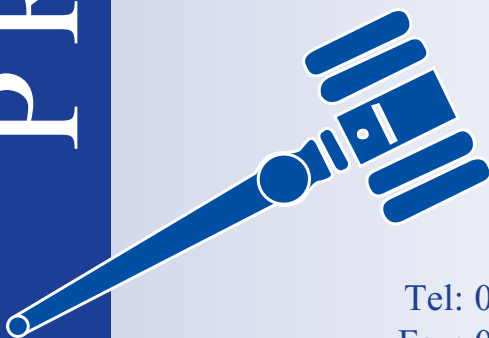


# PROPERTY AUCTION

**Cottons**  
Chartered Surveyors

**THURSDAY  
20TH OCTOBER 2011  
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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

## 105 LOTS

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

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

### ORDER OF SALE

#### Lot Property

1	1 COOK AVENUE, DUDLEY	Freehold Property
2	150 GUILD CLOSE, LADYWOOD	Leasehold Property
3	55 POOLE CRESCENT, BIRMINGHAM	Freehold Vacant Residential
4	22 BROOKLYN GROVE, BILSTON	Freehold Vacant Residential
5	23 NEWLAND GROVE, DUDLEY	Freehold Vacant Residential
6	2 MANSFIELD ROAD, YARDLEY	Freehold Vacant Residential
7	58 SWINDON ROAD, EDGBASTON	Freehold Residential Investment
8	1 HONEYBOURNE ROAD, SHELDON	Freehold Vacant Residential/Redevelopment Opportunity
9	2 HORACE STREET, COSELEY, BILSTON	Freehold Vacant Residential
10	10 TURNSTONE DRIVE, FEATHERSTONE	Freehold Vacant Residential
11	428 - 430 STRATFORD ROAD, SPARKHILL	Freehold Vacant Possession
12	7 JOHNSON ROAD, ERDINGTON	Freehold Vacant Residential
13	3 THAXTED ROAD, TILE CROSS	Leasehold Residential Investment
14	77 BLACKBERRY LANE, HALESOWEN	Freehold Vacant Residential
15	FLAT 8 BRIDGE LOFTS, 3 LEICESTER STREET	Leasehold Residential Investment
16	FLAT 10 BRIDGE LOFTS, 3 LEICESTER STREET	Leasehold Vacant Residential
17	FLAT 6, RICHMOND COURT, 371 BIRMINGHAM ROAD	Leasehold Vacant Residential
18	LAND ADJ FORMER QUARRY SITE ON PORTWAY HILL	Freehold Land
19	5 KITCHENER ROAD, SELLY PARK	Freehold Residential Investment
20	UNIT 1, 102 THE ORB, CARVER STREET	Long Leasehold Commercial
21	REAR OF 670 WASHWOOD HEATH ROAD, BIRMINGHAM	Freehold Investment/Redevelopment Opp
22	489 - 491 BEARWOOD ROAD, SMETHWICK	Freehold Commercial Investment
23	5 & 5A ALDERWOOD PRECINCT, DUDLEY	Freehold Investment
24	FORMER FUSION NIGHTCLUB, MARTINS HILL STREET	Freehold Vacant Commercial
25	MERECROFT, SEAFIELD LANE, ALVECHURCH	Freehold Vacant Residential
26	11 WALMER GROVE, ERDINGTON	Freehold Vacant Residential
27	2 DEEPDALE LANE, DUDLEY	Freehold Vacant Residential
28	21 CLARENDON ROAD, EDGBASTON	Freehold Vacant Residential
29	9 & 11 ST. AUGUSTINES ROAD, EDGBASTON	Freehold Vacant Residential
30	THE GLOBE WORKS, STOUR VALE ROAD, STOURBRIDGE	Freehold Commercial/Redevelopment Opp
31	7 WOLVERHAMPTON ROAD, BLOXWICH	Freehold Bistro/Restaurant
32	267 - 269 HIGH STREET, ERDINGTON, BIRMINGHAM	Freehold Vacant Commercial
33	126 THE LINDENS, NEWBRIDGE CRESCENT, WOLVERHAMPTON	Leasehold Residential Investment
34	8 ALLEYNE ROAD, ERDINGTON	Freehold Residential Investment
35	13 ANDERSON ROAD, SMETHWICK	Freehold Vacant Residential
36	63 ST. MARYS ROAD, BEARWOOD	Freehold Residential Investment
37	96 - 100 QUEENS ROAD, NUNEATON	Freehold Retail Premises
38	141 HIGH STREET, BROWNHILLS	Freehold Commercial Investment
39	40 EVA ROAD, BIRMINGHAM	Freehold Vacant Residential
40	111 BOWDEN ROAD, SMETHWICK	Freehold Residential Investment
41	20 LOCK HOUSE, WATERSIDE, SHIRLEY	Long Leasehold Office Unit
42	13 KENPAS HIGHWAY, COVENTRY	Freehold Vacant Residential
43	LAND ADJ 212 WINDMILL ROAD, COVENTRY	Freehold Land with Development Potential
44	LAND ADJ 114 ALDERMANS GREEN ROAD, COVENTRY	Freehold Land with Development Potential
45	FORMER COMPOUND CORNER ACORN ST/PINLEY FIELDS	Freehold Land with Development Potential
46	LAND REAR OF 10 - 32 MIDDLEBOROUGH ROAD, COVENTRY	Freehold Land with Potential
47	139 GEORGE FREDERICK ROAD, SUTTON COLDFIELD	Freehold Vacant Residential
48	PRINCE OF WALES, 98 WATLING STREET, BROWNHILLS	Freehold Public Houses
49	25 & 27 DUDLEY ROAD, DUDLEY	Freehold site with Development Potential
50	40 SHORT HEATH ROAD, BIRMINGHAM	Freehold Vacant Residential
51	LAND AT THE EAST SIDE OF MAJOR STREET, WOLVERHAMPTON	Freehold site with Development Potential
52	531 - 533 MOSELEY ROAD, BIRMINGHAM	Freehold Commercial Investment
53	496 CITY ROAD, BIRMINGHAM	Freehold Residential Investment
54	FLAT 4, 369 GILLOTT ROAD, BIRMINGHAM	Leasehold Residential Investment
55	FLAT 5 PORTLAND PLACE, PORTLAND ROAD, BIRMINGHAM	Leasehold Residential
56	158 HIGHFIELD ROAD, HALL GREEN, BIRMINGHAM	Freehold Vacant Commercial



57	24 CHISWELL ROAD, WINSON GREEN, BIRMINGHAM	Freehold Investment
58	122 ROSEFIELD ROAD, SMETHWICK	Freehold Residential Investment
59	LAND AT LAUNDRY COTTAGE, BEAUMARIS ROAD, NEWPORT	Freehold Land with Potential
60	25 HIGH STREET, ALBRIGHTON	Freehold Shop Investment
61	23 & 25 PORTLAND ROAD, EDGBASTON	Freehold Investment Opportunity
62	68 BLACKWELL STREET, KIDDERMINSTER	Freehold Vacant Property
63	103 SOHO ROAD, BIRMINGHAM	Freehold Vacant Commercial
64	71 HIGH STREET, DUDLEY	Freehold Commercial Investment
65	FLAT 1, 71 HIGH STREET, DUDLEY	Leasehold Vacant Residential
66	FLAT 2, 71 HIGH STREET, DUDLEY	Leasehold Vacant Residential
67	THE BUNGALOW, 25 MOOR LANE, ROWLEY REGIS	Freehold Vacant Residential
68	76 MONINS AVENUE, TIPTON, WEST MIDLANDS	Freehold Vacant Residential
69	39 CARMODALE AVENUE, BIRMINGHAM	Freehold Residential Investment
70	216 ST. VINCENT STREET WEST, BIRMINGHAM	Freehold Commercial Unit
71	56 VILLA ROAD, BIRMINGHAM	Freehold Commercial Investment
72	LAND ADJ FORMER QUARRY SITE OFF ST BRADES CLOSE	Freehold Land
73	8 MARJORIE AVENUE, BIRMINGHAM	Freehold Property
74	45 CORPORATION STREET, WALSALL	Freehold Property
75	1309 MELTON ROAD, SYSTON	Freehold Vacant Commercial
76	16 BROAD STREET, BANBURY	Leasehold Commercial Investment
77	199 HIGH STREET, SMETHWICK	Freehold Investment
78	31-33 HIGH STREET, HADLEY, TELFORD	Freehold Investment
79	LAND 4 WHARFEDALE STREET, WEDNESBURY	Freehold Building Plot
80	DEVEL SITE GEORGE & DRAGON PH AND LAND ADJ, HALLGREEN ST,	Freehold Development Land
81	42 HUNTON ROAD, ERDINGTON	Freehold Vacant Residential
82	6 CALE CLOSE, TAMWORTH	Freehold Vacant Residential
83	13 CAMBERLEY, BEACON VIEW ROAD, WEST BROMWICH	Leasehold Vacant Residential
84	THE WINCHESTER PH, WINCHESTER AVENUE, STOKE-ON-TRENT	Freehold Development Land
85	SHOP 1, 78-80 HIGH STREET, CHEADLE	Leasehold Commercial Investment
86	SHOP 2, 78-80 HIGH STREET, CHEADLE	Leasehold Vacant Commercial
87	FLAT REAR OF 78-80 HIGH STREET, CHEADLE	Leasehold Vacant Residential
88	59 MADISON AVENUE, BIRMINGHAM	Freehold Vacant Residential
89	140 POWKE LANE, ROWLEY REGIS	Freehold Vacant Residential
90	3 LODGE ROAD, COVENTRY	Freehold Residential
91	67 HAMILTON ROAD, SMETHWICK	Freehold Residential
92	48 CARNEGIE AVENUE, TIPTON	Leasehold Residential Investment
93	50 CARNEGIE AVENUE, TIPTON	Leasehold Vacant Residential
94	32 CHURCH PLACE, WALSALL	Freehold Vacant Residential
95	28 CLARENCE ROAD, ERDINGTON	Freehold Vacant Residential
96	106 JOHNSON ROAD, CANNOCK	Freehold Vacant Residential
97	584 STRATFORD ROAD, SPARKHILL	Freehold Vacant Residential
98	51 COLLEGE ROAD, PERRY BARR	Freehold Vacant Residential
99	1 HIGH STREET, BROMYARD, HEREFORDSHIRE	Freehold Commercial Investment
100	149 & 151 SOUTH ROAD, ERDINGTON	Freehold Vacant Residential
101	157, 159, 161, 163 & 167 SOUTH ROAD, ERDINGTON	Freehold Five Terrace Houses
102	169 SOUTH ROAD, ERDINGTON	Freehold Vacant Residential
103	171 SOUTH ROAD, ERDINGTON	Freehold Vacant Residential
104	48 RODNEY CLOSE, BIRMINGHAM	Freehold Residential
105	131 HEATH WAY, HODGE HILL	Freehold Vacant Residential

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

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

**Auction Manager** Sue Worrall

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

## MISREPRESENTATION ACT

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

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





# IMPORTANT NOTICE

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

## **PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003**

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

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

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

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

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

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

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

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

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

## **AUCTION DEPOSITS**

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

*Bank/Building Society draft*

*Debit/Credit Card*

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

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

*Personal/Company Cheque*

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

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





## 1 Cook Avenue, Dudley, West Midlands, DY2 8SP

### Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden and driveway allowing for off road parking. The property requires modernisation and improvement throughout. Cook Avenue is located off both Prospect Row and Adshead Road and is approximately half a mile from Dudley Town Centre

### Accommodation:

#### Ground Floor:

Entrance hallway, lounge, kitchen, dining room

### First Floor:

Four bedrooms and bathroom (no fitments)

### Outside:

(Front) Walled fore-garden  
(Rear) Garden

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



## 150 Guild Close, Ladywood, Birmingham B16 8DX

### Property Description:

A purpose built duplex flat situated on the second and third floors. The property benefits from having UPVC double glazing and electric heating. It has suffered some fire damage. Guild Close is located off Ledsam Street which in turn can be found off Ladywood Middleway

### Accommodation:

#### Ground Floor:

Communal entrance providing access to stairs

#### Second Floor:

Entrance hallway, lounge and kitchen

### Third Floor:

Three bedrooms and bathroom having panelled bath washbasin and wc

### Leasehold Information:

Term: 125 years from 30th December 2002

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



**55 Poole Crescent, Harborne,  
Birmingham B17 0PE**

**Property Description:**

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a front and side lawned garden. The property benefits from having part UPVC double glazing and gas fired central heating. Poole Crescent is located off Quinton Road which in turn can be found off Harborne Lane.

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

Side entrance, entrance porch, lounge, kitchen, bathroom having panelled bath washbasin and wc.

**First Floor:**

Three Bedrooms

**Outside:**

(Front and side) Lawned Gardens  
(Rear) Garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

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





## 22 Brooklyn Grove, Bilston, West Midlands WV14 8YH

### Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from gas fired central heating, mostly UPVC double glazed windows and off road parking but requiring complete modernisation and improvement throughout. Brooklyn Grove forms part of an established residential area and leads off Dimmocks Avenue which in turn leads off Bradleys Lane.

### Accommodation:

#### Ground Floor:

Porch, Reception Hall, Lounge, Dining Room, Kitchen (no fitments), Side Extension providing Shower Room with shower, wash basin and wc

### First Floor:

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

### Outside:

(Front) Concrete driveway providing off road parking,

(Rear) Yard area and garden with gated vehicular access to a hard standing providing additional car parking and access from a rear shared driveway

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

## 23 Newland Grove, Dudley, West Midland DY2 0TJ

### Property Description:

A traditional mid terraced house of rendered brick construction surmounted by a pitched tile clad roof, benefiting from mostly UPVC double glazed windows but requiring modernisation and improvement throughout. The property forms part of a predominantly residential area and Newland Grove leads off Hallchurch Road which in turn leads off Stourbridge Road (A461). The property is conveniently located within approximately one mile distance from both Dudley Town Centre and Merry Hill Shopping Centre.

### Accommodation:

#### Ground Floor:

Entrance Hall, Front Reception Room, Full Width Dining Kitchen

### First Floor:

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



### Outside:

(Front) Lawned foregarden and shared pedestrian entry 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



## 2 Mansfield Road, Yardley, Birmingham B25 8LY

### Property Description:

A traditional built detached house of part rendered brick construction surmounted by an interlocking concrete tile clad roof, benefiting from UPVC double glazed windows but requiring modernisation and repair throughout. The property is set back from the road behind a small foregarden and located close to the junction with Yardley Road.

### Accommodation:

#### Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with rear door and built in Pantry

#### First Floor:

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

### Outside:

(Front) Foregarden, pedestrian gated access to side leading to rear  
(Rear) Garden with brick built stores



### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

## By Instruction of the Joint LPA Receivers Freehold Investment

## 58 Swindon Road, Edgbaston, Birmingham B17 8JL

### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a foregarden. The property is situated in an established residential area and Swindon Road leads off Ridgeway which in turn leads off Portland Road (B4125). The property is currently let on a Shorthold Periodic Tenancy at a rental of £6,300 per annum. Note: The Receivers are not in receipt of a copy tenancy agreement.

### Accommodation:

Whilst the property has not been inspected internally, we understand it benefits from Two Bedrooms.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



**Note:** The Receivers reserve the right to amend the Guide and Reserve prices in response to the interest received during the marketing period.





## 1 Honeybourne Road, Sheldon, Birmingham B33 0RS

### Property Description:

An end terraced house of brick construction surmounted by a pitched tile clad roof benefitting from part UPVC double glazed windows and gas fired central heating, but requiring modernisation and improvement throughout. The property occupies a large plot with side garden and has the benefit of planning consent for the erection of two flats.

### Planning:

Planning consent was granted by Birmingham City Council (ref: 2011/01521/PA) and dated 16th may 2011 for the erection of a two storey side extension to create 2 no. flats. A copy of the planning consent is available for inspection from the auctioneers offices or [www.birmingham.gov.uk/planningonline](http://www.birmingham.gov.uk/planningonline)

### Ground Floor:

Reception Hall, Full Width Lounge/ Dining Room, Kitchen, Veranda/ Conservatory

### First Floor:

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

### Outside:

(Front) Lawned foregarden with paved driveway providing off road car parking leading to a dilapidated wooden garage, large side garden which benefits from planning consent for the erection of two separate self-contained flats and gated pedestrian access to rear

(Rear) Brick built store and enclosed rear garden

### Legal Documents:

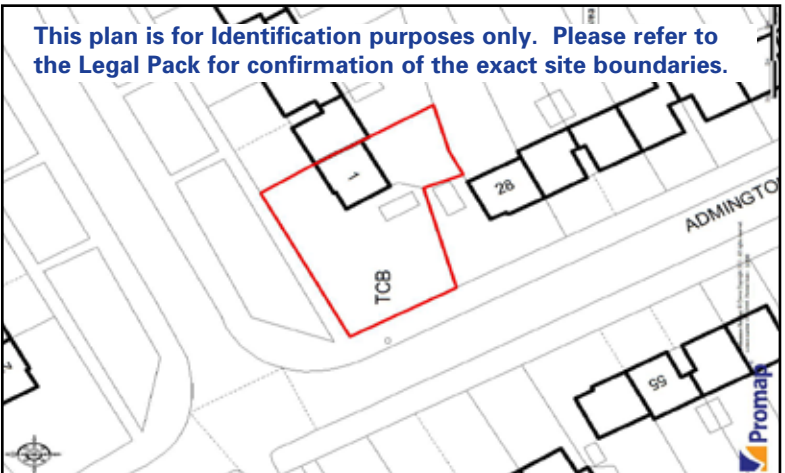
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233



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





## 2 Horace Street, Coseley, West Midlands, WV14 9HT

### Property Description:

An extended detached property of brick construction surmounted by a tiled roof set back from the road behind a walled fore garden and driveway giving access to garage and off road parking. The property benefits from having UPVC double glazing, gas fired central heating and is offered for sale in presentable condition. Horace Street is located off Caddick Street, which in turn can be found off Clifton Street.

### First Floor:

Three Bedrooms and Bathroom having separate WC

### Outside:

(Front) Walled fore garden and driveway giving access to garage  
(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 Hallway, Lounge, Kitchen

## ADMINISTRATION FEE

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. 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. Should the purchaser not be able to pay the required fee on the day then the fee will be added to the completion balance.

If you have any questions then please do not hesitate to contact the Auction Team prior to the sale day on 0121 247 2233.







## 10 Turnstone Drive, Featherstone, Wolverhampton WV10 7TB

### Property Description:

A modern semi detached house of brick construction surmounted by a pitched tile clad roof set back from the road behind a foregarden and driveway and providing well laid out accommodation benefiting from gas fired central heating, UPVC double glazed windows and off road parking. The property forms part of a predominantly residential estate which is located off Cannock Road (A460) conveniently within approximately half a mile distance from the M54 Motorway (junction 1) and approximately four miles distance to the north of Wolverhampton City Centre.

### Accommodation:

#### Ground Floor:

Entrance Hall, Lounge, Rear Reception Room, Kitchen with Pantry, Dining Room, Side Garage

### First Floor:

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

### Outside:

(Front) Lawned foregarden and tarmacadam driveway leading to garage

(Rear) Pedestrian side access to a lawned garden with patio area

### 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.





## 428 – 430 Stratford Road, Sparkhill, Birmingham B11 4AD

### Property Description:

A substantial pair of three storey mid terraced properties of brick construction surmounted by pitched replacement tile clad roofs and benefiting from UPVC double glazed windows along with car parking located to the rear. The properties directly front the busy Stratford Road (A34) and the majority of the accommodation has been used as a dental laboratory since approximately 1958 and in addition the first and second floors over number 428 have been arranged as bed-sit accommodation and previously let. The property forms part of the busy Sparkhill Shopping area containing a wide range of retail enmities and services and the immediate surrounding area is predominantly residential.

### Accommodation:

#### Ground Floor:

#### No.s 428 & 430

Reception Hall, Front Workshop with Administration Office, Rear Workshop with Wc, Rear Store Room, Rear Workshop Two, Cloak Room with wash basin and Separate WC, Access to Two Cellars

Gross Internal Area: 129.85sq.mtrs (1,397sq.ft)

Cellar Storage: 41.64sq.mtrs (448sq.ft)

### First Floor:

#### No. 428

Separate Ground Floor Reception Hall leading off Stratford Road, Landing, Bedroom One with Kitchenette, Bedroom Two, Shower Room with shower, wash basin and wc, Kitchen

### Second Floor:

Stairs and Landing, Bedroom Three

#### No. 430

#### First Floor:

Internal Stairs and Landing, Three Rooms/Workshops, Cloak Room with wc and wash basin,

### Second Floor:

Stairs and Landing, Room Four/Workshop

### Outside:

(Front) Shared pedestrian entry access leading to rear

(Rear) Gravelled car parking area with access over adjoining properties

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



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



**7 Johnson Road,  
Erdington, Birmingham  
B23 6PU**

**Property Description:**

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having double glazed windows and gas fired central heating. Johnson Road is located off Station Road which in turn can be found off Gravelly Lane.

**Accommodation:**

**Ground Floor:**

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

**First Floor:**

Three Bedrooms

**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

**By instruction of the joint LPA Receivers  
Leasehold Investment**



**3 Thaxted Road, Tile Cross,  
Birmingham, B33 9UP**

**Property Description:**

A presentable and well laid out purpose built first floor maisonette forming part of a two storey development situation in a cul-de-sac, which leads directly off Gressel Lane. The property benefits from UPVC double glazed windows and is located within approximately 1 mile from Lee Hall Railway Station.

**Accommodation:**

(Whilst the property has not been inspected we understand via property particulars that the property comprises)

**Ground Floor:**

Entrance Hallway, Living room, Two bedrooms and bathroom with panelled bath, pedestal wash basin and WC

**Tenancy:**

The property is currently let on a Shorthold Periodic Tenancy agreement at a rental of £480 per calendar month.

**Outside:**

Garage

**Leasehold Information:**

Lease Term: 99 years from 13th November 1962

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





## 77 Blackberry Lane, Halesowen, West Midlands B63 4NY

### Property Description:

A traditional detached house of brick construction surmounted by a pitched interlocking tile clad roof and requiring modernisation and improvement throughout. The property is set back from the road behind a walled foregarden and Blackberry Lane forms part of a popular residential area located off Hagley Road (B4183) and within approximately one third of a mile distance from Halesowen Town Centre which provides access to a wide range of retail amenities and services.

### Accommodation:

#### Ground Floor:

Porch, Front Reception Room, Inner Hall, Rear Reception Room, Kitchen, Lobby, Bathroom with panelled bath, vanity wash basin and wc

### First Floor:

Stairs and Landing, Two Double Bedrooms, Cloak Room with wc

### Outside:

(Front) Walled foregarden

(Rear) Pedestrian side access to yard and rear garden with brick built workshop/store which provides scope for conversion to an office/play room

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





### Flat 8 Bridge Lofts, 3 Leicester Street, Walsall WS1 1PT

#### Property Description

A Modern well laid out second floor flat forming part of a converted traditional built property located in the heart of Walsall Town Centre and within close proximity to a wide range of retail and leisure amenities and services. The property benefits from security door entry system, two bedrooms, electric heating, double glazed windows and modern kitchen and bathroom fittings. We are advised by the Receivers that the property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum). **Note:** we are not in receipt of a copy tenancy agreement

#### Accommodation

##### Ground Floor

Communal Entrance with Security Door Entry System, Stairs and Landing



#### Second Floor

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

#### Leasehold Information

Term: 125 Years from 1 April 2005  
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



## 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



## Flat 10 Bridge Lofts, 3 Leicester Street, Walsall WS1 1PT

### Property Description

A Modern well laid out third floor flat forming part of a converted traditional built property located in the heart of Walsall Town Centre and within close proximity to a wide range of retail and leisure amenities and services. The property benefits from security door entry system, two bedrooms, electric heating, double glazed windows and modern kitchen and bathroom fittings.

### Accommodation

#### Ground Floor

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

### Third Floor

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

### Leasehold Information

Term: 125 Years from 1 April 2004  
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







## Flat 6, Richmond Court, 371 Birmingham Road, Wylde Green, B72 1AT

### Property Description:

A two bedroomed second floor flat situated in a three storey purpose built block. The property benefits from having well laid out accommodation, part UPVC double glazed windows and a garage located in a separate block. Richmond Court is located on Birmingham Road within one quarter of a miles radius to a wide range of amenities and services also located on the road.

### Accommodation:

#### Ground Floor:

Communal entrance, hall, living room, kitchen, two bedrooms and bathroom having bath, W.C. and wash basin.

### Outside:

(Front) Communal gardens and garage

### Leasehold Information:

Term: 99 years from 25th March 1978

Ground Rent: Refer to Legal Pack

Service Charge: Between the 26th of March 2010 and 25th March 2011 £750.00 per annum.

### Management Company Information:

Upon the purchase of 6 Richmond Court the new owner will obtain an equal share along with other fifteen flats within the block of the Management Company 'Timeless Developments Limited' who own the freehold interest for the development. Please refer to legal pack for further information.

### Legal Documents:

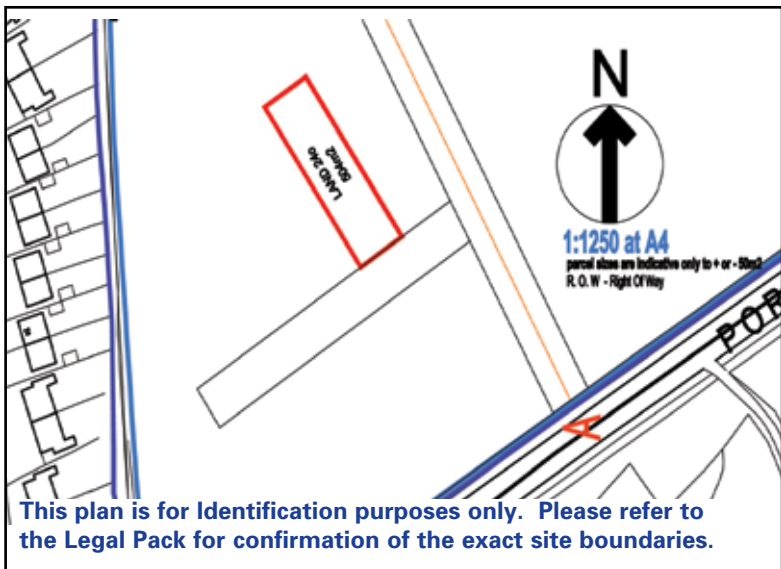
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233







## Land Adjacent Former Quarry Site On Portway Hill, Tividale B69 1PQ

### Description:

The property comprises a rectangular shaped unfenced and fairly level site of about 504m<sup>2</sup> (0.124 acres). The site lies in a large area of open space bounded by housing to the North, East and South.

Site boundaries have been surveyed and the plot boundaries are set out using GPS survey equipment.

### Planning:

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

### Location:

The site is located approximately 1.3 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley

town centre. The land is approached, coming from the M5, along the A4123 (0.7 miles), then turn left onto Newbury Lane, continue along for 0.8 miles to the traffic lights and turn right onto Portway Hill. The land 60m into the site off an unmarked right of way. The right of way is around 150m South of the Portway Hill / Lye Cross Road junction.

There are regular bus services along Portway Hill and Newbury Lane, local shops within walking distance.

### Legal Documents:

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

### Viewings:

External Only

## 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.

- Credit Card Payments

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

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





## 5 Kitchener Road, Selly Park, Birmingham B29 7QE

### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, offered for sale in a very presentable and well maintained condition, benefiting from UPVC double glazed windows and external doors, gas fired central heating and a garage located to the rear. Kitchener Road comprises of a cul-de-sac which leads directly off Pershore Road (A441) and the property is conveniently within approximately one mile distance from The University of Birmingham and approximately two and a half miles distance from Birmingham City Centre. The property is currently let an an Assured Shorthold Tenancy Agreement at a rental of £595 per calendar month, (£7,140 per annum).

### Accommodation

#### Ground Floor

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

#### First Floor

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

#### Outside

(Rear) Shared pedestrian entry access to gravelled yard, brick store, lawned garden and a freestanding garage providing off road parking and directly fronting Holly Avenue which in turn leads off Pershore Road.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



# By Instruction of the Mortgagees In Possession Long Leasehold Office Unit with Car Parking



## Unit 1, 102 The Orb, Carver Street, Birmingham B1 3AP

### Property Description:

A ground floor modern office unit forming part of a mixed use development prominently located at the junction of Carver Street and Albion Street. The property directly fronts Carver Street having a prominent window display and benefits from roller shutter protection, electric heating and two allocated car parking spaces.

### Accommodation:

#### Ground Floor:

Entrance with steps down to Reception Area, Open Plan Office with Wall Trunking/Cable Management, Managers' Office, Kitchenette, Rear Entrance Hall and Cloak Room with wc and wash basin

**Gross Internal Area:** 73.25sq.mtrs (788sq.ft)

### Outside:

Secure car parking area with two allocated spaces

### Legal Documents:

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

### Leasehold Information:

Term: 125 years from 4 June 2004  
Ground Rent & Service Charge: Refer to Legal Pack

### Viewings:

Via Cottons – 0121 247 2233





## Workshops and Land to the Rear of 670 Washwood Heath Road, Ward End, Birmingham B8 2HQ

### Property Description:

A parcel of land rectangular in shape, part vacant and part containing four separate workshops, accessed by way of a driveway which leads directly off Washwood Heath Road through an archway which forms part of number 670. The existing units are currently let and the vacant parcel of land previously contained a garage repair workshop and MOT station which traded as Nelson Garages (Ward End) Ltd. The repair workshop was subject to a fire and subsequently demolished.

### Planning:

The site benefits from planning consent granted by Birmingham City Council (Ref: 2011/02420/PA) in respect of application for a new planning permission to replace an extant permission in order to extend the time limit for implementation of the original planning consent 2007/06942/PA for the replacement of MOT Station and Vehicle Repair Workshop.

A copy of the planning consent is available for inspection at the Auctioneers' offices

### Rental Information:

The four workshop units contained on the site are currently let without formal leases as follows:

Unit 1: Rental: £3,120 per annum  
Unit 2: Rental : £3,120 per annum  
Unit 2A: rental £2,080 per annum  
Unit 3: Rental £3,000 per annum

Total rental Income: £11,320 per annum

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233









## 489 – 491 Bearwood Road, Smethwick, West Midlands B66 4BE

### Property Description:

A pair of three storey traditional built properties surmounted by pitched tile clad roofs and comprising of two ground floor retail shops with two self contained flats over. The properties are prominently situated fronting Bearwood Road which comprises of a busy shopping centre and located close to the junction with Sandon Road.

### Rental Information:

**No. 489 Ground Floor:** Let as a Kebab/Takeaway Shop at a rental of £12,000 per annum holding over. A new lease has been agreed and awaiting signature, for a term of 10 years on FRI terms at the existing rental, rising 1st January 2012 to £13,000 per annum, rising 1st January 2013 to £14,000 per annum and then reviewed again on 1st January 2017 for the remainder of the term.

**No. 491 Ground Floor:** Let as an Internet Café, subject to a Licence at a rental of £460 per calendar month (£5,520 per annum)

**Flat One:** Currently Vacant (Letting agreed in principle on AST at a rental of £375 pcm (£4,500 per annum)

**Flat Two:** let on an Assured Shorthold Tenancy at a rental of £300 pcm (£3,600 per annum)

**Total Rental Income** (when fully let):£25,620 per annum

### Ground Floor:

#### No. 489:

Kebab Shop/Takeaway Premises with Retail and Servery Area, Kitchen/Preparation Area, Store/Lobby, Freezer Room/Store: 64.71sq.mtrs (696sq.ft) approximatley

#### No. 491:

Retail Shop/Internet Café with Retail Area and Rear Entrance Hall: 24.75sq. mtrs (266sq ft)

Shared Rear Access off Sandon Road to Flat Accommodation:

Stairs and Landing

### First Floor:

#### Flat One:

Entrance Hall, Lounge, Two Bedrooms, Kitchen, Shower Room with wc and wash basin

**Flat Two:** (not inspected)

### Second Floor:

Lounge, Bedroom, Kitchen, Shower Room

### Outside:

Gated rear yard area with access off Sandon Road containing toilet and providing entrance to flats

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

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



## 5/5a Alderwood Precinct, Northway, Sedgley, Dudley. DY3 3QY

### Property Description:

The property comprises a two storey middle of terrace building providing a shop at ground floor level, with a self-contained flat above.

The building is of brickwork construction, with a flat roof.

The retail and residential elements of the property are let and income producing.

### Accommodation:

#### Ground Floor:

Retail shop	55.3 sq.m (595 sq.ft)
Store	8.1 sq.m (88 sq.ft)
Kitchen	4.9 sq.m (53 sq.ft)
Total Net Internal Area	68.3 sq.m (736 sq.ft)

Toilet

### Outside:

Store

### First Floor (self-contained flat) (not inspected)

Believed to comprise living room, kitchen, three bedrooms and bathroom/toilet

### Tenancies:

#### Shop:

We are informed the lease of the ground floor lock up shop premises has just been renewed for a new 5 year term at an initial rent of £7,500 per annum, exclusive subject to review after 12 months.

#### Flat:

We are informed the self-contained first floor flat is let under an Assured Shorthold Tenancy at £500 per calendar month.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

# IMPORTANT NOTICE

## Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit Card

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

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

Personal/Company Cheque

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

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







## Former Fusion Nightclub, Martin Hill Street, Dudley, DY2 8RT

### Property Description:

A substantial building constructed of brick and concrete with steel cladding. There is a balcony area to the front at first floor level. The property was previously used a nightclub with accommodation arranged on the ground floor, first floor and a mezzanine perimeter balcony on the second floor.

To the rear of the property is Church Street, which provides additional land.

### Accommodation:

Gross Internal Area  
13,000 sq.ft (1,208 sq.m) approximately

### Planning:

Oral enquiries of Dudley Metropolitan Borough Council reveal the property currently has planning permission for D2 (assembly and leisure) use under the Town and Country Planning (Uses Classes) Order 1987.

Alternative uses may be appropriate, subject to the grant of formal planning permission. Such uses may include A3 (Food and Drink), A4 (Drinking Establishments), B1 (Business use), C3 (Residential), D1 (Non-residential Institutions).

Adjacent land has been identified as having potential for retail use.

Interested parties are advised to investigate the planning status of the property by reference to the local planning authority, Dudley Metropolitan Borough Council.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



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



**LEE, SHAW**

Land & Estate  
Agents  
Chartered Surveyors



**COTTONS**  
THE AUCTIONEERS





### Merecroft, Seafeld Lane, Alvechurch, Birmingham B48 7HN

#### Property Description:

An opportunity to acquire an outstanding rural residence set within approximately 1.989 acres ( 0.805 hectares) of grounds and requiring refurbishment and improvement. The property has most recently been used as a residential care home. The property is located off Seafeld Lane by a private driveway and provides extensive accommodation, surrounding lawned gardens, hard tennis court, pony paddock and a stable block. The surrounding area contains a variety of rural properties and farmland and Seafeld Lane is located a short distance off Alcester Road (A435) approximately one mile distance to the south of the M42 Motorway (junction 3)

#### Planning:

Planning consent was granted by Bromsgrove District Council on 22/07/2005 (ref: B/2005/0416) for change of use to a residential care home.

A planning application has been submitted for change of use of the existing stable block to a residential dwelling and a decision is expected by 17th October 2011.

Architects acting for the vendor have submitted a pre application enquiry for conversion of the house into 7 apartments. The planning Officers informal comments were that the principal of the change of use would be acceptable subject to satisfactory spatial distances and suitable amenity spaces being created.

All enquiries relating to the property should be directed to the Planning Department at Bromsgrove District Council

#### Accommodation:

##### Ground Floor:

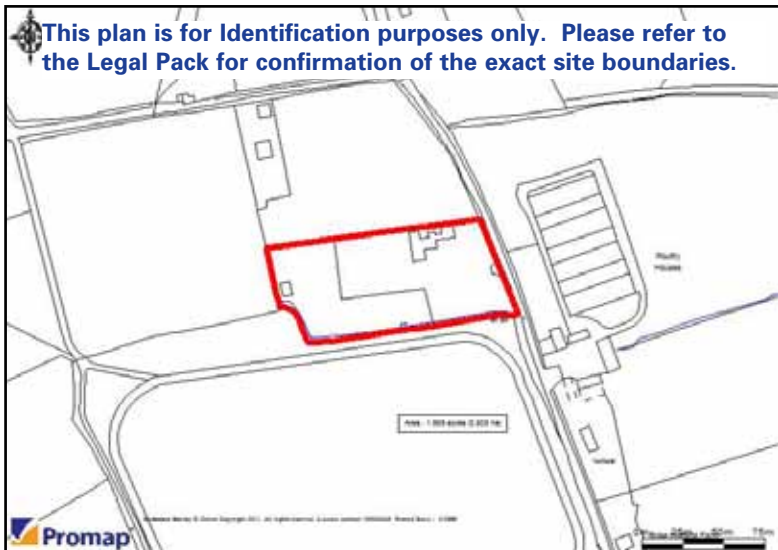
Porch Entrance, Reception Hall, Cloak Room with wc, L-Shaped Lounge, Sitting Room, Lounge/Games Room, Formal Dining Room, Dining Kitchen, Rear Entrance Hall, Cloak Room with wc, Utility Room, Former Garage Block converted to Offices/Games Room

##### First Floor (Main House):

Stairs and Landing Area, Master Bedroom with Balcony and En-suite Shower Room, Bedroom Two (double), Bedroom Three (double) with En-suite Shower Room, Family Bathroom, Bedroom Four (double), Bedroom Five (double)







#### **First Floor (Over Former Garage):**

Bedroom Six/Office/Store with Kitchenette

#### **Outside**

(Front) Long paved driveway with island and providing ample off road parking, (Rear) Extensive lawned gardens, paved yard area, hard tennis court, L-shaped pony paddock and stable/workshop

block of concrete block and tile construction.

#### **Legal Documents:**

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

#### **Viewings:**

Via Cottons – 0121 247 2233



**COTTONS**  
THE AUCTIONEERS



**11 Walmer Grove,  
Erdington, Birmingham  
B23 7SS**

**Property Description:**

A mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from part gas fired central heating and part UPVC double glazed windows but requiring modernisation and improvement throughout. Walmer Grove comprises of a cul-de-sac which leads directly off Gipsy Lane and which in turn leads off Marsh Hill (A4040). Erdington Shopping Centre is located within approximately one and a half miles distance.

**Accommodation:**

**Ground Floor:**

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

**First Floor:**

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

**Outside:**

Front) Lawned foregarden with scope for providing off road parking



(Rear) Predominantly 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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## 2 Deepdale Lane, Lower Gornal, Dudley, West Midland DY3 2AE

### Property Description:

A traditional semi detached house of brick construction surmounted by a hipped slate clad roof having a side kitchen extension along with a brick built garage located to the rear. The property benefits from gas fired central heating and part double glazed windows but requires modernisation and improvement throughout. The property is prominently located at the junction with Deepdale Lane and Jews Lane and the property is conveniently within 2 miles distance of Dudley town centre.

### Accommodation:

#### Ground Floor:

Vestibule Porch, Reception Hall, Extended Breakfast Kitchen, Front Reception Room, Rear Reception Room

#### First Floor:

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

### Outside:

(Front) Walled foregarden with block paved area and lawned side garden, paved driveway leading off Deepdale Lane to a detached brick built garage, pedestrian gated access to

(Rear) Rear garden with block paved patio and a predominantly paved garden area

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233







## 21 Clarendon Road, Edgbaston, Birmingham B16 9SD

### Property Description:

A substantial redevelopment opportunity comprising of a traditional built three storey detached dwelling house of brick construction surmounted by a pitched tile clad roof and having been previously used as an elderly persons' home.

Clarendon Road forms part of a popular and well regarded residential area and is located off Vernon Road which in turn leads off Portland Road (B4125)

### Planning:

Planning consent was granted on 22nd November 2007 (S/04931/07/FUL) for change of use from an elderly persons' home to four self contained flats.

All interested parties should satisfy themselves of the current planning status by contacting the local planning department of Birmingham City Council prior to bidding.

### Ground Floor:

Reception Hall, Bedroom One with En-suite Shower Room, Lounge, Rear Reception Room, Rear Reception

Hall with cellar access, Cloak Room, Kitchen, Utility/Boiler Room

### First Floor:

Stairs and Landing, Cloak Room with wc, Five Double Bedrooms (2 with en-suite shower rooms and wc), Bathroom, Cloak Room with wc

### Second Floor:

Stairs to:  
Store Room, Four Double Bedrooms (3 having en-suite shower rooms)

### Outside:

(Front) Forecourt parking  
(Rear) Garden

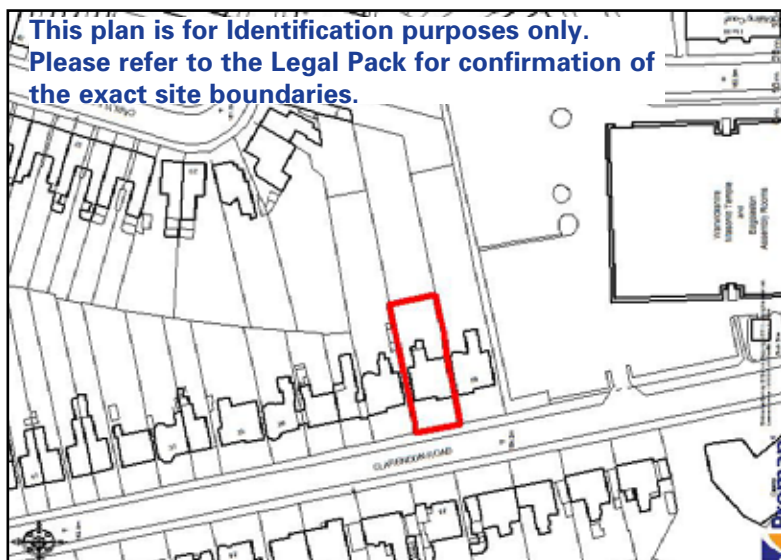
### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The Receivers reserve the right to amend the Guide and Reserve prices in response to the interest received during the marketing period.







## 9 & 11 St Augustines Road, Edgbaston, Birmingham B16 9JU

### Property Description:

A pair of substantial semi detached period dwelling houses which have been partially converted into twelve separate self contained apartments. St Augustines Road forms part of a well regarded and popular residential area which leads directly off Hagley Road (A456) and which in turn provides direct access to Birmingham City Centre.

### Planning:

Planning consent was granted on 14th February 2006 (Ref: S/07336/05/FUL) for refurbishment of existing building to create twelve apartments at 9 to 11 St Augustines Road. The development has commenced however extensive repair and conversion works are still required.

On completion, each property will contain the following accommodation:

### Ground Floor:

Reception Hall  
Flat One: Entrance Hall, Lounge/  
Kitchen/Diner, Bathroom, Shower  
Room, Two Bedrooms  
Flat Two: Entrance Hall, Lounge/  
Kitchen/Diner, Shower Room, Bedroom

### First Floor:

Flat Three: Entrance Hall, Lounge/  
Kitchen/Diner, Bathroom, Shower  
Room, Two Bedrooms

Flat Four: Entrance Hall, Lounge/  
Kitchen/Diner, Shower Room, Bedroom

### Second Floor:

Flat Five: Entrance Hall, Lounge/  
Kitchen/Diner, Two Bedrooms,  
Bathroom

Flat Six: Entrance Hall, Lounge/Kitchen/  
Diner, Bedroom, Bathroom

### Outside:

(Front) Full width forecourt providing  
off road parking

(Rear) Garden

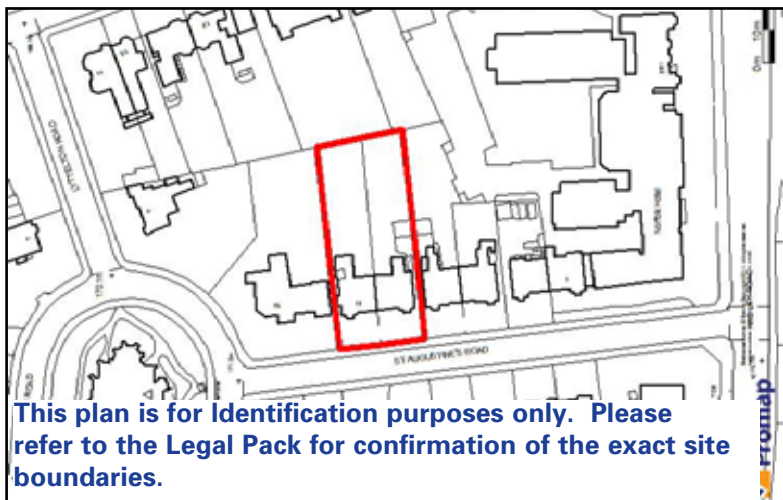
### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The Receivers reserve the right to amend the Guide and Reserve prices in response to the interest received during the marketing period.



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





## The Globe Works, Stour Vale Road, Lye, Stourbridge, West Midlands DY9 8PP

### Property Description:

A complex of freehold workshop premises, part two storey and part single storey, of predominantly brick construction surmounted by pitched roofs and prominently situated at the junction with Stour Vale Road and Bromley Street. The workshops are laid out in a quadrangle located around a central courtyard. The property forms part of a traditional industrial area and Stour Vale Road leads off Hayes Lane which in turn leads off The Hayes (A458). Lye Railway Station is within approximately one third of a mile distance and Stourbridge Town Centre lies within approximately one and a half miles distance to the west.

### Planning:

The property may be suitable for a variety of uses including redevelopment and all interested parties are advised to contact the local

planning department at Dudley MBC prior to bidding to discuss the viability of any proposed schemes.

### Accommodation:

The property comprises of a range of two storey and single storey workshops arranged around a central courtyard which provides loading/service access and car parking.

Gross Internal Area: Approximately 1,410sq.mtrs (15,182sq.ft)

Total Site Area 0.546 acres approximately

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





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







## 7 Wolverhampton Road, Bloxwich, Walsall WS3 2EY

### Property Description:

A two storey end terraced property of rendered brick construction surmounted by a pitched tile clad roof comprising of a ground floor shop previously used as a bistro/restaurant premises along with a flat/living accommodation to the first floor over. The property is situated at the junction of Wolverhampton Road and Wightwick Close within a short distance from Bloxwich High Street (A34). The property offers well laid out accommodation which has generally been well maintained and benefits from gas fired central heating.

### Planning:

With reference to the planning section on Walsall Council Website, we understand the property was granted

planning consent on 10/6/2005 (Ref: 05/1197/FL/E3) for change of use from Shop to Coffee Shop on the ground floor and further planning consent was granted dated 3/4/2006 (Ref: 06/0579/FL/E9) to vary a condition of planning consent to extend opening hours to 23.00 hours Monday to Saturday inclusive.

All interested parties should contact the local planning department of Walsall Council for clarification of the planning status prior to bidding.

### Ground Floor:

Bistro/Restaurant Area with approximately 20 covers, Meter/Store Cupboard, Kitchen, Lobby, Disabled WC with wash basin, Side Entrance Hall





#### **First Floor:**

Stairs to:  
Lounge, Landing Area, Store Room/  
Study, Shower Room with glazed  
shower enclosure, pedestal wash basin  
and wc, Bedroom with Mezzanine  
Storage Area

#### **Gross Internal Area:**

Ground Floor: 49.95 sq. mtrs. (537 sq.  
ft.) approximately

#### **Legal Documents:**

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

#### **Viewings:**

Via Cottons – 0121 247 2233



**COTTONS**  
THE AUCTIONEERS




**Frontage to Sutton New Road**

**Frontage to High Street**

**267-269 High Street, Erdington,  
Birmingham, B23 6SR**

**Property Description:**

A substantial Retail premises fronting High Street and extending through to Sutton New Road benefitting from frontages to both and providing an excellent opportunity for sub-division. The property comprises a two storey mid terraced former banking hall of traditional brick construction with part pitched and part flat roof located in the heart of the local shopping centre known as Erdington High Street close to the junction with Six Ways. The premises which formerly traded as a Bank benefits from burglar and fire alarms and air conditioning to the ground floor.

**Planning:**

The property may provide scope for sub-division/redevelopment and all interested parties should contact the planning department at Birmingham City Council prior to bidding to discuss the viability of any proposed schemes.

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

Former Banking Hall, Lobby with WC, Rear Main Office, Integral Disabled

toilet with wc and wash basin, General Office, Rear Retail Area with retail shop frontage to Sutton New Road and loading bay/garage with roller shutter door

**First Floor:**

Front Main Office, Centre Office, Lobby with Ladies and Gents toilets each with wc and wash basin. Kitchen, Staff Room/Office. Additional first floor accommodation to the rear (not inspected)

**Outside:**

Gated access from Sutton New Road to a yard area providing car parking and having a timber lock up garage.

**Total Internal Area:**

Ground Floor:	362 sq.m (3,896 sq. ft) approx.
First Floor:	55 sq. mtrs (592 sq.ft) approx

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



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



**COTTONS**  
THE AUCTIONEERS







## 126 The Lindens, Newbridge Crescent, Wolverhampton WV6 0LS

### Property Description:

A purpose built ground floor flat forming part of a three storey block and situated on a development known as the Lindens which is located off Newbridge Crescent and which in turn leads off Tettenhall Road (A41) providing direct access to Wolverhampton City Centre being within approximately one mile distance to the south east.

The property is currently let on an Assured Shorthold Tenancy Agreement expiring on 25th February 2012 and at a rental of £395 per calendar month (£4,740 per annum)

### Accommodation:

Whilst the accommodation has not been inspected by the auctioneers, we

understand that it benefits from the following:

### Ground Floor:

Communal Entrance Hall, Reception Hall, Kitchen with modern fittings, Lounge, Two Bedrooms and a Bathroom

### Outside:

Communal gardens and car parking

### Leasehold Information:

Lease Term: 99 Years from 25 March 1976

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

## By Instruction of the Joint Receivers Freehold Investment



## 8 Alleyne Road, Erdington, Birmingham B24 8EL

### Property Description:

A mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a foregarden. The property benefits from UPVC double glazed windows, gas fire central heating and three bedrooms. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £530 per calendar month (£6,360 per annum)

### Accommodation:

#### Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room with Store

Room leading off, Kitchen, Sun Room/ Dining Room (extended)

### First Floor:

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

### Outside:

(Front) Foregarden

(Rear) L-Shaped garden with shared pedestrian access

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



**LOT 35****By Instruction of the Joint LPA Receivers  
Freehold Vacant Possession**

**13 Anderson Road,  
Bearwood,  
West Midlands B66 4AR**

**Property Description:**

A traditional three storey end terraced property of brick construction surmounted by a pitched roof and comprising of three self contained flats which are in a state of partial conversion/refurbishment. Anderson Road leads directly off Hagley Road (A456) and the property is within approximately 100 metres from Bearwood Road which provides access to a wide range of retail amenities and services.

**Planning:**

Planning consent was granted on 11th April 2005 (Ref: DC/05/44059) for the conversion of a single dwelling to three self contained flats.

**Ground Floor:**

Shared Reception Hall  
Flat One: Entrance Hall, Lounge, Inner Hallway, Bedroom, Bathroom, Kitchen

**First Floor:**

Stairs and Landing  
Flat Two: Entrance Hall, Lounge/Diner/ Kitchen, Bedroom and Bathroom

**Second Floor**

Stairs to:  
Flat Three: Entrance Hall, Lounge/ Diner/Kitchen, Bedroom, Bathroom

**Outside:**

(Front) Walled forecourt

(Rear) Yard area

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The Receivers reserve the right to amend the Guide and Reserve prices in response to the interest received during the marketing period.

**LOT 36****By Instruction of the Joint LPA Receivers  
Freehold Investment**

**63 St Marys Road,  
Bearwood,  
West Midlands  
B67 5DH**

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a walled foregarden. The property forms part of a popular residential area and St Marys Road leads directly off Bearwood Road which provides access to a wide range of retail amenities and services.

The property is currently let on a Shorthold Periodic Tenancy at a rental of £6,600 per annum

**Accommodation:**

Whilst the accommodation has not been inspected, we understand that it benefits from Two Bedrooms.

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



**Note:** The Receivers reserve the right to amend the Guide and Reserve prices in response to the interest received during the marketing period.



**COTTONS**  
THE AUCTIONEERS



# Freehold Prominent Retail Premises By Instruction of the Mortgagees Not In Possession



## 96 – 100 Queens Road, Nuneaton, Warwickshire CV11 5LF

### Property Description:

A part two storey and part single storey triple fronted retail and showroom premises prominently situated at the junction with Norman Avenue and benefiting from valuable customer car parking and loading area which is located to the rear. The property is situated on Queens Road which contains a wide range of retail premises and services and provides a high volume of passing trade due to being one of the main routes into Nuneaton Town Centre.

Nuneaton Town Centre lies within approximately two hundred and fifty metres to the east and The M6 Motorway (junction 3) is located within approximately four miles distance.

### Lease Information:

We have visited the property and have been advised by the occupier that they are a tenant of the property trading as The Bed Shop having been in occupation since 1999 on a lease which lease expires in August 2015, at a current rental of £25,000 per annum and on Full Repairing and Insuring Terms.

We have not been provided with a copy of the lease to confirm this information and all interested parties should make their own enquiries to satisfy themselves in respect of this information prior to bidding.

### Accommodation:

#### Ground Floor:

Triple Fronted Retail Shop/Showroom with a rear access to Car Park/Loading Area, Kitchenette and Cloak Room with wc, Entrance Hall with both internal and external access and Stairs leading off

### First Floor:

Two Store Rooms

### Outside:

(Front) Paved forecourt

(Rear) Car parking/loading area with access off Norman Avenue

### Gross Internal Area:

Ground Floor: 340.69sq.mtrs (3,667sq.ft)

First Floor: 49.29sq.mtrs (530sq.ft)

### Important Note:

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

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

No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

### Legal Documents:

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

### Viewings:

Not Applicable





## 141 High Street, Brownhills, Walsall WS8 6HG

### Property Description:

A freehold investment opportunity comprising of a detached predominantly two storey brick built property consisting of a ground floor retail shop trading as Shadze Of Bronze tanning salon, a vacant Fish & Chip/Kebab Shop, two self contained flats, a gated concrete yard area containing two lock up garages and an extensive garden area. The property is prominently situated fronting High Street (A452) located to the south eastern section and virtually opposite the junction with Silver Street.

### Tenancy Information:

**Tanning Salon:** Currently let trading as Shadze Of Bronze at a rental of £6,000 per annum (no formal lease in place).

The remainder of the property is currently vacant

### Ground Floor:

**Tanning Salon:** Retail Shop/Salon: 41.4sq.mtrs (445sq.ft)  
Rear Store and Cloak Room with WC: 8.09sq.mtrs (87sq.ft)

### Fish & Chip/Kebab Shop:

Retail shop with seating area: 52.9 sq.mtrs (590 sq ft)  
Two Store Rooms: 17.5 sq mtrs (183 sq ft)  
Rear Kitchen: 27.9 sq mtrs (303 sq ft)  
Lobby and Separate wc

Gated Driveway leading to rear yard containing two lock up garages, large lawned garden and covered yard/ veranda giving access to:

### Flat One:

#### Ground Floor:

Kitchen, Living Room, Bathroom with bath, wash basin and wc and Double Bedroom

### Flat Two:

Reception Hall,

### First Floor:

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

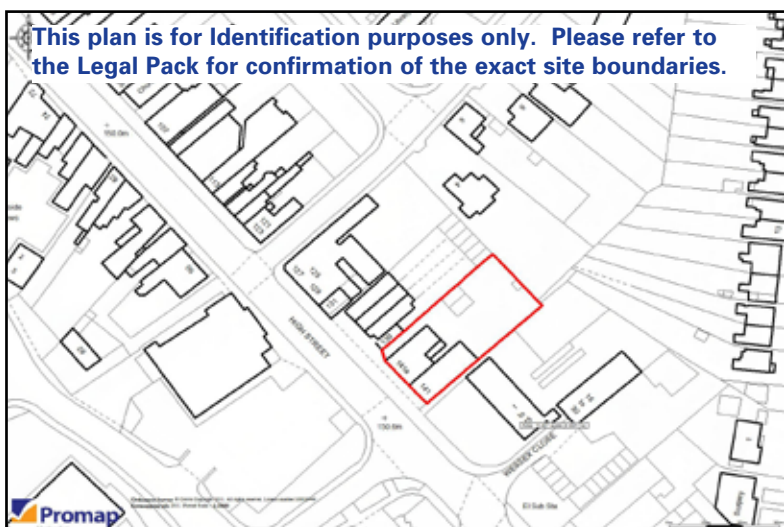
### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





**COTTONS**  
THE AUCTIONEERS



# **40 Eva Road, Winson Green, Birmingham B18 4NQ**

## **Property Description:**

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property has recently been refurbished and includes UPVC double glazing, gas fired central heating and a new modern fitted kitchen, the property further benefits from having newly fitted carpets throughout. Eva Road can be found off James Turner Street which in turn can be found off Foundry Road which leads on to Winson Green Road (A4040)

## **Accommodation:**

### **Ground Floor:**

Lounge, Dining Room, Kitchen

### **First Floor:**

Two bedrooms and bathroom having panelled bath, wash basin and wc.



## **Outside:**

(Rear) Garden

## **Legal Documents:**

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

## **Viewings:**

Via Cottons – 0121 247 2233

# **By Instruction of the Joint LPA Receivers Freehold Investment**

# **111 Bowden Road, Smethwick, West Midlands B67 7NX**

## **Property Description:**

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having double glazed windows and gas-fired central heating. Bowden Road is located off Devonshire Road and St.Pauls Road and the property is within a quarter of a mile from Smethwick High Street. The property is currently believed to be let on an assured shorthold tenancy for 2 years from 1 April 2010 producing a rental of £350 per calendar month. However please refer to the legal pack regarding any tenancy information

## **Accommodation:**

### **Ground Floor:**

Entrance hallway, lounge, dining room, kitchen and sun room

### **First Floor:**

Three bedrooms and bathroom with panelled bath, washbasin and wc



## **Outside:**

(Front) Walled fore-garden

(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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**Long Leasehold Office Unit  
(999 Year Term)  
By Instruction of the Mortgagees  
Not in Possession**



**Unit 20 Lock House, Waterside, Dickens Heath,  
Shirley, Solihull B90 1UD**

**Description:**

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

**Accommodation**

The Auctioneers have not carried out internal inspection. We have inspected the property externally and it comprises an L shaped office shell unit with twin entrances and cloakroom with wc. Gross Internal Area: 63.6 sq. mtrs (684 sq. ft.) approximately

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

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

**Leasehold Information**

Term: 999 years from 1st January 2003  
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







## 13 Kenpas Highway, Coventry CV3 6AZ

### Property Description:

A traditional end terraced house of rendered brick construction surmounted by a pitched interlocking tile clad roof, situated at the junction with Woodside Crescent North and set back from the road behind a lawned foregarden. The property is in need of some repair and benefits from gas fired central heating, UPVC double glazed windows along with potential for rear off road car parking with drop curb access off Woodside Avenue North.

### Accommodation:

#### Ground Floor:

Vestibule Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with Utility Cupboard

### First Floor:

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

### Outside:

(Front) Lawned foregarden extending to the side of the property

(Rear) Garden area with tarmacadam hard standing providing potential for off road car parking, paved patio and brick built stores.

### Legal Documents:

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

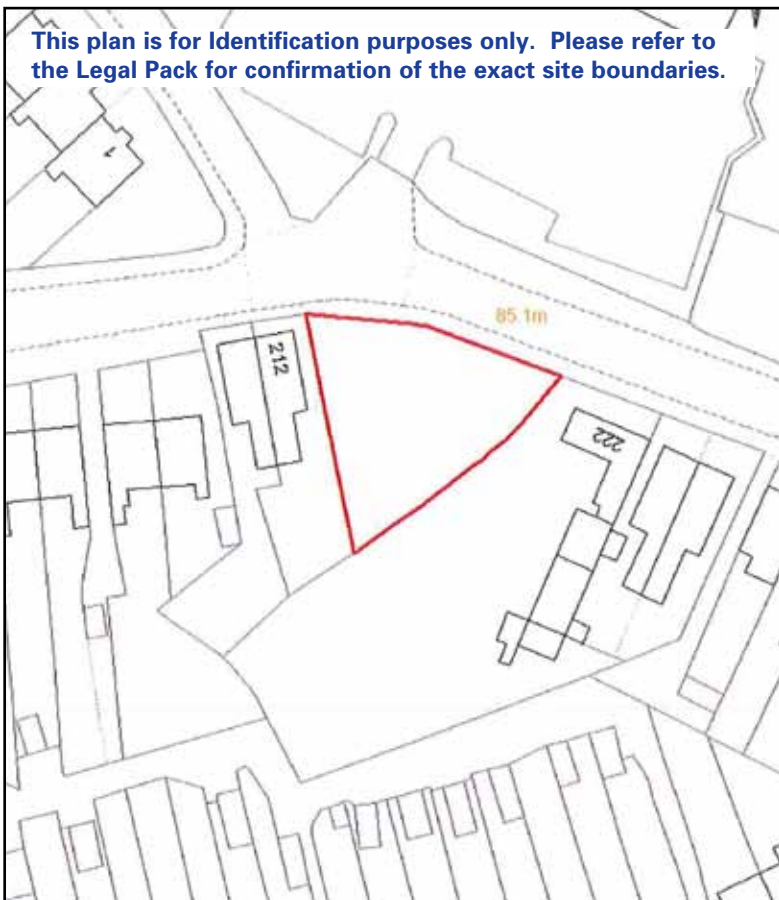
### Viewings:

Via Cottons – 0121 247 2233





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



## Land Adjacent to 212 Windmill Road, Coventry CV6 7BE

### Property Description:

A parcel of freehold land triangular in shape and extending to an area of approximately 0.104 acres. The land currently comprises of overgrown scrub land and forms part of a residential area located opposite Mill Race Lane and Longford Park. Windmill Road leads directly between Aldermans Green Road (B4109) and Longford Road (B4113) and the property is located approximately three miles distance to the north of Coventry City Centre.

### Planning:

We are advised by the local planning department at Coventry City Council that subject to design proposals and the provision of other supporting

information, a development of up to 2 dwellings may be acceptable in policy terms.

All interested parties should contact the local planning department at Coventry City Council prior to bidding to discuss the viability of any proposed schemes

### Legal Documents:

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

### Viewings:

External



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



## Land Adj 114 Aldermans Green Road, Coventry Cv2 1PP

### Property Description:

A parcel of freehold land roughly rectangular in shape extending to an area of 0.191 acres and situated directly fronting Aldermans Green Road, adjacent to number 114.

The land currently comprises of overgrown scrub land and is located approximately three miles distance to the north east of Coventry City Centre in a predominantly residential area.

### Planning Policy Comments:

The land is situated within a broader area designated as a Principle Housing Site in The Coventry Development Plan 2001.

All interested parties should discuss any proposals which they may have for the site with the local planning department at Coventry City Council prior to bidding

### Legal Documents:

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

### Viewings:

External



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



**Former Compound Site at  
Corner of Acorn Street/ Pinley Fields,  
Stoke Aldermoor, Coventry CV3 1DD**

**Property Description:**

A parcel of freehold land irregular in shape and extending to an area of 0.33 acres prominently situated at the corner of Acorn Street and Pinley Fields, adjacent to a newly developed Primary School and in a predominantly residential area located a short distance off Allard Way (A4082). The site is currently scrub land, having been left over following the recent development of a new Primary School and amendments to the highway network.

**Planning Policy Comments:**

The principle of residential development was approved in the Outline Planning Application in 2006 for

the Stoke Aldermoor Masterplan ref: 52932/A. The site has been included in Coventry City Councils Draft Strategic Housing Land Availability Assessment Study, site ref LS16 as a residential site for potentially 6 units

All interested parties should discuss any proposals which they may have for the site with the local planning department at Coventry City Council prior to bidding.

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233





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



## Land Rear of 10 – 32 Middleborough Road, Coventry CV1 4DE

### Property Description:

A parcel of freehold land extending to an area of approximately 0.73 acres situated to the rear of numbers 10 to 32 Middleborough Road currently accessed by a right of way over a driveway which is located directly between numbers 14 and 16 Middleborough Road.

Middleborough Road leads off Coundon Road and is within a short distance of Holyhead Road (A4114) which provides access to Coventry Ring Road. Coventry City Centre is conveniently within approximately one and a quarter of a mile distance located to the south east.

### Planning Policy Comments:

The site is located within the Naul's Mill Conservation Area, so would be subject to relevant policies in the Coventry Development Plan 2001 and the adopted Spon End and Nauls Mill Area of Local Distinctiveness Supplementary Guidance Note

All interested parties should discuss any proposals which they may have for the site with the local planning department at Coventry City Council prior to bidding.

### Legal Documents:

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

### Viewings:

External







**139 George Frederick Road, Sutton Coldfield,  
West Midlands B73 6TE**

**Property Description:**

A semi-detached property of rendered brick construction surmounted by a hipped tiled clad roof set back from the road behind a lawned fore-garden and shared driveway. George Frederick Road can be located off Banners Gate Road which in turn can be found off Chester Road (A452).

**Accommodation:**

**Ground Floor:**

Entrance hallway, lounge, dining room, kitchen

**First Floor:**

Three bedrooms and bathroom having panelled bath, washbasin and wc

**Outside:**

(Front) Walled fore-garden and shared driveway

(Rear) Lawned garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**By Instruction of the Administrators  
Freehold Vacant Possession**



**Prince of Wales, 98 Watling Street,  
Brownhills, Walsall, WS8 7NP**

**Property Description:**

A two storey brick built public house surmounted by a pitched roof located on Watling Street (A5) being the main link road from Shrewsbury to Tamworth. The Property is located in a densely populated area being approximately 5 mile from Cannock, 7 miles from Lichfield and 12 miles from tamworth.

**Accommodation:**

The auctioneers have not inspected the property but we believe from the joint agents it is as follows:

**Ground Floor:**

Bar Area with pool table, wc's.

**First Floor:**

2 Bedroomed owner's accommodation

**Outside:**

Beer patio area

**Legal Documents:**

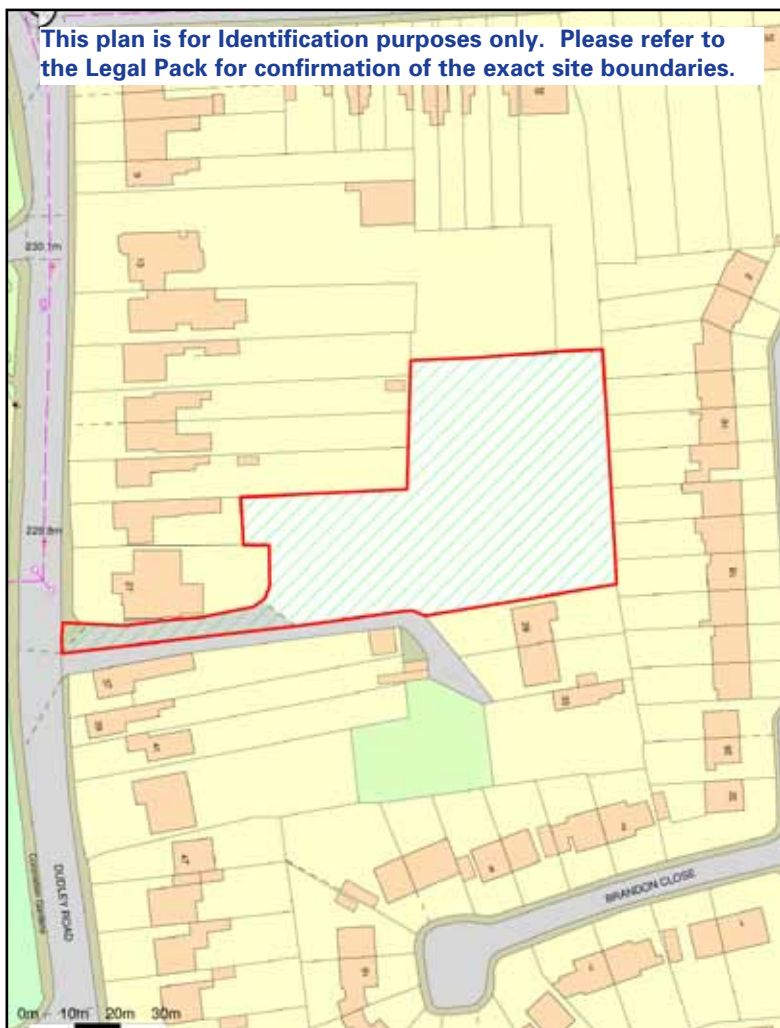
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233



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



## **Land to Rear of 25 & 27 Dudley Road, Sedgley, West Midlands DY3 1ST**

### **Property Description:**

A parcel of freehold land irregular in shape situated to the rear of numbers 19 to 27 Dudley Road and extending to an area of approximately 0.85 acres (0.344 hectares). The site is accessed from Dudley Road by way of a driveway which runs adjacent to number 27 and is currently securely gated and comprises of overgrown scrub land. The site forms part of a predominantly residential area and is conveniently located within approximately one third of a mile distance to the south of Sedgley Town Centre.

### **Planning:**

The site may be suitable for redevelopment subject to obtaining planning consent from the local planning department at Dudley Metropolitan Borough Council. A scheme which included the subject land along with adjacent land (not included within the subject title) and known as land to the rear of 17 to 41 Dudley Road was granted planning consent (Ref: P08/0903) dated 17th December 2008 for the erection of 10 No. 2 Bedroom Bungalows. A copy of the planning consent is available for inspection from the

auctioneers' offices or from the planning website of Dudley MBC

All interested parties should contact the local planning department prior to bidding to discuss the viability of any proposed scheme

### **Legal Documents:**

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

### **Viewings:**

External



**40 Short Heath Road,  
Erdington, B23 6JP**

**Property Description:**

A Three storey mid terraced property of brick construction surmounted by a tiled roof set back from the road behind and a walled foregarden. The property benefits from UPVC double glazing and gas fired central heating and is generally offered for sale in presentable condition. The property further benefits from having a converted loft space to provide two additional rooms however, these require some additional work to be carried out. Short Heath Road is located off Marsh Lane and the property itself is close to the junction with Court Lane and the property is within a quarter of a mile distance from Erdington High Street.

**Accommodation:**

**Ground Floor:**

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



**Stairs to First Floor:**

Having bedrooms One to Three

**Stairs to Second Floor:**

Having two rooms (in need of additional works to be carried out)

**Outside Rear:**

Garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

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THE AUCTIONEERS





## Land to the East Side of Major Street, Wolverhampton, West Midlands WV2 2BE

### Property Description:

A parcel of former industrial land irregular in shape and extending to an area of approximately 6.5 acres (2.645 hectares) prominently situated to the east side of Major Street and to the north side of Dixon Street approximately one mile distance to the south east of Wolverhampton City Centre. The site is broadly level and hard standing in part and forms part of a mixed area containing a range of both industrial and residential properties.

### Planning:

We are advised by the vendor that they have been in discussion with the planning department at Wolverhampton City Council and are in receipt of a letter dated 30th September 2011 expressing the planning officers personal opinion that:

‘Full remediation of the site to remove all risks arising from contamination, followed by development of a mixed commercial and residential scheme, designed to sufficiently protect new residents from potential noise pollution and protect the viability of existing and proposed employment uses, would

be acceptable, in principle, in planning policy terms.’

The above comment is an extract from the letter and a full copy is available within the legal pack or from the auctioneer’s offices.

This opinion is not a formal determination by the Local Planning Authority and all interested parties should contact the local planning department at Wolverhampton City Council on 01902 556 556 to discuss any proposals which they may have prior to bidding.

Site Area: Approximately 6.5 acres (2.645 hectares)

### 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 VAT at the current rate on the full purchase price.





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





## 531 – 533 Moseley Road, Birmingham B12 9BU

### Property Description:

A freehold investment opportunity comprising of two mid terraced ground floor restaurant/takeaway premises along with a substantial flat to the first floor over and benefiting from a rear car parking area. The properties directly front Moseley Road and are subject to a high volume of both pedestrian and vehicular passing trade.

**Tenancy Information:** The properties are currently let as follows:

**531 Moseley Road:** Trading as Ashiana Restaurant and including the first floor flat accommodation

Rental: £15,000 per annum subject to a newly agreed FRI lease for a term of 15 years.

**533 Moseley Road:** Trading as Pacha Restaurant and Takeaway

Rental: £10,000 per annum and subject to a newly agreed FRI lease for a term of 15 years.

**Total Rental Income:** £25,000 per annum

### Accommodation:

#### Ground Floor:

**531 Moseley Road:** Restaurant

Premises: Recently refurbished with a range of new fittings having 36 Covers, Bar area, Hallway, Ladies and Gents Toilets, Storage/Preparation Area with Cold Store and Kitchen

Gross Internal Area: 111.4sq.mtrs (1,199sq.ft)

### 533 Moseley Road

Restaurant/Takeaway Area with Small Store Room, Hallway, Ladies and Gents Toilets, Storage Area, Preparation Area and Kitchen

Gross Internal Area: 123.62sq.mtrs (1,330sq.ft)

### First Floor:

Over 531 & 533 Moseley Road Side Passageway with Stairs and Landing, Bathroom with bath, wash basin and wc, Dining Room, Kitchen, Lounge, Three Bedrooms

### Outside:

Rear vehicular access to a gated car park/service area serving both properties

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



**LOT 53****By Instruction of the Joint LPA Receivers  
Freehold Investment****496 City Road,  
Edgbaston,  
Birmingham B17 8LN****Property Description:**

A substantial three storey semi detached house of traditional brick construction surmounted by a pitched tile clad roof, set back from the road behind a tarmacadam forecourt and converted into four separate flats. The property is situated between the junctions of Fountain Road and Sandon Road (B4182) conveniently within approximately one third of a mile distance from Bearwood Road which provides access to a wide range of retail amenities and services.

**Tenancy Information:**

Flat One: Occupied, but tenancy to be confirmed. The tenant has indicated that they may wish to vacate.

Flat Two: Vacant

Flat Three: Let on a Shorthold Periodic Tenancy at a rental of £4,980 per annum

Flat Four: Vacant

**Note:** The Receivers are not in receipt of all copy tenancy agreements

**Accommodation:**

Whilst the accommodation has not been inspected, we understand the property has been converted into four



flats, three flats being accessed from the front communal entrance door and Flat four has separate access from the rear of the property.

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The Receivers reserve the right to amend the Guide and Reserve prices in response to the interest received during the marketing period.

**LOT 54****By Instruction of the Joint LPA Receivers  
Leasehold Investment****Flat 4, 369 Gillott Road,  
Edgbaston,  
Birmingham B16 0RP****Property Description:**

A self contained one bedroom flat located on the first floor of a converted flat development of traditional brick construction surmounted by a pitched roof. The property is set back from the road behind a forecourt parking area and is located on the middle section of Gillott Road between the junctions of Portland Road and Rotton Park Road. The property is currently let producing a rental of £4,740 per annum

**Note:** The Receivers are not in receipt of a copy tenancy agreement nor can they confirm the type of tenancy.

**Accommodation:**

Whilst the accommodation has not been inspected, we understand the from previous sales particulars that the property is located on the first floor and comprises: Entrance Hall, Lounge/ Kitchen, Bedroom, Bathroom

**Leasehold Information:**

Lease Term: 125 Years from 1 March 2005  
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 Receivers reserve the right to amend the Guide and Reserve prices in response to the interest received during the marketing period.



**COTTONS**  
THE AUCTIONEERS







## Flat 5 Portland Place, Portland Road, Birmingham B16 9SS

### Property Description:

A leasehold one bedroom flat forming part of a double fronted three storey converted period property and set back from Portland Road behind a tarmacadam forecourt. The property is situated between the junctions of Stanmore Road and Gillott Road and Portland Road leads off Hagley Road (A456) which provides direct access to Birmingham City Centre.

### Tenancy Information

The property is currently Let on an assured shorthold tenancy producing a rental of £5,400 per annum. The tenant has indicated that they may vacate the property prior to completion

but no warranties can be given to this effect.

### Accommodation:

Whilst the property has not been inspected, we understand that it comprises of a self contained one bedroom flat.

### Leasehold Information:

Lease Term: 999 Years from 1 January 2002  
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

## 158 Highfield Road, Hall Green, Birmingham, B28 0HT

### Property Description:

The property comprises a two storey mid terrace building, providing a shop, with ancillary accommodation at ground floor level and a self-contained one bedroom flat above.

### Accommodation:

#### Ground Floor:

Sales area	43.9 sq.m (472 sq.ft)
Stores	15.6 sq.m (168 sq.ft)
Kitchen	5.2sq.m (56 sq.ft)
Total Net Internal Area	64.7 sq.m (696 sq.ft)

### First Floor:

Living room, kitchen, one bedroom and bathroom/toilet

### Tenancies:

The ground floor shop is offered with vacant possession.



The first floor flat is let £325 per calendar month.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



**JOHNSON FELLOWS**  
CHARTERED SURVEYORS





## LOT 57

### 24 Chiswell Road, Winson Green, Birmingham, B18 4DW

#### Property Description:

An end terraced property of brick construction surmounted by a pitched tile clad roof situated directly fronting the pavement. The property benefits from having part UPVC double glazed windows and gas fired central heating. Chiswell Road is located off Dudley Road (A41) close the junction with City Road (A4040) and the property is within approximately one quarter mile distance from City Hospital. The property is currently let on an Assured Shorthold Tenancy at a rental of £480 per calendar month (£5,760 per annum)

#### Accommodation:

##### Ground Floor:

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

##### First Floor:

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

#### Outside:

Rear – garden.

## Freehold Investment



#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233

## LOT 58

### 122 Rosefield Road, Smethwick, West Midlands B67 6DZ

#### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, occupying an elevated position, set back from the road behind a gravelled foregarden. The property benefits from gas fired central heating, UPVC double glazed windows and modern kitchen fittings.

The property is currently let on an Assured Shorthold Tenancy at a rental of £475 per calendar month (£5,700 per annum)

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

#### Accommodation:

##### Ground Floor:

Front Reception Room, Rear Reception Room, Rear Hallway, Kitchen

##### First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom

## Freehold Investment



#### Outside:

(Front) Gravelled garden  
(Rear) Garden

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



# By Instruction of the Mortgagees Not In Possession Freehold Land with Development Potential



## Land to Rear of Laundry Cottage, 28 Beaumaris Road, Newport, Shropshire TF10 7BN

### Description:

A parcel of Freehold Land rectangular in shape and situated to the rear of Laundry Cottage, (28 Beaumaris Road), bordering Clement Close to part of its eastern boundary and a garage courtyard which leads off Adams Crescent to the southern boundary.

The land parcel is situated in a predominantly residential area within the popular Market Town of Newport. The property is within approximately 300 metres distance from Newport Town Centre and approximately 10 miles distance to the north of both Telford and The M54 Motorway (junction 3) which provides access to the Midlands Motorway Network.

### Planning:

Records contained on Telford and Wrekin Council Website state that

planning consent was granted subject to reserve matters on 7th December 2007 (Ref: W2007/1408) for the erection of a two storey detached dwelling.

All interested parties should contact the local planning department at Telford and Wrekin Council for confirmation of the current planning status.

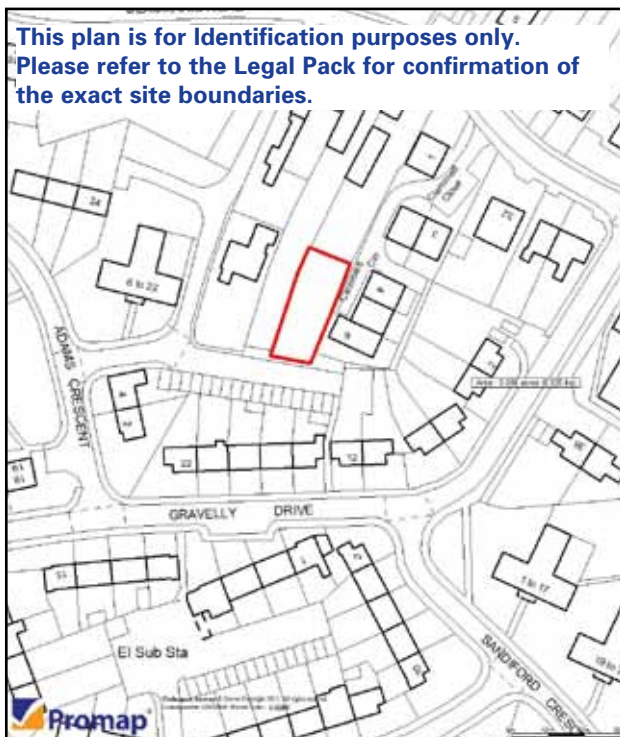
Site Area: 356sq.mtrs (0.088 acres) approximately

### Legal Documents:

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

### Viewings:

Not Applicable





## 25 High Street, Albrighton, Wolverhampton, WV7 3JF

### Property Description:

The property comprises a two storey detached building of brickwork construction with a pitched plain clay tile roof.

The ground floor provides a retail shop and the first floor comprises a two bedroom flat which may be approached via the shop or alternatively via an external door and could therefore be rendered entirely self-contained.

The entire property are offered subject to a new overriding lease.

### Accommodation:

#### Ground Floor:

Retail Shop	443 sq.ft (41.1 sq.m)
Store/Office	145 sq.ft (13.5 sq.m)
Store/Office	160 sq.ft (14.8 sq.m)
Total Net Internal Area	748 sq.ft (69.4 sq.m)

Toilet with WC and wash basin  
Lobby providing access to flat and outside parking area

### Outside:

2 staff parking spaces to side of shop, with additional forecourt parking for customers

### First Floor:

Self-contained living accommodation comprising kitchen/living room, two bedrooms and shower room/toilet.

### Lease Details:

The entire premises are subject to a overriding tenants full and repairing lease for a term of 12 years with effect from 26th August 2011 without break provisions. The rent is £16,500 per annum, exclusive subject to review with effect from each and every 4th anniversary of the term commencement date.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

## 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**





## 23 & 25 Portland Road, Edgabston, Birmingham B16 9HS

### Property Description

An excellent investment opportunity comprising a pair of substantial three storey semi detached residential properties of brick construction with stone clad front elevations and surmounted by pitched tile clad roofs, having been converted into a total of fifteen separate flats. The properties occupy a sizable plot extending to an area of approximately 0.343 acres and are located close to the junction with Montague Road. Portland Road leads directly off Hagley Road (A456) which provides direct access to the City Centre.

### Tenancy Information

#### 23 Portland Road

Flat One: Vacant  
 Flat Two: Vacant  
 Flat Three: Occupation To Be Confirmed  
 Flat Four: Let on a Shorthold Periodic Tenancy at a rental of £4,200 per annum. The tenant served notice to terminate their tenancy on 02/09/2011, however the receivers have been unable to contact the tenant to establish if they have vacated.  
 Flat Five: Let on a Shorthold Periodic Tenancy at a rental of £5,100 per annum  
 Flat Six: Let at a rental of £4,320 per annum  
 Flat Seven: Let on a Shorthold Periodic Tenancy at a rental of £4,200 per annum  
 Flat Eight: Let on an Assured Shorthold Tenancy at a rental of £5,400 per annum

#### 25 Portland Road

Flat One: Let on a Shorthold Periodic Tenancy at a rental of £4,440. The Tenant indicated that they intended to vacate at the end of September 2011 however the receivers have been unable to contact the tenant to establish if they have vacated.  
 Flat Two: Occupation To Be Confirmed  
 Flat Three: Occupation To Be Confirmed  
 Flat Four: Let on an Assured Shorthold Tenancy at a rental of £4,500 per annum  
 Flat Five: Vacant  
 Flat Six: Occupation To Be Confirmed  
 Flat Seven: Let on a Shorthold Periodic Tenancy at a rental of £4,200 per annum

**Note:** The receivers are not in receipt of copy tenancy agreements for all flats.

### Accommodation

Whilst the Auctioneers have not carried out an internal inspection, we understand that the combined properties contain a total of fifteen separate flats with Communal Entrance Halls and Corridors.

### Outside

(Front) Full width forecourt parking area  
 (Rear) Large rear garden

### Legal Documents

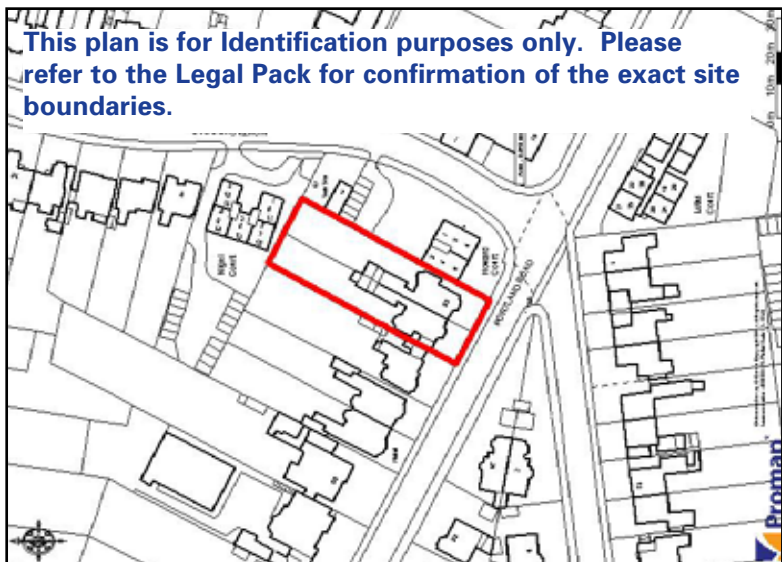
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233

**Note:** The Receivers reserve the right to amend the Guide and Reserve prices in response to the interest received during the marketing period.





## LOT 62

## Freehold Vacant Possession

**68 Blackwell Street,  
Kidderminster,  
Worcester, DY10 2EL**

### Property Description:

A three storey brick built property surmounted by a tiled roof directly fronting the pavement. The property consists of ground floor retail shop with living accommodation to the first and second floors. The property occupies a prominent road frontage on one of the main gateways routes to Kidderminster Town Centre being within approximately a quarter of a mile distance.

### Accommodation:

#### Ground Floor:

Ground Floor Retail Shop (41.69 sq.m),  
Rear Lobby, wc, stairs to

#### First Floor:

Lounge, Kitchen, Bathroom with  
panelled bath and wash basin

#### Second Floor:

Two Bedrooms

### Legal Documents:

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



### Viewings:

Via Cottons  
0121 247 2233



## LOT 63

## Freehold Vacant Possession

**103 Soho Road,  
Handsworth,  
Birmingham B21 9SP**

### Property Description:

An opportunity to purchase a freehold retail property in the heart of Handsworth comprising of a three storey traditional built mid terraced premises of brick construction with pitched tile clad roof and forming part of a parade of shops fronting the busy Soho Road. The property is located close to the junction with Holliday Road, approximately two miles distance to the north west of Birmingham City Centre. The property provides excellent investment potential and benefits from a well laid out three bedroomed flat located to the first and second floors over along with gated vehicular access located to the rear.

### Accommodation:

#### Ground Floor:

Retail Shop: 50.16sq.mtrs (539sq. ft) with aluminium shop front having roller shutter protection, Separate WC, Lobby/Wash Room, Rear Entrance Hall with stairs leading off to

#### First Floor:

Landing Area, Lounge/Dining Room,  
Dining Kitchen

#### Second Floor:

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



### Outside:

(Rear) Vehicular access to a gated  
rear yard

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





## 71 High Street, Dudley, West Midlands, DY1 1PY

### Property Description:

A ground floor retail shop forming part of a three storey building directly fronting Dudley High Street, which comprises of a busy shopping street containing a wide range of retail amenities. The property is currently let to a hairdressers who have recently relocated from a smaller premises where they have been trading for a number of years.

### Lease Information:

The property is currently let on a lease for a term of 3 years which

commenced on the 1st August 2011 at a current rental of £9,000 per annum

### Accommodation:

Retail Shop 78.4 sq.m (844 sq.ft), Office and WC

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

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**LOT 65****Leasehold Vacant Possession**

**Flat 1, 71 High Street,  
Dudley, West Midlands,  
DY1 1PY**

**Property Description:**

A one bedroomed flat situated on the first floor of a three storey building directly fronting Dudley High Street which comprises of a busy shopping street containing a wide range of retail amenities. The property has been refurbished to include, newly fitted kitchen and bathroom fitments and newly fitted carpets throughout.

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

Communal entrance giving access to stairs

**First Floor:**

Entrance hallway, lounge/kitchen, bedroom and shower room

**Leasehold Information:**

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

**LOT 66****Leasehold Vacant Possession**

**Flat 2, 71 High Street,  
Dudley,  
West Midlands,  
DY1 1PY**

**Property Description:**

A one bedroomed flat situated on the second floor of a three storey building directly fronting Dudley High Street which comprises of a busy shopping street containing a wide range of retail amenities. The property has been refurbished to include, newly fitted kitchen and bathroom fitments and newly fitted carpets throughout.

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

Communal entrance giving access to stairs

**Second Floor:**

Entrance hallway, lounge/kitchen, bedroom and shower room

**Leasehold Information:**

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







## The Bungalow, 25 Moor Lane, Rowley Regis, West Midlands B65 8DG

### Property Description:

A detached bungalow of brick construction surmounted by a hipped tile clad roof providing well laid out accommodation and benefiting from gas fired central heating and a garage but requiring modernisation and improvement throughout. The property is situated close to the junction with Highams Close and Moor Lane leads off Powke Lane (A4100) and the property is conveniently within approximately three quarters of a mile distance from Blackheath Shopping Centre.

### Accommodation:

#### Ground Floor:

Porch, Reception Hall, Lounge, Dining Room, Breakfast Kitchen, Bathroom

with panelled bath, pedestal wash basin and wc, Two Double Bedrooms

### Outside:

(Front) Lawned foregarden, Tarmacadam driveway leading to garage

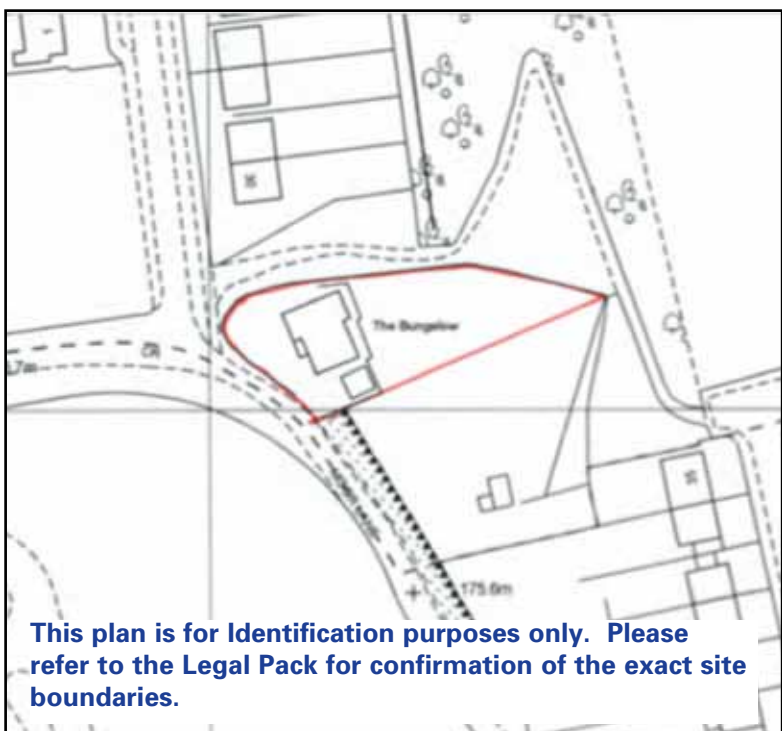
(Rear) Paved yard/patio area and a terraced garden

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





## 76 Monins Avenue, Tipton, West Midlands, DY4 7XQ

### Property Description:

A three storey four bedroomed semi-detached property of brick construction surmounted by a tiled roof and set back from the road behind a paved foregarden and driveway providing access to garage. The property benefits from having double glazed windows, gas fired central heating and modern kitchen and bathroom fittings. Monins Avenue is located off St. Michaels Way which in turn is found off Tividale Street.

### Accommodation:

Entrance hallway, wc, bedroom one and utility room

### First Floor:

Kitchen and lounge

### Second Floor:

Three bedrooms and bathroom having panelled bath, washbasin and wc

### Outside:

(Front) Paved fore-garden allowing for off road parking with access to garage

(Rear) Paved Garden

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



**Waller & Farnworth**  
Independent Estate Agents



## 39 Carmodale Avenue, Perry Barr, Birmingham B42 1PN

### Property Description:

An end terraced property of brick construction surmounted by tiled roof set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazing and gas fired central heating. Carmodale Avenue is located off Wensleydale Road which in turn can be found off Tower Hill. The property is currently let on an Assured Shorthold Tenancy producing £550 per calendar month (£6,600 per annum).

### Accommodation:

#### Ground Floor:

Entrance Hallway, Lounge, Dining Kitchen

#### First Floor:

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



### Outside:

(Front) Walled foregarden  
(Rear) Garden

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

## By Instruction of the Joint LPA Receivers Freehold Commercial Unit



## 216 St. Vincent Street West, Ladywood, Birmingham, B16 8RP

### Property Description:

A single story retail unit previously used as a takeaway set in a parade of similar properties, and benefiting from having a double glazed shop frontage and electric roller shutter. St. Vincent Street West is located off Ladywood Middleway (A4540) and is approximately a quarter of a mile from Birmingham city centre.

### Accommodation:

#### Ground Floor:

Servery/Customer waiting area (35.6 m.sq.), Kitchen (24.3 m.sq.), Storage area (13.5 m.sq.), wc and rear door with roller shutter and it appears that

the property can be accessed from the rear yard.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

**Please Note:** The legal pack for the property reveals that it was subject to a lease dated 9 January 2007 for a term of 15 years. However, this lease has been forfeited and the Receivers arranging for the Land Registry Title to be updated accordingly





## 56 Villa Road, Lozells, Birmingham, B19 1BL

### Property Description:

A substantial freehold property, presently let and occupied as a community centre. The property has been developed to provide a two storey building to the front of the site, with a single storey addition to the rear. The main building has rendered elevations and is surmounted by a pitched tile clad roof. The building has recently undergone refurbishment and benefits from a suspended ceiling, with fluorescent lighting, newly installed shower and toilet block, whilst part of the premises have been partitioned to create a hair salon and beauty parlour. There is a self-contained three bedroom flat to the first floor. The property is located on Villa Road between the junctions with Terrance Road and Hampstead Road. Birmingham City Centre is located approximately 2 miles to the south east.

### Accommodation:

#### Ground Floor:

Community hall with predominately open plan space, including partitioned

toilet/shower block, salon, beauty parlour, private office and kitchen

Gross Internal Area 352.7 sq.m  
(3797 sq.ft)

### First Floor:

Stairs and landing, living room/kitchen, bathroom and three Bedrooms

### Lease Details:

The entire property is let as a community centre on a 6 year overriding lease, which commenced 9th July 2010 with the rent escalating as follows:-

Year 1 £15,000 per annum, exclusive  
Year 2 £16,200 per annum, exclusive  
Years 3 - 6 £18,000 per annum, exclusive

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

## ID

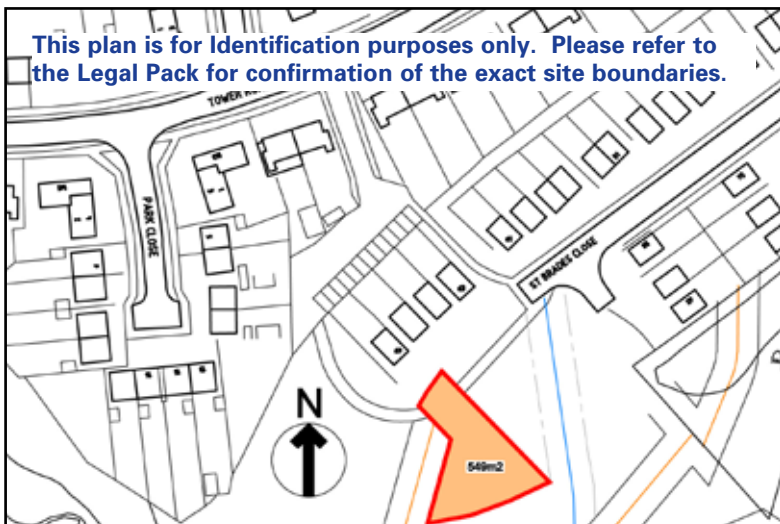
All purchasers will be required to provide proof of both their Identity and Current Address, and we require that all parties intending to bid for any properties must bring with them the following items:

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.







## Land adjacent former Quarry Site off St Brades Close, Oldbury – REF SB7

### Description:

The property comprises a roughly level rectangular shaped unfenced site of about 549m<sup>2</sup> (0.135 acres). The site lies in a large area of open space which is bounded by housing to the North.

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

### Planning:

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

### Location:

The site is located approximately 1.5 miles North-West of Junction 2 of the

M5, 1.6 miles South-East of Dudley Town Centre. The land is approached, coming from the M5, along the A4123 (1.0 miles), then turn left onto Tower Road, continue along and turn first left into St Brades Close. Continue to the top of the Close and the land forms part of the open space adjacent the private drive serving 63-69 St Brades Close.

There are regular bus services in the area, local shops within walking distance.

### Legal Documents:

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

### Viewings:

External Only

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## By Instruction of the Mortgagees Not In Possession Freehold Semi-Detached House



### 8 Marjorie Avenue, King Norton, Birmingham B30 3NR

**Property Description:**

A semi-detached property of brick construction surmounted by a hipped tiled clad roof set back from the road behind a paved fore-garden. The property benefits from having UPVC double glazing to at least the front elevation. Marjorie Avenue can be found off Peplins Way which in turn can be found off Lindsworth Road.

**Accommodation:**

The property has not been inspected by the Auctioneers.

**Important Note:**

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The

Mortgagees are not in possession of the property 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:**

– N/A

## By Instruction of the Joint LPA Receivers Freehold Property

### 45 Corporation Street, Walsall, West Midlands WS1 4EZ

**Property Description:**

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. Corporation Street can be located off Wednesbury Road and is approximately a quarter of a mile from Walsall Town Centre.

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

Entrance Hallway, Lounge, Dining Room, Kitchen

**First Floor:**

Two Bedrooms and Bathroom

**Outside:**

(Front) Walled fore-garden

(Rear) Garden


**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233





### 1309 Melton Road, Syston, LE7 2EN

**Property Description:**

The property comprises a building of brickwork construction surmounted by a double pitched roof, with a brick built side extension surmounted by a flat felt roof.

The property provides ground floor showroom/sales accommodation with toilet and storage facilities.

The property is located at the north east end of Melton Road, close to the junction with Central Avenue.

**Accommodation:**

Sales/Showroom 254.8 sq.m (2,743 sq.ft)

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



**JOHNSON FELLOWS**  
CHARTERED SURVEYORS

**LOT 76**

### By Instruction of the Administrators Leasehold Investment



### 16 Broad Street, Banbury, Oxfordshire OX16 5BN

**Property Description:**

A brick built public house located in a pedestrianised area of Banbury town centre, close to a number of other bars and clubs on the main licenced circuit. The property is currently let on a 10 year lease from April 2011 at a rental of £20,000 per annum

**Accommodation:**

The auctioneers have not inspected the property but we believe from the joint agents it is as follows:

**Ground Floor:**

Bar Area with central server and various raised areas, trade kitchen, cellar, office, and wc's

**First Floor:**

Self contained owners / managers flat.

**Leasehold Information:**

Term: 999 Years  
Ground Rent: A Peppercorn

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



**COTTONS**  
THE AUCTIONEERS





## 199 High Street, Smethwick, West Midlands B66 3AD

### Property Description:

A brick built property surmounted by a tiled clad roof located on the corner of Smethwick High Street and Regent Street. The property comprises a ground floor retail unit currently used as a takeaway, a separate store with roller shutter accessed off the return frontage to Regent Street and self-contained living accommodation on the ground floor rear plus first and second floors.

The ground floor takeaway benefits from a double glazed shop frontage and electric roller shutter and the living accommodation benefits from having UPVC double glazing and gas fired central heating.

The property is currently let producing a total rental of £9,500 per annum see details below.

### Tenancies:

#### Ground Floor Retail Unit:

The tenants of this part are currently holding-over following expiry of their lease. The present rent is £9,500 per annum and a Section 25 Notice under the landlord & Tenant Act 1954 has been served offering the tenants a new 6 year lease at £10,000 per annum rising to £11,000 per annum at the end of the third year.

### Rear Living Accommodation:

This part is currently occupied by persons unknown and a solicitor's letter before possession proceedings has been issued.

### Accommodation:

#### Ground Floor:

##### Retail Unit:

Servery/Customer waiting area, Kitchen, Preparation area, wc. Separate rear store with roller shutter accessed off Regent Street.

#### Living Accommodation (Accessed Via the Rear).

Entrance hallway, Lounge, Kitchen

#### First Floor:

Bedrooms 1 - 3 and bathroom having panel bath, wash basin and wc.

#### Second Floor:

Bedroom 4

#### Outside:

(Front) Tarmacadam covered forecourt

(Rear) Paved area

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233







## 31-33 High Street, Hadley, Telford, Shropshire TF1 5NL

### Property Description:

A detached brick built property surmounted by a tiled clad roof directly fronting the pavement. The property comprises a ground and first floor commercial part to the front and separate self-contained 2/3 bed roomed house to the rear.

The Living accommodation to the rear benefits from UPVC double glazing and gas fired central heating. The property as a whole is currently let on a lease producing a rental of £12,875 per annum.

### Accommodation:

#### Commercial Part:

#### Take away:

Servery/Customer waiting area (14.6 m.sq.), Kitchen (13.38 m.sq.)

### Claims Management:

Accommodation on the ground and first floor has not been inspected.

### Residential Part

#### (Accessed Via the Side).

#### Ground Floor:

Entrance hallway, Lounge, Kitchen, Bedroom with en- suite shower, wc.

### First Floor:

Two Bedrooms and bathroom having panel bath, wash basin and wc.

### Leasehold Information:

The property is currently let on a lease for a term of 20 years from 18 May 2006 (approximately 14 years unexpired) at a current rental of £12,875 per annum. Part of the property is believed to be sublet to two tenants but the terms of such occupancies are currently unknown. Any further information obtained will be provided in the legal pack.

### Outside:

(Front) Tarmacadam covered forecourt  
(Side) Off-road side parking area  
(Rear) Long rear Garden

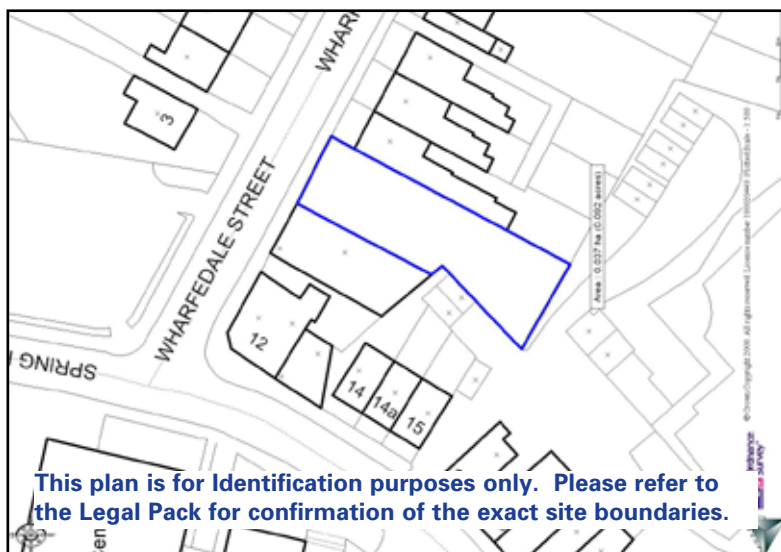
### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





## Land 4 Wharfedale Street, Wednesbury, West Midlands WS10 9AG

### Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of 372sq.m (0.092 acres) and benefiting from planning Consent for Two 4 bedroom semi detached properties. The land is situated in a predominantly residential street close to the junction with Spring Head and within walking distance from Wednesbury Town Centre which contains a wide range of retail amenities and services.

DC/08/50063 dated 27 July 2009) for 2 No. 4 bed semi detached dwellings with detached garages at the rear and new walls for the front and back of the property. A copy of the planning consent is available to view at the auctioneers' office.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

### Planning:

The land benefits from planning consent granted by Sandwell Metropolitan Borough Council (ref:

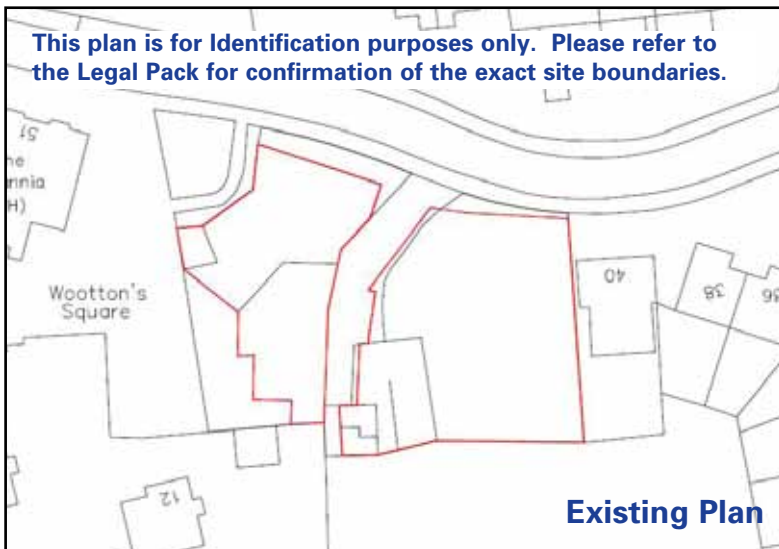


## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 1st December 2011** 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.



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



**Existing Plan**

## Residential Development Site, The Former George and Dragon Public House and Land Adjacent, Hallgreen Street, Bilston, West Midlands, WV14 8TH

### Description:

Two parcels of freehold development land extending to an area of 0.29 acres (0.12 hectares), and formerly contained the George and Dragon Public House. The site benefits from Planning Consent for a redevelopment scheme containing 5 houses. The site is situated on Hallgreen Street, which runs directly between Hill Street and Ash Street (B4163), approximately one mile to the South of Bilston Town Centre

### Planning:

The site has the benefit of Full Planning Consent granted Wolverhampton City Council (Ref: 11/00584/FUL and dated 11 August 2011) for the erection of 5 No. houses

The proposed scheme includes 4 No. two bedroom semi-detached properties and 1 No. three bedroom detached property.

Any person wishing to make any further enquiries in respect of the site should do so by contacting the local planning officer at Wolverhampton City Council.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

**Please Note:** VAT will be payable on the purchase price

## Proposed Development



**42 Hunton Road,  
Erdington, Birmingham  
B23 6AE**

**Property Description:**

A three storey semi detached property of brick construction surmounted by a tile clad roof and set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Hunton Road is located between Hunton Hill and Fentham Road, and is within half a mile distance to the main High Street in Erdington providing a wide range of shops and amenities. The property is also within walking distance to Gravelly Hill Train Station.

**Licence for a House in Multiple Occupation:**

The property benefits from a current licence granted by Birmingham City Council under section 64 of the housing act 2004 and dated 24th June 2009

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Front Reception (Bed 1), Rear Reception (Bed 2), Kitchen/Diner, Inner Lobby, Bathroom having Bath, low level WC and pedestal wash basin



**First Floor:**

Bedrooms 3, 4 and 5 and Bathroom having panelled bath, pedestal wash basin and WC.

**Stairs to Second Floor:**

Bedrooms 6 and 7

**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

**PLANNING  
PERMISSION**

**BUILDING  
PLANS**

**BUILDING  
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headaches  
removed...



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

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

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

**EXTENSIONS - ALTERATIONS - NEW BUILD**

**thetylerparkespartnership**

architecture

town planning

design

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







## 6 Cale Close, Tamworth, Staffordshire B77 1DB

### Property Description:

A modern detached house of brick construction surmounted by a pitched interlocking tile clad roof providing well laid out accommodation and further benefiting from planning consent for a side extension to provide a master bedroom with en-suite shower room. The property has undergone considerable refurbishment works which include the installation of UPVC double glazed windows and external doors, new gas fired central heating, new kitchen and bathroom fittings and re-wiring and generally requires only cosmetic and finishing works. The property is set back from the road behind a forecourt which provides for off road car parking and forms part of a popular residential area. Cale Close comprises of a cul-de-sac which leads off Tamworth Road and the property is conveniently within approximately one mile distance from Tamworth Town Centre which provides access to a wide range of retail amenities and services.

### Planning:

The property benefits from planning consent granted by Tamworth Borough Council (Ref: 0323/2011) and dated 10th August 2011 for a proposed side extension. The plans approved with the consent detailed the provision of a master bedroom with en-suite shower room

### Accommodation:

#### Ground Floor:

Reception Hall, Full Width Lounge/ Dining Room, Kitchen with a range of modern fitted units and Pantry,



Covered Side Passageway, Utility Area/ Store, Garage

### First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with modern suite comprising panelled shower bath with shower over, Vanity Wash Basin and WC

### Outside:

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

(Rear) Patio and garden

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





## 13 Camberley, Beacon View Road, West Bromwich, West Midlands B71 3PF

### Property Description:

A duplex flat situated on the First and Second Floor of a substantial purpose built block and offering well laid out accommodation. The property is in a well maintained condition and benefits from UPVC double glazed windows, electric heating and two double bedrooms.

Beacon View Road is located off Walsall Road (A4031) and forms part of an established residential area.

### Accommodation:

#### Ground Floor:

Communal Entrance with security door entry system and access to lifts

#### Second Floor:

Communal Landing, Entrance Hall, Lounge, Dining Kitchen, Stairs down to

#### First Floor:

Hallway with further stairs down to Fire Escape on the Ground Floor, Bathroom having shower cubicle wash basin and wc, Two Double Bedrooms

### Outside:

Communal gardens and parking area

### Leasehold Information:

Term: 199 years from 29 September 1990

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



## IMPORTANT NOTICE

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

Bank/Building Society draft

Debit/Credit Card

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

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

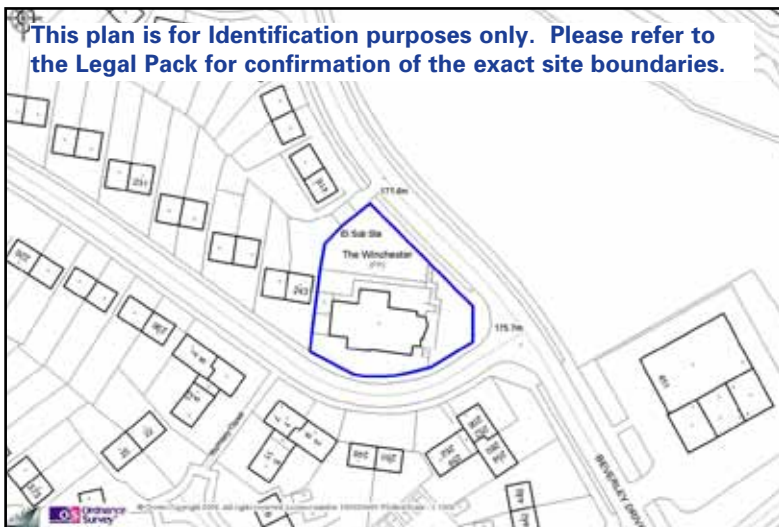
Personal/Company Cheque

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

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



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



## Land at the former Winchester Public House, Winchester Avenue, Stoke-On-Trent, ST2 0LL

### Description:

A parcel of freehold land that formally contained the 'Winchester' Public House extending to approximately 0.34 Acres (0.13 Hectares) and located on the corner of Winchester Avenue and Beverley Drive. The land benefits from having planning permission granted by Stoke on Trent City Council for the erection of seven dwellings, 5 No. three bedroom properties and 2 No. three bedroom apartments.

### Planning:

Planning consent was granted on the 9 November 2010 (Ref: 51262/FUL) for the erection of seven dwellings

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

**Please Note:** VAT will be payable on the purchase price

## --- Legal Documents Online ---



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

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**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.**





## LOT 85 Leasehold Investment

### Shop 1, 78 - 80 High Street, Cheadle, Stoke-on-Trent, ST10 1AJ

#### Property Description:

A ground floor retail shop forming part of a three storey building directly fronting Cheadle High Street, which comprises of a shopping street containing a wide range of retail amenities. The property has been refurbished and is currently let producing a rental of £6,500 per annum

#### Lease Information:

The property is currently let on a lease for a term of 3 years which commenced on the 1st April 2011 at a rental of £6,500 per annum

#### Accommodation:

Retail Shop approximately 65 sq.m (700 sq.ft), kitchen and WC

#### Leasehold Information:

Term: The grant of a new 999 year lease from the date of completion  
Ground Rent : A Peppercorn  
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

## LOT 86 Leasehold Vacant Possession

### Shop 2, 78 - 80 High Street, Cheadle, Stoke-on-Trent, ST10 1AJ

#### Property Description:

A ground floor retail shop forming part of a three storey building directly fronting Cheadle High Street, which comprises of a busy shopping street containing a wide range of retail amenities. The property has been refurbished throughout.

#### Accommodation:

Retail Shop approximately 46.5 sq.m (500 sq.ft), kitchen and WC

#### Leasehold Information:

Term : The grant of a new 999 year lease from the date of completion  
Ground Rent : A Peppercorn  
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





## LOT 87 Leasehold Vacant Possession

### Flat to the Rear of 78 - 80 High Street, Cheadle, Stoke-on-Trent, ST10 1AJ

#### Property Description:

A one bedroomed flat situated to the rear of 78 – 80 High Street accessed via a pedestrian walkway. The property has been refurbished to include, newly fitted kitchen and bathroom fitments and newly fitted carpets throughout.

#### Accommodation:

##### Ground Floor:

Entrance hallway, lounge/kitchen, bedroom and shower room

#### Leasehold Information:

Term : The grant of a new 999 year lease from the date of completion  
Ground Rent : A Peppercorn  
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

## 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



**COTTONS**  
THE AUCTIONEERS





**59 Madison Avenue, Hodge Hill,  
Birmingham B36 8EQ**

**Property Description:**

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden and driveway allowing for off road parking. The property benefits from having UPVC double glazing. Madison Avenue is located off Ventnor Avenue which in turn can be found off Coleshill Road.

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

Entrance hallway, lounge, dining room, kitchen and lean-to

**First Floor:**

Three bedrooms and bathroom having panelled bath, washbasin and separate wc

**Outside:**

(Front) Walled fore-garden and driveway providing 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

**140 Powke Lane,  
Rowley Regis,  
West Midlands,  
B65 0AD**

**Property Description:**

A mid terraced property of brick construction set back from the road behind a walled fore-garden. The property requires complete modernisation and improvement throughout. Powke Lane is a continuation of High Street which in turn can be found off Henderson Way.

**Ground Floor:**

Lounge, Kitchen (no fitments)

**First Floor:**

Two Bedrooms and Bathroom (no fitments)

**Outside:**

(Front) Walled fore-garden

(Rear) Garden


**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



## 3 Lodge Road, Coventry, West Midlands CV3 1FU

### Property Description:

A semi-detached property of brick construction surmounted by an interlocking tiled roof set back from the road behind a lawned fore-garden. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale generally in presentable condition. Lodge Road is located off Bulls Head Lane which in turn can be found off Aldermoor Lane.

Inner Lobby and Lean-to having brick built store and wc

### First Floor:

Three bedrooms and bathroom having panelled bath, washbasin and wc

### Outside:

(Front ) Lawned fore-garden

(Rear) Garden with garage

### Accommodation:

#### Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, 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.

- Credit Card Payments

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

If you need any help please contact the Auction Team

Tel 0121 247 2233





## 67 Hamilton Road, Smethwick, West Midlands B67 5QF

### Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved fore-garden. The property benefits from having UPVC double glazing and gas-fired central heating. Hamilton Road is located off both Alexander and Rathbone Road both of which can be found off Norman Road. The property is currently occupied by persons unknown and a solicitor's letter before possession proceedings has been issued

### Accommodation:

#### Ground Floor:

Entrance hallway, lounge, kitchen and bathroom having panelled bath washbasin and wc.

#### First Floor:

Three bedrooms

#### Outside:

(Front) Paved fore-garden  
(Rear) Lawned garden

### 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.





## 48 Carnegie Avenue, Tipton, West Midlands DY4 8SX

### Property Description:

A purpose built first floor studio apartment forming part of a modern two storey block set back behind a communal car parking area. Carnegie Avenue comprises of a cul-de-sac which leads off Park Lane East. The property is currently let on an Assured Shorthold Tenancy at a rental of £250 per Calendar Month (£3,000 per annum)

### Accommodation:

#### Ground Floor:

Communal Entrance Hall, Stairs and Landing

#### First Floor:

Bed/Living Room, Wash Room with vanity wash basin, Bathroom with

panelled bath having electric shower over and wc, Kitchen

### Outside:

Communal gardens and car parking area

### Leasehold Information:

Lease Term: 120 Years from 24 June 1982

Ground Rent: £20 subject to review  
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



## 50 Carnegie Avenue, Tipton, West Midlands DY4 8SX

### Property Description:

A purpose built first floor studio apartment forming part of a modern two storey block set back behind a communal car parking area. Carnegie Avenue comprises of a cul-de-sac which leads off Park Lane East.

### Accommodation:

#### Ground Floor:

Communal Entrance Hall, Stairs and Landing

#### First Floor:

Bed/Living Room, Wash Room with vanity wash basin, Bathroom with

### Outside:

Communal gardens and car parking area

### Leasehold Information:

Lease Term: 120 Years from 24 June 1982

Ground Rent: £20 subject to review  
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





### 32 Church Place, Walsall, WS3 3HD

#### Property Description:

A three bedroomed midterraced property surmounted by a tiled roof set back from the road behind a lawned fore-garden the property benefits from having UPVC double glazing. Church Place is located off Victoria Avenue which in turn can be found off Blakenall Lane.

#### Accommodation:

##### Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, wc

#### First Floor:

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

#### Outside:

(Front) Lawned foregarden  
(Rear) Garden

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



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**LOT 95****Freehold Vacant Possession**

**28 Clarence Road,  
Erdington, Birmingham,  
B23 6AR**

**Property Description:**

A mid-terraced property of brick construction surmounted by a tiled roof, set back from the road behind a walled fore garden. The property benefits from having majority UPVC double glazing and gas fired central heating and is offered for sale in presentable condition. Clarence Road is located off Hunton Hill, which in turn can be found off Gravelly Hill North.

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

Lounge, Dining Room, Kitchen

**First Floor:**

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

**Outside:**

(Front) Fore Garden

(Rear) Garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 96****Freehold Vacant Possession**

**106 Johnson Road, Cannock,  
Staffordshire, WS11 4BB**

**Property Description:**

A semi detached property of rendered brick construction surmounted by tiled roof set back from the road behind a lawned fore garden and shared driveway. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale in presentable condition. Johnson Road can be found off Milton Road which in turn is located off St Aiden's Road.

**First Floor:**

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

**Outside:**

(Front) Foregarden and shared driveway

(Rear) Lawned Garden

**Legal Documents:**

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

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

Entrance Hallway, through Lounge, Kitchen, Dining room

**Viewings:**

Via Cottons – 0121 247 2233



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## 584 Stratford Road, Sparkhill, Birmingham B11 4AW

### Property Description:

A traditional three storey end terraced villa of brick construction surmounted by a pitched tile clad roof, offering well laid out accommodation benefiting from four bedrooms but requiring refurbishment and repair throughout. The property is situated between the junctions of Avondale Road and Evelyn Road within close proximity to a wide range of local amenities and services located on Stratford Road.

### Accommodation:

#### Ground Floor:

Reception Hall with cellar access, Front Reception Room, Rear Reception Room, Dining Kitchen (no fittings), Rear Entrance Hall, WC

#### First Floor:

Stairs and Landing, Three Double Bedrooms, Proposed Bathroom (no fittings)

### Second Floor:

Stairs to:  
Bedroom Four (double)

### Outside

(Front) Foregarden  
(Rear) Overgrown garden

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The Receivers reserve the right to amend the Guide and Reserve prices in response to the interest received during the marketing period.





## 51 College Road, Perry Barr, Birmingham, B44 8DT

### Property Description:

A detached brick built two bedroomed bungalow surmounted by a tiled roof set back from the road behind a lawned fore garden and driveway allowing for off road parking and access to garage. The property benefits from having UPVC double glazed windows. The property is situated on the College Road (A453) close to the junction with Aldridge Road and Kingstanding Road.

### Outside:

(Front) Lawned fore garden and driveway allowing for off road parking and access to garage

(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 Hallway, Lounge, Kitchen, two bedrooms and shower room having shower cubicle, WC and wash basin

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## 1 High Street, Bromyard, Herefordshire HR7 4AB

### Property Description:

An attractive single-storey corner property, of brick construction with stone detailing, accessed off Bromyard High Street and widening to the rear, with an extensive return frontage to Pump Street. It comprises a traditional banking hall with counter area, offices and purpose-built safe/strong room and, to the rear, toilets, a mezzanine store, kitchen and storeroom. There is a small basement which houses the central heating boiler.

Banking Hall/Office/Safe	113.9 sq m
Store	11.5 sq m
Kitchen	12.5 sq m
Mezzanine Store	5.8 sq m
Basement	3.4 sq m
TOTAL	147.1 sq m

### Externally:

There is a small yard to the rear with access gates onto Pump Street.

### Tenancy:

The Tenant, Midland Bank Plc (HSBC Bank Plc) is currently holding-over following expiry of the current lease on 24/03/2011. The present rent is £10,000 pa and a Section 25 Notice under the Landlord & Tenant Act 1954 has been served offering the tenants a new 10 year lease at £10,000 pa for the first 5 years. The tenant's surveyors have indicated that HSBC wishes to take a new lease and negotiations have not yet commenced.

The Lease is on fully repairing and insuring terms with the Tenant covenanting to reinstate the premises at the end of the term.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

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## 149 & 151 South Road, Erdington, Birmingham B23 6EN

### Property Description:

A pair of freehold terraced houses situated fronting South Road at the junction with Ilsley Road and each having been partially converted into two self contained flats having various refurbishment works outstanding. South Road leads directly off Reservoir Road (A4040) and the property is within less than a quarter of a mile distance from Erdington High Street which provides access to a wide range of retail amenities and services.

### Accommodation:

149 South Road

### Ground Floor

Flat One  
Porch, Lounge, Bedroom, Bathroom, Kitchen

### First Floor

Flat Two  
Rear Access, Stairs and Landing, Lounge, Bedroom, Bathroom, Kitchen

### Outside

Forecourt parking space and side and rear gardens

### 151 South Road

Ground Floor  
Flat One  
Lounge, Bedroom, Kitchen, Bathroom

### First Floor

Flat Two  
Rear Access, Stairs and Landing, Lounge, Bedroom, Bathroom, Kitchen

### Outside

(Front) Walled foregarden  
(Rear) Yard and garage with rear vehicular access

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The Receivers reserve the right to amend the Guide and Reserve prices in response to the interest received during the marketing period.

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## 157, 159, 161, 163 & 167 South Road, Erdington, Birmingham B23 6EN

### Property Description:

A portfolio of five mid terraced houses situated in a row (excluding number 165) and situated on South Road between the junctions of Reservoir Road and Ilsley Road. The properties are of traditional construction surmounted by pitched tile clad roofs and provide an excellent investment opportunity having been partially converted into separate flats but requiring further refurbishment works. The properties are conveniently situated within less than a quarter of a mile distance from Erdington High Street which provides access to a wide range of retail amenities and services.

**Tenure:** The properties are currently Vacant except No.167 whereby the receivers advise that it is currently occupied and that the tenant has indicated that they may intend to vacate the property. We are unable to confirm any matters relating to this tenancy.

### Accommodation:

157 South Road

#### Ground Floor

Flat One  
Porch, Lounge, Bedroom, Bathroom, Kitchen

#### First Floor

Flat Two  
Not Inspected

159 South Road

#### Ground Floor

Flat One  
Porch, Lounge, Bedroom, Bathroom, Kitchen

#### First Floor

Flat Two  
Not Inspected

161 South Road

#### Ground Floor

Flat One  
Porch, Lounge, Bedroom, Bathroom, Kitchen

#### First Floor

Flat Two  
Not Inspected

163 South Road

#### Ground Floor

Flat One  
Porch, Lounge, Bedroom, Bathroom, Kitchen

#### First Floor

Flat Two  
Not Inspected

167 South Road

Accommodation Not Inspected

#### Outside

Foregarden to each property and a rear yard area containing a lock up garage (No. 167 –Not Inspected).





157 SOUTH ROAD



159 SOUTH ROAD



161 SOUTH ROAD



163 SOUTH ROAD



167 SOUTH ROAD

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233

**Note:** The Receivers reserve the right to amend the Guide and Reserve prices in response to the interest received during the marketing period.



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## **169 South Road, Erdington, Birmingham B23 6EN**

### **Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a walled foregarden. The property is located between the junctions of Reservoir Road and Ilsley Road and conveniently within approximately one quarter of a mile distance from Erdington High Street which provides access to a wide range of retail amenities and services. The property benefits from gas fired central heating and UPVC double glazed windows.

### **Accommodation:**

#### **Ground Floor:**

Porch, Front Reception Room, Rear Reception Room, Inner Hall, Kitchen

### **First Floor:**

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

### **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

**Note:** The Receivers reserve the right to amend the Guide and Reserve prices in response to the interest received during the marketing period.



## 171 South Road, Erdington, Birmingham B23 6EN

### Property Description:

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a walled foregarden and benefiting from a side garage along with gas fired central heating and UPVC double glazed windows. The property is situated close to the junction with Reservoir Road which provides direct access to Erdington High Street containing a wide range of retail amenities and services.

### Accommodation:

#### Ground Floor:

Porch, Front Reception Room, Rear Reception Room, Inner Hall, Kitchen

#### First Floor:

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

### Outside:

(Front) Foregarden and side garage with driveway  
(Rear) Garden

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The Receivers reserve the right to amend the Guide and Reserve prices in response to the interest received during the marketing period.







## 48 Rodney Close, Edgbaston, Birmingham, B16 8DP

**Property Description:**

A four bedroomed end-terraced property of brick construction set back from the road behind a lawned fore garden. The property benefits from UPVC double glazed windows and gas-fired central heating. Rodney Close is located off Ledsam Street, which in turn can be found off Ladywood Middleway.

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

Entrance porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Store and wc.

**First Floor:**

Four Bedrooms and Bathroom having panel bath, wash basin and wc.

**Outside:**

(Front) Garden

(Rear) Garden with rear gate and access

**Legal Documents:**

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**131 Heath Way,  
Hodge Hill, Birmingham B34 6LG**

**Property Description:**

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden and driveway giving access to garage and off road parking. The property benefits from having well laid out accommodation however the property does require some modernisation and improvement. The property is located on Heath Way close to the junction with Darley Avenue.

**Accommodation:**

**Ground Floor:**

Entrance hallway, lounge, dining room, kitchen, sun room and garage.

**First Floor:**

Three bedrooms and bathroom having panelled bath washbasin and wc

**Outside:**

(Front) Walled fore-garden and driveway giving access to garage  
(Rear) Lawned Garden

**Legal Documents:**

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

**Viewings:**

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# Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

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

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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

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## A1 Introduction

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

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

## A2 Our role

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

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

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

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

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

## A3 Bidding and reserve prices

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

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

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

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

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

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

## A4 The particulars and other information

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

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

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

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

## A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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



## **G1. The lot**

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

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

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

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

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

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

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

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

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

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

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

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

## **G2. Deposit**

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

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

G2.2 The deposit

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

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

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

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

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

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

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

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

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

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

## **G4. Title and identity**

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

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

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

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

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

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

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

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

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

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

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

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

## G5. Transfer

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

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

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

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

## G6. Completion

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

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

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

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

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

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

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

## G7. Notice to complete

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

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

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

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

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

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

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

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

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

## G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

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

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

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

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

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

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

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

#### **G11 Arrears**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **G12. Management**

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

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

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

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

(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

#### **G13. Rent deposits**

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

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

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

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

#### **G14. VAT**

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

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

#### **G15. Transfer as a going concern**

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

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

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

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

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

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

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

- (a) of the **buyer’s VAT** registration;
- (b) that the **buyer** has made a **VAT option**; and
- (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:

- (a) retain and manage the **lot** for the **buyer’s** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
- (b) collect the rents payable under the **tenancies** and charge **VAT** on them

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

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

#### **G16. Capital allowances**

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

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

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

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

- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
- (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

#### **G17. Maintenance agreements**

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

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

#### **G18. Landlord and Tenant Act 1987**

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

G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

#### **G19. Sale by practitioner**

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

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

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

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



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

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

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

G19.5 Where relevant:

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

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

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

**G20. TUPE**

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

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

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

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

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

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

**G21. Environmental**

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

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

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

**G22. Service Charge**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**G23. Rent reviews**

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

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

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

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

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

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

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

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

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

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

#### **G24. Tenancy renewals**

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

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

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

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

- (a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

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

#### **G25. Warranties**

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

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

- (a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
- (b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

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

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

#### **G26. No assignment**

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

#### **G27. Registration at the Land Registry**

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

- (a) procure that it becomes registered at Land Registry as proprietor of the **lot**;
- (b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
- (c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

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

- (a) apply for registration of the **transfer**;
- (b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
- (c) join in any representations the **seller** may properly make to Land Registry relating to the application.

#### **G28. Notices and other communications**

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

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

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

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

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

#### **G29. Contracts (Rights of Third Parties) Act 1999**

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

A full copy of the Common Auction Conditions including the Glossary can be found at:  
[www.rics.org/commonauctionconditions](http://www.rics.org/commonauctionconditions)

# Cottons

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**If you are looking for an Agent to provide unrivalled advice and service then please contact us.**

# Location



## Cottons

Chartered Surveyors

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