area containing a range of both industrial and residential properties. Access for the site is by a right of way which leads off Dixon Street opposite the junction with Durberville Road.

### Planning:

The land may be suitable for a variety of uses and all interested parties should contact the local planning department at Wolverhampton City Council on 01902 556 556 to discuss any proposals which they may have prior to bidding.

Site Area: Approximately 1.605 acres (0.649 hectares)

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

External Only

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Thursday  
16th February  
2012

Meet & network with fellow investors  
Share strategies, knowledge & experiences  
Meet with Brokers, Solicitors & new contacts

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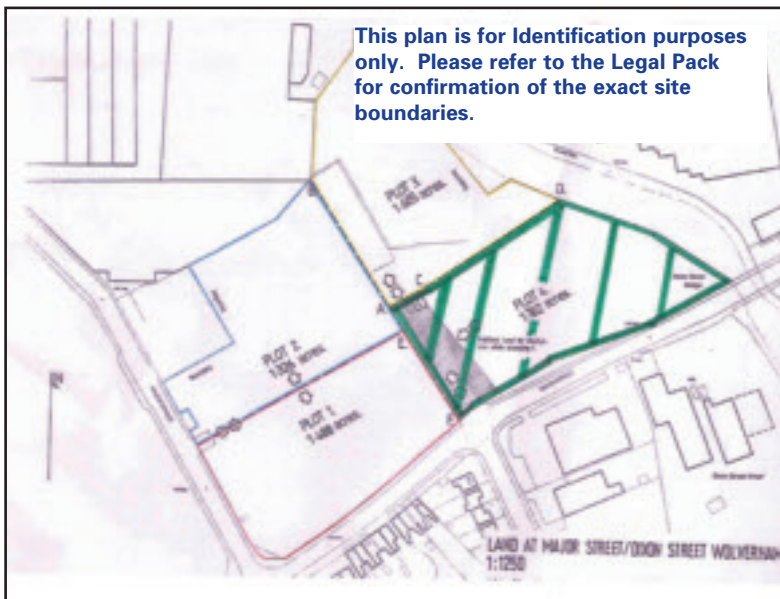
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enter "**cottons**" in the voucher code box.

Want details of other meetings? – Just go to: **[www.pinmeeting.co.uk](http://www.pinmeeting.co.uk)**







## Plot 4 Major Street/Dixon Street, Wolverhampton, West Midlands WV2 2BE

### Property Description:

A parcel of former industrial land irregular in shape and extending to an area of approximately 1.762 acres (0.71 hectares) forming part of a Brownfield site situated to the east side of Major Street and to the north side of Dixon Street approximately one mile distance to the south east of Wolverhampton City Centre. The site enjoys direct frontage to Dixon Street, is broadly level and hard standing in part and forms part of a mixed area containing a range of both industrial and residential properties.

The site includes a driveway (hatched on the plan) situated opposite the junction with Durberville Road which provides a right of way for access to three adjacent parcels of land.

### Planning:

The land may be suitable for a variety of uses and all interested parties should contact the local planning department at Wolverhampton City Council on 01902 556 556 to discuss any proposals which they may have prior to bidding.

Site Area: Approximately 1.762 acres (0.71 hectares)

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

External Only



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 29th March 2012** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





## Land 203 to 205 Stoney Stanton Road, Hillfields, Coventry CV1 4FT

### Description:

A parcel of freehold land situated between numbers 201 and 207 Stoney Stanton Road and extending to an area of approximately 0.124 acres (505sq. mtrs). The site currently comprises of cleared scrub and benefits from rear gated vehicular access off Redcar Road. The property forms part of a predominantly residential area interspersed with a range of retail and commercial premises and conveniently located within approximately half a mile distance from Coventry City Centre.

### Planning:

We are advised by the Local Planning Department at Coventry City Council that subject to design proposals and

the provision of other supporting information, a residential development may be acceptable in policy terms. All interested parties should discuss their proposals for the site with the Local Planning Department at Coventry City Council.

### Legal Documents:

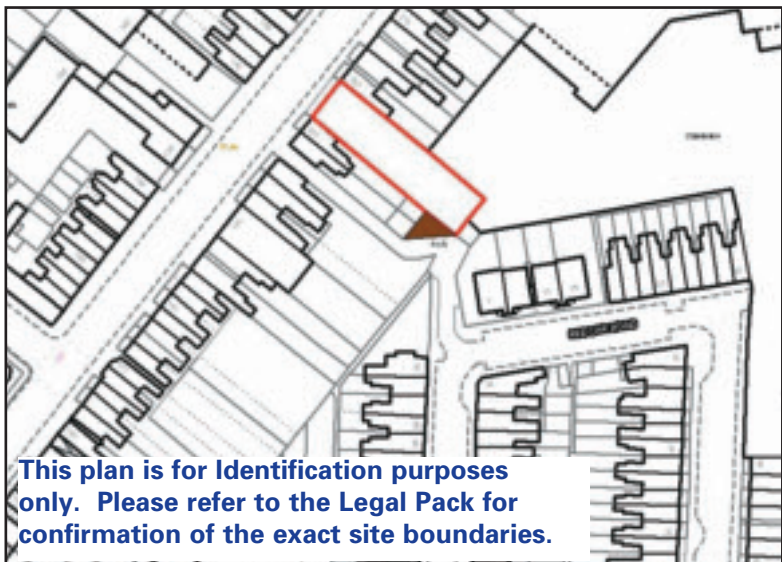
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233



Rear access from Redcar Road



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

## Land Rear of 11A Cromwell Street, Coventry CV6 5EY

### Description:

A parcel of freehold land roughly rectangular in shape extending to an area of 0.091 acres approximately and currently comprising of part scrub land and concrete hard standing. The land is accessed by way of a driveway included within the title located adjacent to number 11A Cromwell Street and subject to third party rights of way over. Cromwell Street forms part of an established mixed area and leads directly off Red Lane which in turn leads off Stoney Stanton Road (B4109)

### Planning:

The site may be suitable for a variety of uses subject to obtaining planning consent. All interested parties should discuss their proposals for the site with the local planning department at Coventry City Council prior to bidding.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233







## Land Adjacent to 312 Westwood Heath Road, Westwood Heath, Coventry CV4 8GP

### Description:

A parcel of freehold land rectangular in shape located adjacent to a pair of semi detached cottages, currently comprising of overgrown scrub land and benefiting from planning consent for the erection of one detached dwelling house. The plot occupies a most sought after location adjacent to the Warwickshire Borders in a semi rural position and within close proximity to the University of Warwick being approximately one mile distance and located approximately five miles distance to the south west of Coventry City Centre. The site extends to an area of approximately 0.173 acres (700sq.mtrs) approximately

January 2012 for the erection of one detached dwelling house. All interested parties should discuss their proposals for the site with the Local Planning Department at Coventry City Council prior to bidding.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

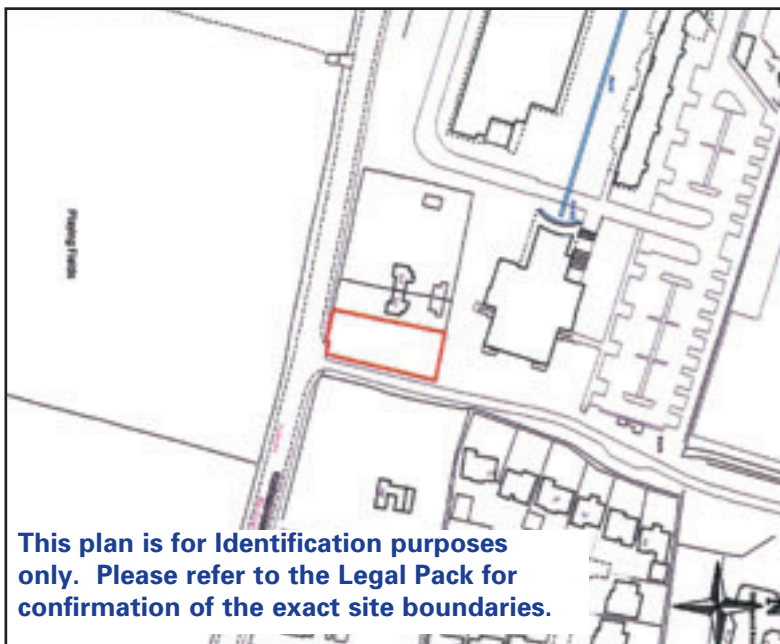
### Viewings:

External Only



### Planning:

Outline Planning Permission has been granted by Coventry City Council Ref: OUT/2011/2058 and dated 11th



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





## Land Opposite 16 & 18 St James Lane, Off London Road, Coventry, West Midlands CV3 3GT

### Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of approximately 0.239 acres (967sq.mtrs) and having planning consent for the erection of a pair of semi detached houses. The site is situated to the western section of St James Lane close to the junction with London Road (B4110) and within approximately one third of a mile distance from Stonebridge Highway (A45) which provides access to the M6 and M69 Motorways and approximately one mile distance from Coventry Airport.

discuss their proposals for the site with the Local Planning Department at Coventry City Council

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

External Only

### Planning:

Outline Planning Consent has been recently granted by Coventry City Council Ref: OUT/2011/2108 for the erection of two semi detached dwelling houses. All interested parties should





**Modern Flat Development known as  
Flats 1 - 4,  
44 Whittleford Road, Nuneaton,  
Warwickshire CV10 9HU**

**Property Description:**

A freehold residential investment opportunity comprising a modern three storey detached purpose built block of four self-contained flats constructed circa 2008/2009 and having the benefit of a 10 year NHBC Guarantee. The property is of cavity brick construction surmounted by a pitched tile clad roof and occupies a site which extends to approximately 318sq. mtrs and further contains a yard area along with 6 car parking spaces located to the rear. The apartments themselves comprise of two one bedroom flats located to the ground floor and two duplex style two bedroom flats to the first and second floors over. Each flat benefits from gas fired central heating, UPVC double glazed windows and a range of modern fitments. The property is prominently situated at the junction of Spinney Lane forming part of a predominantly residential area located approximately one and a half miles distance to the west of Nuneaton Town Centre.

**Tenancy Information:**

Each Flat is currently let on an Assured Shorthold Tenancy at the following rentals:

Flat One: £440 p.c.m.  
Flat Two: £440 p.c.m.  
Flat Three: £495p.c.m.  
Flat Four: £495 p.c.m.

**Total Rental Income:** £1,870 p.c.m. (£22,440 per annum)

**Accommodation:**

The accommodation has not been inspected and we have relied upon information provided by the vendor, as follows:

**Ground Floor:**

**Flat One:** Reception Hall, Open Plan Lounge/Kitchen, Bedroom, Bathroom

**Flat Two:** Reception Hall, Open Plan Lounge/Kitchen, Bedroom, Bathroom

Shared Stair access to:

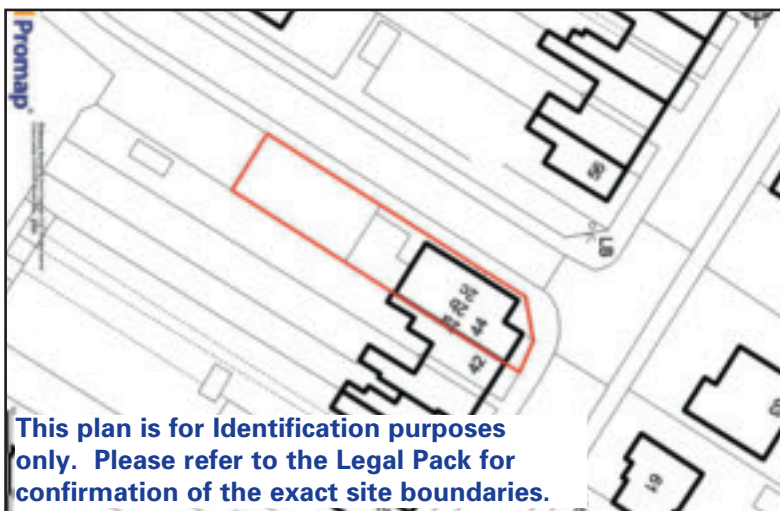
**Flat Three:**
**First Floor:**

Reception Hall, Open Plan Lounge/Kitchen, Bedroom, Shower Room

Stairs leading to:

**Second Floor:**

Landing, Master Bedroom and Bathroom



**Flat Four:**  
**First Floor:**

Reception Hall, Open Plan Lounge/  
Kitchen, Bedroom, Shower Room

Stairs leading to:

**Second Floor:**

Landing, Master Bedroom and  
Bathroom

**Outside:**

Rear yard area and car parking for  
six cars

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233



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### Flat 20, School Lofts, Cecil Street, Walsall, WS4 2AZ

#### Property Description:

A two bedroomed muse style property forming part of a residential gated development that has been formally converted from an existing school to provide 28 self contained units. The property benefits from having UPVC double glazing, electric heating and modern kitchen and bathroom fitments, and furthermore benefits from have front and rear entrances and gated communal parking. Cecil Street is located off Butts Road which in turn can be found off Lichfield Street.

#### Accommodation:

##### Ground Floor:

Entrance Hallway, Lounge/Kitchen, Bedroom 1, Shower room having single shower cubicle, wash hand basin and wc

#### First Floor:

Bedroom 2 with en-suite bathroom having single shower cubicle, wash hand basin and wc

#### Outside:

(Front) Small Patio Area

(Rear) Communal parking

#### Leasehold Information:

Term: 125 years from 1st April 2005

Ground Rent: £250.00 per annum

Service Charge: £725.00 per annum

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233

Find us on the web @

[www.cottons.co.uk](http://www.cottons.co.uk)

E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)









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

#### Description:

A Public House predominantly of two storey brick construction surmounted by a pitched tile clad roof benefiting from self contained living accommodation and in need of complete refurbishment and modernisation. The property occupies a square shaped plot which extends to a total site area of approximately 0.25 acres (0.1 hectares) and is prominently situated at the junction of Underhill Street and located directly adjacent to the Titford Canal. The property forms part of a mixed commercial and residential area and is conveniently located within approximately one quarter of a mile distance from Langley Green Railway Station, one mile distance from Oldbury Town Centre and one and a half miles distance from the M5 Motorway (junction 2).

#### Planning:

The property may be used as the existing Public House or may be suitable for alternative uses including residential conversion subject to obtaining the appropriate planning consent from the local planning department at Sandwell MBC. It is assumed that all interested parties have discussed any proposed schemes with the local planning department prior to bidding.

#### Accommodation:

##### Ground Floor:

Laid out as a Public House: 222sq. mtrs (2,388sq.ft)

Basement Ancillary

Accommodation: 174.44sq.mtrs (1,876sq.ft)

##### First Floor:

Residential Accommodation having Three Rooms and Kitchen: 46.29sq.mtrs (498sq.ft)

##### Second Floor:

Ancillary Accommodation: 29.57sq. mtrs (318sq.ft)

Total Floor Area: 472.37sq.mtrs (5,080sq.ft) approximately

##### Outside:

Tarmacadam car park accessed from Underhill Street and providing ample off road car parking and leading to a rear yard area

Total Site Area: approximately 0.25 acres (0.1 hectares)

#### Legal Documents:

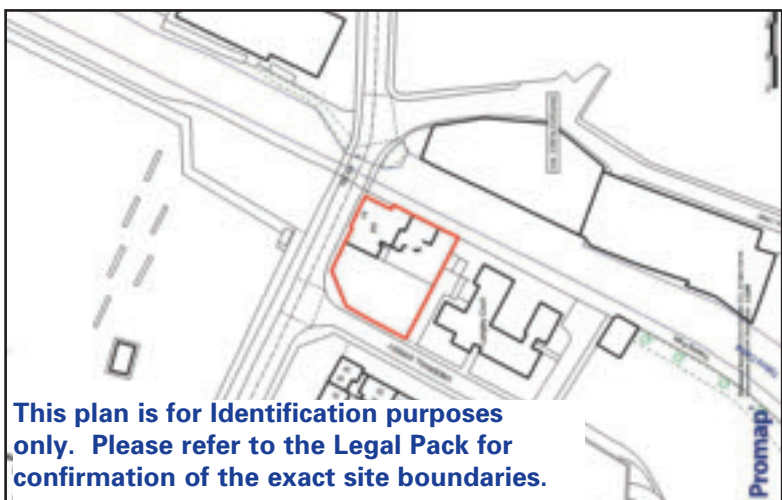
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233

**Note:** The property is in a poor state of repair and all parties viewing this property must do so with utmost caution. Neither the auctioneers nor the vendors accept any liability for injury or harm caused. A torch is recommended for all parties viewing.

**Note:** The purchaser will be responsible for payment of VAT on the full purchase price at the current rate.





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

## Land to the South of 18 – 24 Lye Cross Road, Rowley Regis, West Midlands (Ref: LAND 24K)

### Description:

The land comprises an irregular shaped unfenced site of about 0.134 acres (543 sq. mtrs) measuring approximately 41metres wide and averaging between 12 to 18 metres deep and situated to the rear of a row of houses known as 18 to 24 Lye Cross Road. The site is part of a large area of public open space bounded by housing.

Site boundaries have been surveyed and the plot boundaries can be set out for a charge using GPS survey equipment.

### Planning:

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

### Location:

The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is to the south of 18 – 24 Lye Cross Road approached via a right of way from Portway Hill.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

External Only

## IMPORTANT NOTICE

### Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit Card

(credit card payments subject to a surcharge of 1.95%)

*Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 1.95% surcharge is payable.*

Personal/Company Cheque

(all cheques are subject to a valid form of identification eg. passport or driving licence)

If you have any questions regarding Deposit payment then please contact our Auction Department prior to the Sale day.



# Freehold Vacant Possession On the Instructions of the Joint LPA Receivers



**50 Hilton Road, Willenhall,  
West Midlands WV12 5XE**

## Property Description:

A three bedrooom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Hilton Road is located off Beacon Road which in turn can be found off Essington Road (A462)

## Accommodation:

### Ground Floor:

Porch, Entrance Hallway, Cloakroom with washbasin, Lounge, Kitchen/Diner

## First Floor:

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

## Outside:

(Front) Lawned Garden

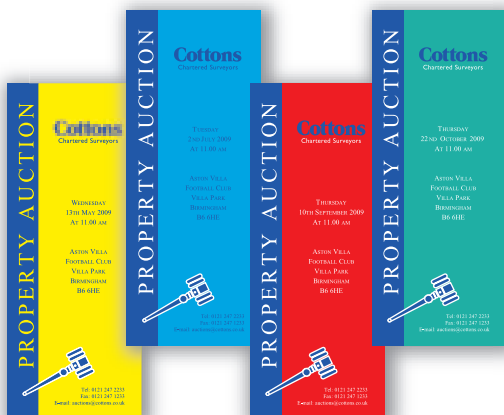
(Rear) Garden

## Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

## Viewings:

Via Cottons – 0121 247 2233



# IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 29th March 2012** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



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**238 College Road, Great Barr,  
Birmingham B44 8HE**

**Property Description:**

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a gravelled fore-garden and shared driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on the College Road (A453) in between Wrekin Road and Epwell Road.

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Lounge, Dining Room, Kitchen, Conservatory

**First Floor:**

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

**Outside:**

(Front) shared driveway and gravelled foregarden

(Rear) Lawned Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

**ID**

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

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

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





### 410 Bearwood Road, Smethwick, West Midlands B66 4EX

#### Property Description:

A two storey terraced retail premises with flat accommodation over of brick construction surmounted by a pitched tile clad roof and benefiting from mostly UPVC double glazed windows. The property forms part of a parade of similar units located close to the junction with Reginald Road and forms part of a mixed commercial and residential area, conveniently within approximately one quarter of a mile distance from Bearwood Shopping Centre which provides access to a wide range of retail services and amenities.

#### Tenancy Information:

##### 410 Bearwood Road:

Retail Shop: Let as a Property Letting Agents trading as William Knight on a lease for a term of 5 years from the 1st January 2010 at a rental of £7,000 per annum. We are advised by the receivers that the rent has been paid to the debtor in full for the remainder of the term with no further rent due.

##### 410A Bearwood Road:

Flat/Living Accommodation: Let for a term of 2 years from the 1st September 2010 at a rental of £2,100 per annum paid in advance to the debtor for the full term of the agreement.

#### Accommodation

Whilst the auctioneers have not inspected the property, we understand that it comprises of the following:

##### Ground Floor

Retail Shop: currently trading as letting agents with ancillary accommodation and wc

Gross internal Area:  
56.3sq.mtrs (606sq.ft) (source of information: Valuation Office Agency website)

##### First Floor

Flat with rear access

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

No access arrangements available

**IMPORTANT NOTE: Any persons wishing to bid for this property must produce a bankers draft at the fall of the auctioneers hammer for a sum of £8,500. Failure to do so will result in the Lot being reoffered for sale immediately thereafter. The bankers draft will be treated as payment towards the auction deposit and any shortfall must be paid before leaving the auction room.**





### 412 Bearwood Road, Smethwick, West Midlands B66 4EX

#### Property Description:

A two storey traditional built mid terraced retail premises with living accommodation/flat over of brick construction surmounted by a pitched tile clad roof and benefits from UPVC double glazed windows. The property forms part of a parade of similar units located close to the junction with Reginald Road and forms part of the popular Bearwood Road conveniently within approximately one quarter of a mile distance from the main Bearwood Shopping Centre providing access to a wide range of retail services and amenities.

#### Tenancy Information:

##### 412 Bearwood Road:

Retail Unit: Let as a Nail Salon on a lease for a term of 5 years from the 1st September 2010 at a rental of £3,000 per annum. We are advised by the receivers that the rent has been paid to the debtor in full for the remainder of the term with no further rents due.

##### 412A Bearwood Road:

Flat/Living Accommodation: Let for a term of 2 years from the 15th August 2010 at a rental of £2,100 per annum paid in advance to the debtor for the full term of the agreement.

#### Accommodation:

Whilst the auctioneers have not inspected the property, we understand from the receivers that it comprises of the following:

#### Ground Floor:

Retail Shop with Kitchen and wc facilities

Gross internal Area:

48.92sq.mtrs (527sq.ft) (source of information: Valuation Office Agency website)

#### First Floor:

Flat/Living accommodation: accessed from the rear and comprising Living Room, Bathroom, Kitchen and Bedroom and benefiting from gas fired central heating

#### Outside

Rear yard

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

No access arrangements available

#### IMPORTANT NOTE:

**Any persons wishing to bid for this property must produce a bankers draft at the fall of the auctioneers hammer for a sum of £8,500. Failure to do so will result in the Lot being reoffered for sale immediately thereafter. The bankers draft will be treated as payment towards the auction deposit and any shortfall must be paid before leaving the auction room.**





### 414 Bearwood Road, Smethwick, West Midlands B66 4EU

#### Property Description:

A traditional built end terraced retail premises of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and comprising of ground floor offices having a single storey rear extension and previously occupied by a firm of solicitors. The property occupies a prominent position located at the junction of Reginald Road which also provides access to a rear car park. The property forms part of the popular Bearwood Road conveniently within approximately one quarter of a mile distance from the main Bearwood Shopping Centre providing access to a wide range of retail services and amenities.

#### Tenancy Information:

414 Bearwood Road:  
The property is let on a lease for a term of 5 years from the 1st July 2010 at a rental of £3,000 per annum, subject to a two year rent free period and rent will be due from 1st July 2012.

#### Accommodation:

Whilst the auctioneers have not inspected the property, we have referred to the Valuation Office Agency Website which states the following:

#### Ground Floor:

Offices with Ancillary Accommodation: 96sq.mtrs (1,033sq.ft)

#### First Floor:

Office Accommodation which may now have been converted to residential: 46.6sq.mtrs (501sq.ft)

#### Second Floor

Storage: 17.5sq.mtrs (188sq.ft)

#### Outside:

Rear car park

Total Floor Area: 165sq.mtrs (1,776sq.ft) approximately

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

No access arrangements available

#### IMPORTANT NOTE:

**Any persons wishing to bid for this property must produce a bankers draft at the fall of the auctioneers hammer for a sum of £8,500. Failure to do so will result in the Lot being reoffered for sale immediately thereafter. The bankers draft will be treated as payment towards the auction deposit and any shortfall must be paid before leaving the auction room.**





### 476 Bearwood Road, Bearwood, West Midlands B66 4HA

#### Property Description:

A traditional built mid terraced retail shop of partly rendered brick construction surmounted by a pitched tile clad roof, and located in a mixed parade of retail units, situated close to the junction with Ethel Street. The property, which is two-storey, contains a hairdressing salon to the ground floor with living accommodation/flat to the first and second floors over.

#### Tenancy Information:

Hairdressing Salon: Let on a licence for a term of 6 months from 1st August 2011 paying £500 per calendar month.

Flat/Living Accommodation: Holding over on a tenancy which expired on 31st August 2011 at a rental of £3,000 per annum. The receivers have also been presented with a second tenancy agreement from 1st October 2010 for a term of two years at a rental of £1,632 per annum, paid in advance to the debtor for the full term of the agreement.

#### Accommodation:

Whilst the auctioneers have not inspected the accommodation we understand from the receivers that it comprises of the following:

#### Hairdressing Salon:

##### Ground Floor:

Retail Sales area/Hairdressing Salon – 36.14 sq m (389 sq ft), Kitchen/Store – 3.81 sq m (41 sq ft).

#### Flat/Living Accommodation:

##### First Floor:

Living Room, Kitchen, Bathroom, Double Bedroom

##### Second Floor:

Attic Bedroom

#### Outside:

Small paved forecourt and pedestrian entry access at the rear leading off Ethel Street.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

No access arrangements available

#### IMPORTANT NOTE:

**Any persons wishing to bid for this property must produce a bankers draft at the fall of the auctioneers hammer for a sum of £8,500. Failure to do so will result in the Lot being reoffered for sale immediately thereafter. The bankers draft will be treated as payment towards the auction deposit and any shortfall must be paid before leaving the auction room.**



## 53 Capethorn Road, off Waterloo Road, Smethwick, West Midlands B66 4LY

Note: The Auctioneers have been unable to inspect this property and the following details were prepared for our auction on 3rd March 2004 when the property was last sold however we cannot provide any warranties that this information is correct and all interested parties must make their own enquiries prior to bidding.

### Property Description:

A single storey commercial unit situated adjacent to number 51 Capethorn Road and having vehicular access by way of a gated driveway. The property is irregular in shape and is of brick wall construction having a roller shutter door entrance. Capethorn Road itself runs directly between Waterloo Road and Bearwood Road.

### Tenancy Information:

The property is let on a lease for a term of two years from 1st July 2010 at a rental of £1,000 per annum, paid in advance to the debtor for the full term.

### Accommodation:

#### Ground Floor:

Vehicular driveway to single storey Workshop  
Frontage – 6.63 metres (21 ft) Rear width – 13.6 metres (44 ft)  
Total Workshop area – 110 sq mtrs (1184 sq ft) approximately  
Office – 8 sq mtrs (85 sq ft) and WC.

### Outside:

(front) – Paved yard and driveway

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

No access arrangements available

### IMPORTANT NOTE:

**Any persons wishing to bid for this property must produce a bankers draft at the fall of the auctioneers hammer for a sum of £3,000. Failure to do so will result in the Lot being reoffered for sale immediately thereafter. The bankers draft will be treated as payment towards the auction deposit and any shortfall must be paid before leaving the auction room.**





## 2A Elliott Road, Selly Oak, Birmingham, B29 6LA

### Property Description:

A substantial corner property of traditional brick construction surmounted by a pitched tile clad roof, located at the junction of Lottie Road and Elliott Road and within approximately 100 yards from Bristol Road (A38), which provides direct access to Birmingham City Centre and located within approximately one miles distance from Birmingham University. The property comprises of a ground floor Pizza/Hot Food Take-Away with gated rear access, along with substantial living accommodation to the remaining ground floor and first and second floors over. The living accommodation benefits from gas fired central heating.

### Tenancy Information:

Pizza/Take-Away – Let on a lease expiring 16 June 2014 at a current rental of £7,000 per annum increasing 17 June 2013 to £7,500 per annum. We understand that the tenant further pays by way of an informal Licence the sum of £1,000 per annum in respect of the rear store/shed. The tenant has been in occupation since 2003.

Living Accommodation – Let on an Assured Shorthold Tenancy expiring 30th June 2012 at a rental of £1000 per calendar month.

Total Current Income - £1,666 per calendar month (£20,000 per annum).

### Accommodation:

#### Ground Floor:

Pizza/Take-Away – 26 sq m (280 sq ft) with laminate flooring and a range of fitted units, Preparation Area – 1.95 sq m (21 sq ft) with stainless steel sink and gas hob.

#### Living Accommodation:

Reception Hall, Utility Room/Store, Lounge, Kitchen with range of units, built in oven, hob and cooker hood, Rear Entrance Lobby, Bathroom with modern suite comprising panelled bath with electric shower over, pedestal wash basin and WC.

#### First Floor:

Stairs and Landing, Four Bedrooms.

#### Second Floor:

Stairs to Attic Bedroom.

#### Outside:

Rear – Gated vehicular access to rear yard and store.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233







**67 Rowood Drive, Solihull,  
West Midland, B92 9NG**

**Property Description:**

A middle of terrace ground floor lock up shop forming part of a three storey block with shops at ground floor level and separately occupied self-contained residential accommodation above.

Adjacent or nearby traders include a Takeaway, Hairdresser, Funeral Director, Newsagent and Fish & Chip shop.

The property is located in a predominantly residential area approximately 1½ miles from Solihull Town Centre

**Accommodation:**

The premises comprise a shop with a net internal area of approximately 616 sq.ft (57.2 sq.m)

To the rear of the shop, is a kitchen with a net internal area of 20 sq.ft (1.9 sq.m) and a toilet with WC and wash basin.

**Tenure:**

We are informed the property is held leasehold for a term of 99 years with effect from 25th March 1983, at a current annual ground rent of £55.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

**ID & REGISTRATION**

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

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

We now require all bidders 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





## Unit 10L Buntsford Business Park, Buntsford Park Road, Bromsgrove B60 3DX

### Property Description:

A modern two storey office building forming part of a business park and providing well laid out and flexible accommodation incorporating a range of modern fitments and benefiting from air conditioning, gas fired central heating, double glazed windows with roller shutter protection, security alarm, suspended ceilings and three car parking spaces located immediately to the front of the building. The property is approached by way of an estate road which leads directly off Buntsford Park Road and which in turn leads off Stoke Road (A38) at the traffic roundabout junction adjacent to Morrison's Superstore.

### Accommodation:

#### Ground Floor:

Reception Entrance, Board Room, Office/Store, Store Room, Kitchen with a range of modern fitted units, Male and Female toilets

### First Floor:

Stairs to Open Plan Office Accommodation

### Outside:

Forecourt providing three car parking spaces

### Total Net Internal Floor Area:

116.87sq.mtrs (1,258sq.ft)

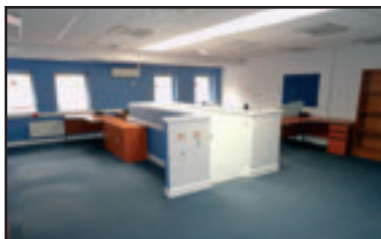
### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The purchaser will be responsible for the payment of VAT on the full purchase price





### 369 Stratford Road, Sparkhill, Birmingham B11 4JY

#### Property Description:

A substantial three storey double fronted retail premises of traditional brick construction surmounted by a pitched slate clad roof, having a two storey extension located to the rear which benefits from access via a gated driveway/right of way. The property directly fronts the busy Stratford Road (A34) close to the junction with Alfred Road and forms part of the busy Sparkhill Shopping area containing a wide range of retail amenities and services serving the surrounding predominantly residential area.

#### Tenancy Information:

Ground Floor: Let on a lease for a term of 5 Years from 1st May 2010 at a rental of £30,000 per annum and trading as 'Suits Me' ladies outfitters and dress ware.

First and Second Floor: Accommodation: The accommodation is believed to be occupied although the receivers cannot confirm any information relating to any tenancies or lease which may be in place. All parties must make their own enquiries prior to bidding.

#### Accommodation:

##### Ground Floor:

Double Fronted Retail Shop Premises with roller shutter protection, Two Changing Rooms, Store Room, Cloak Room with wc and wash basin and Rear Hallway/Loading Area with roller

shutter access to rear shared driveway leading off Alfred Road

First Floor and Second Floor: Accommodation: Accessed from Rear Driveway (Accommodation not inspected)

#### Gross Internal Area:

Ground Floor Only: 129sq.mtrs (1,389sq.ft) approximately

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233







## Unit 3, Oak Court, Pilgrims Walk, Prologis Park, Kersesley, Coventry, CV6 4QH

### Property Description:

The property is located approximately 3 miles north of Coventry City Centre and within 1 mile of Junction 3 of M6 motorway.

The property forms part of a modern distribution and business park development located on Pilgrims Walk, which leads off Central Boulevard.

The property comprises a modern purpose built and self-contained two storey end of terraced office building, forming part of a development of similar units and within a landscaped environment with car parking.

The premises provide open plan office accommodation at ground and first floor levels. Some portioning has been introduced a first floor level, so as create a general office and a series of perimeter offices.

Specification includes suspended ceiling with modern integrated lighting modules, a combined electric heating and air conditioning system, double glazed windows, secure door entry system, floor boxes for cable management and carpet tiles on raised floors.

There are toilet facilities on both the ground floor and first floor.

### Accommodation:

#### Ground Floor:

Ground Floor Net Internal Area  
1,197 sq.ft (111.2 sq.m)

First Floor Net Internal Area  
1,383 sq.ft (128.5 sq.m)

Total Net internal Area  
2,580 sq.ft (239.7 sq.m)

### Outside:

The right to park 9 cars

### Tenure:

The property is Leasehold  
The Lease is for a term of 999 years from 25th December 2005, at an annual ground rent of 1 peppercorn.  
Service Charge refer to legal pack

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

No access arrangements available

### VAT

The buyer shall be responsible for the payment of VAT on the full purchase price at the current rate.



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





### 39 Braemar Drive, Erdington, Birmingham B23 7HW

#### Property Description:

A three bedroom detached bungalow set back from the road behind a paved fore- garden and surmounted by a tiled roof. The property benefits from having double glazing and gas fired central heating. Braemar Drive is located off Ivyfield Road which in turn is located off Marsh Hill (A4040).

#### Accommodation:

##### Ground Floor:

Entrance Hallway, Lounge, Kitchen, Three Bedrooms, Bathroom having panelled bath, washbasin and wc

#### Outside:

(Front) Paved and gravelled Garden, Garage

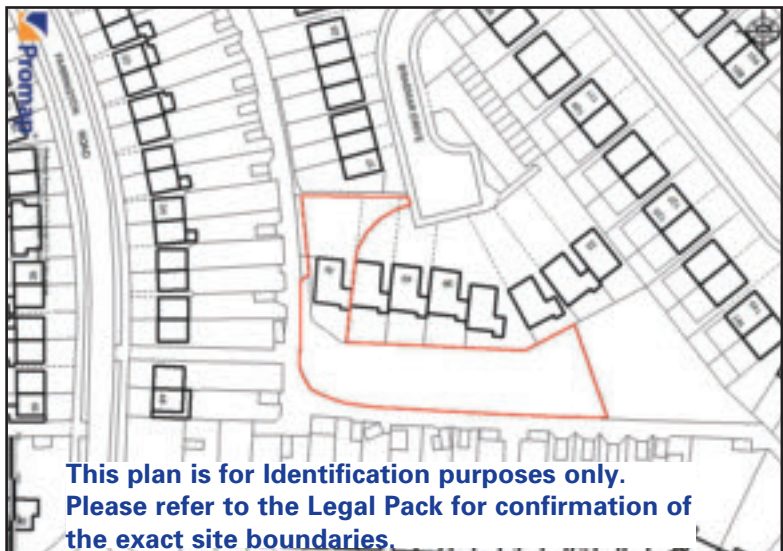
(Rear) Lawned Garden and Patio Area

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233





## 296-298 Gravelly Lane and Land to the Rear of 296 -306 Gravelly Lane, Erdington, Birmingham, B23 5SB

### Property Description:

A pair of three bedroomed semi-detached properties that have been converted to provide one detached five bedroomed dwelling of brick construction surmounted by a tiled roof set back from the road behind a gated and paved foregarden. The property further benefits from having a parcel of land extending to the rear of 296-306 Gravelly Lane, previously used as a pony paddock with access off Goosemoor Lane. The site as a whole extends to approximately 0.53 Acres and benefits from having planning permission for the erection of twelve apartments however this would include part demolition of 296 Gravelly Lane to allow vehicular access to the development, leaving 298 Gravelly lane as a three bedroomed detached House. The site is located on Gravelly Lane close to the junction with Goosemoor Lane.

### Planning:

Planning consent was granted on the 24th of March 2011 (Ref: 2011/00652/PA) by Birmingham City Council for the part demolition and refurbishment

of 296 Gravelly Lane. New access off Gravelly Lane and erection of twelve apartments within a two and three storey building with associated car parking and landscaped grounds at 296-306 Gravelly Lane and land to rear, Erdington, Birmingham.

### Accommodation:

#### Ground Floor:

Entrance Porch, Lounge, Kitchen/ Breakfast Room, Conservatory, wc

#### First Floor:

Five Bedrooms (Master Bedroom having en-suite comprising panelled bath, washbasin and wc), Bathroom having corner bath and wc

#### Outside:

(Front) Walled foregarden

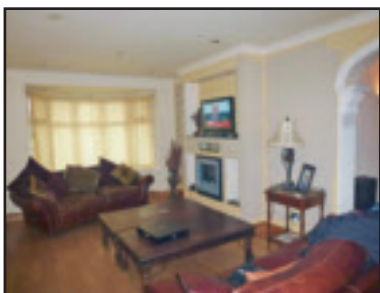
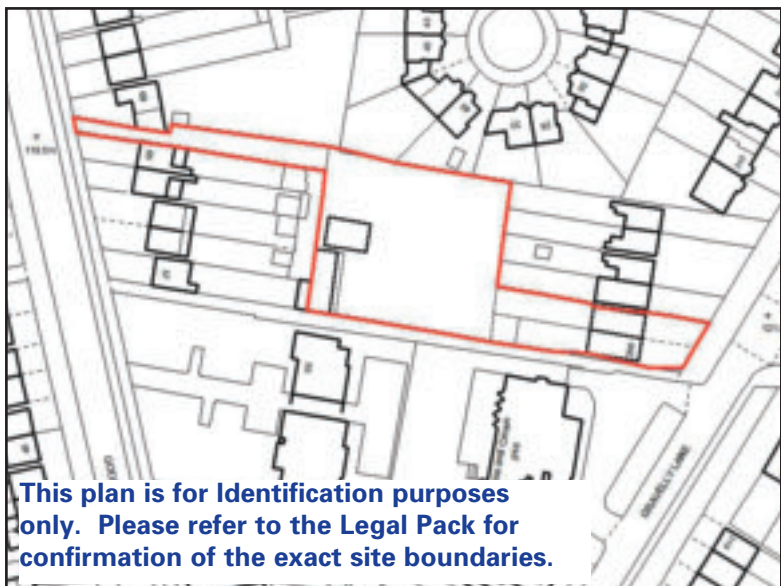
(Rear) Lawned garden

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233





## 21 Lime Street, Wolverhampton WV3 0EY

### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and modern kitchen fitments. The property forms part of an established residential area located off Owen Road which in turn leads off Lea Road and the property is conveniently within approximately half a mile distance to the south west of Wolverhampton City Centre.

### Accommodation:

#### Ground Floor:

Lounge, Dining Room, Kitchen with a range of modern wall and floor units, Bathroom with panelled bath, pedestal wash basin and wc

#### First Floor:

Bedroom One (double), Bedroom Two (double), Bedroom Three (single)



### Outside:

Rear: Yard, shared pedestrian access and garden

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

# Cottons

## Chartered Surveyors

## Residential Sales

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

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

**0121 247 4747**  
**[domalley@cottons.co.uk](mailto:domalley@cottons.co.uk)**

361 Hagley Road, Edgbaston, Birmingham, West Midlands B17 8DL

**[www.cottons.co.uk](http://www.cottons.co.uk)**

Regulated by RICS





# Long Leasehold Commercial Premises (994 Years Unexpired)

By Instruction of The Mortgagees Not In Possession



## Unit 9, Plot 3, Walsall Enterprise Park, Regal Drive, Walsall WS2 9HQ

### Property Description:

A semi detached modern portal framed retail/workshop unit fronting a courtyard parking/loading area and forming part of Walsall Enterprise Park which contains a wide range of modern business units constructed by St Modwen between 2000 and 2008. Regal Drive leads off Wednesbury Road and the property is conveniently within three quarters of a mile distance from Walsall Town Centre and approximately two miles distance from the M6 Motorway (junction 9)

### Accommodation:

Whilst the accommodation has not been inspected, we have referred to the developers original marketing brochure which states the property extends to an area of 204sq.mtrs (2,196sq.ft)

### Leasehold Information:

Term: 999 Years from 1st January 2007

### Important Note:

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation

as to whether or not the property is occupied nor can they provide confirmation of any tenancies that may or may not be in place.

All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

Please note that where the accommodation has not been inspected, the auctioneers cannot warrant the information provided by third parties and all interested parties must satisfy themselves as to the exact property that they are purchasing by referring to the Title Register and Plan located in the legal pack. Whilst the building is physically numbered 4 the Land Registry documents refer to the property as Unit 9.

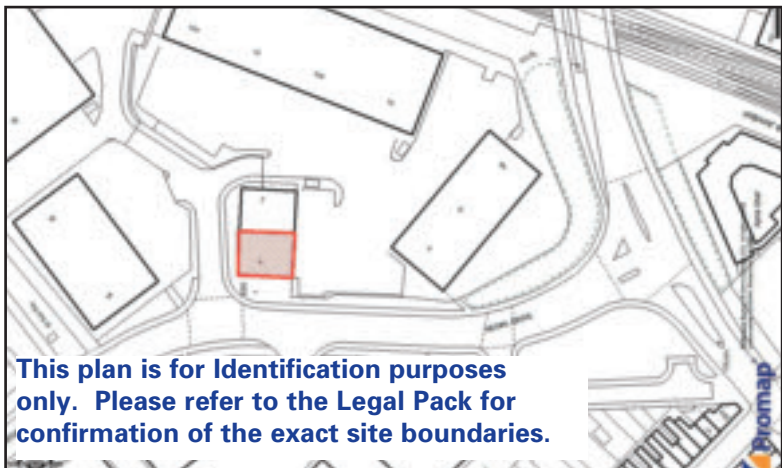
### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

External Only

**Note:** The purchaser will be responsible for payment of VAT on the full purchase price at the current rate.



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





## Sports and Cricket Ground, Droitwich Road, Worcester WR3 7SW

### Property Description:

A parcel of freehold land roughly rectangular in shape extending to approximately 5 acres. The Sports ground has been used by a local football team for the past two years and whom we understand maintain the ground. This is an informal arrangement and no fee is charged for this use.

The land benefits from having main road frontage, septic tank drainage and mains water and electricity available on site. The parcel of land is located on Droitwich Road (A38) located between the junctions of Claines Lane and John Comyn Drive.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)



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



## The Old Crown, 9 Sheepwash Lane, Tipton, West Midlands, DY4 7JF

### Property Description:

The property is located within the Great Bridge district of Tipton, approximately 8 miles west of Birmingham City Centre, and 2 miles west of West Bromwich Town Centre.

The property is situated on the northern side of Sheepwash Lane (B4166) close to its junction with Whitehall Road.

The property comprises a site of approximately 400 sq.m currently developed to provide a vacant public house.

The main building to the Sheepwash Lane frontage is of substantial three storey brick and tile construction. There is a two storey wing building to the rear of the property of similar construction to the main building, and a number of single storey additions and out buildings.

### Accommodation:

The property was unoccupied at the time of inspection and has been secured. Accordingly, the auctioneers have not inspected the property internally. It is however, thought that prospective purchasers may be inclined to redevelop the property.

### Planning:

The property has previously been used as a public house falling within Use Class A4 (drinking establishment). In accordance with planning legislation, redevelopment for A1 (shops) A2 (financial and professional services) or A3 (restaurants and cafes) is permitted.

Alternatively, the property may have potential for residential use subject to the grant of planning permission.

### VAT

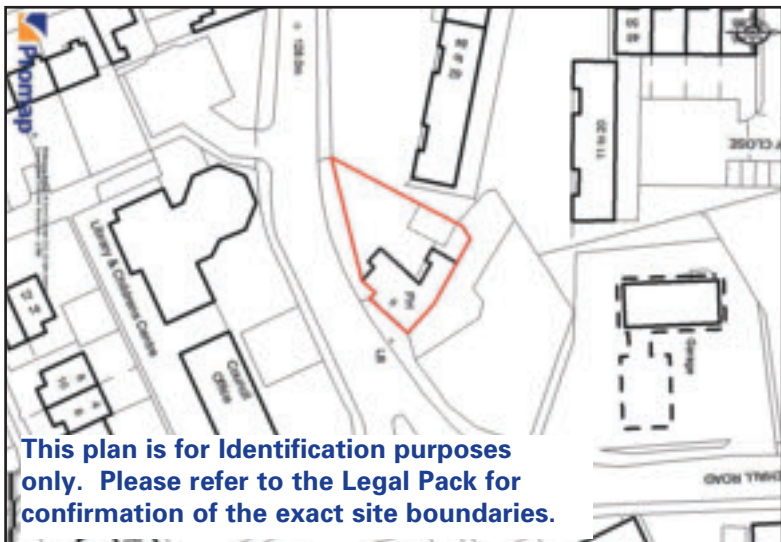
The sale proceeds shall attract VAT.

### Legal Documents:

Available at [www.cottons.co.uk](http://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.**





## 53 Cartland Road, Sparkbrook, Birmingham B11 1EQ

### Property Description:

A three bedroom detached property of brick construction surmounted by a tiled roof. The property benefits from having UPVC double glazing and gas fired central heating and off road parking via double gates located on white road. Cartland Road is located off Anderton Road which in turn is located off Grantham Road.

### Accommodation:

#### Ground Floor:

Lounge, Dining Room, Kitchen, Bathroom having panelled bath, washbasin and wc

### First Floor:

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

### Outside:

(Rear) Garden and Stores

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233







**Land Adjacent to West Midlands House,  
Gipsy Lane, Willenhall WV13 2HA**

**Description:**

A parcel of freehold land roughly rectangular in shape and extending to a site area of approximately 0.249 acres (1,007sq.mtrs) and having a frontage of 28.2mtrs (92ft). The land parcel directly fronts Gipsy Lane adjacent to a serviced office building known as West Midlands House and the rear boundary abuts the former Willenhall Leisure Centre. Gipsy Lane is located off Walsall Street and forms part of a mixed area containing a wide range of residential, commercial and retail properties.

planning department at Walsall Council. It is assumed that all interested parties have discussed their proposals for the site with the local planning department prior to bidding.

Total Site Area: 0.249 acres  
approximately (1,007sq.mtrs)  
Frontage: 28.2mtrs (92ft)

**Legal Documents:**

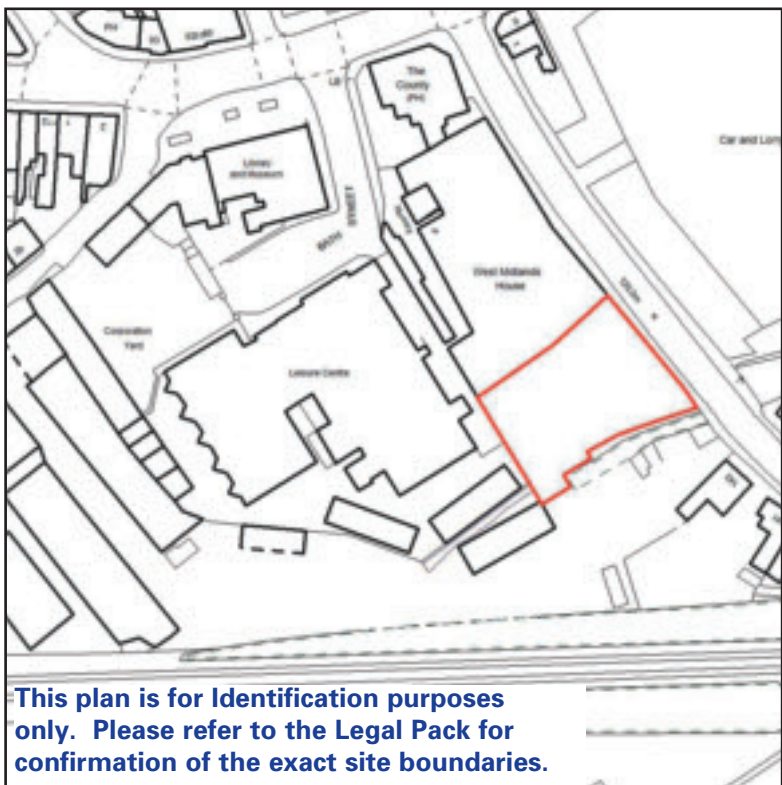
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

External Only

**Planning:**

The site may be suitable for redevelopment of a wide range of uses subject to obtaining the appropriate planning consent from the local



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



**Freehold Ground Rent**  
**217 – 219 Cherrywood Road,**  
**Bordesley Green, Birmingham B9 4XD**

**Description:**

A freehold ground rent secured upon a commercial factory premises of brick construction and forming part of a mixed residential and commercial area. The property is subject to a long lease for a term of 99 years from 24th June 1950 and the freeholder is entitled to receive a ground rent from the lessee of £45 per annum.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

External Only



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**Scott Hendry**  
 National Development Manager  
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## Freehold Ground Rent 1 Shakespeare Close, Caldicot, Gwent NP26 4LN

### Description:

A freehold ground rent secured upon a modern end terraced house situated in the town of Caldicot and located approximately six miles distance to the south west of Chepstow. The property is subject to a long lease for a term of 99 years from the 1st of January 1964 and the freeholder is entitled to receive a ground rent from the lessee of £13.00 per annum.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Not Applicable

# PLANNING PERMISSION

# BUILDING PLANS

# BUILDING SURVEYS

planning  
headaches  
removed...



**STOP PRESS:** Reduced fees for renewing planning permissions were introduced by the Government on 26th February 2010:

- £50 for householder applications.
- £500 for major applications.
- £170 in any other case.

Contact John Wilson or Glenda Parkes on  
0121-777-1333

**EXTENSIONS - ALTERATIONS - NEW BUILD**

**thetylerparkespartnership**  
architecture      town planning      design

ONE OF OUR PLANNERS WILL BE AVAILABLE DURING THE  
MORNING AT THE AUCTION TO GIVE ADVICE



**COTTONS**  
THE AUCTIONEERS



### Freehold Ground Rent 5 Shakespeare Close, Caldicot, Gwent NP26 4LN

**Description:**

A freehold ground rent secured upon a modern mid terraced house situated in the town of Caldicot and located approximately six miles distance to the south west of Chepstow. The property is subject to a long lease for a term of 99 years from the 1st of January 1964 and the freeholder is entitled to receive a ground rent from the lessee of £13.00 per annum.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Not Applicable

### Freehold Ground Rent 7 Shakespeare Close, Caldicot, Gwent NP26 4LN

**Description:**

A freehold ground rent secured upon a modern mid terraced house situated in the town of Caldicot and located approximately six miles distance to the south west of Chepstow. The property is subject to a long lease for a term of 99 years from the 1st of January 1964 and the freeholder is entitled to receive a ground rent from the lessee of £13.00 per annum.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Not Applicable

### Freehold Ground Rent 14 Tennyson Close, Caldicot, Gwent NP26 4LL

**Description:**

A freehold ground rent secured upon a modern semi detached house situated in the town of Caldicot and located approximately six miles distance to the south west of Chepstow. The property is subject to a long lease for a term of 99 years from the 1st of July 1963 and the freeholder is entitled to receive a ground rent from the lessee of £15.00 per annum.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Not Applicable





## Freehold Ground Rent 31 Woodstock Way, Caldicot, Gwent NP26 5DB

### Description:

A freehold ground rent secured upon a modern semi detached house situated in the town of Caldicot and located approximately six miles distance to the south west of Chepstow. The property is subject to a long lease for a term of 99 years from the 1st of January 1970 and the freeholder is entitled to receive a ground rent from the lessee of £15.00 per annum.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Not Applicable

# Cottons

## Chartered Surveyors

## Residential Sales

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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](mailto:domalley@cottons.co.uk)**

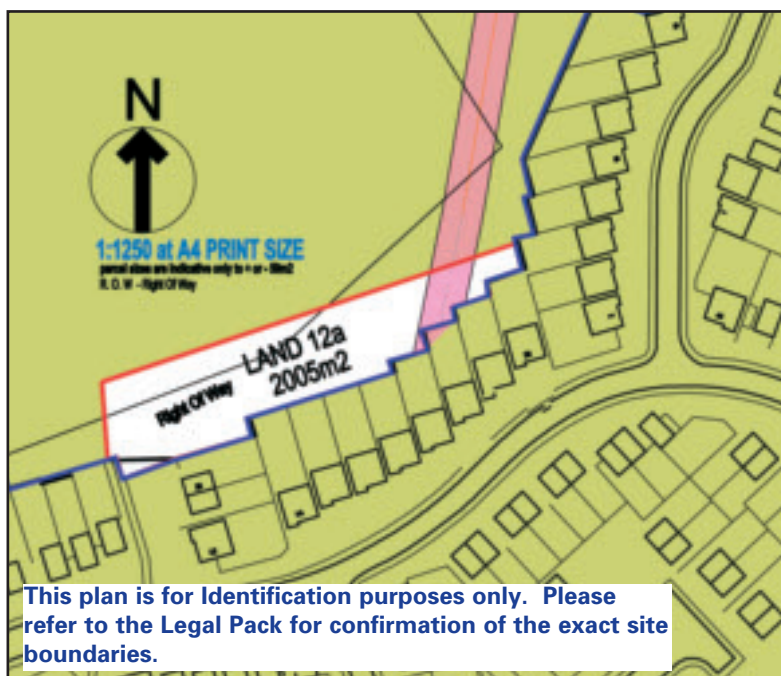
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**[www.cottons.co.uk](http://www.cottons.co.uk)**

Regulated by RICS



**COTTONS**  
THE AUCTIONEERS





## Land to the North of 38 – 58 Midhill Drive, Rowley Regis , West Midlands (Ref: LAND 12A)

### Description:

The land comprises a roughly rectangular shaped unfenced site of about 0.49 acres (0.2 hectares), measuring approximately 112m wide and averaging between 6 to 25 metres deep and located to the rear of a row of houses known as 38 – 58 Midhill Drive. It is understood there is land drainage and a sewer on the land. The site is part of a large area of public open space bounded by housing.

Site boundaries have been surveyed and the plot boundaries can be set out for a charge using GPS survey equipment.

### Planning:

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

### Location:

The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is to the north of 38 – 58 Midhill Drive approached via a right of way from Midhill Drive.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

External Only

## IMPORTANT NOTICE

### Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit Card

(credit card payments subject to a surcharge of 1.95%)

*Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 1.95% surcharge is payable.*

Personal/Company Cheque

(all cheques are subject to a valid form of identification eg. passport or driving licence)

If you have any questions regarding Deposit payment then please contact our Auction Department prior to the Sale day.





## 49 Somerset Road, Handsworth Wood, Birmingham B20 2JE

### Property Description:

A four bedroomed semi detached house set back from the road surmounted by a tiled roof. The property benefits from having part UPVC double glazing and gas fired central heating. The property has been well maintained. College Road can be found off Handsworth Wood Road (B4124)

### Accommodation:

#### Ground Floor:

Porch, Entrance Hallway, Living Room, Dining Room, Kitchen Diner, cloakroom with W.C

#### First Floor:

Three Double Bedrooms, Bathroom with W.C., wash basin, corner bath and shower cubicle

### Second Floor:

Fourth Double Bedroom and Store Room

### Outside:

(Front) Garden and Driveway

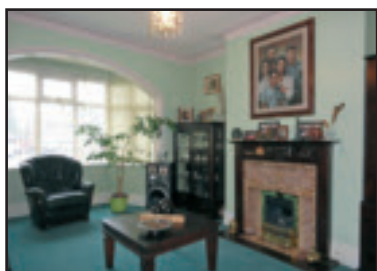
(Rear) Garden and Brick Built Outbuilding

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233



# Freehold Property By instruction of the Mortgagees not in possession



## 71 Market Street, Stourbridge, West Midlands, DY8 1AQ

### Property Description:

A double fronted mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property we believe has been converted to provide 7 office suites and one residential unit. We believe that some of the office suites are currently let however are unable to provide any documentation to warranty this information. Market Street is situated in the centre of Stourbridge and is located off both Bell Street and Talbot Street.

### Accommodation:

Please note  
The property has not been fully inspected by the Auctioneers however we believe the accommodation to comprise as follows.

### Ground Floor:

Entrance Hallway, Reception Area, Office Suite 1 and 2.

### First Floor:

Office Suites 3 to 5, Kitchen and wc.

### Second Floor:

Office Suites 6 and 7.

### Outside:

Ground Floor (Rear) : Residential Flat.

### Important Note:

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The Mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies that may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233





## 23 Worcester Street, Kidderminster, Worcestershire DY10 1ED

### Property Description:

A substantial two storey mid terraced retail premises set back behind a paved forecourt and currently previously used as a carpet and floor covering showroom. The property forms part of Kidderminster Town Centre which contains a wide range of both local and national retail amenities and services. Kidderminster comprises of a town famous for its carpet manufacturing and is situated within approximately 19 miles distance to the south west of Birmingham and approximately 10 miles distance from both Stourbridge and Bromsgrove.

### Accommodation:

#### Ground Floor:

Retail Showroom: 176.93sq.mtrs (1,904sq.ft) having a modern aluminium shop front and including an Office

### First Floor:

Stairs to:  
Further Showroom Area (Former Café): 178sq.mtrs (1,920sq.ft) and including Two Offices/Stores, Kitchen, Ladies and Gents Toilets, Fire Exit to a Rear Yard Area

### Gross Internal Area:

Ground Floor: 176.93sq.mtrs (1,904sq.ft)  
First Floor: 178sq.mtrs (1,920sq.ft)  
Total: 354.93sq.mtrs (3,820sq.ft)

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 29th March 2012** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





## 105 Springfield Road, Brierley Hill, Dudley DY5 3RH

### Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and driveway allowing for off road parking and access to garage. The property benefits from having UPVC double glazing and gas fired central heating. Springfield Road is located off Addison Road which in turn can be found off Brettell Lane (A461)

### Accommodation:

#### Ground Floor:

Entrance Porch, Hallway, Lounge, Kitchen, Conservatory, Bathroom having panelled bath wash basin and wc

### First Floor:

Three Bedrooms and wc

### Outside:

Front) Walled foregarden and driveway giving access to garage

(Rear) Garage, Patio Area

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233





**58 Bridge House, Waterside, Dickens Heath,  
Shirley, Solihull B90 1UD**

**Description:**

A ground floor retail shop/office unit forming part of a modern mixed use development set around a courtyard containing an attractive water feature. Waterside is located off Mereways which is a continuation of Rumbush Lane and the property is located close to the Southern boundary of Dickens Heath which comprises of a newly constructed village located to the South West of Solihull and containing a variety of modern housing and apartments along with a range of shops and other public amenities.

**Accommodation:**

The Auctioneers have not carried out an internal inspection, however understand that the property comprises of an open plan office with partitioned office area and separate wc.

Net Internal Area: 78.5 sq mtrs (845 sq ft).

**Leasehold Information:**

Term: 999 years from 1st January 2003  
Ground Rent and Service Charge: Refer to legal pack

**Important Note:** The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose

of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place.

All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

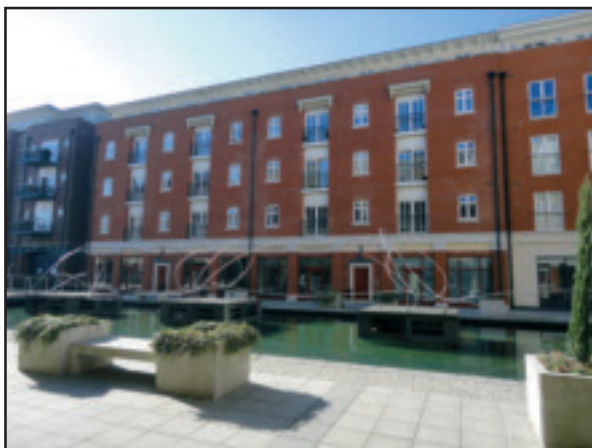
Please note that where the accommodation has not been inspected, the auctioneers cannot warrant the information provided by third parties and all interested parties must satisfy themselves as to the exact property that they are purchasing by referring to the Title Register and Plan located in the legal pack.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

No Viewing Access Available





## 14 Clifford Road, Bearwood, West Midlands B67 5HJ

### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, offered for sale in a presentable and modernised condition benefiting from mostly UPVC double glazed windows, gas fired central heating and modern kitchen and bathroom fitments. Clifford Road forms part of a popular and established residential area and leads directly off Wigorn Road which in turn leads off Three Shires Oak Road and the property is conveniently within less than a quarter of a mile distance from Bearwood Road Shopping centre.

Utility Area, Bathroom with panelled bath, pedestal wash basin and wc

### First Floor:

Stairs and Landing, Three Bedrooms

### Outside:

(Front) Foregarden set behind mature hedge

(Rear) Shared pedestrian access to yard and a predominantly lawned garden

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Accommodation:

#### Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with a range of modern fitted units, Lobby/

### Viewings:

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## LOT 73

### 9 Clifford Road, Smethwick, West Midlands B67 5HJ

#### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof and set back from the road behind a walled foregarden. Clifford Road forms part of a popular and established residential area and leads directly off Wigorn Road which in turn leads off Three Shires Oak Road and the property is conveniently within less than a quarter of a mile distance from Bearwood Road Shopping centre.

The property is let on a Regulated Tenancy at a Registered Rent of £71 per week (£3,692 per annum) effective from 7th November 2010.

#### Accommodation:

The accommodation detailed on the Rent Registration document is as follows:

#### Ground Floor:

Two Reception Rooms, Kitchen and Bathroom with wc

## LOT 74

### 143 College Road, Moseley, Birmingham B13 9LJ

#### Property Description:

A three storey mid-terraced property of brick construction surmounted by a tiled roof. College Road (B4217) is located off both Wake Green Road and the Stratford Road (A34).

#### Accommodation:

**The property has not been inspected by the Auctioneers**

#### Important Note:

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The Mortgagees are not in possession of the property. It is believed that the Property is occupied but the Mortgagee can not provide any warranty or confirmation in this respect nor can they provide any confirmation of details of any tenancies or

## Freehold Investment



#### First Floor:

Two Bedrooms

#### Outside:

Front and rear gardens

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233

## Freehold Property By instruction of the Mortgagees not in possession



occupation that may be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Not applicable





## Bombay Palace, (formerly the Fox Inn), Dudleston Heath, Ellesmere, Shropshire, SY12 9JY

### Property Description:

The property is located in the pleasant Shropshire countryside and has a wide and prominent frontage to the B5068.

The property comprises a substantial two/three storey detached building, mainly of brick and tile construction.

The ground floor accommodation has been adapted so as to form three principal restaurant areas, with approximately 58 covers, and usual ancillary kitchen, toilet facilities and customer and staff areas.

The upper floors comprises substantial private living accommodation occupied by restaurant staff.

The property occupies a substantial site, which we understand extends to approximately 0.8 of an acre, and offers medium to longer term redevelopment potential for a variety of uses, subject to planning permission.

### Accommodation:

#### Ground Floor:

Entrance lobby, gents toilet, store room, bar/customer waiting area,

main dining room 30 covers, ladies toilet, restaurant two, up to 12 covers, restaurant three, 16 covers, kitchen/preparation area, side entrance lobby, food store

#### Basement:

Various cellar stores

#### First Floor:

Five bedrooms and bathroom/toilet

#### Second Floor:

Attic room

### Lease:

We understand the entire premises are subject to an overriding tenants full repairing and insuring lease for a term of 20 years from 14th July 2008.

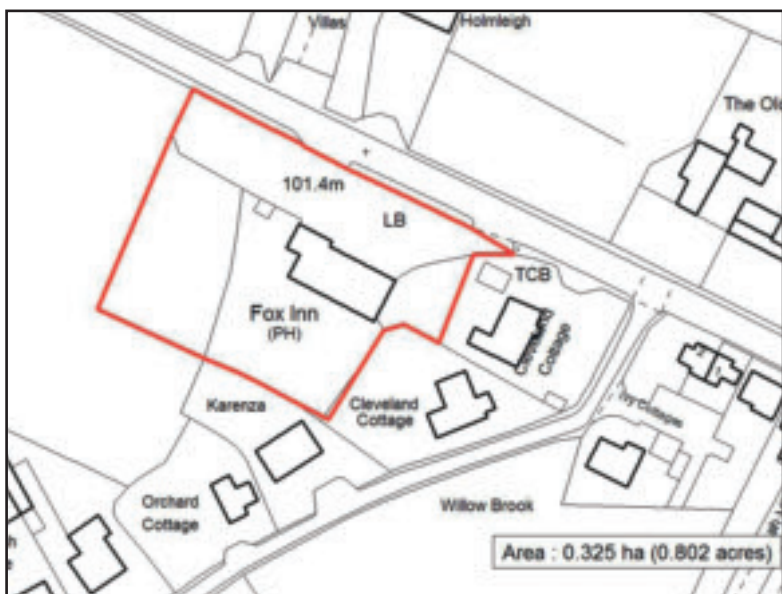
We are informed the passing rent is £16,350, plus VAT, subject to annual indexation and review.

### Legal Documents:

Available at [www.cottons.co.uk](http://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.**



**COTTONS**  
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**Seagar Street Service Station,  
26 Seagar Street, West Bromwich,  
West Midlands B71 4AN**

**Property Description:**

A long established petrol filling station occupying a wide frontage and comprising of a forecourt, canopy and kiosk. The property directly fronts Seagar Street which forms part of a predominantly residential area and is conveniently located within approximately half a mile distance from both West Bromwich Town Centre and Sandwell District Hospital and approximately one mile distance from the M5 Motorway (junction 1)

**Gross Internal Area:**

31.28sq.mtrs (336sq.ft)

**Outside:**

Full width Forecourt with Canopy containing Four Pumps and potential for Vehicle Retail Sales and Hand Car Wash

Total Site Area: 0.149 acres

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Tenancy Information:**

The property is let on a lease for a term of 42 years which commenced on 1st November 1971 (expiring 31st October 2013) and at a current rental of £5,500 per annum.

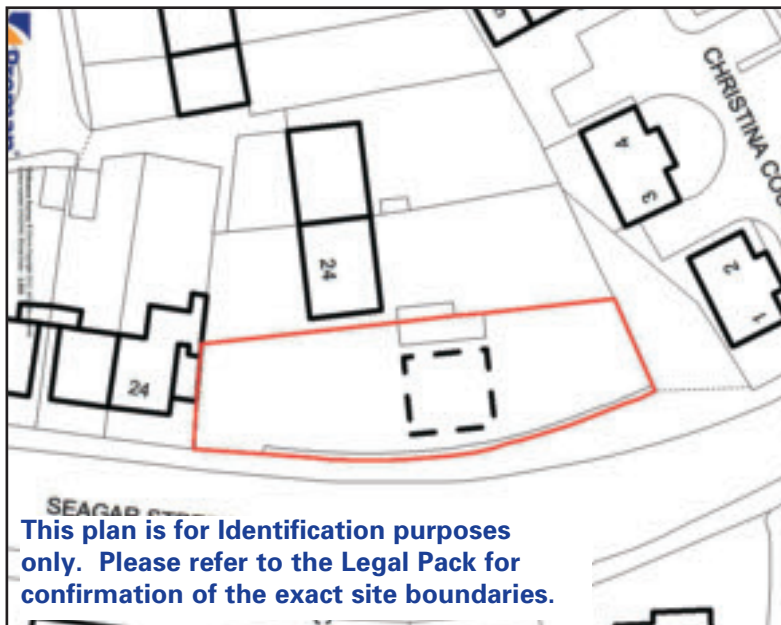
**Viewings:**

Via Cottons – 0121 247 2233

**Accommodation**

**Ground Floor**

Single Storey Kiosk containing a Retail Sales Area, Office, Hallway with Toilet, Kitchenette and Store



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





## 28 Lockwood Road, Northfield, Birmingham B31 1PZ

### Property Description:

A traditional semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, mostly UPVC double glazed windows and a garage but requiring some cosmetic improvement and modernisation. Lockwood Road leads directly off Northfield Bypass/ Bristol Road South (A38) and the property is conveniently within approximately 100 metres distance from Northfield Shopping Centre providing access to a wide range of retail amenities and services.

### Accommodation:

#### Ground Floor:

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

### First Floor:

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

### Outside:

(Front) Paved forecourt and driveway providing off road parking, side garage

(Rear) Patio and long garden

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233



## 17 Bayford Avenue, Northfield, Birmingham B31 4NW

### Property Description:

A mid terraced house surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows, three bedrooms and a garage but requiring modernisation and improvement throughout. Bayford Avenue forms part of a residential estate located off Groveley Lane (B4096) and the property is within approximately half a mile distance from both Cofton Park, Longbridge Railway Station and the newly constructed Longbridge Town Centre located off Bristol Road (A38)

### Accommodation:

#### Ground Floor:

Entrance Hall, Reception Hall, Cloak Room, Breakfast Kitchen, L-Shaped Lounge/Dining Room

### First Floor:

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

### Outside:

(Front) Foregarden and garage providing off road parking

(Rear) Patio and garden

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233





**2 Dartmouth Crescent, Bilston,  
West Midlands WV14 7AZ**

**Property Description:**

A three bedroomed semi-detached property surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition throughout. Dartmouth Crescent is located off Lunt Road which in turn can be found off Darlaston Lane.

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

Entrance Hallway, Lounge, Kitchen, WC

**First Floor:**

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

**Outside:**

(Front) Walled foregarden  
(Rear) Lawned Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233





## 45 Clarendon Street, Earlsdon, Coventry CV5 6EW

### Property Description:

A purpose built first floor maisonette forming part of a two storey block of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating and providing well laid out accommodation. Clarendon Street forms part of the popular Earlsdon residential area and is located off Moor Street which in turn leads off Earlsdon Street. Local retail amenities and services are conveniently within approximately one quarter of a mile distance and Coventry City Centre lies approximately one miles distance to the north east.

### Accommodation:

#### Ground Floor:

Entrance Hall, Stairs and Landing

#### First Floor:

Lounge, Kitchen with a range of modern fitted units, Bedroom One, Bedroom Two, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

### Outside:

(Rear) Paved yard area

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

## 12 Dadford View, Brierley Hill, West Midlands DY5 3TX

### Property Description:

A two storey modern back to back terraced house of cavity brick construction surmounted by a pitched tile clad roof and providing well laid out accommodation benefiting from electric storage heating, double glazed windows and off road parking. Dadford View is located off Addison Road which in turn leads off Moor Street and the property is conveniently within approximately one mile distance from both Brierley Hill and Merry Hill Shopping Centres.

### Accommodation:

#### Ground Floor:

Entrance Hall, Breakfast Kitchen, Lounge/Dining Room

#### First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc



### Outside:

Lawned foregarden and allocated parking space

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233





**101 Pelham Road,  
Ward End, Birmingham B8 2PB**

**Property Description:**

A semi detached house of rendered brick construction surmounted by a hipped slate clad roof, set back from the road behind a foregarden and parking space and requiring some modernisation and improvement. Pelham Road forms part of an established residential area and runs between Alum Rock Road and Cotterills Lane.

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

Entrance Hall, Living Room, Breakfast Kitchen

**First Floor:**

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

**Outside:**

(Front) Lawned foregarden with parking space, pedestrian side access to rear

(Rear) Garden and outside wc

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

**194 Gracemere  
Crescent, Hall Green,  
Birmingham B28 0UD**

**Property Description:**

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a foregarden and benefiting from UPVC double glazed windows, gas fired central heating and three bedrooms. Gracemere Crescent forms part of a popular residential area and leads off Baldwins Lane which in turn leads off Stratford Road (A34) at the junction with Robin Hood Island.

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

Entrance Hall, Lounge, Kitchen with walk-in store cupboard,

**First Floor:**

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


**Outside:**

(Front) foregarden

(Rear) Shared pedestrian entry access to paved patio having an integral wc and a predominantly lawned garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233





## 64 Cole Valley Road, Hall Green, Birmingham B28 0DF

### Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and driveway giving access to double garage. The property benefits from having UPVC double glazing and electric heating. Cole Valley Road is located off Brook Lane which in turn can be found off Robin Hood Lane (A4040).

### Accommodation:

#### Ground Floor:

Entrance Porch, Hallway, Lounge, Dining Room, Kitchen, Conservatory, Pantry

### First Floor:

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

### Outside:

(Front) Garden with Garage

(Rear) Garden

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

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# Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit. \_\_\_\_\_

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

(Edition 3 August 2009) Reproduced with the consent of the RICS

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## A1 Introduction

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

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

## A2 Our role

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

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

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

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

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

## A3 Bidding and reserve prices

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

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

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

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

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

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

## A4 The particulars and other information

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

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

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

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

## A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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



## **G1. The lot**

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

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

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

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

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

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

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

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

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

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

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

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

## **G2. Deposit**

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

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

G2.2 The deposit

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

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

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

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

## **G3. Between contract and completion**

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

- (a) produce to the **buyer** on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

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

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

## **G4. Title and identity**

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

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

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

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

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

- (i) the application for registration of title made to the land registry;
- (ii) the **documents** accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.

(e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

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

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

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

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

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

## **G5. Transfer**

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

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

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

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

## **G6. Completion**

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

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

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

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

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

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

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

## **G7. Notice to complete**

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

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

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

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

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

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

## **G8. If the contract is brought to an end**

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

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

## **G9. Landlord's licence**

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

#### **G10. Interest and apportionments**

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

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

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

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

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

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

#### **G11 Arrears**

##### **Part 1 Current rent**

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

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

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

##### **Part 2 Buyer to pay for arrears**

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

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

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

##### **Part 3 Buyer not to pay for arrears**

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

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

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

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** 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 5B 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 are 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](http://www.rics.org/commonauctionconditions)

# Cottons

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# Location



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