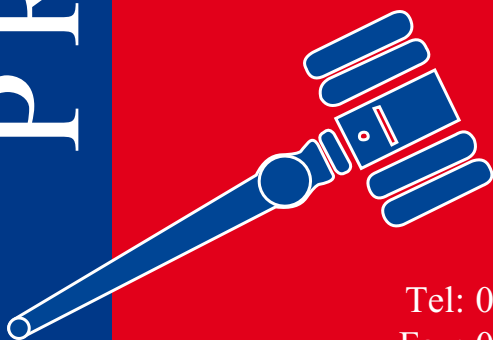


# PROPERTY AUCTION

**Cottons**  
Chartered Surveyors

**THURSDAY  
21 OCTOBER 2010  
AT 11.00 AM**

**ASTON VILLA  
FOOTBALL CLUB  
VILLA PARK  
BIRMINGHAM  
B6 6HE**



Tel: 0121 247 2233

Fax: 0121 247 1233

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

# **IMPORTANT NOTICE TO BE READ BY ALL BIDDERS**

## **CONDITION OF SALE**

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection 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.

# Auction Sale

## 70 LOTS

Comprising of a range of Residential and Commercial Vacant and Investment properties along with Freehold Land, Building Plots, Development Sites and Redevelopment Opportunities.



28 Freehold Vacant Residential  
6 Freehold Residential Investment  
10 Leasehold Vacant Residential  
3 Leasehold Residential Investments  
4 Freehold Vacant Commercial  
10 Freehold Commercial Investment  
7 Parcels of Freehold Land  
2 Freehold Land Development Sites

### ORDER OF SALE

#### Lot Property

1.	726 Walsall Road, Great Barr	Freehold Vacant Residential
2.	42 Market St, Stourbridge	Freehold Commercial Premises
3.	71 Walsall Road, Wednesbury	Freehold Vacant Commercial
4.	29 Milverton Road, Erdington	Leasehold Vacant Residential
5.	195 Dixon Street, Wolverhampton	Freehold Vacant Residential
6.	82 Boyne Road, Sheldon	Freehold Vacant Residential
7.	8 Leslie Road, Wolverhampton	Freehold Vacant Residential
8.	116 Edenhurst Road, Longbridge	Freehold Vacant Residential
9.	74 Water Orton Lane, Minworth, Sutton Coldfield	Freehold Vacant Residential
10.	78 Aubrey Road, Harborne	Freehold Vacant Residential
11.	46 Cavendish Road, Wolverhampton	Freehold Vacant Residential
12.	1 Tay Grove, Kings Norton	Freehold Residential Investment
13.	122 Gordon Road, Harborne	Freehold Vacant Residential
14.	9-11 Barbourne Walk, Worcester	Freehold Mixed Investment
15.	294 A B C & D Long Lane, Halesowen	Freehold Mix Use Residential & Commercial
16.	Apartments 1A, 1B, 1C & 1D Hilton Road, Tividale	Freehold Development of four Apartments
17.	Apartment Dev 17 East Avenue, Tividale	Freehold Development of five Apartments
18.	Grey Knotts, 57A Walsall Road, Little Aston	Freehold Vacant Residential
19.	112 Thorns Road, Brierley Hill	Freehold Vacant Residential/Dev Opportunity
20.	28 Rosalind Avenue, Dudley	Freehold Residential Investment
21.	39 Curtin Drive, Wednesbury	Leasehold Vacant Residential
22.	2 Newport Street, Wolverhampton	Leasehold Vacant Residential
23.	26 Windsor View, Bartley Green	Leasehold Vacant Residential
24.	196 Warwick Road, Solihull	Freehold Vacant Residential
25.	93 Speedwell Road, Yardley	Freehold Vacant Residential
26.	Pinfold House, 1 Mansfield Road	Freehold Vacant Residential
27.	St Johns Cloisters, St Johns Sq, Wolverhampton	Freehold Vacant Commercial
28.	76 King George Crescent, Rushall, Walsall	Freehold Vacant Residential
29.	89 Vernon Way, Bloxwich, Walsall	Freehold Vacant Residential



30.	98 Richards St, Wednesbury	Freehold Vacant Residential
31.	26 The Precinct, Willenhall	Leasehold Vacant Residential
32.	32 The Precinct, Willenhall	Leasehold Vacant Residential
33.	37 Westley Road, Acocks Green	Freehold Commercial Investment/ Dev Opp
34.	105 Ridgacre Road, Quinton	Freehold Vacant Residential
35.	Res Building Plot 4A Gorge Rd, Sedgley	Freehold Residential Plot
36.	Residential Dev Site 20-26 North Roundhay, Shard End	Freehold Residential Development Site
37.	263-273 Beeches Road, Great Barr	F/H Ground Rents & Dev Site
38.	35 Raleigh Road, Bilston	Freehold Vacant Residential
39.	42 Fareham Crescent, Penn	Freehold Vacant Residential
40.	Flat 5, 6-7 Bridge St, Worcester	Leasehold Residential
41.	Flat 1, 8 Bridge St, Worcester	Leasehold Residential
42.	The Old Garage, Yr Efail, Newtown	Freehold Vacant Residential
43.	Land opp 1-4 Farway Gardens, Codsall	Freehold Land
44.	Land adj 25-26 Roebuck Park, Alcester	Freehold Land
45.	Land adj 7 Hagley Grange, Hagley	Freehold Land
46.	Land Parcel, The Meadows, Catshill	Freehold Land
47.	Land adj 32 Hatch Heath Close, Wombourne	Freehold Land
48.	37 Leamore Lane, Walsall	Freehold Investment
49.	Land r/o 143 Lincoln Road North, Acocks Green	Freehold Land
50.	15 Tamworth St, Lichfield	Freehold Vacant Commercial
51.	Apt 4 The Bartleet, 224 Mount Pleasant, Redditch	Leasehold Vacant Residential
52.	Apt 5 The Bartleet, 224 Mount Pleasant, Redditch	Leasehold Investment
53.	45 Alum Rock Road, Alum Rock	Freehold Investment
54.	45A Alum Rock Road, Alum Rock	Freehold Investment
55.	127 Alum Rock Road, Alum Rock	Freehold Investment
56.	129 Alum Rock Road, Alum Rock	Freehold Investment
57.	458-460 Green Lane, Small Heath	Freehold Investment
58.	102 Blackwatch Road, Radford	Freehold Investment
59.	126 Hewitt Avenue, Radford	Leasehold Investment
60.	9 Heckley Road, Exhall, Coventry	Leasehold Investment
61.	27 Barnett Road, Willenhall	Leasehold Vacant Residential
62.	1 Oak Avenue, Runcorn Road, B'ham	Freehold Vacant Residential
63.	2 Myrtle Avenue, Runcorn Road, B'ham	Freehold Vacant Residential
64.	8 Myrtle Avenue, Runcorn Road, B'ham	Freehold Investment
65.	26B Market Place, Wednesbury	Freehold Investment
66.	2A Harrison St, Walsall	Freehold Investment
67.	57 William Road, Smethwick	Freehold Vacant Residential
68.	398 Tyburn Road, Erdington	Freehold Vacant Residential
69.	93 Hob Moor Road, Small Heath	Freehold Vacant Residential
70.	37 Cheddar Road, Balsall Heath	Freehold Vacant Residential

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

**Valuers** Ian M. Axon, Steve Smith B.Sc. Hons MRICS MNAVA

**Auction Manager** Alison J. Bosworth

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





# IMPORTANT NOTICE

## 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**
- **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** (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.

### 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.





**726 Walsall Road, Great Barr,  
Birmingham B42 1EX**

**Property Description**

A detached three bedroom bungalow of brick construction surmounted by a tiled roof set back from the road behind a driveway and lawned garden. The property benefits from having gas fired central heating, however does require modernisation and improvement. The property is located on the Walsall Road (A34) close to the junction with Dyas Avenue.

Please note on the plan opposite it shows a subway entrance located in the front garden, the subway is no longer in place and the entrance has now been filled in by Birmingham City Council.

**Accommodation  
Ground Floor**

Entrance Hallway, Kitchen, Lounge, Bathroom having panelled bath, shower cubicle, WC and wash basin and three Bedrooms.

**Outside**

(Front) Driveway and lawned garden

(Rear) 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.



**COTTONS**  
 THE AUCTIONEERS





## 42 Market Street, Stourbridge, West Midlands, DY8 1AG

### Property Description

A double fronted two storey property of traditional brick construction surmounted by a pitched roof and requiring full modernisation and improvement throughout. The property itself is located on Market Street, which is a cul-de-sac leading of High Street, in Stourbridge Town Centre.

### Accommodation

The Auctioneers have been unable to inspect the premises internally but the Valuation Office's website ([www.voa.gov.uk](http://www.voa.gov.uk)) states that for purposes of the Rating Valuation the net internal areas are as follows:

Ground Floor: 68.6 sq m (738sq ft)  
First Floor: 21.1 sq m (227sq ft)

### Planning

A Planning Application for a change of use from a Veterinary Surgery to B1 (A) Offices was approved on 7th July 2005 by Dudley Metropolitan Borough Council (P05/1134)

A second application was submitted on the same date for change of use from Veterinary Surgery to Offices (B1) A, with alterations to include vehicular access, car park and two storey rear extension. This was approved on the 7th July 2005 (P05/1133).

It should be noted that these Planning Applications have now expired.

### Important Notice

The Vendors nor the Auctioneers can offer any warranty in relation to floor areas or current Planning Consent and all parties should make their own enquiries prior to bidding.

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

**71 Walsall Road,  
Wednesbury,  
West Midlands  
WS10 9JU**

### Property Description

A mid terraced shop currently restricted for use as a Chemists, having a flat/living accommodation over and of traditional brick construction surmounted by a pitched tile clad roof, currently requiring complete modernisation and repair throughout. The property is situated close to the junction with Gordon Street and forms part of a traditional mixed residential/commercial area located within approximately two miles distance from both Walsall Town Centre and the M6 Motorway (junction 10)

### Accommodation

#### Ground Floor

Retail Shop: 30.88sq.mtrs (332sq.ft)  
Middle Room: 18.15sq.mtrs (195sq.ft)  
Rear Room: 9.61sq.mtrs (103sq.ft)  
containing a walk in refrigerator

#### First Floor

Stairs and Landing, Bathroom, Kitchen, Lounge



### Second Floor

Stairs and Landing, Two Bedrooms

### Outside

(Rear) Yard area

### Legal Documents


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

### Viewings

Via Cottons – 0121 247 2233

## --- Legal Documents Online ---



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

**Service Provided By The Essential Information Group Ltd**

[www.eigroup.co.uk](http://www.eigroup.co.uk) 0870 112 30 40

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





# **Leasehold Vacant Possession** **(option available to purchase Freehold)**



## **29 Milverton Road, Erdington, Birmingham B23 6ES**

### **Property Description**

A traditional end terraced house of rendered brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows but requiring some modernisation and improvement throughout. The property is situated at the junction with Ilsley Road and is conveniently located within approximately one third of a mile distance from Erdington High Street which provides access to a wide range of retail amenities and services.

### **Accommodation**

#### **Ground Floor**

Through lounge, Kitchen

#### **First Floor**

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

### **Outside**

(Front) Walled Foregarden

(Rear) Garden

### **Leasehold Information**

Lease Term: The grant of a new one hundred year lease from the date of completion

Ground Rent: £250 per annum (escalating every 20 years)

### **Important Note**

An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option is to be exercised by 16th December 2010. Please refer to the legal pack for full details.

### **Legal Documents**

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

### **Viewings**

Via Cottons – 0121 247 2233

### **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 2nd December 2010 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.





## 195 Dixon Street, Wolverhampton WV2 2BE

### Property Description

An end terraced house of part rendered brick construction surmounted by a hipped tile clad roof requiring complete modernisation and improvement throughout. Dixon Street runs directly between Bilston Road(A41) and Thompson Avenue (A4123) and the property is conveniently within approximately one mile distance to the south of Wolverhampton City Centre.

### Accommodation

#### Ground Floor

Reception Hall, Lounge, Dining Kitchen, Cloak Room with wc

### First Floor

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

### Outside

(Front) Foregarden, Pedestrian side gated access to rear  
(Rear) Yard and garden

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233



## 82 Boyne Road, Sheldon, Birmingham B26 2QH

### Property Description

A semi detached bungalow of brick construction surmounted by a pitched tile clad roof, set back from the road behind a tarmacadamed forecourt and requiring complete modernisation and repair throughout. Boyne Road leads off Rodborough Road which in turn leads off Horrell Road and the property is conveniently located within approximately half a mile distance from Coventry Road (A45) which provides access to a wide range of local amenities and services along with the M42 Motorway (junction 6) and Birmingham City Centre.

### Accommodation

#### Ground Floor

Reception Hall, Lounge, Kitchen, Bathroom, Three Bedrooms

### Outside

(Front) Tarmacadamed forecourt  
(Rear) Garden

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233



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

**8 Leslie Road,  
Wolverhampton  
WV10 0BU**

### Property Description

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and external doors and gas fired central heating but requiring modernisation and improvement throughout. Leslie Road forms part of an established residential area known as Park Village and leads directly off Cannock Road (A460), conveniently located within approximately one mile distance from both New Cross Hospital and Wolverhampton City Centre.

### Accommodation

#### Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Rear Lobby, Bathroom with panelled bath, pedestal wash basin and wc

#### First Floor

Stairs and Landing, Two Double Bedrooms



### Outside

(Front) Small walled foregarden

(Rear) Paved yard, shared pedestrian access and a separate garden

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

## Freehold Vacant Possession

**116 Edenhurst  
Road, Longbridge,  
Birmingham B31 4PL**

### Property Description

A two storey mid terraced house of rendered brick construction surmounted by a pitched interlocking tile clad roof and benefiting from UPVC double glazed windows and external doors, gas fired central heating, modern kitchen and shower room fitments and off road parking but requiring some cosmetic improvement. Edenhurst Road is situated directly off Groveley Lane (B4096) and the property is within approximately half a mile distance from Cofton Park and Longbridge Railway Station and approximately one and a half miles distance from Northfield Shopping Centre.

### Accommodation

#### Ground Floor

Entrance Hall, Living Room, Dining Room, Kitchen with a range of modern fitted units

#### First Floor

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



### Outside

Front: Part paved foregarden and driveway providing off road parking

Rear: Shared entry access to yard/patio and a predominantly lawned garden

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233







## 74 Water Orton Lane, Minworth, Sutton Coldfield, West Midlands B76 9BJ

### Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof, occupying a sizeable plot with generous front and rear gardens and benefiting from ample off road parking and part gas fired central heating. Water Orton Lane leads off Kingsbury Road (A4097) and the property is conveniently located within approximately two miles distance from the M42 Motorway (Junction 9) and approximately five miles distance to the east of Sutton Coldfield Town Centre.

### Accommodation:

#### Ground Floor:

Reception Hall, Cloak Room with WC, Kitchen, Bathroom with panelled bath and wash basin, Lounge/Dining Room with Pantry/Store, Veranda/Sun Room

### First Floor:

Stairs and Landing, Three Bedrooms

### Outside:

(Front) Lawned foreagarden, concrete driveway providing ample off road parking, enclosed side yard

(Rear) Large lawned garden with gated access from a rear service road providing further parking and a free standing wooden garage

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





## 78 Aubrey Road, Harborne, Birmingham B32 2BA

### Property Description

A detached property of rendered brick construction surmounted by a tiled roof and set back from the road behind a paved driveway and lawned garden. The property benefits from having UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition.

The property further benefits from having additional off road parking to the rear. Aubrey Road is located off Wolverhampton Road South which can be found off Hagley Road (A456).

### Accommodation

#### Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Conservatory, stairs to first floor

### First Floor

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

### Outside

(Front) Lawned foregarden and driveway

(Rear) Lawned garden and garage providing off road parking accessed via a service road.

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233





**46 Cavendish Road,  
Wolverhampton WV1 2QE**

**Property Description**

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a hedged foregarden. The property benefits from having UPVC double glazing and is located in an established residential area. Cavendish Road is located off Thornton Road which in turn can be found off Stowheath Lane.

**Accommodation**
**Ground Floor**

Entrance Hallway, L shaped Lounge, Kitchen stairs to first floor

**First Floor**

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

**Outside**

(Front) Hedged foregarden  
(Rear) Lawned garden with brick built store

**Legal Documents**

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

**Viewings**

Via Cottons – 0121 247 2233



**1 Tay Grove, Kings Norton,  
Birmingham B38 9JU**

**Property Description**

A three bedroom end terraced property set back from the road behind a lawned garden and surmounted by a tiled roof. The property benefits from having UPVC double glazing and electric heating. Tay Grove is located off Shannon Road. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £575 per calendar month (6,900 per annum).

**Accommodation**
**Ground Floor**

Entrance Hallway, Through Lounge, Dining Kitchen, stairs to first floor

**First Floor**

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

**Outside**

(Front) Lawned foregarden  
(Rear) Paved yard

**Legal Documents**

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

**Viewings**

Via Cottons – 0121 247 2233





**122 Gordon Road, Harborne,  
Birmingham B17 9EY**

#### **Property Description**

A traditional mid terraced house of rendered brick construction surmounted by a pitched replacement tile clad roof, benefiting from double glazed windows and gas fired central heating. Gordon Road leads off Park Hill Road and forms part of a popular and traditional residential area conveniently located within a close proximity to Harborne High Street.

#### **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

#### **Accommodation**

##### **Ground Floor**

Entrance Hall, Through Lounge/ Dining Room, Breakfast Kitchen with extensive range of fitted units, Bathroom with panelled bath having shower attachment, vanity wash basin and wc, Veranda

##### **First Floor**

Stairs and Landing, Three Bedrooms



## **PROXY & TELEPHONE BIDDING**

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

**Please contact the Auction Team on**

**0121 247 2233**

**For further details and Terms & Conditions**





## 9/11 Barbourne Walk, Worcester, WR1 3HF

### Property Description:

A substantial property of traditional brick construction surmounted by a pitched roof and currently comprising of a Ground Floor Retail Shop together with a Ground Floor One Bedroom Flat and 2 No. Two Bedroom First Floor Flats. The property is currently fully let producing £28,800 per annum. The property itself is located on the corner of Barbourne Walk and Somers Road which runs directly off Barbourne Road (A38) within approximately 1 mile to the North of Worcester City Centre.

### Accommodation

#### Ground Floor

Retail Area 91.8sq m (988 sq ft)  
Store room 20.1 sq m (216sq ft)  
Kitchen and Separate WC

#### Cellar

Three rooms with a Net Internal Area of approximately 52.1sq m (560sq ft)

#### 9A Barbourne Walk (First Floor Flat)

Reception Hall, Sitting Room/Kitchen, Two Bedrooms and Bathroom

#### 9B Barbourne Walk (First Floor Flat)

Living Room Dining Room, Kitchen, Bathroom, Two Bedrooms

#### 9C Barbourne Walk (Ground Floor Flat)

Living Room, Kitchen, Bedroom and Bathroom

All of the flats benefit from UPVC Double Glazing and Gas Fired Central Heating

### Tenancy Details

Ground Floor Retail Shop  
Currently let for term of 21 years which commenced 4 July 2007 at a rental of £12,000.00 per annum

#### 9A Barbourne Walk

Presently let on a Assured Shorthold Tenancy at a rental of £500.00 per month calendar (£6,000.00 per annum)

#### 9B Barbourne Walk

Currently let on an Assured Shorthold Tenancy at a rental of £550.00 per calendar month (£6,600.00 per annum)

#### 9C Barbourne Walk

Presently let on a Assured Shorthold Tenancy at a rental of £350.00 per month calendar (£4,200.00 per annum)

### Total Rental Income

£28,800 per annum

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233





## 294 A, B, C and D Long Lane, Halesowen, West Midlands B62 9JZ

### Property Description

A detached property of two storey brick construction surmounted by a pitched tile clad roof and comprising of four lock up retail units with four self contained flats over, prominently situated at the junction with Long Lane and Maple Road, set back behind a service road which provides for customer parking. The property forms part of a predominantly residential area and Black Heath Town Centre lies within approximately one third of a mile distance to the north.

**Rental Information:** We understood from a meeting with the mortgagor in July 2010 that three flats were let on assured shorthold tenancies each at a rental of £480 per calendar month, with the remainder of the building vacant and under refurbishment. This information was provided verbally by the mortgagor and cannot be verified and all interested parties should therefore make their own enquiries prior to bidding.

### Planning

Planning consent was granted by Dudley Metropolitan Borough Council (Ref: P08/1792) and dated 21st January 2009 for change of use of 294A and 294B from B1 to A2 use (offices), new shop fronts and roller shutters to 294A and 294B Long Lane, new shop front to 294D Long Lane new pitched roof over the units and extension and alterations to the rear of the units

Following inspection, it appears that all main structural works have been completed but some finishing off is required and all interested parties must satisfy themselves prior to bidding of the outstanding works needed. We are unable to confirm if building regulation approval was obtained and complied with and again all interested parties should satisfy themselves by contacting the Building Control Department at Dudley MBC prior to bidding.

### Accommodation

Ground Floor

**294A** – Retail Shop 45.89sq.mtrs (494sq.ft)

**294B** – Retail Shop 47.29sq.mtrs (509sq.ft)

**294C** – Retail Shop 64.63sq.mtrs (695sq.ft)

**294D** – Retail Shop 66.09sq.mtrs (711sq.ft) Maximum

### Flat 294A

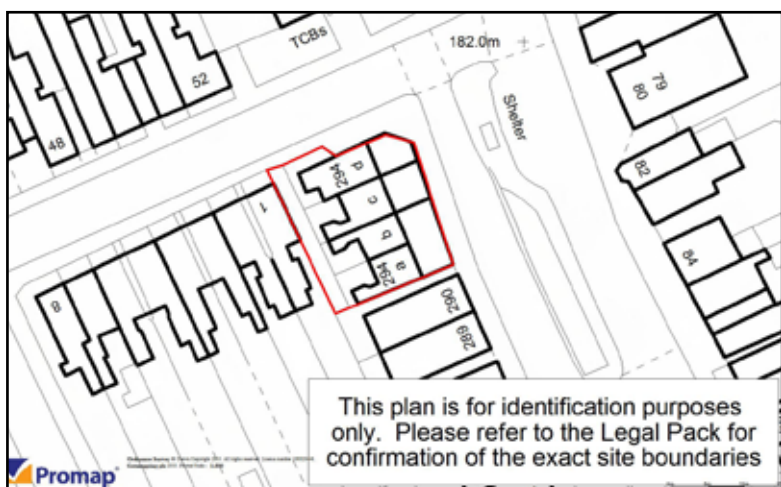
Private Ground Floor Entrance

First Floor

Open Plan Living/Dining Room/Kitchen, Study, Bathroom, Two Bedrooms

**Flat 294B** (not inspected)

Private Ground Floor Entrance



First Floor  
Open Plan Lounge/Dining Room/  
Kitchen, Two Bedrooms and Bathroom

**Flat 294C** (not inspected)  
Shared Rear Entrance Hall, Stairs and  
Landing

**First Floor**  
Open Plan Lounge/Dining Room/  
Kitchen, Two Bedrooms and Bathroom

**Flat 294D** (not inspected)  
Shared Rear Entrance Hall, Stairs and  
Landing

First Floor  
Open Plan Lounge/Dining Room/  
Kitchen, Two Bedrooms and Bathroom

#### Outside

(Rear) Tarmacadamed yard and a  
secure side yard

**Note:** The accommodation details for  
Flats 294 B, C & D have been obtained  
from the plans submitted with the  
aforementioned planning consent and  
are believed to be correct.

#### Legal Documents

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

#### Viewings

Via Cottons – 0121 247 2233

**Important Note:** Access arrangements  
for any occupied part of the property  
is by courtesy of any tenants and  
we cannot therefore provide any  
guaranties that access will be available.  
All interested parties bid for the  
property on this basis.



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### **Apartments 1A, 1B, 1C & 1D Hilton Road, Tividale, Oldbury, West Midlands B69 1JR**

#### **Property Description**

A modern two storey purpose built development containing four separate self contained apartments, set back from the road behind a tarmacaded parking area. Hilton Road forms part of an established predominantly residential area and leads directly off New Birmingham Road (A4123) approximately one mile distance from both Oldbury Town Centre along with the M5 Motorway (junction 2)

#### **Rental Information**

We were verbally advised by the Mortgagor during a meeting in July 2010 that each flat was let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum)

Total Rental Income; £24,000 per annum

**Note:** Neither the Receivers nor the Auctioneers have inspected the property or seen sight of any tenancy agreement and we cannot therefore

verify the information provided by the mortgagor as being correct, and all interested parties bid upon this basis.

#### **Planning**

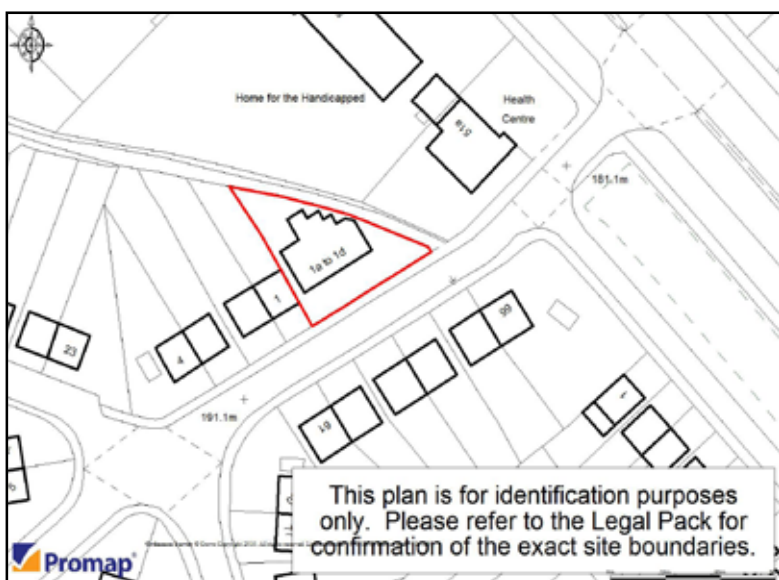
The property was constructed following planning consent granted by Sandwell Metropolitan Borough Council (Ref: DC/05/44953) and dated 14th September 2005 for the erection of 4 No. 2 bedroom flats. We are unable to confirm whether building regulation approval has been received and the appropriate building inspections carried out and all interested parties should contact the Building Control Department at Sandwell MBC to satisfy themselves prior to bidding that all building regulation matters have been complied with

#### **Accommodation**

Not inspected

We understand that the property comprises of 4 self contained two bedroom apartments





### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

**Important Note:** Access arrangements for viewings/surveys/

valuations either before or after the auction sale are by courtesy of the tenants and we cannot therefore provide any guaranties that access will be available. All interested parties bid for the property on this basis.



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## Apartment Development, 17 East Avenue, Tividale, West Midlands B69 1QU

### Property Description

A modern two storey purpose built development situated at the head of a cul-de-sac and containing five well laid out apartments four benefiting from two bedrooms and one apartment having one bedroom and each benefiting UPVC double glazed windows along with private residents car parking located to the rear. East Avenue forms part of an established residential area and is located off City Road which in turn leads off New Birmingham Road (A4123).

### Planning

The property was constructed following planning consent granted by Sandwell Metropolitan Borough Council (Ref: DC/05/44415) and dated 5th July 2005 for the erection of 4 No. 2 bedroom and 1 No. 1 bedroom flats with parking at the rear. The application refers to the property's previous address which was known as car park adjacent to 15 East Avenue.

We are not in receipt of any information regarding building regulation inspections and approvals and all interested parties should contact the Building Regulation Department at Sandwell MBC to satisfy themselves that the building regulations have been complied with.

### Accommodation

#### Apartment A

Open Plan Living/Dining Room/Kitchen, Bathroom, Two Bedrooms

#### Apartment B

Open Plan Living/Dining Room/Kitchen, Bathroom, Store and Two Bedrooms

#### Apartment C

Private Ground Floor Entrance, Entrance Hall, Stairs and Landing

First Floor

Open Plan Living/Dining Room/Kitchen, Two Bedrooms, Bathroom

#### Apartment D

Ground Floor

Shared Entrance Hall, Stairs and Landing

First Floor

Reception Hall, Bedroom, Bathroom, Open Plan Living/Dining Room/Kitchen

#### Apartment E

Ground Floor

Shared Entrance Hall, Stairs and Landing

First Floor

Reception Hall, Open Plan Living/Dining Room/Kitchen, Two Bedrooms, Bathroom

### Outside

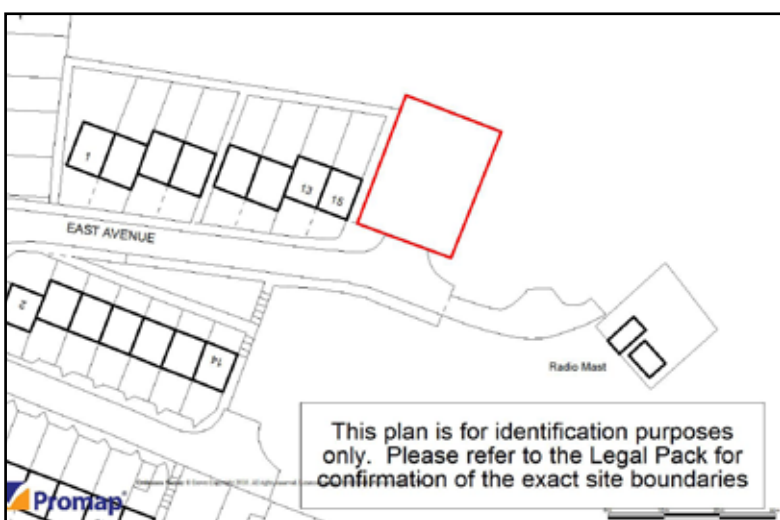
Tarmacadamed forecourt with vehicular access to rear

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233



**Important Note:** Following our inspection in July 2010, various internal works were required to complete the development and we are unable to confirm if outstanding works have

been completed. All interested parties should therefore make their own enquiries prior to bidding.



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## Grey Knotts, 57A Walsall Road, Little Aston, Sutton Coldfield, West Midlands B74 3BA

### Property Description:

A unique opportunity to purchase a detached family residence occupying a magnificent secluded plot which extends to an area in the region of 0.92 acres (0.371 hectares) approximately and accessed by way of a private driveway which leads off Walsall Road between numbers 55 and 59. The existing property requires complete modernisation and renovation throughout and may offer scope for extension/redevelopment subject to obtaining planning consent for any proposed scheme. The property forms part of a highly regarded and sought after residential area located to the upper most section of Walsall Road between the junctions of Little Aston Lane and Rosemary Hill Road.

### Planning

The property may be suitable for extension and remodelling of the existing dwelling or for redevelopment of the site with a new dwelling, all being subject to the buyer obtaining planning consent for any proposed scheme. All interested parties should make their own enquiries prior to bidding, to satisfy themselves of the validity of any proposed scheme, by contacting the Local Planning department at Birmingham City Council on 0121 303 1115

### Accommodation

#### Ground Floor

Canopy Porch, Reception Hall, Cloak Room with wash basin and wc, Lounge, Sitting Room, Dining Kitchen, Rear Entrance Hall with Stores

#### First Floor

Stairs and Landing, Three Double Bedrooms, Bathroom with bath, wash basin and Separate WC

### Outside

The property is approached by a private drive which runs between 55 and 59 Walsall Road (owned by 57 Walsall Road but with right of way over) and branches off to a sweeping driveway which leads up to the residence and provides extensive off road parking along with access to a detached double timber garage. Extensive private mature and established gardens to the front, side and rear.

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233









## 112 Thorns Road, Brierley Hill, West Midlands DY5 2JU

### Property Description:

A substantial double fronted detached property surmounted by a tiled roof and set back from the road behind a lawned foregarden and gravelled driveway. The property currently benefits from C2 Planning Consent (Residential Institutions) having a sizeable single storey extension to the rear and the accommodation is currently laid out to provide a total ten/eleven bedrooms. The site extends to an area of approximately 0.34 acres (0.14 Ha) and Planning Consent has been granted for the erection of two detached, two bedroom bungalows located at the rear of the garden subject to a condition that the existing property is converted into a single residential dwelling house. Thorns Road (A4036) is a continuation of Dudley Road and the property itself is within approximately half a mile from the Merryhill Shopping Centre.

### Accommodation:

#### Ground Floor:

Entrance Porch, Reception Hall, Lounge, Dining Room, Inner Hall, WC, Breakfast Room, Rear Lobby and Kitchen X 2, stairs to first floor

#### First Floor:

Bathroom having panelled bath, wash basin and WC, separate WC, Bedrooms 1 -3, stairs to second floor

### Second Floor:

Bedroom 4 with ensuite Shower Room having shower, Bedroom 5 with ensuite Shower Room, Box/Store Room

### Ground Floor Rear Annexe:

#### Accommodation:

Rear Hallway  
Bathroom with panelled bath, wash basin and WC, separate WC, Bedrooms 6 to 10, Laundry Room, Kitchen and WC, Lounge/Bedroom 11

### Planning:

The property benefits from Planning Consent granted on 17 December 2008 for the change of use from C2 to C3 and erection of two no. detached bungalows (reference PO8/0707)

### Outside:

(Front) Lawned foregarden and driveway.

(Rear) Lawned Garden.

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233



# **28 Rosalind Avenue, Dudley, West Midlands DY1 4JW**

## **Property Description**

A semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a gravelled foregarden and shared tarmacadam covered driveway allowing for access to twin garages. The property benefits from having UPVC double glazing, gas fired central heating and is offered for sale in presentable condition. Rosalind Avenue is located off Park Road which in turn can be found off Sedgley Road (A457). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £575 per calendar month (£6,900 per annum).

## **Accommodation**

### **Ground Floor**

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, stairs to first floor

### **First Floor**

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



## **Outside**

(Front) Gravelled foregarden and shared tarmacadam driveway giving access to garages  
(Rear) Lawned garden

## **Legal Documents**

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

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## 39 Curtin Drive, Wednesbury, West Midlands WS10 8RJ

### Property Description

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and external doors, three bedrooms and a garage located to the rear. Curtin Drive leads off Maple Drive which leads off Bull Lane and in turn runs between Great Bridge Road (A4098) and Black Country New Road (A41)

(Rear) Paved yard/garden with freestanding garage accessed by way of a shared rear driveway

### Leasehold Information

Lease Term: The grant of a new one hundred year lease from the date of completion

Ground Rent: £250 per annum (escalating every 20 years)

### Accommodation

#### Ground Floor

Entrance Hall, Lounge opening to Dining Room, Kitchen, Rear Entrance Hall, Shower Room with shower, wash basin and wc

#### First Floor

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

#### Outside

(Front) Lawned foregarden

**Important Note:** An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option is to be exercised by 16th December 2010. Please refer to the legal pack for full details.

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233





## 2 Newport Street, Wolverhampton WV10 9AQ

### Property Description

An end terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from part UPVC double glazed windows and gas fired central heating but requiring modernisation and improvement. The property is situated at the junction of Newport Street and Crowther Street, which leads off Nine Elms Lane and which in turn leads off Cannock Road (A460). Wolverhampton City Centre is located within approximately two thirds of a mile distance.

### Accommodation

#### Ground Floor

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

#### First Floor

Stairs and Landing, Two Double Bedrooms

#### Second Floor

Stairs to Bedroom Three

### Outside

(Front) Small Walled foregarden

(Rear) Yard, shared pedestrian access and separate garden

### Leasehold Information

Lease Term: The grant of a new one hundred year lease from the date of completion

Ground Rent: £250 per annum (escalating every 20 years)

**Important Note:** An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option is to be exercised by 16th December 2010. Please refer to the legal pack for full details.

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

## LEGAL PACKS

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale. It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction. The Legal Pack is available at the Auctioneers offices during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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



## 26 Windsor View, Birmingham B32 4DB

### Property Description

A modern purpose built ground floor studio flat of brick construction surmounted by a tiled roof and set back from the road behind communal lawned gardens. The property benefits from having UPVC double glazing, electric heating and is offered for sale in presentable condition. Windsor View is located off Wychbury Road which in turn can be found off Scotland Lane.

### Accommodation

#### Ground Floor

Communal Entrance Hall, Entrance Hall, Lounge/Bedroom, Kitchen and Bathroom having Panel Bath, Wash Basin and WC.

### Outside

Communal Gardens and Parking

### Leasehold Information

Term: 99 Years from 25 March 1984  
Service Charge: Refer to Legal Pack  
Ground Rent: £20 rising to £60

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

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## 196 Warwick Road, Solihull, West Midlands B92 7AE

### Property Description

A modern detached bungalow of brick construction surmounted by a pitched tile clad roof, set back from the road behind a tarmacadamed forecourt and providing presentable and well laid out accommodation which benefits from UPVC double glazed windows and external doors, gas fired central heating, modern kitchen and shower room fitments and ample off road parking. The property is situated fronting Warwick Road (A41) virtually opposite the junction with Ulverley Crescent and conveniently within approximately a quarter of a mile distance from both Olton Railway Station along with local shops and amenities located on Dove House parade. Solihull Town Centre lies within approximately one and a half miles distance to the south east

### Accommodation

#### Ground Floor

Porch Entrance, Reception Hall, Two Double Bedrooms, L-Shaped Lounge/ Dining Room, UPVC Double Glazed Conservatory, Kitchen with extensive range of modern fitted units, Shower Room with glazed shower enclosure, vanity wash basin and wc

#### Outside

(Front) Tarmacadamed forecourt providing ample off road parking and driveway to garage, pedestrian side access to rear

(Rear) Paved yard and garden

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233





**93 Speedwell Road,  
Yardley, Birmingham  
B25 8HS**

#### Property Description

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof and requiring some cosmetic improvement. The property is situated close to the junction with Kings Road, which leads directly off Coventry Road (A45) providing access to a wide range of retail amenities and services.

#### Accommodation

##### Ground Floor

Front Reception Room, Rear Reception Room, Kitchen

##### First Floor

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



##### Outside

(Rear) Yard/Garden with brick stores and rear pedestrian access

##### Legal Documents

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

##### Viewings

Via Cottons – 0121 247 2233

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### Pinfold House, 1 Mansfield Road, Yardley, Birmingham B25 8LX

#### Property Description

An imposing Grade II Listed period built detached house offering generous family accommodation but requiring complete renovation and repair throughout. The property is prominently situated close to the junction with Yardley Road which leads to Coventry Road (A45) and which provides direct access to the M42 Motorway (junction 6) and Birmingham City Centre. Both Acocks Green and Yardley Shopping Centres are within approximately three quarters of a mile distance.

#### Accommodation

##### Ground Floor

Large Reception Hall/Room with Cellar access, Sitting Room, Living Room, Through Lounge/Dining Room, Side Entrance Hall/Store Room, Dining Kitchen (no fitments), Lobby, Separate WC, Utility Room, Study

#### First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (large double comprising two rooms), Bedroom Three (double), Bathroom (no fitments)

#### Outside

(Front) Foregarden with side driveway and garage

(Rear) Garden

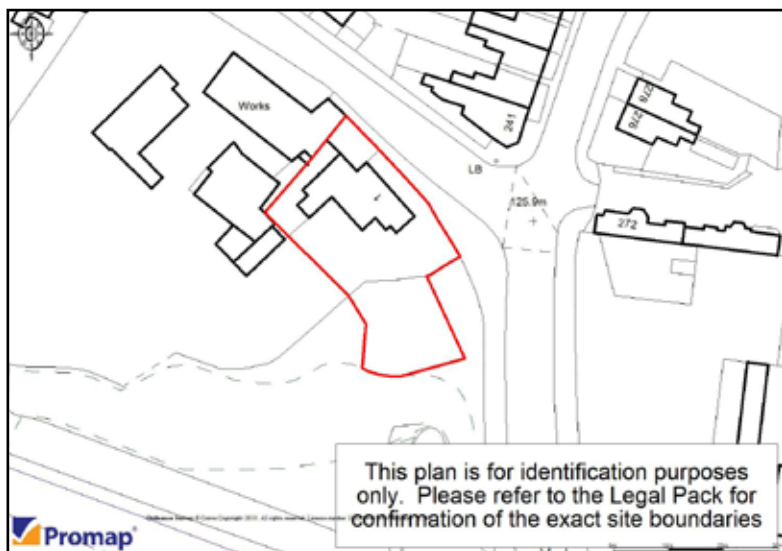
#### Legal Documents

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 persons viewing this property must do so with utmost caution and entirely at their own risk. Neither the Auctioneers nor vendors accept any liability for any injury or harm caused.





## St Johns Cloisters, St Johns Square, Wolverhampton WV2 4AT

### Property Description

An attractive four storey Grade II Listed office building, which we understand was originally built as a Convent, of traditional brick construction predominantly surmounted by a pitched slate clad roof. The property provides extensive and flexible accommodation which would lend itself to subdivision and forms part of an established professional office quarter of Wolverhampton City Centre just outside the pedestrianised retail area and containing a wide range of professional Companies and Practices. The property is located to the north eastern corner of St Johns Square, the main access being across an adjoining car park off the northern side of George Street.

### Accommodation

#### Ground Floor

Vestibule Entrance Hall, Reception and Customer Waiting Area, Corridor with Board Room leading off, Three Offices, Two Sets of Stairs leading to Upper Floors, Lobby, Toilet and Kitchen

### First Floor

Open Plan Office, Two Further Partitioned Offices, Kitchen, Male and Female Toilets

### Second Floor

Open Plan Office, Partitioned Office, Kitchen, Lobby with Separate WC and a Further Office

### Third Floor

Reception, General Office and Three Separate Offices

### Net Internal Area

Ground Floor: 73.39sq.mtrs (790sq.ft)  
First Floor: 108.78sq.mtrs (1,171sq.ft)  
Second Floor: 122sq.mtrs (1,314sq.ft)  
Third Floor: 114.92sq.mtrs (1,237sq.ft)

### Total net Internal Floor Area

419.2sq.mtrs (4,512sq.ft)  
approximately

### 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 2nd December 2010** 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.





## 76 King George Crescent, Rushall, Walsall WS4 1EG

### Property Description

A detached brick built house offering well laid out accommodation but requiring complete renovation and repair throughout. The property comprises of a former school caretakers house and forms part of a residential estate located within approximately one and a half miles distance from both Walsall and Aldridge Town Centres.

### Accommodation Ground Floor

Entrance Hall, Reception Hall, Cloak Room with wc, Lounge, Kitchen, Dining Room

### First Floor

Stairs and Landing, Three Bedrooms, Bathroom

### Outside

(Front) Shared driveway and foregarden  
(Rear) Garden

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

**Note 1:** The property is in a poor state of repair and all parties wishing to view this property do so entirely at their own risk. Neither the vendors nor auctioneers accept any liability for any injury or harm caused.

**Note 2:** The Buyer will be responsible for the payment of an Auctioneers administration fee of £750 plus VAT upon exchange of contracts and NOT the standard administration fee which is stated in the catalogue.



## 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.







## 89 Vernon Way, Bloxwich, Walsall WS3 2LU

### Property Description

A semi detached house of brick construction surmounted by a pitched tile clad roof having been generally well maintained and benefiting from gas fired central heating, UPVC double glazed windows and ample off road car parking. Vernon Way leads off Sneyd Lane (A4124) and is situated close to the south Staffordshire/Walsall borders approximately three miles distance to the north west of Walsall Town Centre.

### Accommodation

#### Ground Floor

Covered Entrance, Reception Hall, Cloak Room with wc and wash basin, Dining Room/Kitchen with a range of modern fitted units, Lounge

#### First Floor

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

### Outside

(Front) Foregarden with pedestrian access

(Rear and Side) Paved full length yard to the side, partly paved rear garden, brick store and driveway with vehicular gated access to a hard standing providing further car parking

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

**Note:** The Buyer will be responsible for the payment of an Auctioneers administration fee of £750 plus VAT upon exchange of contracts and NOT the standard administration fee which is stated in the catalogue.





## 98 Richards Street, Wednesbury, West Midlands WS10 8AL

### Property Description

A modern detached house of cavity brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows and external doors, conservatory, along with a garage and off road parking. The property is situated at the junction of Richard Street and Heath Road and conveniently within approximately one mile distance from both the M6 Motorway and Junction 9 Retail Park.

### Accommodation

#### Ground Floor

Reception Hall, Cloak Room with wc and wash basin, Lounge, Kitchen, Dining Room, UPVC double glazed Conservatory

#### First Floor

Stairs and Landing, Three Bedrooms, Bath/Shower Room

### Outside

(Front) Foregarden extending to the side

(Rear) Patio, garden and garage with vehicular access off Heath Street

**Note 1:** Walsall Council intend to undertake highway improvements adjacent to the property and the legal pack contains a plan which displays part of the side garden which will be retained as part of the road improvements. All interested parties should refer to the legal pack for a full explanation of the proposed works.

**Note 2:** The Buyer will be responsible for the payment of an Auctioneers administration fee of £750 plus VAT upon exchange of contracts and NOT the standard administration fee which is stated in the catalogue.

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233



**26 The Precinct,  
Lucknow Road,  
Willenhall,  
West Midlands  
WV12 4PZ**

#### Property Description

A purpose built duplex flat situated over a retail shop and forming part of a parade known as the Precinct and located at the junction of Lucknow Road and Pool Hayes Lane , the latter providing access to the property. The property provides well laid out accommodation arranged over two floors and requires modernisation and improvement throughout.

#### Accommodation

##### First Floor

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

##### Second Floor

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

##### Outside

Small first floor balcony area

#### Leasehold Information

Lease Term: The grant of a new 125 year lease from the date of completion



Ground Rent and 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

**Note:** The Buyer will be responsible for the payment of an Auctioneers administration fee of £750 plus VAT upon exchange of contracts and NOT the standard administration fee which is stated in the catalogue.



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**32 The Precinct,  
Lucknow Road,  
Willenhall, West  
Midlands WV12 4PZ**

**Property Description**

A purpose built duplex flat situated over a retail shop and forming part of a parade known as the Precinct and located at the junction of Lucknow Road and Pool Hayes Lane, the latter providing access to the property. The property provides well laid out accommodation arranged over two floors and benefits from mostly replacement UPVC windows but requires modernisation and improvement throughout.

**Accommodation**

**First Floor**

Entrance Hall, Reception Hall, Kitchen, Lounge/Dining Room

**Second Floor**

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

**Outside**

Small first floor balcony area

**Leasehold Information**

Lease Term: The grant of a new 125 year lease from the date of completion



Ground Rent and Service Charge:  
Refer to Legal pack

**Legal Documents**

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

**Viewings**

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## 37 Westley Road, Acocks Green, Birmingham, West Midlands, B27 7UQ

### Property Description

A substantial three storey detached block, set back behind a tarmacadam forecourt and being located in the heart of the local shopping district in Acocks Green.

The property currently comprises of Ground Floor accommodation, let as a boxing/martial arts studio at £18,000 per annum. There is also self contained accommodation to the First Floor, which is currently vacant, benefitting from A3 Planning Consent. In addition, there is a residential flat to the Second Floor with a separate rear access. Planning Consent was granted for "Conversion of first floor from restaurant (Class Use A3) to 2no. two-bedroom flats (Class Use C3)".

The property itself is located on Westley Road, close to the roundabout at the junctions of Warwick Road (A41) and Shirley Road, virtually opposite "Acocks Green Bowl". Nearby retailers include Barclay's Bank, Wilkinson Stores, Subway and Thomas Cook.

### Accommodation

#### Ground Floor

Boxing/Martial Arts Studio 139.9sq.m. (1,506sq.ft.)

#### First Floor

Former Restaurant

Kitchen

WCs

Total - 106.8sq.m. (1,150sq.ft.)

### Second Floor

Self Contained Flat

Entrance Hall, Kitchen, Living Room,

Two Bedrooms and Bathroom

### Outside

Front – Tarmacadam forecourt

Rear – Car Park and access to Second Floor flat via a vehicular access adjacent to the property

### Tenancy Information

#### Ground Floor

Presently let for a term of 10 years from 1 December 2008 at a current rental of £18,000 per annum.

#### First Floor

Vacant Possession

#### Second Floor

Vacant Possession

Total Rental Income - £18,000 per annum

### Planning

Planning Consent was granted on 11 September 2009 in relation to the First floor, for "Conversion of first floor from restaurant (Class Use A3) to 2 No. two-bedroom flats (Class Use C3)" (App Ref – 2009/03115/PA). This was approved by Birmingham City Council and all interested parties must make their own enquiries from the Council.

### Vendors Solicitors

Refer to Auctioneers

### Viewings

Via Cottons – 0121 247 2233







**105 Ridgacre Road, Quinton,  
Birmingham B32 2TJ**

**Property Description**

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and paved driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating, and further benefits from having a two storey extension to the rear. Ridgacre Road can be located off Worlds End Lane and also Court Oak Road (A4123).

**Accommodation**
**Ground Floor**

Entrance Hallway, Lounge, Dining Room, Kitchen and Lean To, stair to first floor

**First Floor**

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

**Outside**

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

(Rear) Lawned garden

**Legal Documents**

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

**Viewings**

Via Cottons – 0121 247 2233



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## Residential Building Plot 4A Gorge Road, Sedgley, West Midlands DY3 1LA

### Description

A parcel of freehold land, rectangular in shape, and located to the rear of number 4 Gorge Road, accessed by way of a private shared driveway, situated between numbers 4 and 6 Gorge Road and secured with electric gates. Planning consent was granted on 12th December 2007 for the erection of a three bedroom detached bungalow and the plot is situated adjacent to a similar modern built bungalow. Gorge Road (A463) forms part of a predominantly residential area and the plot is located within approximately one third of a mile distance from Sedgley Town Centre and approximately half a mile distance from Birmingham New Road (A4123) which provides access to the Cities of Birmingham and Wolverhampton.

### Planning

Planning permission for a three bedroom detached bungalow at land to the rear of 4 Gorge Road, Sedgley was granted on appeal (Ref: APP/C4615/A/07/2053028) on 12th December 2007 and in accordance with the Terms of the application Ref: P07/0913 dated 7th May 2007 and the plans submitted with it.

A copy of the planning consent is available from either the Auctioneers' offices or from Dudley Metropolitan Borough Council website [www.dudley.gov.uk](http://www.dudley.gov.uk)

The plans approved with the application detailed a detached bungalow containing the following accommodation:

### Proposed Accommodation Ground Floor

Reception Hall, Lounge/Dining Room, Kitchen, Two Bedrooms, Bathroom

### Loft Floor

Stairs and Landing Area, Games Room, Store and Bathroom

### Outside

(Front) Car parking/garden

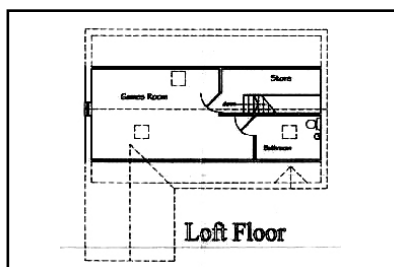
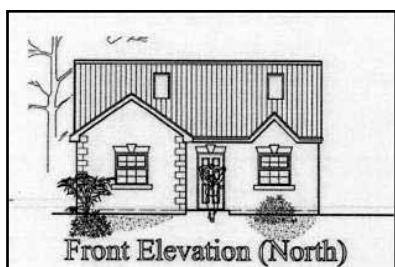
(Rear) Garden

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233





## Residential Development Site 20 – 26 North Roundhay, Shard End, Birmingham B33 9PB

### Description

A parcel of freehold land extending to an area of 0.16 acres (647sq.m), having a frontage of 15.5 metres (50 feet) and benefiting from planning consent for the erection of four 2 bedroom flats along with associated car parking. The site forms part of an established residential area located approximately four miles distance to the East of Birmingham City Centre and within approximately one mile distance from both Stechford Retail Park and Railway Station and two miles distance from Birmingham Heartlands Hospital.

### Planning

Planning consent was granted by Birmingham City Council (Ref: N00310/08/FUL and dated 12 March 2008) for the redevelopment of the site to include the erection of a two storey building comprising of four 2 bedroom flats and associated car parking.

In accordance with the architect's drawings, the proposed development comprises of four flats each benefiting from the following accommodation:

Accommodation: Hall, Kitchen, Lounge, Two Bedrooms and Bathroom

Outside: Allocated car parking spaces and rear garden

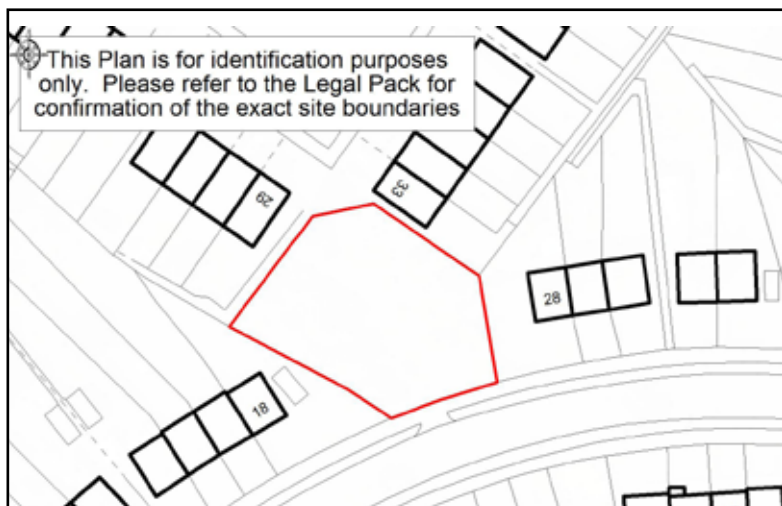
A copy of the planning consent and architect's drawings are available for inspection at the auctioneers' offices.

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233





## Freehold Ground Rents and Development Site, 263-285 Beeches Road, Great Barr, Birmingham, West Midlands, B42 2QS

### Description

A portfolio of freehold ground rent investments secured upon seven retail shops with six flats over. In addition, there is an attached parcel of Freehold land with Planning Permission for the construction of a block containing four one bedroom flats and a shop with associated two bedroom flat over.

The block itself is located on Beeches Road between the junctions of Chelmorton Road and Hassop Road.

### Leasehold Information

The 13 properties are held on 6 separate leases, all leases of which are for a term of 125 years and three days from 4 May 2006 at a current Ground Rent of £100pa each.

Total Rental Income - £600 per annum

### Planning

The neighbouring site benefits from Planning Consent for the 'Construction of two storey block of 4 flats, retail unit with flat above, formation of new configured parking to Beeches Road frontage, creation of amenity space to rear and ancillary development.' The Application was approved on 11 September 2008 by Birmingham City Council (Ref – N/03423/08/FUL)

### Legal Documents

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

### Viewings

Not Applicable







## 35 Raleigh Road, Bilston, West Midlands WV14 8ED

### Property Description

A semi detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway providing off road parking. The property benefits from having UPVC double glazed windows and gas fired central heating. Raleigh Road is located off Elizabeth Avenue which in turn can be found off Edinburgh Road.

### Accommodation

#### Ground Floor

Entrance Hallway, Through Lounge, Kitchen and Lean To, stairs to first floor

### First Floor

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

### Outside

(Front) Lawned foregarden  
(Rear) Lawned garden

### Legal Documents

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

### Viewings

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## 42 Fareham Crescent, Penn, Wolverhampton WV4 4YW

### Property Description

A 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 well laid out accommodation, majority UPVC double glazed windows and gas fired central heating, and is offered for sale in presentable condition. Fareham Crescent is located off Langley Road and set in an established residential area.

### Accommodation

#### Ground Floor

Entrance Hallway, WC, Through Lounge, Kitchen and Conservatory, stairs to first floor

### First Floor

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

### Outside

(Front) Lawned garden

(Rear) Garden and communal parking area

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233





### Flat 5, 6-7 Bridge Street, Worcester, WR1 3NJ

#### Property Description

A third floor flat located in a three storey mid terraced property of traditional brick construction surmounted by a pitched roof. The property itself is located on Bridge Street, within close proximity to New Road Cricket Ground, Worcester Cathedral and the facilities, shops and amenities provided by Worcester City Centre being a short distance to the North East.

#### Accommodation

Please note the Auctioneers have been unable to inspect the property internally; Kitchen/Sitting Room, Bedroom, Shower Room

#### Tenure

The property is of a Leasehold Tenure for a term of 99 years from 1st September 1989

Ground Rent - Refer to legal pack  
Service Charge - Refer to legal pack

#### Important Notice

The Vendors nor the Auctioneers can offer any warranty in relation to the accommodation listed and all parties should make their own enquiries prior to bidding.

#### Legal Documents

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

#### Viewings

Via Cottons – 0121 247 2233

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## Flat 1, 8 Bridge Street, Worcester, WR1 3NJ

### Property Description

A ground floor flat located in a three storey mid terraced property of traditional brick construction surmounted by a pitched roof. The property itself is located on Bridge Street, within close proximity to New Road Cricket Ground, Worcester Cathedral and the facilities, shops and amenities provided by Worcester City Centre being a short distance to the North East.

### Accommodation Ground Floor

Please note the Auctioneers have been unable to inspect the property internally; Bedroom/Sitting Room, Kitchen and Shower Room

### Tenure

The property is of a Leasehold Tenure for a term of 99 years from 1st September 1989

Ground Rent - Refer to legal pack  
Service Charge - Refer to legal pack

### Important Notice

The Vendors nor the Auctioneers can offer any warranty in relation to the accommodation listed and all parties should make their own enquiries prior to bidding.

### 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.







## The Old Garage, Yr Efail, Llanbrynmair, Newtown, SY19 7DL

### Property Description

A detached bungalow of brick construction set back from the road behind an extensive lawned foregarden with ample off-road parking. The property benefits from having timber double glazed windows (except utility room) and has undergone considerable refurbishment and extension works having been converted from a former Filling Station and Shop. The property is situated within one-quarter of a mile from the village centre of Llanbrynmair which is located on the B4518 with easy access to Newtown - approx 18 miles, Machynlleth – approx 11 miles, Aberdovey – approx 20 miles and Borth – approx 25 miles.

### Planning

The property has been converted from a former petrol Filling Station and Shop. All of the tanks have been properly filled and are certificated. The final building regulation inspection has yet to be carried out on the basis that whilst works are complete, an electric wiring test needs to be carried out which cannot be dealt with until electricity is connected. The Vendor informs us that electricity is available nearby and has been quoted £5,000 for connection.

The property is considered to be suitable either as a retirement property or for a weekend/holiday

retreat. The property may be suitable for further redevelopment works, subject to obtaining planning consent. Enquiries regarding planning should be addressed to Powys County Council Planning Department – telephone 01938 551254.

### Accommodation

Living Room with feature fireplace and double opening French window to patio, Breakfast Kitchen with a range of modern fitted units, Rear Hall leading to Utility Room, Bathroom with panelled bath having shower over, vanity basin and wc, Bedroom One, Bedroom Two with built-in wardrobes

### Outside

Surrounding lawned gardens including driveway providing off-road parking, patio, and small workshop

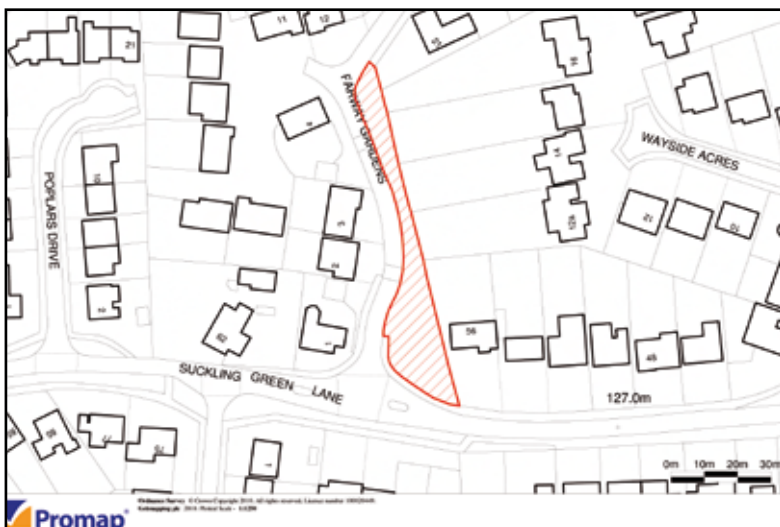
### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233





**Land Opposite  
1 – 4 Farway Gardens, Codsall,  
Wolverhampton  
WV8 2QA**

**Description**

An elongated parcel of freehold land irregular in shape, extending to an area of approximately 0.216 acres (870 sq. mtrs.) and currently grassed containing a variety of trees and vegetation. The land is situated opposite numbers 1 to 4 Farway gardens and forms part of a modern housing development located off Suckling Green Lane.

**Legal Documents**

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

**Viewings:**

External Only



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**Land Adj 25 – 26 Roebuck Park,  
Alcester, Warwickshire  
B49 5EF**

**Description**

A parcel of freehold land, triangular in shape, extending to an area of approximately 0.034 acres (140 sq. mtrs.) and situated to the front of numbers 25 and 26 Roebuck Park.

**Legal Documents**

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

**Viewings**

External Only

The land which is predominantly grassed, contains two tarmacadamed driveways and is situated in a predominantly residential area which leads off Birmingham Road (A435)



**IMPORTANT NOTICE**

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 2nd December 2010** 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 Adj 7 Hagley Grange, Hagley, West Midlands DY9 0PS

#### Description

A parcel of elongated rectangular shaped land extending to an area of approximately 0.015 acres (60 sq. mtrs.) and situated at the head of a cul-de-sac. Hagley Grange comprises of a private road containing a range of executive detached houses and leads off Worcester Road close to the junction with Worcester Lane.

#### Planning

The land is situated at the head of a cul-de-sac at the point where the estate road terminates, bordering open land and may therefore offer some future strategic value. All interested parties must make their own enquiries in respect of any potential value, prior to bidding, by contacting Dudley Metropolitan Borough Council Planning Department.

#### Legal Documents

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

#### Viewings

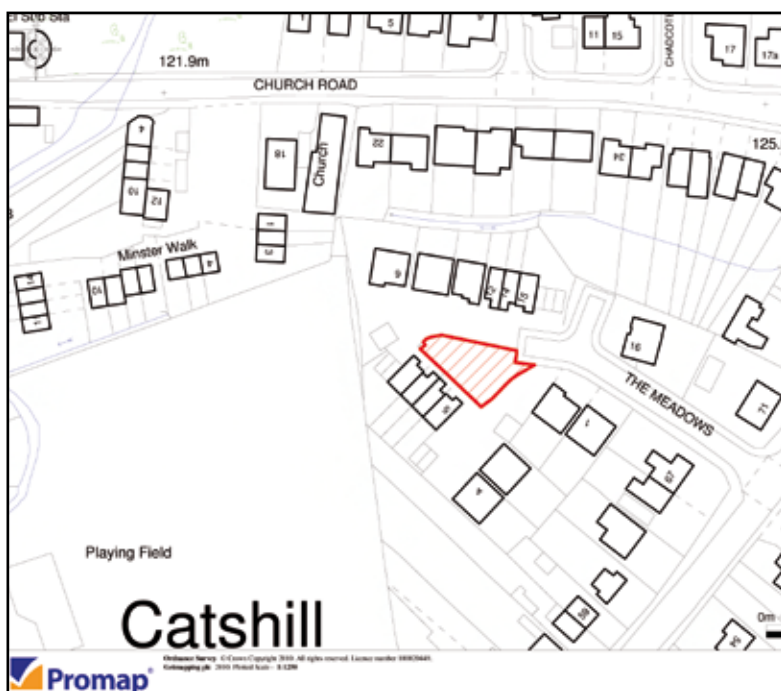
Not Applicable



**Access to Hagley Grange**







**Land Parcel, The Meadows,  
Catshill, Bromsgrove,  
Worcestershire B61**

**Description:**

A parcel of freehold land, roughly triangular in shape, extending to an area of approximately 0.07 acres (280 sq. mtrs.), surrounded by a post and rail fence and situated at the head of a cul-de-sac known as The Meadows. The land forms part of a modern residential development which is located directly off Meadow Road (B4185)

**Legal Documents**

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

**Viewings:**

External Only





**Land Adj 32 Hatch Heath Close,  
 Wombourne, Wolverhampton  
 WV5 8DR**

**Description:**

An elongated parcel of freehold land rectangular in shape, extending to an area of approximately 0.02 acres (80 sq. mtrs.) and situated at the head of a cul-de-sac running adjacent to number 32 Hatch Heath Close. The land is currently paved and

forms part of a residential estate which leads off Ounsdale Road.

**Legal Documents**

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

**Viewings:**

External Only





### **37 Leamore Lane, Walsall, WS3 2BJ**

#### **Property Description**

An extended three bedroom semi detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property further benefits from having the potential for off road parking to the rear accessed via a service road. The property is located in Leamore Lane between Green Lane and Bloxwich Road, and the property is within approximately one and a quarter miles from Walsall Town Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £125 per week (£6,500 per annum).

#### **Accommodation**

##### **Ground Floor**

Entrance Hallway, Lounge, Dining Room, Kitchen, Utility Room, WC and Study, stairs to first floor

##### **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

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

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





## Land r/o 143 Lincoln Road North, Acocks Green, Birmingham, West Midlands

### Description:

A parcel of roughly rectangular shaped land, extending to approximately 0.118 Acres) situated directly to the rear of 143 Lincoln Road North and adjacent to 151 and 153 Lincoln Road North, which are set back from the road frontage on a private driveway, which abuts the land towards the rear of the site. Directly behind the subject site runs the Grand Union Canal.

Lincoln Road North itself runs directly between Barn Lane and Lincoln Road, which in turn provides access to Warwick Road (A41), approximately 4 and a half miles to the South East of Birmingham City Centre.

### Legal Documents

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

### Viewings:

Not Applicable







## 15 Tamworth Street, Lichfield, Staffordshire, WS13 6JP

### Property Description

A substantial terraced commercial unit, of traditional brick construction surmounted by a pitched roof and being located in the busy commercial centre of Lichfield City. The property provides well laid out accommodation over three floors with a Net Internal Area of approximately 157.8sq.m. (1,698sq.ft.), comprising of a Ground Floor Retail Shop with self-contained First Floor accommodation over, accessed via a separate doorway off Tamworth Street, and being known as 15a Tamworth Street.

The property itself is located on Tamworth Street close to the junction with Bore Street. Occupiers on Tamworth Street and Bore Street include Millets, Julian Graves, Dollond and Aitchison, Halifax Bank, Burton Menswear and Cafe Nero.

### Accommodation

#### 15 Tamworth Street

##### Ground Floor

Retail Shop 83.9sq.m. (903sq.ft.)  
Kitchen and Separate WC

#### 15a Tamworth Street

##### First Floor

Stairs and Landing  
Room 1 30sq.m. (322sq.ft.)  
Room 2 17.9sq.m. (192sq.ft.)  
Kitchen/Staff Room and Separate WC

##### Second Floor

Room 3 26sq.m. (279sq.ft.)

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

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### Apartment 4 The Bartleet, 224 Mount Pleasant, Redditch, Worcestershire B97 4JL

#### Property Description:

A one bedroom apartment situated on the first floor of a modern purpose built block of brick construction and surmounted by a tile clad roof set back from the road behind a walled foregarden. The flat benefits from having well laid out accommodation, electric heating and modern kitchen and bathroom fitments, as well as further benefiting from communal off road parking to the rear. Mount Pleasant is a continuation of Ipsley Street, and the property is within approximately a quarter of a miles distance from Redditch Town Centre.

#### Accommodation:

##### Ground Floor:

Communal Entrance Hall and Stairs to first floor

##### First Floor:

Entrance Hallway, Open plan Lounge/ Kitchen, Bedroom and Bathroom having panelled bath with electric shower above, wash basin and WC

#### Outside:

(Front) Walled foregarden

(Rear) Communal gardens and parking area

#### Leasehold Information

Term: 999 Years from the 1 January 2007

Service Charge: Refer to Legal Pack

Ground Rent: Refer to Legal Pack

#### Legal Documents

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

#### Viewings:

Via Cottons – 0121 247 2233





### Apartment 5 The Bartleet, 224 Mount Pleasant, Redditch, Worcestershire B97 4JL

#### Property Description:

A one bedroom apartment situated on the first floor of a modern purpose built block of brick construction and surmounted by a tile clad roof set back from the road behind a walled foregarden. The flat benefits from having well laid out accommodation, electric heating and modern kitchen and bathroom fitments, as well as further benefiting from communal off road parking to the rear. Mount Pleasant is a continuation of Ipsley Street, and the property is within approximately a quarter of a miles distance from Redditch Town Centre. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £450 per calendar month (£5,400 per annum).

#### Accommodation:

##### Ground Floor:

Communal Entrance Hall and Stairs to first floor

#### First Floor:

Entrance Hallway, Open plan Lounge/ Kitchen, Bedroom and Bathroom having panelled bath with electric shower above, wash basin and WC

#### Outside:

(Front) Walled foregarden  
(Rear) Communal gardens and parking area

#### Leasehold Information:

Term: 999 Years from the 1 January 2007

Service Charge: Refer to Legal Pack

Ground Rent: Refer to Legal Pack

#### Legal Documents

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

#### Viewings:

Via Cottons – 0121 247 2233







## 45 Alum Rock Road, Birmingham B8 1LR

### Property Description

A two storey retail unit of traditional brick construction surmounted by a pitched tile clad roof comprising of a ground floor hot food takeaway along with a seating area and offices to the first floor over. The property directly fronts Alum Rock Road and forms part of a busy shopping street containing a wide range of local retail shops and services which serve the surrounding predominantly residential catchment area.

### Lease Information

Currently let trading as Lahore on full repairing and insuring lease for a term of 21 years from 24th June 1997 at a current rental of £6,000 per annum (3 yearly rent reviews) Note: We are advised by the Landlords' agents (Bruton Knowles) that the rent review due 25th December 2007 is still outstanding, and that negotiations have taken place to significantly increase the rental but to-date have not been finalised.

### Accommodation

#### Ground Floor

Retail Shop/Takeaway and Food Preparation Area having access to Rear Yard

#### First Floor

Customer Seating Area and Offices (not inspected)

Net Internal Area: 130.94sq.mtrs  
(1,409sq.ft)

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233



**COTTONS**  
THE AUCTIONEERS







## 45A Alum Rock Road, Birmingham B8 1LR

### Property Description

A mid terraced property of traditional brick construction surmounted by a pitched tile clad roof comprising of first floor offices with integral vehicular access below leading to a yard area and workshop of brick construction surmounted by a pitched steel clad roof, located to the rear. Alum Rock Road forms part of a busy shopping street containing a wide range of local retail shops and services which serve the surrounding predominantly residential catchment area.

Workshop: 122.57sq.mtrs (1,319sq.ft)  
Ground Floor Office: 8.78sq.mtrs (94sq.ft)

Total Gross Internal Area: 140.28sq.mtrs (1,510sq.ft)

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

### Lease Information

Currently let trading as Zaqa Motors Limited on a full repairing and insuring lease for a term of 9 years expiring on 24th March 2011 at a current rental of £7,500 per annum (3 yearly rent reviews)

### Accommodation

#### Main Building

First Floor Office accommodation above the integral vehicular access (not inspected)

#### Workshop

having roller shutter door and minimum eaves height of 2.53mtrs (8ft 3 inches) and a Small Office

#### Outside

Integral Vehicular Access to Yard Area

### Gross Internal Areas

First Floor Office (over vehicular access): 8.93sq.mtrs (96sq.ft)



# BK

THE PROPERTY  
ASSETS  
CONSULTANCY





## 127 Alum Rock Road, Birmingham B8 1ND

### Property Description

A mid terraced two storey retail shop of traditional brick construction surmounted by a pitched tile clad roof directly fronting Alum Rock Road which comprises of a busy shopping street containing a wide range of retail amenities and services which serve the surrounding predominantly residential catchment area.

### Lease Information

The property is currently let trading as Asian Jewellers holding over on a full repairing and insuring lease which expired on 28th February 2010 and at a current rental of £9,000 per annum. We understand that negotiations have been taking place between the Landlord's Agents (Bruton Knowles) and the Tenants for a new lease for a term of 10 years (3 yearly rent reviews) proposing a new rental of £11,750 per annum.

**Note:** The Landlord's Agents (Bruton Knowles) have indicated that they would be prepared to act for any new owners to finalise negotiations in renewing this lease

### Accommodation

#### Ground Floor

Retail Shop with roller shutter protection, Rear Office Area, Lobby, Kitchen and WC Facilities

#### First Floor

Two Bedrooms and a Bathroom which are currently used for storage

### Outside

Rear yard area providing car parking for two cars

Net Internal Area: 57.71sq.mtrs (621sq. ft)

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233





## 129 Alum Rock Road, Birmingham B8 1ND

### Property Description

A two storey end terraced retail unit of brick construction surmounted by a pitched tile clad roof occupying a prominent corner position at the junction with Ellesmere Road and benefiting from a return frontage extending to the full depth of the property. The property comprises of ground floor retail accommodation used for the sale of shoes and accessories with storage accommodation to the first floor over and benefits from a yard area directly to the rear which provides off road car parking. The property is situated fronting Alum Rock Road which comprises of a busy shopping street containing a wide range of retail amenities and services which serve the surrounding predominantly residential catchment area.

### Lease Information

The property is currently let trading as Europa on a full repairing and insuring lease for a term of 10 years which commenced on 25th March 2009 at a current rental of £14,600 per annum (5 yearly rent reviews)

### Accommodation

#### Ground Floor

Retail Shop used for the sale of shoes and accessories with a Rear Storage Area and basic Kitchen facilities

#### First Floor

Stair Access to Storage Accommodation which is predominantly Open Plan

#### Outside

(Rear) Surfaced yard area with small outbuilding and providing off road car parking having access off Ellesmere Road

Net Internal Area: 232.62sq.mtrs  
(2,504sq.ft)

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

# BK

THE PROPERTY  
ASSETS  
CONSULTANCY





### 458 – 460 Green Lane, Small Heath, Birmingham B9 5QJ

#### Property Description

A double terraced commercial unit of traditional brick construction surmounted by a pitched roof and presently being let as an Education & Community Centre, producing a rental of £16,800 per annum (see Tenancy Details). The property itself is located on Green Lane directly on the corner of Green Lane and Second Avenue, approximately 2 ½ miles to the East of Birmingham City Centre.

#### Accommodation

##### 458 Green Lane

##### Ground Floor

Retail Shop	14.6sq.m. (157sq.ft.)
-------------	-----------------------

##### 460 Green Lane

##### Ground Floor

Retail Shop	24.3sq.m. (261sq.ft.)
Room 1	21.4sq.m. (230sq.ft.)
Room 2	No access
Room 3	No access
Room 4	No access
Kitchen and Boiler Room	

##### First Floor

Room 1	9.9sq.m. (106sq.ft.)
Room 2	17.4sq.m. (187sq.ft.)
Room 3	10.8sq.m. (116sq.ft.)
Room 4	11.5sq.m. (123sq.ft.)
Room 5	6.2sq.m. (66sq.ft.)
Room 6	No access
Separate WC	

#### Tenancy Details

The property is currently let for a term of 5 years which commenced 1st January 2008 at a current rental of £16,800 per annum

#### Legal Documents

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

#### Viewings

Via Cottons – 0121 247 2233





## LOT 58

### 102 Blackwatch Road, Radford, Coventry CV6 3GW

#### Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating and three bedrooms. Blackwatch Road forms part of an established residential area and leads off Grangemouth Road and is located approximately one and a half miles distance to Coventry City Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £400 per calendar month (£4,800 per annum)

#### Accommodation:

##### Ground Floor:

Entrance Hall, Lounge, Full Width Dining Kitchen

##### First Floor:

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

## Freehold Investment



#### Outside:

(Front) Lawned foregarden  
(Rear) Concrete yard/patio and lawned garden with rear pedestrian access

#### Legal Documents

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

#### Viewings:

Via Cottons – 0121 247 2233

## LOT 59

### By Instruction of the Joint Receivers Leasehold Investment



### 126 Hewitt Avenue, Radford, Coventry CV6 1NH

#### Property Description

A first floor maisonette forming part of a two storey property of brick construction with pitched interlocking tile clad roof and benefiting from UPVC double glazed windows, gas fired central heating and two bedrooms. Hewitt Avenue leads off Tomson Avenue which in turn leads off Barker's Butts Lane and the property is situated conveniently within approximately half a mile distance to the north of Coventry City Centre. The property is currently let on a Periodic Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

#### Accommodation

##### Ground Floor

Shared Entrance Hall, Stairs and Landing

#### First Floor

Reception Hall, Bathroom with panelled bath having shower over, pedestal wash basin and wc, Kitchen with rear access, Lounge and Two Bedrooms

#### Outside

Side pedestrian access to overgrown rear garden

#### Leasehold Information

Term: 125 Years from 13 May 2002  
Ground Rent: £10 per annum

#### Legal Documents

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

#### Viewings

Via Cottons – 0121 247 2233





## 9 Heckley Road, Exhall, Near Coventry CV7 9EX

### Property Description

A modern first floor maisonette forming part of a purpose built development overlooking playing fields to the rear. Heckley Road comprises of a cul-de-sac which leads directly off Coventry Road (B4113) and the property is conveniently within approximately one mile distance from the M6 Motorway (junction 3) and approximately one and a half miles distance from Bedworth Town Centre which provides access to a range of retail amenities and services.

The property is currently let on an Assured Shorthold Tenancy Agreement for a term of 4 years which commenced on 25th July 2008 at a rental of £370 per calendar month (£4,440 per annum)

### Accommodation

Whilst the accommodation has not been inspected by the Auctioneers, we understand that it benefits from the following:

### Ground Floor

Entrance Hall

### First Floor

Landing, Lounge/Dining Room, Kitchen, Two Bedrooms, Bathroom

### Outside

Communal gardens and residents car parking area

### Leasehold Information

Lease Term: 99 years from 20th December 1990

Ground Rent: Refer to Legal Pack

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



# IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 2nd December 2010** 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.





## 27 Barnett Road, Willenhall, West Midlands WV13 3LD

### Property Description

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from mostly UPVC double glazed windows, gas fired central heating and off road parking but requiring modernisation and repair. Barnett Road leads off Vaughan Road which in turn leads off Willenhall Road (A454) and the property is located approximately two miles distance to the east of Wolverhampton City Centre.

### Accommodation

#### Ground Floor

Entrance Hall, Lounge, Dining Room (previously kitchen) with Pantry, Shower Room with shower, pedestal wash basin and wc, Veranda/Kitchen

#### First Floor

Stairs and Landing, Two Double Bedrooms and a large Cloak Room with pedestal wash basin and wc

### Outside

(Front) Tarmacadamed forecourt with vehicular gated access providing off road parking

(Rear) Partly paved yard/garden

Lease Term: The grant of a new one hundred year lease from the date of completion

Ground Rent: £250 per annum (escalating every 20 years)

**Important Note:** An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option is to be exercised by 16th December 2010. Please refer to the legal pack for full details.

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

## 1 Oak Avenue, Runcorn Road, Birmingham B12 8QT

### Property Description

An end terraced house of brick construction surmounted by a tiled roof and situated in a row of similar terraced properties accessed by way of a pedestrian footpath directly off Runcorn Road. The property has recently been refurbished and includes gas fired central heating and modern kitchen and bathroom fittings. Oak Avenue is located off Runcorn Road which can be found off Moseley Road (A435).

### Accommodation

#### Ground Floor

Lounge, Kitchen, Utility Room, Bathroom having panelled bath with electric shower over, wash basin and WC, stair to first floor

#### First Floor

Two double Bedrooms

#### Outside

(Rear) Yard

### Legal Documents

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



### Viewings

Via Cottons – 0121 247 2233

## 2 Myrtle Avenue, Runcorn Road, Birmingham B12 8RF

### Property Description

A mid terraced house of brick construction surmounted by a tiled roof and situated in a row of similar terraced properties accessed by way of a pedestrian footpath directly off Runcorn Road. The property has recently been refurbished and includes gas fired central heating and modern kitchen and bathroom fittings. Myrtle Avenue is located off Runcorn Road which can be found off Moseley Road (A435).

### Accommodation

#### Ground Floor

Lounge, Dining Room, Kitchen, Bathroom having panelled bath with electric shower over, wash basin and WC, stair to first floor

#### First Floor

Two double Bedrooms

#### Outside

(Rear) Yard

### Legal Documents

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



### Viewings

Via Cottons – 0121 247 2233





## LOT 64

### 8 Myrtle Avenue, Runcorn Road, Birmingham B12 8RF

#### Property Description

An end terraced house of brick construction surmounted by a tiled roof and situated in a row of similar terraced properties accessed by way of a pedestrian footpath directly off Runcorn Road. The property has recently been refurbished and includes gas fired central heating and modern kitchen and bathroom fittings. Myrtle Avenue is located off Runcorn Road which can be found off Moseley Road (A435). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500 per calendar month (£6,000 per annum).

#### Accommodation

##### Ground Floor

Lounge, Dining Room, Kitchen, Bathroom having panelled bath with electric shower over, wash basin and WC, stair to first floor

##### First Floor

Two double Bedrooms

## LOT 65

### 26B Market Place, Wednesbury, West Midlands

#### Property Description

A three storey property of traditional brick construction with a rendered front elevation surmounted by a pitched tile clad roof with presently being sub divided to provide Ground Floor retail accommodation together with a self contained flat to the floors over. The property itself is located on Market Place in the main shopping district of Wednesbury and is surrounded by a large number of similar A1, A2, A3 A4 and A5 units.

#### Accommodation

##### Ground Floor Shop

Retail Shop extending to approximately 28.3sq m (305sq ft), Separate WC

##### Residential Flat

##### First Floor

Stairs and Landing, Bathroom, Modern Kitchen/Diner and Living Room

##### Second Floor

Two Bedrooms

#### Tenancy Details

##### Ground Floor Retail Shop

The property is currently let on a Lease for a term of 2 years which commenced 12 August 2010 at a rental of £400pcm (£4,800pa)

## Freehold Investment



#### Outside

(Rear) Yard

#### Legal Documents

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

#### Viewings

Via Cottons – 0121 247 2233

## Freehold Investment



#### Flat

The Flat is currently let on an Assured Shorthold Tenancy at a rental of £380.00 pcm (£4,560 per annum)

Total Rental income £9,360.00 per annum

#### Legal Documents

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

#### Viewings

Via Cottons – 0121 247 2233





## **2A Harrison Street, Walsall WS3 3HP**

### **Property Description**

A detached property of rendered brick construction surmounted by a pitched tile clad roof and comprising of a hot food takeaway currently known as Bloxwich Balti. Harrison Street is situated in the centre of Bloxwich located directly off High Street (A34) which contains a wide range of retail amenities and services.

### **Lease Information**

The property is let on a full repairing and insuring lease for a term of six years which commenced on 4th June 2010 at a current rental of £4,800 per annum (3 yearly rent reviews)  
A copy of the lease is available for inspection in the legal pack

**Note:** We are advised by the Receivers that the landlord is in dispute with a former tenant who is claiming a right to occupy the property and details relating to this matter are available in the legal

pack. If the former tenant's claim is successful, the terms of the lease of the property may differ from those specified above.

### **Accommodation**

Whilst the accommodation has not been inspected internally by the Auctioneers, we understand that it comprises of the following:

### **Ground Floor**

Customer Waiting Area/Servery,  
Kitchen

### **First Floor**

Storage and Toilet

### **Legal Documents**

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

### **Viewings**

External Only

## **PROXY & TELEPHONE BIDDING**

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

**Please contact the Auction Team on  
0121 247 2233**

**For further details and Terms & Conditions**





## 57 William Road, Smethwick, West Midlands B67 6LN

### Property Description

A two storey semi detached house constructed circa 1950 of part rendered brick, surmounted by a hipped roof framed in timber and clad in tiles.

The property is situated on William Road occupying a slightly elevated position, set back behind a foregraden and driveway. The property forms part of an established residential area predominantly containing a range of terraced and semi detached housing. William Road runs directly between Thimblemill Road (B4182) and Hurst Road and the property is located within approximately one third of a mile distance from local services on Londonderry Road, approximately three quarters of a mile distance from Bearwood Road Shopping Centre, two miles distance from the M5 Motorway (junction 2) and approximately three miles distance from Birmingham City Centre.

### Accommodation

#### Ground Floor

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

#### First Floor

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

#### Outside

(Front) Lawned foregarden and driveway

(Rear) Double gated access to side driveway with integral store, freestanding garage and garden

### 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





## 398 Tyburn Road, Erdington, Birmingham B24 8HP

### Property Description

A semi detached house of part rendered brick construction surmounted by a hipped replacement tile clad roof, benefiting from mostly double glazed windows, gas fired central heating and a garage located to the rear but requiring modernisation and improvement. The property is set back from Tyburn Road behind a foregarden and is conveniently within approximately one mile distance from both Erdington High Street which provides access to a wide range of retail amenities and services and the M6 Motorway (junction 6).

### Accommodation

#### Ground Floor

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

### First Floor

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

### Outside

(Front) Lawned foregarden

(Rear) Patio, lawned garden and a free standing wooden garage with access provided by a shared driveway

### 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.







### 93 Hob Moor Road, Small Heath, Birmingham B10 9AZ

#### Property Description

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, requiring modernisation and improvement throughout. The property forms part of an established residential area located within approximately half a mile distance from Birmingham Heartland's Hospital and approximately two miles distance to the east of Birmingham City Centre.

#### First Floor

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

#### Outside

(Front) Foregarden

(Rear) Yard, brick stores/wc and lawned garden with rear pedestrian access

#### Accommodation

##### Ground Floor

Entrance Hall, Front Reception Room opening to Rear Reception Room, Lobby, Dining Room with Pantry, Kitchen

#### Legal Documents

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

#### Viewings

Via Cottons – 0121 247 2233

## DEPOSITS AND ADMINISTRATION FEE

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

Acceptable payment methods are as follows:

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

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

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.

- Credit Card Payments

(Credit card payments are subject to a surcharge of 1.95%)

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





**37 Cheddar Road, Balsall Heath,  
Birmingham B12 9LJ**

**Property Description**

An end terraced house of traditional brick construction surmounted by a pitched tile clad roof, requiring complete modernisation and repair throughout. The property overlooks Calthorpe Park and Cheddar Road comprises of a cul-de-sac which leads off Edward Road and which in turn leads off Pershore Road (A441)

**Accommodation**

**Ground Floor**

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

**First Floor**

Stairs and Landing, Bedroom One, Bedroom Two intercommunicating with Bedroom Three

**Outside**

Shared pedestrian entry access to yard and garden

**Legal Documents**

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

**Viewings**

Via Cottons – 0121 247 2233

**PLANNING PERMISSION**

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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**

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



# Cottons

## Chartered Surveyors

### Commercial Agency TO LET

#### **Unit 3 Bridge View, Lower High Street, Coleshill £7,500 per annum**

A Ground Floor lock-up shop/office unit, with associated ancillary accommodation. Benefits include, suspended ceiling with Cat 2 lighting, internal electric roller shutter protection, fully carpeted and central heating.

**Total Floor Area: 528sq.ft.**



#### **87 High Street, Brockmoor, Brierley Hill £6,500 per annum**

A Ground Floor lock-up shop, formerly having been used as a Bookmaker's. The unit benefits from fitted counter, suspended ceiling with Fluorescent Strip Lighting, and Staff and Customers WCs.

**Total Floor Area: 413sq.ft.**



#### **33 Ludgate Hill, Birmingham B1 £22,000 per annum**

An attractive self contained office building of brick construction with pitched slate roof. Well refurbished and comprising offices on ground, first and second floors with meeting room, ancillary stores, kitchen and toilet facilities on the lower ground floor.

**Total Floor Area: 1,671.sq.ft.**



#### **351 Hagley Road, Edgbaston First Floor – To Let - £8,500 per annum**

May Sell (Whole Building)  
- £209,950 - Freehold

Mid terrace 3 storey property comprising of a Ground Floor Retail Shop, which is presently occupied as a salon (at £8,000 per annum, rising on a 3 year lease) together with vacant self-contained accommodation to the first floor, which has most recently been used as a Physical Therapy Centre.



**For further details, please contact:**

**Steve Smith B.Sc.(Hons) MRICS MNAVA**

**361 Hagley Road, Edgbaston, Birmingham B17 8DL**

**Cottons Chartered Surveyors T: 0121 247 2233**





# Cottons

## Chartered Surveyors

### Commercial Agency FOR SALE



#### 208 Wolverhampton Street, Dudley £140,000 – Freehold

A mid terrace 3 storey property located in a busy one-way street benefitting from much passing trade both vehicular and on-foot. The property has most recently been used as an A2 unit and benefits from electric roller shutter protection to the front, whilst requiring some decorative improvement and repair.

**Total Floor Area – 1,037sq.ft.**

#### 236 Prince of Wales Lane, Yardley Wood £195,000 – Freehold

Ground Floor Retail Shop with self contained 2 bed flat over. The Ground Floor is offered in presentable internal condition, having been extended to the rear in recent years. The unit benefits from a suspended ceiling with Cat 2 lighting and a non-slip tiled floor. To the rear of the unit is a kitchen, W.C., store and a Staffroom in a separate block.



#### 46 Wolverhampton Street, Dudley £144,950 - Freehold

A traditional retail unit with a substantial first floor to Wolverhampton Street, having most recently been used as a Fireplace Showroom. The accommodation is substantial extending towards Rear Stores on the Ground Floor, together with further Rooms/Showrooms to the First Floor over.

**Total Floor Area: 2,679sq.ft.**

#### 123 Barr Street, Hockley £220,000 – Freehold

A workshop/warehouse premises comprising of 2 No. Loading Bays, Ground and First Floor Office accommodation and a rear workshop.

**Total Floor Area: 4,570sq.ft.**



For further details, please contact:  
**Steve Smith B.Sc.(Hons) MRICS MNAVA**  
361 Hagley Road, Edgbaston, Birmingham B17 8DL  
Cottons Chartered Surveyors T: 0121 247 2233



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**be sure**

# 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



## Cottons

Chartered Surveyors

Auction Department

361 Hagley Road

Edgbaston

Birmingham

B17 8DL

Tel: 0121 247 2233

Fax: 0121 247 1233

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

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

