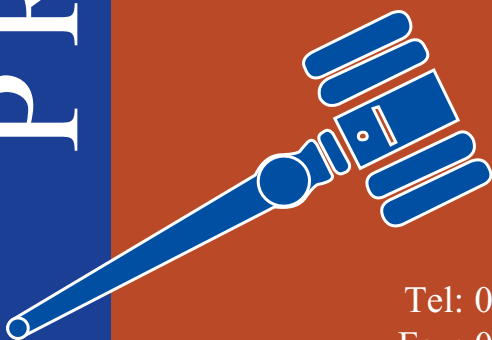


# PROPERTY AUCTION

**Cottons**  
Chartered Surveyors

**WEDNESDAY  
15TH SEPTEMBER 2010  
AT 11.00 AM**

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



Tel: 0121 247 2233

Fax: 0121 247 1233

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

# IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

## CONDITION OF SALE

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection at the Vendors Solicitors office, 5 working days before the sale and may also be inspected in the sale-room prior to the auction sale but they will NOT then be read.

The purchaser shall be deemed to bid upon these terms whether they have inspected the conditions or not.

## AUCTIONEERS ADVICE

If your bid is successful, you will have entered into a binding contract to purchase that particular Lot. It is therefore important that you consider the following:

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fitments, drains and any other pipework, appliances, heating systems and electrical fitments. Prospective purchasers are advised to undertake their own investigations.
6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.
7. Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which the seller might be prepared to sell at the date of the guide price but guide prices may change. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.
8. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.
9. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property that they have purchased. The Auctioneers have arranged, through their special "Auction Block Policy", insurance cover for all Lots for a period of 28 days, from the auction date. This insurance is subject to confirmation by the purchaser within 30 minutes of the sale. A certificate of cover, will be issued upon payment of a nominal premium.
10. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.
11. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.
12. If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.
13. The Auctioneers reserve the right to photograph successful bidders for security purposes.
14. The successful bidder will be required to pay an Administration Fee of £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT.
15. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquiries relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

## FOOTNOTE

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

# Auction Sale

## 82 LOTS

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

- 39 Freehold Vacant Residential
- 7 Freehold Residential Investment
- 6 Leasehold Vacant Residential
- 11 Freehold Vacant Commercial
- 1 Leasehold Vacant Commercial
- 5 Freehold Commercial Investment
- 4 Parcels of Freehold Land
- 4 Freehold Land Development Sites
- 2 Freehold Building Plots
- 1 Freehold Garage
- 1 Freehold Hotel
- 1 Freehold Redevelopment Opportunity

## ORDER OF SALE

### Lot Property

1. Spring Cottage, Leafy Lane, Earlswood	Freehold Vacant Residential
2. 234 Bristnall Hall Road, Oldbury	Freehold Vacant Residential
3. 103 Tresham Road, Great Barr	Freehold Vacant Residential
4. 31 Dunslade Road, Erdington	Leasehold Vacant Residential
5. 5 Kitchener Road, Selly Park	Freehold Vacant Residential
6. 39 Curtin Drive, Wednesbury	Freehold Vacant Residential
7. 9 Hamberley Court, Winson Green	Freehold Residential Investment
8. 458 Tyburn Road, Erdington	Freehold Vacant Residential
9. 26 Summer Lane, Minworth, Sutton Coldfield	Freehold Vacant Residential
10. 74 Water Orton Lane, Minworth, Sutton Coldfield	Freehold Vacant Residential
11. 11 Crompton Road, Nechells	Freehold Vacant Residential
12. 7 Vernon Road, Oldbury	Freehold Vacant Residential
13. Land 109a Near Portway Hill, Tividale, Oldbury	Freehold Vacant Land
14. Land Adj 163 Mansel Road, Small Heath	Freehold Residential Building Plot
15. Building Plot Rear 201 & 203 Coles Lane, Maney, Sutton Coldfield	Freehold Residential Building Plot
16. 39 Humberstone Road, Birmingham	Freehold Vacant Residential
17. 112 Thorns Road, Brierley Hill	Freehold Vacant Residential/Dev Opportunity
18. 21 Robin Hood Crescent, Hall Green	Freehold Vacant Residential/Re-dev Opportunity
19. 406 Lichfield Road, Four Oaks, Sutton Coldfield	Freehold Vacant Residential
20. 109 High Street, Erdington	Freehold Vacant Commercial
21. 15 The Square, Tipton	Freehold Residential Investment
22. 2 Francis Road, Acocks Green	Freehold Residential Investment
23. 7/7a High Street, Wombourne	Freehold Commercial Investment
24. 22 Elmdon Road, Rakegate, Wolverhampton	Freehold Vacant Residential
25. 31 Ronald Road, Bordesley Green	Freehold Vacant Residential
26. 91 Codsall Road, Cradley Heath	Freehold Vacant Residential
27. 8 Trinity Road, Aston	Freehold Vacant Residential
28. 8 The Rise, Hopwood, Alvechurch	Freehold Vacant Residential
29. 6-8 Willow Avenue, Edgbaston	Freehold Vacant Residential
30. 120 Shenstone Valley Road, Halesowen	Freehold Vacant Residential
31. 95 Wrens Nest Road, Dudley	Freehold Residential Investment
32. 97a Perrott Road, Winson Green	Freehold Vacant Residential
33. 127 Heath Mill Lane, Digbeth	Freehold Vacant Commercial
34. 1 The Parade, Cannock Road, Wednesfield	Freehold Vacant Commercial



35. 146 High Street, Brierley Hill	Freehold Vacant Commercial
36. 70 Springfield Road, Brierley Hill	Leasehold Vacant Residential
37. 105 Dixons Green Road, Dudley	Freehold Residential Investment
38. Unit 5 Pedmore Industrial Estate ,Brierley Hill	Freehold Vacant Commercial
39. 44 Stringes Lane, Willenhall	Freehold Vacant Commercial
40. Unit 114 Middlemore Business Park West Bromwich	Leasehold Vacant Commercial
41. 71 Walsall Road, Wednesbury	Freehold Vacant Commercial
42. Potential Re-dev Site Lloyd Hill Stourbridge Rd, Penn	Freehold Land
43. Land SL K1 at Kennford Close, Tividale	Freehold Vacant Land
44. 49 Church Street, Halesowen	Freehold Vacant Residential
45. Flat 16 Park Hall Gardens, Rosemary Ave, Goldthorn	Leasehold Vacant Residential
46. Flat 17 Park Hall Gardens, Rosemary Ave, Goldthorn	Leasehold Vacant Residential
47. 255-257 Grove Lane, Handsworth	Freehold Vacant Residential
48. The Coach House, 1069 Warwick Road, Acocks Green	Freehold Hotel/Business Opp with vacant possession
49. 116 Fenton Street, Brierley Hill	Freehold Investment
50. 1 and 2 Walsall Street, Willenhall	Freehold Mixed Use Property
51. Land at Manor Way, Halesowen	Freehold Land
52. 151 London Road, Leicester	Freehold Commercial Investment
53. 29 High Street, Walsall Wood, Walsall	Freehold Commercial Investment
54. 212 Warwick Road, Sparkhill	Freehold Vacant Commercial
55. 179 Reservoir Road, Erdington	Freehold Vacant Residential
56. Apt 4 The Bartleet, 224 Mount Pleasant, Redditch	Leasehold Vacant Residential
57. Apt 5 The Bartleet, 224 Mount Pleasant, Redditch	Leasehold Investment
58. Land 7d Portway Hill, Tividale, Oldbury	Freehold Vacant Land
59. 7 Bottrill Court, Bottrill Street, Nuneaton	Freehold Premises
60. Southbourne House, 219 Gloucester Rd, Cheltenham	Freehold Vacant Residential
61. 2 Furlands Road, Northfield	Freehold Residential Investment
62. 54 & 54a Long Lane, Halesowen	Freehold Commercial/Residential Investment
63. 31 Comer Road, Worcester	Freehold Commercial Premises
64. 135A Perry Walk, Blackrock Road, Erdington	Leasehold Vacant Residential
65. Former Garage Yard Rear 1-7 Chestnut Rd, Moseley	Freehold Land
66. Lock-up Garage to rear of Crystal Court, Rangeways Rd, Kingswinford	Leasehold Lock-up Garage
67. 35 Cartbridge Lane, Walsall	Freehold Vacant Residential
68. 119 Lime Street, Wolverhampton	Freehold Vacant Residential
69. 8 Leslie Road, Wolverhampton	Freehold Vacant Residential
70. 86 Clarence Road, Handsworth	Freehold Vacant Residential
71. 27 Robert Avenue, Birmingham	Freehold Vacant Residential
72. 41-43 Alum Rock Road, Alum Rock	Freehold Commercial Investment
73. 71 Alum Rock Road, Alum Rock	Freehold Commercial Investment
74. 123 Alum Rock Road, Alum Rock	Freehold Commercial Investment
75. The Bell, 31 Market Place, Willenhall	Freehold Former Public House
76. 24 Moor End Lane, Erdington	Freehold Vacant Residential
77. 69 Warren Road, Washwood Heath	Freehold Vacant Residential
78. 17 Rothley Walk, Kings Norton	Freehold Vacant Residential
79. 45 Laurel Road, Highfields, Leicester	Freehold Vacant Residential
80. 77 Brandwood Park Rd, Kings Norton	Freehold Vacant Residential
81. 859 Wolverhampton Road, Oldbury	Freehold Vacant Residential
82. 259 Causeway Green Rd, Oldbury	Freehold Vacant Residential

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

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

**Auction Manager** Alison J. Bosworth

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



# IMPORTANT NOTICE

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

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

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

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

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

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

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

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

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

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

### MISREPRESENTATION ACT

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

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



# Freehold Vacant Possession By Instruction of the Trustees of The Hockley Heath Estate



## Spring Cottage, Leafy Lane, Earlswood, Solihull, West Midlands B94 6SQ

### Property Description:

An exceptional opportunity to purchase a detached cottage occupying a sizeable plot extending to an area of 0.39 acres (0.158 hectares) and occupying a much sought after rural location which forms part of the Hockley Heath Estate. The property was originally constructed in the early 17th Century partly of oak framed construction with brick infill and surmounted by a pitched tile clad roof. The property benefits from propane gas fired central heating and provides excellent scope for redevelopment or extension of the existing dwelling subject to obtaining planning consent of any proposed scheme. Leafy Lane leads off Umberslade Road which in turn leads off Shutt Lane (B4102) and the property is conveniently located within approximately two miles distance from Hockley Heath providing a wide range of local services and within approximately six miles distance from both Solihull Town Centre and The M42 Motorway (junction 4)

### Planning:

Any interested parties wishing to discuss proposals for redevelopment/extension works should contact prior to bidding the Local Planning Department at Stratford-upon-Avon District Council. Tel: 01789 267 575

### Ground Floor:

Kitchen, Dining Room, Lounge

### First Floor:

Stairs and Landing Area, Bedroom, Bathroom with bath, pedestal wash basin and wc

### Outside:

(Front) Gravelled driveway providing off road parking and surrounding gardens.

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233







**COTTONS**  
THE AUCTIONEERS





### 234 Bristnall Hall Road, Oldbury, West Midlands B68 9NJ

**Property Description:**

A semi detached house of part rendered brick construction with a pitched interlocking tile clad roof requiring modernisation and improvement throughout. The property is set back from the road behind a foregarden and forms part of an established residential area.

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

Entrance Hall, Lounge, Dining Room, Kitchen, Separate WC

**First Floor:**

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

**Outside:**

(Front) Foregarden and driveway  
(Rear) Large garden and yard with pedestrian side access

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

### 103 Tresham Road, Great Barr, Birmingham B44 9UA

**Property Description:**

A semi detached property of brick construction set back from the road behind a hedged foregarden. The property benefits from having well laid out accommodation, however does require modernisation and improvement. Tresham Road is located off both Birdbrook Road and Kingstanding Road (B4138), and is situated in an established residential area.

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

Entrance Hallway, Lounge, Dining Room, Lean To (currently used as Kitchen), stairs to first floor

**First Floor:**

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


**Outside:**

(Front) Hedged foregarden

(Rear) Garden with potential for off road parking via a service road

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233





## 31 Dunslade Road, Erdington, Birmingham B23 5LR

### Property Description:

An end terraced house of brick construction surmounted by a hipped tile clad roof, benefiting from UPVC replacement windows and gas fired central heating. The property forms part of a predominantly residential area and Dunslade Road is located off Abbeyfield Road which in turn leads off Lodge Road and is located within approximately one mile distance to the north of Erdington Shopping Centre.

### Accommodation:

#### Ground Floor:

Porch, Entrance Hall, Lounge, Breakfast Kitchen

#### First Floor:

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

### Outside:

(Front) Lawned foregarden

(Rear) Yard and partially lawned garden

### Leasehold Information:

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

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

**Important Note:** An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option is to be exercised by 10th November 2010. Please refer to the legal pack for full details.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

## 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.





## **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.

### **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





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

**Property Description:**

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

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

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

**First Floor:**

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

**Outside:**

(Front) Lawned foregarden

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

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**Find us on the web @  
[www.cottons.co.uk](http://www.cottons.co.uk)  
E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)**



## LOT 7

### 9 Hamberley Court, Winson Green, Birmingham, B18 4DE

#### Property Description:

A modern end terrace house of brick construction surmounted by a pitched tile clad roof benefiting from UPVC double glazed windows/external doors, gas fired central heating and off road parking. Hamberley Court comprises of a cul de sac leading off Heath Street which in turn leads off Winson Green Road and is located within approximately half a mile distance from City Hospital and two miles distance to the west of Birmingham City Centre. The property is currently let on a periodic shorthold tenancy at a rent of £340 pcm (£4,080 per annum).

#### Accommodation:

##### Ground Floor:

Double Glazed Porch, Lounge, Inner Hall, Breakfast Kitchen, Veranda

##### First Floor:

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

## Freehold Investment



#### Outside:

(Front) Foregarden with off road parking and pedestrian gated access to rear

(Rear) Yard/Garden with double gated access to a rear service road

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233

## LOT 8

### 458 Tyburn Road, Erdington, Birmingham B24 8EE

#### Property Description:

A semi detached property of brick construction set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing, however does require some modernisation and improvement. The property is located on Tyburn Road (A38) close to the junction with Bromford Lane (A4040). The property is within approximately one mile from both Erdington High Street and junction 6 of the M6 motorway.

#### Accommodation:

##### Ground Floor:

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

##### First Floor:

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

#### Outside:

(Front) Walled foregarden

(Rear) Garden with garage to the rear providing off road parking accessed via a service road



#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233







## 26 Summer Lane, Minworth, Sutton Coldfield, West Midlands B76 9AU

### Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows and occupying a sizeable plot with generous rear garden. The property overlooks playing fields to the rear and Summer Lane leads off Cottage Lane which in turn leads off Kingsbury Road (A4050) and the property is conveniently within approximately two miles distance from the M42 Motorway (junction 9) and within approximately five miles distance to the east of Sutton Coldfield Town Centre.

### Accommodation:

#### Ground Floor:

Reception Hall, Through Lounge, Dining Room, Kitchen, Bathroom with panelled bath having shower over, pedestal wash basin and wc

### First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (double) with walk in dressing room

### Outside:

(Front) Lawned foregarden set behind a mature hedge with gated vehicular access to paved driveway

(Rear) Pedestrian side access to yard, two brick stores and large rear garden

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





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

### Property Description:

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

### Accommodation:

#### Ground Floor:

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

### First Floor:

Stairs and Landing, Three Bedrooms

### Outside:

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

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

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





**LOT 11****Freehold Vacant Possession**

**11 Crompton Road,  
Nechells, Birmingham,  
B5 5SH**

**Property Description:**

A traditional mid terraced house of rendered brick construction surmounted by a pitched replacement tile clad roof providing well laid out accommodation and requiring complete modernisation and improvement throughout. Crompton Road forms part of an established mixed area and leads off Longacre which leads off Cuckoo Road (B4137) and which in turn leads off Lichfield Road (A5127). Both Aston Railway Station and the M6 Motorway (junction 6) are conveniently within approximately half a mile distance and Birmingham City Centre lies within approximately one mile distance to the south west.

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

Entrance Hall, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with access to Cellar, Rear Entrance Hall, Bathroom with panel bath, wash basin and WC

**First Floor:**

Stairs and Landing, Three Bedrooms

**Outside:**

(Front) Small paved foregarden

(Rear) Yard and garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 12****Freehold Vacant Possession**

**7 Vernon Road, Oldbury,  
West Midlands,  
B68 8SE**

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched roof, having been recently refurbished to include upvc Double Glazing, gas fired Central Heating and modern kitchen and bathroom fittings. The property itself is located on Vernon Road which runs directly off Rood End Road.

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

Front Reception Room, Rear Reception Room, Rear Lobby and Kitchen.

**First Floor:**

Stairs and Landing, Two Bedrooms and Bathroom with modern white suite comprising panelled bath, wash hand basin and WC.

**Outside:**

Front – Walled Foregarden

Rear – Lawned Garden with brick built WC

**Vendors Solicitors:**

Refer to Auctioneers

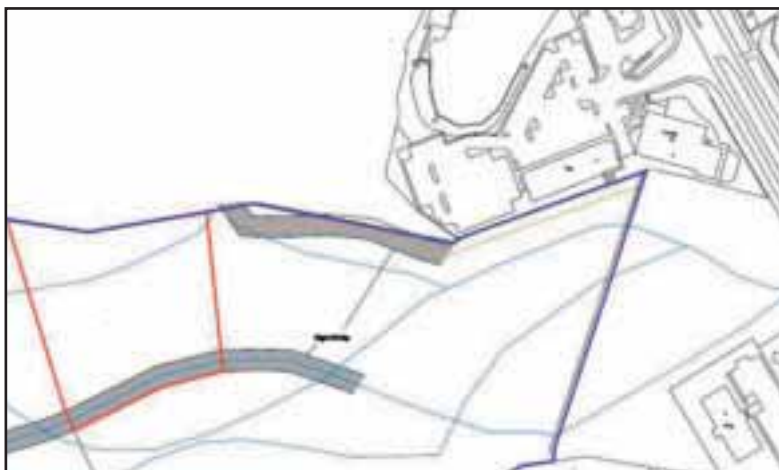
**Viewings:**

Via Cottons – 0121 247 2233



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## Land 109a, Near Portway Hill, Tividale, Oldbury, Sandwell

### Description:

The property comprises a sloping irregular shaped unfenced site of about 7,170 sq.m. (0.7 Hectares). The site is part of a large area of public open space which is bounded by housing to the South.

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

Site boundaries have been surveyed but not marked but can be set out accurately for a nominal charge using GPS survey equipment.

### Planning:

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

### Legal Documents:

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

### Viewings:

The site is open for viewings

## 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:

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- Debit Card Payments

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

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

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

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





## Land Adj to 163 Mansel Road, Small Heath, Birmingham B10 9NJ

### Description:

A parcel of freehold building land situated adjacent to 163 Mansel Road and currently containing a lock up garage. The land benefits from outline planning consent for the erection of a two storey two bedroom semi detached dwelling house. Mansel Road forms part of a traditional and established residential area and leads directly off Coventry Road which provides access to a wide range of retail amenities and services.

A copy of the planning consent and Architect's drawings are available for inspection either at the auctioneers' office or by accessing the website [www.birmingham.gov.uk/planningonline](http://www.birmingham.gov.uk/planningonline)

### Legal Documents:

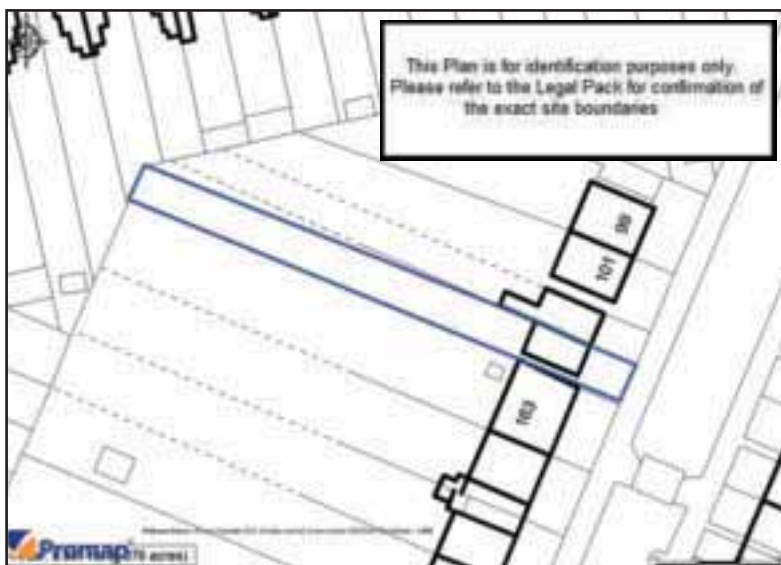
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

### Planning:

Outline planning consent was granted by Birmingham City Council (Ref: 2009/03043/PA) on the 3rd December 2009 for the erection of a two storey two bedroom semi detached dwelling house.





## Building Plot to Rear 201 & 203 Coles Lane, Maney, Sutton Coldfield, B72 1NP

### Property Description

A parcel of Freehold building land, rectangular in shape and directly fronting Ebrook Road, situated to the rear of numbers 201 and 203 Coles Lane. The plot has the benefit of planning consent for the erection of a detached dormer bungalow and forms part of a popular and established residential area known as Maney and conveniently located within approximately half a mile distance to the south of Sutton Coldfield town centre.

### Planning:

Full planning consent was granted by Birmingham City Council on 7th September 2009 (reference 2009/03036/PA) for the erection of 1 detached dormer bungalow, including approval of access and layout. The plans approved with the consent detail the following accommodation:-

### Proposed Accommodation:

#### Ground Floor:

Reception Hall, Lounge, Dining Kitchen, Utility Room, Bath/Shower Room, Bedroom One (double)

#### First Floor:

Stairs and Landing, Master Bedroom (double) with Dressing Room and En-Suite Shower Room, Bedroom Three (double)

#### Outside:

(Front) Foregarden with driveway and off road parking

(Rear) Garden

A copy of the plans and planning consent are available for inspection at the Auctioneers offices or alternatively may be downloaded from the Birmingham City Council website reference 2009/03036/PA

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





## 39 Humberstone Road, Birmingham B24 0PS

### Property Description

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows but requiring modernisation and improvement throughout. Humberstone Road runs directly between Chester Road (A452) and Eachelhurst Road (B4148) within short walk from Pype Hayes Park and is situated within approximately two miles distance from Erdington High Street and one mile distant from the M6 Motorway (junction 5)



### Accommodation

#### Ground Floor

Entrance Hall, Lounge, Kitchen, Bath/ Shower Room with panelled bath, glazed shower enclosure, pedestal wash basin and wc

#### First Floor

Stairs and Landing, Three Bedrooms

### Outside

(Front) Foregarden

(Rear) Shared pedestrian entry access to yard and garden

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

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

### Property Description:

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

### Accommodation:

#### Ground Floor:

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

#### First Floor:

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

### Second Floor:

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

### Ground Floor Rear Annexe:

#### Accommodation:

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

### Planning:

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

### Outside:

(Front) Lawned foregarden and driveway.

(Rear) Lawned Garden.

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233







## 21 Robin Hood Crescent, Hall Green, Birmingham B28 0BN

### Description:

A valuable parcel of freehold building land extending to an area of approximately 0.213 acres and benefiting from full planning consent for the demolition of the existing detached bungalow and the erection of a substantial two storey detached dwelling house with five bedrooms and including accommodation to the basement and second floor. The site which is rectangular in shape is situated directly off Robin Hood Lane between the junctions of Petersfield Road and Sherwood Road and forms part of a popular and established residential area. The property is within approximately three quarters of a mile distance from Stratford Road (A34) which provides access to a wide range of retail amenities and services. The existing bungalow is in habitable condition and benefits from part UPVC double glazed windows, gas fired central heating with a new boiler and garage.

### Existing Accommodation:

#### Ground Floor:

Porch, Reception Hall, Two Bedrooms, Bathroom with bath and wash basin, Separate WC, Lounge/Dining Room, Kitchen, Veranda

### Outside:

(Front) Foregarden and driveway leading to garage

(Rear) Large rear garden

### Planning:

Planning consent was granted by Birmingham City Council on 27th April 2009 (Ref: S/00905/09/FUL) for the demolition of the existing house and erection of a new replacement dwelling house with alterations to the access. The plans approved with the consent, detail a property containing the following accommodation:

### Proposed Accommodation:

#### Basement:

Store/Gym

#### Ground Floor:

Reception Hall, Lounge, Dining Room, Sitting Room, Breakfast Kitchen, Utility Room, Cloak Room with wc

#### First Floor:

Stairs and Landing, Bedroom One (double) with En-suite Shower Room, Bedroom Two (double), Bedroom Three (double) with En-suite Shower Room, Bedroom Four (double), Family Bathroom

**Second Floor:**

Stairs and Landing, Bedroom five with En-suite Shower Room

A copy of the planning consent and associated documentation is available from either the Auctioneers or Birmingham City Council website:

**[www.birmingham.gov.uk/planningonline](http://www.birmingham.gov.uk/planningonline)**

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



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## 406 Lichfield Road, Four Oaks, Suttons Coldfield, West Midlands B74 4BL

### Property Description:

A substantial three storey traditional detached dwelling house of brick construction surmounted by a pitched tile clad roof and requiring complete modernisation and improvement throughout. The property occupies a large L-shaped plot extending to an area of approximately 0.56 acres (2,257sq.mtrs) and provides ample scope for the extension of the existing dwelling (subject to obtaining necessary planning consent). The property is situated fronting Lichfield Road, close to the junction with Sara Close and forms part of an established and popular residential area conveniently located within approximately one quarter of a mile distance from both Butlers Lane Railway Station and Mere Green Shopping Centre which provides access to a wide range of retail amenities and services

### Accommodation:

#### Ground Floor:

Porch Entrance, Reception Hall with cellar access, Front Reception Room, Rear Reception Room, Breakfast/ Dining Room, Galley Kitchen, Outer Lobby

### First Floor:

Stairs and Landing, Four Generous Size Bedrooms, Bathroom

### Second Floor:

Stair access to further Bedroom/Attic Accommodation (not inspected)

### Outside:

(Front) Foregarden set back behind a mature privet hedge and a driveway to the front and side providing ample off road parking

(Rear) Extensive L-shaped garden which is currently overgrown

### Legal Documents

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

### Viewings:

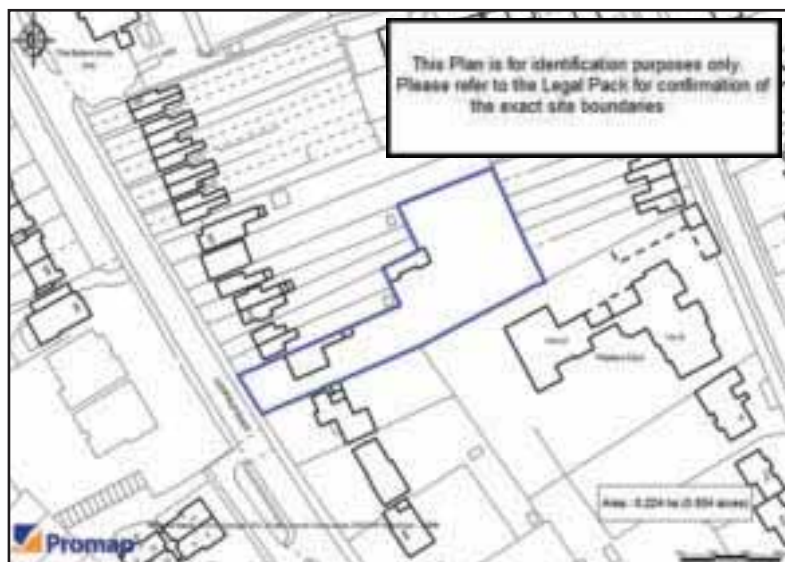
Via Cottons – 0121 247 2233

### Notes:

1. The completion date will be six weeks following exchange of contracts
2. The property is in a poor state of internal and external repair and all interested parties wishing to view the property do so entirely at their own risk. Neither the vendors nor auctioneers accept any liability for any injury or harm which may be caused







# **109 High Street, Erdington, Birmingham, West Midlands, B23 6SA**

## **Property Description:**

A substantial mid-terraced commercial unit of traditional brick construction, surmounted by a pitched roof and being located in the heart of the local shopping centre known as Erdington High Street. The premises, which was formerly used as an amusement/adult gaming centre, is alarmed and protected by a roller shutter and comprises of mainly open plan Ground Floor space together with disused storage accommodation to the First and Second Floor.

The unit is located amongst multiple retailers such as Thomson Holidays, Clinton Cards, Holland and Barratt, Santander Bank and Max Spielman, near to the junction with New Street.

## **Accommodation:**

### **Ground Floor:**

Open Plan Gaming Centre  
84.4sq.m. (909sq.ft.)  
Male and Female WCs

### **Office 1:**

7.6sq.m. (82sq.ft.)

### **Office 2:**

6.0sq.m. (64sq.ft.)

### **First Floor (No Access)\***

Disused Storage  
44.1sq.m. (475sq.ft.)



### **Second Floor (No Access)\***

Disused Storage  
10.6sq.m. (115sq.ft.)

Total Internal Area -  
152.7sq.m. (1,643sq.ft.) approximately

\* As no access is available to these two levels, we cannot guarantee the accuracy of these figures, and all potential bidders should conduct their own enquiries.

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

## **Vendors Solicitors:**

Refer to Auctioneers

## **Viewings:**

Via Cottons – 0121 247 2233

**Conway Relf**  
Surveyors

## **LOT 21**

# **15 The Square, Tipton, West Midlands, DY4 0LY**

## **Property Description:**

A modern end terraced property of cavity brick construction, benefitting from gas fired central heating, upvc double glazing, modern kitchen and bathroom fitments, driveway and separate garage. The property is currently let on an Assured Shorthold Tenancy at a rental of £500pcm (£6,000pa).

## **Accommodation:**

### **Ground Floor:**

Reception Hall, Living Room, Kitchen/Diner

### **First Floor:**

Stairs and Landing, Three Bedrooms, Bathroom

## **Outside:**

(Front) Driveway provided Off Road Parking with Lawned Garden

(Rear) Paved Garden



## **Legal Documents**

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

## **Viewings:**

Via Cottons – 0121 247 2233







## 2 Francis Road, Acocks Green, Birmingham B27 6LX

### Property Description:

A substantial traditional built semi detached property of brick construction, surmounted by a pitched tile clad roof and having Coach House Accommodation to the side along with an Informal Hall/Storage to the rear, which may be suitable for various uses. The house benefits from mostly UPVC double glazed windows and is generally in presentable condition and is currently arranged to provide five letting rooms each with electric heating and kitchenettes along with Communal Kitchen and Bathrooms. Francis Road comprises of a cul-de-sac which leads directly off Yardley Road (B4146) and the property is conveniently within approximately one third of a mile distance from Acocks Green Railway Station.

### Tenancy Details

All five letting rooms are let on Assured Shorthold Tenancy's, at a combined rental of £320 per week (£16,640 per annum).

The Hall/ Storage Area is Vacant at present however has previously been let at £50per week (£2,600pa).

Total Current Rental Income -  
£16,640per annum

(A schedule of tenancies is available for inspection at the Auctioneers offices)

### Licence for a House in Multiple Occupation

The property benefits from a current licence granted to the Vendor by Birmingham City Council under section 64 of the Housing Act 2004 and dated 26 October 2007, valid for a period of 5 years permitting the house to

be occupied by not more than five households or five persons

### Accommodation:

#### Ground Floor:

Reception Hall, Letting Room 1, Communal Kitchen, Communal Bathroom with panel bath, glazed shower cubicle, wash basin and wc, Inner Hall with Cellar access.

#### First Floor:

Stairs and Landing, Letting Rooms 2,3& 4, Shower Room with glazed shower cubicle, wash basin and wc.

#### Second Floor:

Letting Room 5

### Informal Hall/Storage Room

#### Ground Floor

Separate Entrance to Reception Area - 20.38 sq m (219 sq ft), Hall/Storage Room - 89.11 sq m (959 sq ft) with Ladies and Gents W.C.'s and French Door access to rear.

#### Outside (front):

Full width forecourt providing off road parking.

#### Outside (rear):

Partly covered concrete yard 113.85 sq m (1225 sq ft) with access to rear garden area.

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233





## 7/7a High Street, Wombourne, WV5 9DT

### Property Description:

A substantial and well presented property of traditional brick construction, surmounted by a pitched roof and presently comprising of a Ground Floor Retail Shop with a self contained three bedroom flat over.

The Ground Floor is presently let to Midcounties Co-Operative, formerly West Midlands Co-Operative Society Ltd (known as "the Co-Op") at a rental of £25,000 per annum (see Tenancy Details section). The First Floor Flat is let on an Assured Shorthold Tenancy producing £5,940 per annum. At present the unit produces £30,940 per annum.

The property itself is located in the picturesque High Street, opposite the Village Cricket Pitch and is surrounded by numerous other A1, A2, A3, A4 and A5 units.

### Accommodation:

#### Ground Floor:

##### Retail Shop:

##### Retail Area

107.4sq.m. (1,156sq.ft.)

2 No. Rear Storage Areas and Staff Room 74.8sq.m. (805sq.ft.)

Separate WC

Total Net Internal Area -

182.2sq.m. (1,961sq.ft.)

#### First Floor:

##### Self Contained Flat:

Living Room, Kitchen, Three Bedrooms and Shower Room

#### Outside:

Front – The property directly fronts the pavement

Rear – Tarmacadam yard providing Bin Store and Car Parking





#### **Tenancy Details:**

##### **Ground Floor Retail Shop:**

Lett to Midcounties Co-Operative, formerly West Midlands Co-Operative Society Ltd (known as "the Co-Op") at a rental of £25,000 per annum on a 15 year lease from 14 September 1998.

##### **First Floor Flat:**

Presently let on an Assured Shorthold Tenancy at a rental of £495pcm (£5,940 per annum)

Total Rental Income - £30,940 per annum

##### **Vendors Solicitors:**

Refer to Auctioneers

##### **Viewings:**

Via Cottons – 0121 247 2233



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

### Property Description:

A semi detached property surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and paved driveway allowing for off road parking. The property benefits from having gas fired central heating and UPVC double glazing. Elmdon Road is located off Probert Road and is set in an established residential area. The property is within approximately two miles distance from Wolverhampton City Centre.

### Accommodation:

#### Ground Floor:

Entrance Hall, Lounge, Dining Room, Kitchen and Veranda with WC, stairs to first floor.

### First Floor:

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

### Outside:

(Front) Lawned foregarden with driveway

(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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We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 21st October 2010** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





# **31 Ronald Road, Bordesley Green, Birmingham B9 4UL**

## **Property Description**

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from part double glazed windows and gas fired central heating. Ronald Road runs between Cherrywood Road and Bordesley Green Road (B4145) and the property is located within approximately one and a half miles distance from both Birmingham City Centre and Birmingham Heartlands Hospital

## **Accommodation**

### **Ground Floor**

Front Reception Room, Rear Reception Room, Kitchen

### **First Floor**

Stairs and Landing, Two Bedrooms, Bathroom



## **Outside**

(Front) Small walled foregarden  
(Rear) Garden

## **Legal Documents**

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

## **Viewings**

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## 91 Codsall Road, Cradley Heath, West Midlands B64 7EH

### Property Description

A four bedroom end terraced property of rendered brick construction surmounted by a tiled roof and set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazed windows and gas fired central heating. Codsall Road is located off Harcourt Road which in turn can be found off Halesowen Road (A459).

### Accommodation

#### Ground Floor

Entrance Hallway, Lounge, Kitchen/ Diner and Shower Room having shower cubicle, WC and wash basin, stairs to first floor.

### First Floor

Four Bedrooms and WC

### Outside

(Front) Lawned garden

(Rear) Garden

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

## 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.







## 8 Trinity Road, Aston, Birmingham B6 6AG

### Property Description

A substantial three storey detached house of traditional brick construction surmounted by a pitched interlocking tile clad roof, having been stripped of all internal fixtures and finishes and requiring complete renovation and repair throughout. The property is set back behind a tarmacadamed forecourt providing off road parking and is situated between the junctions of Hampton Road and Birchfield Road (A34)

### Accommodation

#### Ground Floor

Reception Hall with Cellar off, Front Reception Room, Rear Reception Room, Dining Room, Kitchen, Bathroom

### First Floor

Not Inspected

### Second Floor

Not Inspected

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

**Note:** The property is in a complete state of disrepair and inspection of the property is permitted to the ground floor rooms only. All persons viewing must do so with utmost caution and entirely at their own risk and neither the vendors nor auctioneers accept any liability for any injury or harm caused.

Find us on the web @

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## 8 The Rise, Hopwood, Alvechurch, Birmingham B48 7AP

### Property Description:

A traditional detached house of brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation, benefiting from mostly UPVC double glazed windows but requiring modernisation and improvement throughout. The property occupies a sizeable plot and The Rise comprises of a service Road which leads directly off Birmingham Road (A441) and forms part of a semi rural area located within approximately one mile distance from the M42 Motorway (Junction 2) and approximately seven miles distance to the south of Birmingham City Centre.

### First Floor:

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

### Outside:

(Front) Tarmacadamed forecourt/ driveway providing off road parking

(Rear) Paved patio and generous lawned garden

### Legal Documents

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

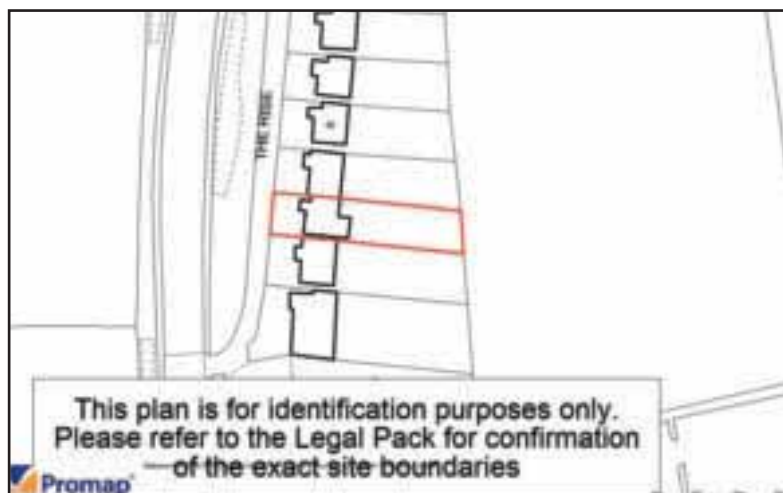
### Viewings:

Via Cottons – 0121 247 2233

### Accommodation:

#### Ground Floor:

Vestibule Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Garage, Enclosed Side Passageway/Utility Area and WC





## 6 – 8 Willow Avenue, Edgbaston, Birmingham B17 8HD

### Property Description:

A pair of substantial three storey dwelling houses of traditional brick construction surmounted by a pitched replacement tile clad roof and interconnecting on all levels having been previously used as House in Multiple Occupation (HMO). The property requires modernisation and repair throughout and could be converted back into two separate dwelling houses. The property is situated close to the junction with Sandon Road and within approximately 250 metres distance from Bearwood Road Shopping Centre.

### Accommodation: 6 Willow Avenue

#### Ground Floor:

Reception Hall, Through Lounge/Dining Room, Inner Hall, Cloak Room with wc, Bathroom, Kitchen

#### First Floor:

Stairs and Landing, Four Bedrooms, Bathroom

#### Second Floor:

Stairs and Landing, Bedroom Five, Bedroom Six (previously used as kitchen) and Bathroom

### 8 Willow Avenue

#### Ground Floor:

Reception Hall, Front Reception Room, Inner Hall, Rear Reception Room, Rear Entrance Hall, Kitchen, Utility/Boiler Room

#### First Floor:

Stairs and Landing, Four Bedrooms, Shower Room with wc

#### Second Floor:

Stairs and Landing, Bedroom Five, Bedroom Six, Bathroom

#### Outside:

(Front) Paved forecourt

(Rear) A large partly paved garden

#### Legal Documents

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

#### Viewings:

Via Cottons – 0121 247 2233

**Note:** All interested parties viewing this property must do so with utmost caution and entirely at their own risk and neither the vendors nor auctioneers accept any liability for any injury or harm caused



## 120 Shenstone Valley Road, Halesowen, West Midlands B62 9TF

### Property Description

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, offering well laid out accommodation and benefiting from gas fired central heating, UPVC double glazed windows and off road parking but requiring modernisation and improvement. The property is situated in a cul-de-sac and forms part of a popular and established residential area on the Halesowen/Quinton borders and Shenstone Valley Road leads off Spies Lane (B4043) which in turn leads off Hagley Road West (A456)

### Accommodation

#### Ground Floor

Vestibule Porch, Reception Hall, Front Reception Room with archway to Rear Reception Room, Veranda, Extended Kitchen

#### First Floor

Stairs and Landing, Three Bedrooms, Shower Room with glazed shower



enclosure and pedestal wash basin, Separate WC

### Outside

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

(Rear) Yard and lawned garden

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

## LOT 31

## 95 Wrens Nest Road, Dudley, DY1 3LL

### Property Description:

An end terraced property of brick construction, surmounted by a pitched roof and benefitting from gas fired central heating, upvc double glazing and off road parking to the front. The property is currently let on an Assured Shorthold Tenancy at a rental of £475pcm (£5,700pa)

### Accommodation:

#### Ground Floor:

Reception Hall, Living Room, Kitchen, Conservatory

#### First Floor:

Stairs and Landing, Two Bedrooms, Bathroom

### Outside:

(Front) Driveway provided Off Road Parking with Lawned Garden

(Rear) Lawned Garden



### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233



**97a Perrott Street,  
Winson Green,  
Birmingham B18 4LZ**

**Property Description**

An end terraced property of rendered brick construction surmounted by a tile clad roof set back from the road behind a paved foregarden. The property has been converted to provide two self contained one bedroom flats situated on the ground and first floor. Perrott Street is located off Foundry Road which in turn is found off Winson Green Road (A4040).

**Accommodation**

**Ground Floor Flat**

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

**First Floor**

Side entrance having stairs to Hallway, Lounge, Bedroom, Kitchen and Bathroom having panelled bath, wash basin and WC



**Outside**

(Front) Paved foregarden

**Legal Documents**

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

**Viewings**

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**127 Heath Mill Lane, Digbeth,  
Birmingham, B9 4AX**

**Property Description**

A workshop/warehouse premises comprising of a substantial predominantly open plan warehouse together with works office and ancillary mezzanine storage. The property itself fronts the pavement on Heath Mill Lane with a roller shutter protected access and is located virtually on the corner of Heath Mill Lane and Liverpool Street. Heath Mill Lane runs directly off High Street Deritend (A41).

**Mezzanine Storage Level**

Extending to approximately 71.6 sq m (770 sq ft)

Total Gross Internal Area - 999.6 sq m (10,759 sq ft)

**Legal Documents**

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

**Viewings**

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**Accommodation**

**Ground Floor**

Warehouse extending to approximately 928 sq m (9,989 sq ft)

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## 1 The Parade, Cannock Road, Wednesfield, Wolverhampton, WV10 8PZ

### Property Description:

A freehold single storey end terraced retail unit surmounted by a flat roof and benefiting from vacant possession and customer parking area forecourt. The property benefits from suspended ceiling and laminated flooring and is offered for sale in a presentable condition.

The Parade is located on Cannock Road (A460) close to the junction with Blackhalve Lane (B4156) approx two quarters of a mile to the north east of Wolverhampton city centre

### Accommodation

#### Ground Floor

Retail Area extending to approximately 22.7 sq.mtrs (245 sq ft),  
Rear room extending to approximately 5.5 sq.mtrs (59 sq ft)  
Shower room with shower cubicle and separate W.C

### Legal Documents

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

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## 146 High Street, Brierley Hill, West Midlands, DY5 3BU

### Property Description:

A substantial commercial unit of brick construction surmounted by a flat roof, and presently benefiting from A5 Planning Consent (Hot Food Takeaway). The property is located amongst a parade of similar units and what is considered to be the shopping centre of Brierley Hill.

The premises comprise a lock-up shop on the Ground Floor (approx 45.4 metre depth) including storage to the rear. The First Floor, which has a self contained entrance to High Street, adjacent to the Ground Floor shop front, comprises open plan ancillary accommodation and may provide potential for conversion to alternative uses, subject to Planning.

### Accommodation:

#### Ground Floor:

Retail Shop extending to approximately 231.1sq m (2488sq ft)

#### First Floor:

Further accommodation extending to approximately 173.7sq m (1870sq ft)

### Planning:

Planning Consent was granted on 5 December 2007 for a Change of use from Vacant Shop Unit (A1) to Hot Food Takeaway (A5) with proposed fume extraction.

### Legal Documents:

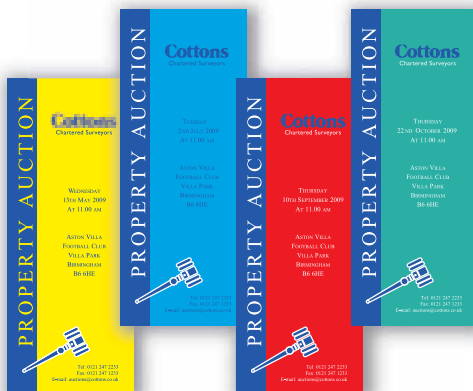
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### Viewings:

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**70 Springfield Road, Brierley Hill,  
West Midlands DY5 3RH**

**Property Description:**

A semi detached house of brick construction surmounted by a hipped slate clad roof, providing presentable and well laid out accommodation benefiting from UPVC replacement windows (mostly double glazed), gas fired central heating, modern kitchen fitments and off road parking. Springfield Road comprises of a cul-de-sac and leads off Bull Street which in turn leads off Brettell Lane (A461). Merry Hill Shopping Centre is conveniently within approximately one mile distance.

**Accommodation:**

**Ground Floor:**

Reception Hall, Lounge, Cloak Room with pedestal wash basin and wc, Breakfast Kitchen with a range of modern fitted units, Rear Entrance Hall

**First Floor:**

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

**Outside:**

(Front) Gravelled foregarden, gravelled side garden with gated vehicular access providing ample off road parking

(Rear) Paved patio, brick store and garden

**Leasehold Information**

**Lease Term:**

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

**Ground Rent:**

£250 per annum (escalating every 20 years)

**Important Note:** An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option is to be exercised by 10th November 2010. Please refer to the legal pack for full details.

**Legal Documents**

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

**Viewings:**

Via Cottons – 0121 247 2233





## 105 Dixons Green Road, Dudley, West Midlands DY2 7DJ

### Property Description:

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a tarmac covered foregarden and driveway giving access to off road parking. The property has formally been converted to provide four separate self contained one bedroom flats. Dixons Green Road is located close to the junction with Oakham Road and New Rowley Road (B4171) and the property itself is within approximately a quarter of a mile from Dudley Town Centre. All the four flats are currently let on Assured Shorthold Tenancies producing a rental of £18,064 per annum, and in addition to this the garage unit at the rear of the property is also let at a rental of £3,372 per annum. A Schedule of Tenancies are detailed below.

### Accommodation:

#### Ground Floor:

##### Flat One (Private Entrance)

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

#### Main Side Entrance – Ground Floor

##### Flat Two

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

#### Second Floor

##### Flat Three

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

### Flat Four

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

### Outside

(Front) Tarmac covered driveway and foregarden

(Rear) Tarmac covered garden with garage

### Schedule of Tenancies

#### Flat One

£92 per week (£4784 per annum)

#### Flat Two

£358 per month (£4296 per annum)

#### Flat Three

£92 per week (£4,784 per annum)

#### Flat Four

£350 per month (£4,200 per annum)

Garage Unit at the rear  
£281 per month (£3,372 per annum)

Total annum income £21,436

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233

## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 21st October 2010** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





### Unit 5 Pedmore Industrial Estate, Pedmore Road, Brierley Hill, West Midlands DY5 1TJ

#### Property Description:

An Industrial/Warehouse Unit of brick construction surmounted by a pitched roof and forming part of the Pedmore Road Industrial Estate which is located directly off Pedmore Road (A4036) approximately 250 metres north from the traffic roundabout junction with Hurst Lane. The immediate surrounding area predominantly contains a range of industrial property and the Merry Hill Shopping Centre is within one quarter of a mile distance.

#### Accommodation:

##### Ground Floor:

Entrance Hall,  
Reception Office:  
20.15sq.mtrs (216sq.ft),  
Managers Office:  
11.62sq.mtrs (125sq.ft),  
Lobby with Kitchenette, Ladies and Gents Toilets,

##### Workshop One:

184sq.mtrs (1,982sq.ft) with roller shutter door providing Vehicular/ Loading Access, Shop Floor Toilets/ Wash Room,

#### Workshop Two:

90sq.mtrs (966sq.ft) subdivided with internal concrete block walls to provide Four Separate Rooms along with informal Mezzanine accommodation over comprising of Two Separate Rooms (no stair access)

#### Outside:

Forecourt car parking area

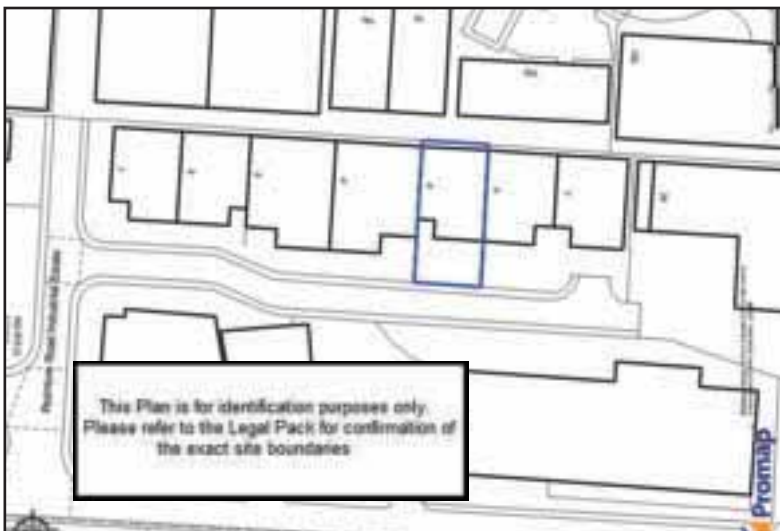
Total Gross Internal Area:  
305.77sq.mtrs (3,291sq.ft)

#### Legal Documents

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

#### Viewings:

Via Cottons – 0121 247 2233





## 44 Stringes Lane, Willenhall, West Midlands, WV13 1LU

### Property Description:

A substantial workshop/warehouse unit of traditional brick construction surmounted by a pitched roof and providing ample accommodation over two storeys. The unit requires modernisation and improvement and benefits from a loading bay and tarmac yard located off St. Anne's Road.

The property has a substantial frontage to Stringes Lane and may suit a variety of uses, subject to Planning Consent.

Stringes Lane itself is located approximately half a mile to the North East of Willenhall Town Centre. Wolverhampton City Centre is within approximately three and a half miles distant.

### Accommodation:

#### Ground Floor:

Main Workshop, Works Office and WC

#### First Floor:

Workshop/Storage area with some partitioning

Total Floor Area  
715.4sq.m. (7,701sq.ft.)

### Outside:

Forecourt, car parking area

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233







## Unit 114 Middlemore Business Park, Middlemore Road, West Bromwich, B71 4LS

### Property Description:

An industrial workshop/warehouse unit benefitting from roller shutter protected vehicular access, part brick and part block work interior walls, concrete floor, steel truss frame roof and 2 No. car parking spaces.

The property is located on a business park comprising some 30 to 40 units and is accessed directly off Middlemore Road via a driveway with on-site Security.

### Accommodation:

#### Ground Floor:

Entrance Lobby, Private Office, Stock Room and Separate WC (Gross Internal Area – 30.0sq.m. (323sq.ft.))

Workshop/Warehouse  
224.3sq.m. (2,414sq.ft.)

Total Floor Area  
254.3sq.m. (2,737sq.ft.)

### Outside:

Forecourt, car parking area

### Leasehold Information:

The property is of a Leasehold tenure for a term of 150 years from 25 March 1986

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

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

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

### Property Description

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

### Accommodation

#### Ground Floor

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

#### First Floor

Stairs and Landing, Bathroom, Kitchen, Lounge



### Second Floor

Stairs and Landing, Two Bedrooms

### Outside

(Rear) Yard area

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233





## Potential Redevelopment Site, Lloyd Hill, Stourbridge Road, Penn, Wolverhampton WV4 5NE

### Description:

A parcel of freehold land rectangular in shape and prominently fronting Stourbridge Road (A449) close to the junction with Penn Road and Spring Hill Lane. The site may be suitable for commercial/retail redevelopment (subject to planning) and fronts a busy commuter road in what is considered to be a popular and predominantly residential area located approximately three miles distance to the south west of Wolverhampton City Centre.

The site extends to an area of approximately 0.258 acres (0.104 hectares) and has a frontage to Stourbridge Road of approximately 40 mtrs (131 ft)

### Planning:

Following the vendors discussions with Wolverhampton City Council, we understand that the site may be considered suitable for commercial/retail redevelopment and all interested parties should contact the local planning department at Wolverhampton City Council (Tel: 01902 551 155) prior to bidding to discuss the viability of any proposals which they may have for the site.

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233





## Land SL K1 at Kennford Close, Tividale, Oldbury, Sandwell

### Description:

The property comprises an irregular shaped unfenced site of about 390sq.m. (0.096 Acres). The site is part of a large area of public open space bounded by housing.

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

Site boundaries have been surveyed but not marked but can be set out accurately for a nominal charge using GPS survey equipment.

### Planning:

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

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233





**49 Church Street, Halesowen,  
West Midlands B62 9LG**

**Property Description:**

An end terraced property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a walled foregarden. The property benefits from having part UPVC double glazed windows and gas fired central heating. Church Street is located off Nimmings Road (B4169) and Long Lane (A4034).

**Accommodation:**

**Ground Floor:**

Entrance Lobby, Lounge, Kitchen, Inner Lobby and Bathroom having panelled bath, wash basin and WC, stairs to first floor

**First Floor:**

Three Bedrooms

**Second Floor:**

Loft Room

**Outside:**

(Front) Walled foregarden

(Rear) Garden

**Legal Documents**

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

**Viewings:**

Via Cottons – 0121 247 2233

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## Flat 16 Park Hall Gardens, Rosemary Avenue, Goldthorn, Wolverhampton WV4 5BN

### Property Description:

A modern purpose built ground floor apartment forming part of an attractive four storey development situated in a cul-de-sac known as Rosemary Avenue which forms part of the popular residential area of Goldthorn and is located within approximately one mile distance to the south of Wolverhampton City Centre. The property provides presentable and well laid out accommodation benefiting from security door entry system, two bedrooms, contemporary kitchen and bathroom fittings, UPVC double glazed windows, electric heating, allocated parking and well maintained communal gardens.

### Accommodation:

#### Ground Floor:

Communal Hallway, Reception Hall, Lounge/Dining Room, Kitchen with attractive range of fitted units, Two Bedrooms, Bathroom with panelled

bath having shower attachment, pedestal wash basin and wc

### Outside:

Well maintained communal gardens with bicycle store and allocated parking

### Leasehold Information

Term: 125 Years from 29 September 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





## Flat 17 Park Hall Gardens, Rosemary Avenue, Goldthorn, Wolverhampton WV4 5BN

### Property Description:

A modern purpose built first floor apartment forming part of an attractive four storey development situated in a cul-de-sac known as Rosemary Avenue which forms part of the popular residential area of Goldthorn and is located within approximately one mile distance to the south of Wolverhampton City Centre. The property provides presentable and well laid out accommodation benefiting from security door entry system, two bedrooms, contemporary kitchen and bathroom fittings, UPVC double glazed windows, electric heating, allocated parking and well maintained communal gardens.

### Accommodation:

#### Ground Floor:

Communal Hallway, Stairs and Landing

### First Floor:

Reception Hall, Lounge/Dining Room, Kitchen with attractive range of fitted units, Two Bedrooms, Bathroom with panelled bath having shower attachment, pedestal wash basin and wc

### Outside:

Well maintained communal gardens with bicycle store and allocated parking

### Leasehold Information

Term: 125 Years from 29 September 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





## 255 – 257 Grove Lane, Handsworth, Birmingham B20 2HA

### Property Description:

A pair of substantial three storey semi detached houses of traditional brick construction surmounted by a pitched replacement tile clad roof and having a single storey ground floor extension to the rear. The accommodation is currently interconnected at all levels and has previously been used as a House in Multiple Occupation arranged to provide twelve bedrooms and which now require modernisation and repair throughout. The property is set well back from the road behind a tarmacadamed forecourt and Grove Lane runs between Church Road (A4040) and Soho Road (A41), the latter providing access to a wide range of local retail amenities and services.

### Accommodation:

#### Ground Floor:

Reception Hall, Two Reception Rooms, Two Bedrooms, Two Kitchens, Two Shower Rooms, Boiler Room and Common Room with further Kitchen

### First Floor:

Stairs and Landing, Six Bedrooms, Cloak Room with wc, Two Shower Rooms and Bathroom

### Second Floor:

Four Bedrooms, Store Room/Office and Bathroom

### Outside

(Front) Tarmacadamed forecourt providing off road parking

(Rear) Side pedestrian access to lawned garden

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233

**Note:** All parties wishing to view this property must do so with utmost caution and entirely at their own risk. Neither the vendors nor auctioneers accept any liability for any injury or harm caused





## The Coach House, 1069 Warwick Road, Acocks Green, Birmingham B27 6QT

### Property Description:

A detached period built hotel prominently situated fronting Warwick Road and having been substantially extended to the side and rear, offering very presentable and well maintained accommodation benefiting from ten lettable bedrooms, staff accommodation, ample off road parking to front and rear, gas fired central heating, mostly UPVC double glazed windows, licensed bar and a recently installed CCTV system. The property is set back from the road behind a tarmacadamed forecourt, occupying a site extending to approximately 0.22 acres (0.09Ha) and is located within less than a quarter of a mile distance from Acocks Green Shopping Centre and lies within approximately three miles distance to the south east of Birmingham City Centre and within five miles distance from Birmingham Airport, The National Exhibition Centre and The M42 Motorway (junction 6)

### Planning:

The property may be suitable for change into a wide range of alternate uses, subject to obtaining appropriate planning consent and all interested parties are deemed to have made their enquiries prior to bidding

### Accommodation:

Basement/Staff Accommodation  
Stairs and Hallway, Beer Cellar, Double Bedroom with Separate Fire Escape, Bathroom with panelled bath, pedestal wash basin and wc

### Ground Floor:

Porch, Reception Hall, Dry Lounge, Disabled Toilet, Gents Toilet, Dining Room, Ladies Toilets, Commercial Kitchen which includes stainless

steel sink, dish washer, range cooker, extraction hood, fryer, hot cupboard along with a preparation areas and cupboards, Lobby, Staff Toilet/Laundry Room, Lounge/Licensed Bar, Private Side Entrance to Staff Bedroom/Bedroom Ten with En-suite Bathroom

### First Floor:

Stairs and Landing, Bedroom One (Double) with En-suite Shower Room, Bedroom Two (Twin) with wash basin, Guest Bathroom with panelled bath, pedestal wash basin and wc, Bedroom Three (Twin) with wash basin, Guest Shower Room with wc and wash basin, Bedroom Four (Single) with wash basin, Bedroom Five (Twin) with En-suite Shower Room, Bedroom Six (Double) with En-suite Shower Room, Bedroom Seven (Twin) with En-suite Shower Room, Bedroom Eight (Twin) with En-suite Shower Room, Bedroom Nine (Family Room) with Ensuite Shower Room

### Second Floor:

Stairs to Private Staff Bedroom (Double)

### Outside:

(Front) Tarmacadamed forecourt providing off road parking, iron gated vehicular access through to rear

(Rear) Tarmacadamed car park, patio area, brick store and lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## 116 Fenton Street, Brierley Hill, West Midlands DY5 3HD

### Property Description:

The property comprises of a ground floor retail premises together with a recently refurbished self contained two bedroom flat to the first floor. The ground floor retail unit benefits from having double glazed shop front with electric roller shutter, separate store room, kitchen and bathroom. The first floor flat benefits from having recently been refurbished to included modern kitchen and bathroom fitments and is in presentable condition throughout. Fenton Street is located off Street More Street which can be found off High Street (A461).

### Tenancy Information:

The ground floor is currently occupied by way of a 12 month Licence at £433 per month (£5,196 per annum)

The first floor is currently let on an assured tenancy agreement at a rental of £395 per month (£4740 per annum)

Total rental income £9,936 per annum

### Accommodation:

#### Ground Floor (Retail Shop)

Retail area extending to approximately 42.8 sq metres (461 sq ft), Rear Store Room, Kitchen/Diner and Bathroom having panelled bath, wash basin and WC

#### First Floor Flat (accessed from a separate entry on the ground floor)

Kitchen/Reception Room, Two Bedrooms and Shower Room having shower cubicle, WC and wash basin

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## IMPORTANT NOTICE

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

Bank/Building Society draft

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*(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.





## 1 and 2 Walsall Street, Willenhall, West Midlands WV13 2EX

### Property Description:

A pair of traditional built three storey properties which have been partially merged and comprise of a Fish & Chip Shop and Office accommodation to the ground floor along with four self contained flats to the first and second floors over. The property is situated at the junction with Bow Street on the edge of Willenhall Town Centre which contains a wide range of retail shops and amenities.

### Rental Information:

We have been verbally advised by the mortgagor of the following rental income:

#### 1 Walsall Street:

Front Office: Let to Bob Clark Estate Agents holding over on an expired lease

Rental: £260 per calendar month (£3,120 per annum)

Rear Office: Let to KNK Brickwork holding over on an expired lease  
Rental £130 per calendar month (£1,560 per annum)

Flat One: Vacant and fire damaged

Flat Two: Let at £75 per week (£3,900 per annum)

Flat Three: Vacant

#### 2 Walsall Street:

Frydays Fish & Chip Shop and First Floor Flat/Staff Accommodation  
Let on a six year lease which commenced in 2010 at a rental of £6,000 per annum

Total Current Rental Income: £14,580 per annum

### Accommodation:

#### 1 Walsall Street

##### Ground Floor:

Entrance Hall, Reception Hall with Cellar Access, Reception Office and Managers' Office let to a local estate agent, Rear Office let to a local company, Rear Entrance Hall with Ladies and Gents Toilets

Gross Internal Area: 85.4sq.mtrs (919sq.ft)



#### **First Floor:**

Stairs and Landing, Flat One: Entrance Hall, Bedroom, Lounge, Kitchen, Shower Room with wc

#### **Second Floor:**

Flat Two: (not inspected)

#### **2 Walsall Street:**

Fish & Chip Shop with Retail/Serving Area

Preparation Room One, Preparation Room Two and Enclosed Yard with Toilet having wc and wash basin and Store

Gross Internal Area: 79.78sq.mtrs (858sq.ft)

#### **First Floor:**

Internal Hallway, Stairs and Landing to Self Contained Flat (currently used for staff accommodation), Kitchen, Bathroom with bath, wash basin and wc, Bedroom and Lounge

#### **Second Floor:**

Flat Three (access from number 1 Walsall Street) (not inspected)

#### **Outside:**

Rear yard/parking area

#### **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. The rental/tenancy information stated within the catalogue details have been provided verbally by the mortgagor and whilst believed to be correct, cannot be verified.

All interested parties should make their own enquiries prior to bidding. Access arrangements for viewings/surveys/valuations either before or after the auction sale are by courtesy of the mortgagor and we cannot therefore provide any guarantees that access will be available. All interested parties bid for the property on this basis.

#### **Legal Documents**

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

#### **Viewings:**

Via Cottons – 0121 247 2233





## Land at Manor Way, Halesowen, West Midlands

### Property Description:

A parcel of Freehold land with a substantial frontage to Manor Way and being prominently located adjacent to a BP Petrol Station and directly opposite an Audi dealership. The site itself extends to approximately 0.53 Acres (0.21 Ha) and has a frontage of approximately 50 metres on Manor Way.

The site, which was formerly part of larger site occupied by Little Chef and associated Car Park, has a tarmac surface and all services are routed to the site.

In addition, the land benefits from rights of access off Manor Way. Please refer to the Legal Pack for confirmation of the exact details.

The land may suit a number of different uses and all prospective purchasers are advised to contact the Local Authority for further information in this regard.

The site is virtually opposite the junction of Manor Way and Manor Lane, approximately  $\frac{3}{4}$  of a mile to the West of Junction 3 of the M5. Halesowen Town Centre is approximately  $\frac{3}{4}$  of a mile distance to the West.

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

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233







## **“Al-Mashriq” Restaurant, 151 London Road, Leicester, LE2 1EF**

### **Property Description:**

A substantial single storey, detached character property of brick construction, surmounted by a pitched roof and being located in a prime commercial area of Leicester. The Unit itself benefits from A3 Planning Consent (Restaurants & Cafes) and is currently let, producing £39,500 per annum (see Tenancy Details section)

The property, which was originally a Place of Worship, has been sympathetically refurbished and includes part timber/part tiled floor coverings, vaulted ceilings, fitted serving counter and bar area and stainless steel fitted kitchen units. Also, the work included new frontage, roofing repairs, re-wiring, re-plastering and full redecoration.

The property directly fronts London Road, situated virtually opposite the junction with Highfield Street and adjacent to the Marquis Wellington Public House.

London Road (A6) provides one of the main routes into Leicester City Centre and comprises of a busy and vibrant road containing a diverse range of commercial and retail premises, and further provides access to Leicester Railway Station

being within approximately half a mile distance, and is also within close proximity to DeMontford Hall and gardens, Victoria Park and Leicester University. Leicester City Centre lies approximately three quarters of a mile distant to the North West.

### **Accommodation:**

#### **Ground Floor:**

Reception Area leading to Main Dining Hall

**225.7sq.m. (2,430sq.ft.)**

#### **Kitchen:**

38.0sq.m. (409sq.ft.)

#### **Male, Female and Disabled WCs**

#### **Outside:**

Covered Seating Area and access to Cellar

### **Tenancy Details**

The property is currently let on a 25 year Full Repairing and Insuring lease from 18 December 2007, at a current rental of £39,500 per annum.

### **Legal Documents**

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

### **Viewings:**

Via Cottons – 0121 247 2233





**29 High Street, Walsall Wood, Walsall,  
West Midlands WS9 9LR**

### Property Description

An Indian Takeaway/Restaurant premises known as Simla Balti and comprising of a traditional two storey mid terraced retail shop of brick construction surmounted by a pitched tile clad roof. The property forms part of a busy parade containing a wide range of local retail amenities and is situated opposite the Boatmans Rest Public House. High Street (A461) runs through the centre of Walsall Wood and the property is situated within approximately three miles distance to the north east of Walsall Town Centre.

The property is currently let on a lease for a term of 15 years which commenced on 22 December 2009 at a rental of £10,800 per annum, paid quarterly in advance.

### Accommodation

#### Ground Floor

Restaurant: 33.17sq.mtrs (357sq. ft) having Entrance Hall, Waiting Area, Bar and currently 22 Covers, Lobby with access to Separate Ladies and Gents Cloak Rooms each with wc and wash basin, Kitchen and lobby access to Preparation/Freezer Room

#### First Floor

Internal Stair Access to Bathroom with bath, wash basin and wc and Two Rooms

### Outside

(Rear) Yard/Garden Area with brick built stores

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233





## 212 Warwick Road, Sparkhill, Birmingham B11 2NB

### Property Description

A traditional mid terraced retail unit of brick construction surmounted by a pitched slate clad roof, having a substantial single storey extension to the rear and a separate flat located over. The property forms part of a parade of various retail units set back from Warwick Road (A41) behind a service road which provides useful vehicular parking. The property has recently undergone a number of improvements including re-wiring, some re-plastering and tiling, the provision of gas fired central heating and in addition, the flat benefits from UPVC double glazed windows and new access stairs located to the rear.

### Planning

The property was granted planning consent from Birmingham City Council on 8th October 2009 (ref: 2009/03210/PA) for change of use from Financial and Professional Services (Use Class A2) to Restaurants and Cafes (Use Class A3) and use of the rear extension as a preparation area with external staircase to rear and installation of a roller shutter to the front.

A copy of the planning consent and associated documentation is available from either the Auctioneers or Birmingham City Council website: [www.birmingham.gov.uk/planningonline](http://www.birmingham.gov.uk/planningonline)

### Accommodation

#### Ground Floor

Retail Shop/Restaurant Premises: 92.58sq.mtrs (996sq.ft) with electric roller shutter protection to front and rear, Cloak Room with wc and wash basin and tiling to part walls and floor

#### First Floor

External Stair Access at rear to:

#### Separate Flat

Reception Hall/Dining Area, Shower Room with modern fittings comprising glazed shower enclosure, vanity wash basin and wc, Kitchen, Landing, Bedroom and Lounge

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233





**179 Reservoir Road, Erdington,  
Birmingham B23 6DJ**

**Property Description**

A double fronted end terraced property of brick construction surmounted by a tiled roof and set back from the road behind a block paved foregarden allowing for off road parking via a shared driveway. The property benefits from having UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. The property is located on Reservoir Road close to the junction with Slade Road. The property is within half a miles distance from Erdington High Street.

**Accommodation**
**Ground Floor**

Entrance Hallway, Lounge, Living Room, Dining Room, Kitchen and Pantry, stairs to first floor

**First Floor**

Three Bedrooms and Bathroom having panelled bath, wash basin and WC, Shower Room with walk in shower

**Outside**

(Front) Paved foregarden via a shared entry

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

#### Property Description:

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

#### Accommodation:

##### Ground Floor:

Communal Entrance Hall and Stairs to first floor

##### First Floor:

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

#### Outside:

(Front) Walled foregarden

(Rear) Communal gardens and parking area

#### Leasehold Information

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

Service Charge: Refer to Legal Pack

Ground Rent: Refer to Legal Pack

#### Legal Documents

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

#### Viewings:

Via Cottons – 0121 247 2233





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

#### Property Description:

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

#### Outside:

(Front) Walled foregarden

(Rear) Communal gardens and parking area

#### Leasehold Information:

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

Service Charge: Refer to Legal Pack

Ground Rent: Refer to Legal Pack

#### Legal Documents

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

#### Viewings:

Via Cottons – 0121 247 2233

#### Accommodation:

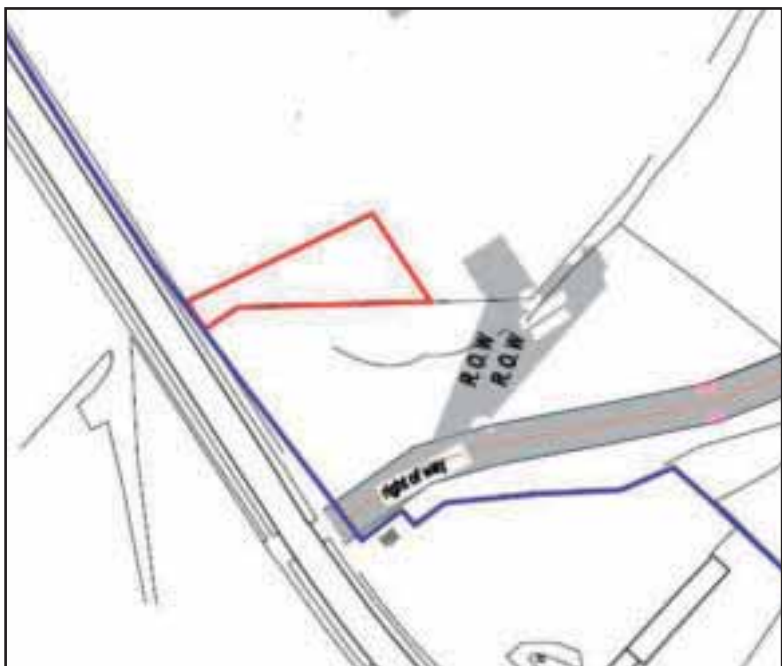
##### Ground Floor:

Communal Entrance Hall and Stairs to first floor

##### First Floor:

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





## Land 7d, Portway Hill, Tividale, Oldbury, Sandwell (adjacent B69 1PQ)

### Description:

A parcel of land extending to approximately 761sq.m. (0.18 Acres). The property comprises rough tree covered ground with a sloping road frontage to Portway Hill. The ground is level further into the site. It is fenced at the road frontage, unfenced otherwise. The site lies in a large area of open space which is bounded by housing to the North, East and South.

The site is located approximately 1.3 miles North West of Junction 2 of the M5 and 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 is at the top of

the hill on the right hand side 0.4 miles from Newbury Lane, 100 yards from south of the Lye Cross Road junction. Site boundaries have been surveyed but not marked but can be set out accurately for a nominal charge using GPS survey equipment.

### Planning:

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

### Legal Documents:

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

### Viewings:

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Tel 0121 247 2233



# Freehold Premises For Sale by Instruction of the Mortgagees (Not in Possession)



## 7 Bottrill Court, Bottrill Street, Nuneaton, Warwickshire, CV11 5JB

### Property Description

A Freehold single storey premises of brick construction surmounted by a pitched tile clad roof. We understand the property has previously been used as office accommodation and is situated to the rear of a car parking area belonging to Bottrill Court. We further understand the property benefits from a pedestrian right of way off Abbey Green. Bottrill Street leads off Manor Court Road and the property is located within approximately one miles distance from Nuneaton Town Centre.

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.

### Accommodation

Not inspected

### Legal Documents

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

### 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

### No viewing access available



## View of Bottrill Court from Bottrill Street





## Southbourne House, 219 Gloucester Road, Cheltenham, Gloucestershire GL51 8NJ

### Property Description:

A detached three storey residence previously used as a Care Home and of part rendered traditional brick construction surmounted by a pitched tile clad roof. The property provides well laid out accommodation benefiting from gas fired central heating and requires cosmetic improvement throughout. The property is situated to the western section of Gloucester Road (B4633) close to Cheltenham Spa Railway Station and within approximately half a mile distance from Cheltenham Town Centre which comprises of an historic Regency Spa Town containing a stylish range of shops and restaurants.

### Accommodation:

#### Ground Floor:

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

#### First Floor:

Stairs and Landing, Bedroom One (double) with En-suite Cloak Room having wc and wash basin, Bedroom

Two (double), Bedroom Three (large single), Bathroom with panelled bath, pedestal wash basin and wc

### Second Floor:

Stairs and Landing, Bedroom Four (double) previously used as an office

### Outside:

(Front) Walled foregarden

(Rear) Pedestrian side gated access to paved yard/patio, store/utility room and lawned garden

### Gross Internal Area:

Ground Floor: 71.67sq.mtrs (771sq.ft)  
First Floor: 61sq.mtrs (656sq.ft)  
Second Floor: 25sq.mtrs (269sq.ft)  
Total: 157sq.mtrs (1,689sq.ft)

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233

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## 2 Fourlands Road, Northfield, Birmingham, B31 1EX

### Property Description:

A semi detached property of brick construction, surmounted by a pitched roof and benefitting from gas fired central heating, upvc double glazing, four bedrooms and off road parking to the front. The property is currently let on an Assured Shorthold Tenancy at a rental of £525pcm (£6,300pa)

### First Floor:

Stairs and Landing, Four Bedrooms, Bathroom

### Outside:

(Front) Driveway provided Off Road Parking with Lawned Garden

(Rear) Lawned Garden

### Accommodation:

#### Ground Floor:

Reception Hall, Separate WC, Reception Room 1, Reception Room 2, Kitchen/Diner

### Legal Documents

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

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**54 & 54a Long Lane, Halesowen,  
West Midlands, B62 9LS**

**Property Description:**

The property comprises of a ground floor retail premises together with a self contained one bedroom flat to the first floor. The property is of brick construction and surmounted by a tile clad roof. The ground and first floor are currently let producing a rental of £10,500 per annum, a schedule of tenancies are detailed below. The tenant on the ground floor has recently agreed a new five year lease however has been in occupation since 2003. Long Lane (A4043) is located off Halesowen Road (A458) and the property is within approximately half a mile distance to Halesowen town centre.

**Accommodation:**

**Ground Floor (Retail Shop)**

Retail area, Workshop, Rear Store Room, and WC

**First Floor Flat (accessed from a separate entry on the ground floor)**

Kitchen/Reception Room, Bedroom and Bathroom having panel bath with shower over, WC and wash basin

**Outside:**

(Rear) – Yard with Store

**Tenancies:**

The ground floor is currently let on a lease for a term of 5 years from 20th August 2010 at a rental of £550 per month (£6,600 per annum)

The first floor is let on an assured shorthold tenancy producing a rental of £325 per month (£3900 per annum).

**Legal Documents**

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

**Viewings:**

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**LOT 63****Freehold Commercial Premises  
By Order of the Mortgagees****31 Comer Road,  
Worcester,  
Worcestershire,  
WR2 5HU****Property Description**

A semi detached commercial premises of traditional brick construction surmounted by a pitched roof. The premises currently comprises of a Ground Floor Retail Shop together with a self contained flat over, which is accessed at the rear via a side walkway.

The property itself is located on Comer Road and is virtually opposite the junction with Lapal Close approximately 1 mile to the West of Worcester City Centre.

**Accommodation****Ground Floor**

Retail Shop extending to approximately 29.7sq m (320sq ft)

Rear Store extending to approximately 7.3 sq m (79sq ft)  
Kitchen and separate WC

**First Floor**

Living Room, Two Bedrooms, Kitchen and Bathroom

**Outside**

Front – The property fronts Comer Road, behind paved forecourt  
Rear – Lawned Garden with self contained access to First Floor

**Legal Documents**

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

**Viewings**

Via Cottons – 0121 247 2233

**LOT 64****Leasehold Vacant Possession****135A Perry Walk, Blackrock Road, Erdington,  
Birmingham B23 7XL****Property Description**

A ground floor studio flat located in a purpose built block set back from the road behind a lawned foregarden. The property benefits from having gas fired central heating and one allocated parking space. Perry Walk is located off Blackrock Road which in turn can be found off Faulkners Farm Drive.

**Accommodation****Ground Floor**

Entrance Porch, Lounge/Bedroom, Kitchen and Bathroom having panelled bath, wash basin and WC

**Outside**

Communal lawned garden and allocated parking space

**Leasehold Details**

Term – 99 years from 25 December 1987  
Rent - £20 rising to £160  
Ground Rent – See legal pack

**Legal Documents**

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

**Viewings**

Via Cottons – 0121 247 2233







## Former Garage Yard, Rear of 1 – 7 Chestnut Road, Moseley, Birmingham B13 9AJ

### Description:

A parcel of freehold land irregular in shape, extending to an area of 0.132 acres (530 sq. mtrs) and previously used as a lock up garage yard containing 18 individual garages which were demolished and cleared several years ago. The site has been within the ownership of the vendors since 1987 and is situated to the rear of numbers 1 to 7 Chestnut Road and is accessed by way of a partly owned driveway located adjacent to number 1. Chestnut Road leads directly off Church Road which in turn leads off Wake Green Road (B4217) and the site is located within approximately one third of a mile distance from Moseley Shopping Centre.

### Planning:

The site has previously been used as a lock up garage yard and all interested parties are advised to discuss any proposals which they may have for the site with the local planning department at Birmingham City Council prior to bidding.



### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233





### Lock-up Garage to the rear of Crystal Court, Rangeways Road, Kingswinford DY6 8QQ

#### Description:

A single lock-up garage of brick construction with a recently replaced roof covering and up and over door, situated in a yard to the rear of a development known as Crystal Court and located off Rangeways Road adjacent to The High Acres Public House. The property is offered for sale with vacant possession and may be of particular interest to either investors or local residents. The garage is situated in a predominantly residential area and Rangeways Road is a continuation of Auckland Road which joins Stream Road (A491) at the junction with Wordsley Hospital.

#### Leasehold Information:

Term: 99 year lease from 25 March 2007  
Current Ground Rent: £25 per annum

#### Legal Documents

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

#### Viewings

Via Cottons – 0121 247 2233





## 35 Cartbridge Lane, Walsall, West Midlands WS4 1SB

### Property Description

A link detached three bedroom bungalow of brick construction surmounted by a tile clad roof set back from the road behind a lawned foregarden and shared tarmacadam driveway leading to garage and allowing for off road parking. The property benefits from having well laid out accommodation and gas fired central heating. Cartbridge Lane is located off Lichfield Road (A461) and the property is within approximately a mile and a quarters distance from Walsall Town Centre.

### Accommodation

#### Ground Floor

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

#### Outside

(Front) Lawned garden and shared driveway leading to garage

(Rear) Garden

### Legal Documents


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

### Viewings

Via Cottons – 0121 247 2233

## --- Legal Documents Online ---



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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.**



**119 Lime Street,  
Wolverhampton  
WV3 0EX**

### Property Description

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

### Accommodation

#### Ground Floor

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

#### First Floor

Stairs and Landing, Two Double Bedrooms



### Outside

(Rear) Yard and garden

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

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

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

### Property Description

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

### Accommodation

#### Ground Floor

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

#### First Floor

Stairs and Landing, Two Double Bedrooms



### Outside

(Front) Small walled foregarden

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

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233

## Freehold Vacant Possession

**86 Clarence Road,  
Handsworth,  
Birmingham B21 0EE**

### Property Description

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating and UPVC double glazed windows. Clarence Road leads off Holyhead Road (A41) which joins Soho Road and provides access to a wide range of local retail amenities and services.

### Accommodation

#### Ground Floor

Lounge, Dining Room, Extended Breakfast Kitchen

#### First Floor

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

### Outside

(Front) Small foregarden

(Rear) Yard and garden with pedestrian access



### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233





## 27 Robert Avenue, Birmingham B23 5RD

### Property Description:

A semi detached property of brick construction surmounted by a interlocking hipped tile clad roof set back from the road behind a lawned foregarden and driveway giving access to garage and allowing for off road parking. The property benefits from having the majority UPVC double glazed windows and gas fired central heating. Robert Avenue is a cul de sac located off Courts Lane which in turn can be found off Shortheath Road and the property is within approximately half a miles distance from Erdington High Street.

### Accommodation:

#### Ground Floor:

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

#### First Floor:

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

#### Outside:

(Front) Lawned foregarden and driveway  
(Rear) Garden

### Legal Documents

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

### Viewings:

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## 41 – 43 Alum Rock Road, Alum Rock, Birmingham B8 1LR

### Property Description:

A double retail unit of two storey brick construction surmounted by a pitched tile clad roof currently used for the sale of caravan and camping equipment and benefiting from integral vehicular access leading to a rear yard area providing useful storage and loading facility. The property directly fronts Alum Rock Road and forms part of a busy shopping street containing a wide range of local retail shops and services which serve the surrounding predominantly residential catchment area.

### Lease Information:

The property is currently let, trading as Harlew Caravans, holding over on a full repairing and insuring lease at a current rental of £5,750 per annum.

Negotiations have been taking place between the landlord's agents (Bruton Knowles) and the tenants, for a new lease at a significantly increased rental. The landlords agents estimate that the market rental is circa £14,000 per annum.

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

### Accommodation:

#### Ground Floor:

Retail Shop, Internal Store Room, Kitchen and Single Storey Rear Extension providing Further Storage

#### First Floor:

Office and Storage Accommodation

### Net Internal Area:

Ground Floor:

167.18sq.mtrs (1,799sq.ft)

First Floor:

68.45sq.mtrs (736sq.ft)

### Outside:

Integral vehicular access to rear yard extending to an area of approximately 231 sq mtrs (2486 sq ft) having external wc facilities

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





**71 Alum Rock Road, Alum Rock,  
Birmingham B8 1LY**

**Property Description**

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

**Lease Information:**

The property is currently let, trading as M I Jewellers, for a term of 10 years which commenced on 29 September 2001 on full repairing and insuring terms at a current rental of £11,000 per annum

**Accommodation:**

**Ground Floor:**

Retail Shop, Rear Area comprising of Internal Storage, Workshop and WC

**Net Internal Area:**

101.75sq.mtrs approximately (1,094sq. ft approximately)

**First Floor**

One Bedroom Flat with Kitchen and Bathroom (Not Inspected)

**Legal Documents**

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

**Viewings**

Via Cottons – 0121 247 2233



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### 123 Alum Rock Road, Alum Rock, Birmingham, B8 1ND

#### Property Description

A traditional built two storey mid terraced retail unit, being half of a double premises known as Shahi Kebab House and whereby the accommodation has been merged with 125 Alum Rock Road (not owned by the vendors). The property is currently used as a hot food takeaway and directly fronts Alum Rock Road which comprises of a busy shopping street containing a wide range of retail amenities and services which serve the surrounding predominantly residential catchment area.

#### Lease Information:

The property is currently let, trading as Shahi Kebab House, on a lease for a term of 11 years which expires on 24 December 2010 on full repairing and insuring terms and at a current rental of £8,500 per annum

#### Accommodation

##### Ground Floor

Retail Unit fitted out as a hot food takeaway, Food Preparation Area, Internal Storage and WC facilities

##### Net Internal Area:

96.14sq.mtrs approximately (1,034sq.ft approximately)

##### First Floor

Accommodation not inspected  
Access only available from the adjoining unit (125 Alum Rock Road)

#### Legal Documents

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

#### Viewings

Via Cottons – 0121 247 2233



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 21st October 2010** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





# Freehold Former Public House By Order of the Mortgagees in Possession



## The Bell, 31 Market Place, Willenhall, West Midlands WV13 2AA

### Property Description:

A former Public House known as The Bell Inn, constructed of traditional brick, surmounted by a multi pitched tile clad roof and requiring complete repair and improvement throughout. The property overlooks Market Place where markets are regularly held every Wednesday, Friday and Saturday and forms part of Willenhall Town Centre which contains a wide range of retail amenities servicing the local catchment area.

### Planning:

The property may be suitable for a variety of alternate uses and we recommend that all interested parties contact the local planning department of Wolverhampton City Council prior to bidding to discuss any proposals which they may have.

### Accommodation:

#### Ground Floor:

Entrance, Bar Area, Lobby, Ladies and Gents Toilets, Rear Store Room with Cellar Access comprising of Two Rooms, Rear Entrance Hall, Further Store Room

#### First Floor:

Stairs and Landing, Four Rooms, Cloak Room with wc

#### Outside:

Side yard/beer garden and rear yard

### Gross Internal Area:

Ground Floor: 144.7 sq. mtrs (1557 sq ft)  
First Floor: 120.8 sq mtrs (1300 sq ft)  
Total: 265.5 sq mtrs (2857 sq ft)

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233

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





## 24 Moor End Lane, Erdington, Birmingham B24 9DJ

### Property Description:

A detached two bedroom bungalow of rendered brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, however does require modernisation and improvement. Moor End Lane is located off Fern Road and the property itself is within approximately a quarter of a mile from Erdington High Street.

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

### Accommodation:

#### Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Kitchen, two Bedrooms and

## 69 Warren Road, Washwood Heath, Birmingham B8 2YD

### Property Description

A traditional end terraced house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from three bedrooms and modern fitted kitchen units but requiring some general modernisation and cosmetic improvement throughout. Warren Road leads directly off Church Road and forms part of an established area containing a range of traditional terraced housing.



### Accommodation

#### Ground Floor

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

#### First Floor

Stairs and Landing, Three Bedrooms, Shower Room with shower, pedestal wash basin and wc, Cloak Room (wc not fitted)

### Outside

(Front) Foregarden  
(Rear) Yard and garden

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233





**17 Rothley Walk, Kings Norton,  
Birmingham, West Midlands, B38 8JE**

**Property Description:**

An end terrace dwelling house benefitting from upvc double glazing, but otherwise requiring improvement and structural repair. The property is located in a predominantly residential housing estate, on a pedestrian walkway that leads off Ivyhouse Road, which in turn runs off Rednal Road.

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

Reception Hall, Through Lounge, Kitchen

**First Floor:**

Stairs and Landing, Three Bedrooms, Bathroom

**Outside:**

(Front) Lawned 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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## 45 Laurel Road, Highfields, Leicester LE2 1FR

### Property Description:

An end terraced traditional built property of part rendered brick construction surmounted by a pitched replacement tile clad roof, situated at the junction with Roslyn Street. The property was converted from a retail shop into two self contained flats having been granted planning approval on 10th January 1977 (Application Number Ref: 19761650) and each flat provides well laid out accommodation, each benefiting from separate gas and electricity meters and gas fired central heating. Laurel Road leads off St. Peters Road and the property is conveniently within less than one mile distance from Leicester City Centre.

### Accommodation:

#### Ground Floor:

##### Flat 45b

Reception Hall, Bedroom, Lobby, Lounge, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc

### First Floor:

#### Flat 45a

Entrance Hall, Stairs and Landing, Lounge, Bedroom One, Breakfast Kitchen, Bathroom with panelled bath, pedestal wash basin and wc

### Second Floor:

Stairs to Bedroom Two with eaves storage

### Outside:

Secure gated yard with brick store

### 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  
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**Please contact the Auction Team on**

**0121 247 2233**

**For further details and Terms & Conditions**







**77 Brandwood Park Road,  
Kings Heath,  
Birmingham B14 6QY**

**Property Description:**

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a foregarden and a wide grass verge. The property provides well laid out accommodation and is offered for sale in a presentable condition benefiting from UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fitments, three good sized bedrooms and a garage located to the rear. Brandwood Park Road leads off Monyhull Hall Road at the junction with Broad Lane and the property itself is situated between the junctions of Kernthorpe Road and Yarningale Road.

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

Vestibule Porch, Reception Hall, Front Reception Room opening to Rear Living Room, Kitchen with a range of modern fitments, Covered Side Area/ Utility Room

**First Floor:**

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (large single), Bathroom with modern suite comprising panelled bath with electric shower over, pedestal wash basin and wc

**Outside:**

(Front) Lawned foregarden with block paved hard standing

(Rear) Paved patio, lawned garden and a free standing garage accessed by way of a rear vehicular right of way off Brandwood Park Road

**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



## 859 Wolverhampton Road, Oldbury, West Midlands B69 4RU

### Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating and UPVC double glazed windows but requiring some cosmetic improvement. The property occupies an elevated position set back from Wolverhampton Road behind a verge area and is conveniently located within approximately half a mile distance from the M5 Motorway (junction 2)

### Accommodation:

#### Ground Floor:

Entrance Hall, Lounge, Kitchen with Pantry, Shower Room with shower, pedestal wash basin and wc

#### First Floor:

Stairs and Landing, Three Bedrooms



### Outside:

(Front) Foregarden

(Rear) Partly paved garden

### Legal Documents

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

### Viewings:

Via Cottons – 0121 247 2233

## 259 Causeway Green Road, Oldbury, West Midlands B68 8LT

### Property Description

A traditional mid terraced house of brick construction surmounted by a pitched asphalted slate clad roof, benefiting from part UPVC double glazed windows but requiring complete modernisation and improvement throughout. The property is situated between the junctions of Ashes Road and Pool Lane close to a range of local shops and amenities and virtually opposite a public car park (free of charge) which serves as a useful amenity. Causeway Green Road leads off Wolverhampton Road and the property is conveniently within approximately three quarters of a mile distance from the M5 Motorway (junction 2)

### Accommodation

#### Ground Floor

Front Reception Room, Inner hall, Rear Reception Room, Kitchen/Veranda, Bathroom with bath, wash basin and wc

#### First Floor

Stairs and Landing, Two Double Bedrooms



### Outside

(Front) Paved foregarden

(Rear) Pedestrian shared entry access to yard with a range of brick built outbuildings and garden

### Legal Documents

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

### Viewings

Via Cottons – 0121 247 2233



# Cottons

## Chartered Surveyors

### Commercial Agency TO LET

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

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

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



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

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

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

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

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

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



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

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

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

**For further details, please contact:**

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

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

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



## Commercial Agency FOR SALE



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

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

**Total Floor Area – 1,037sq.ft.**

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

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



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

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

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

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

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

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



**For further details, please contact:**  
**Steve Smith B.Sc.(Hons) MRICS MNAVA**  
**361 Hagley Road, Edgbaston, Birmingham B17 8DL**  
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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:  
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# Cottons

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### **‘The Auctioneers’**

Cottons have been successfully disposing of property by Auction for well in excess of 50 years and are well established as one of the leading Auctioneers outside of London.

Our major auctions are held regularly at The Aston Villa Football Club and typically comprise of an extensive range of residential and commercial property, land and ground rent investments.

Whilst our catalogue will normally comprise of property within the Midlands Region, we have a proven track record for selling lots further afield and extending across the U.K.

**IF YOU HAVE A PROPERTY TO INCLUDE IN A FUTURE AUCTION CONTACT THE AUCTION TEAM NOW ON 0121 247 2233**

**In addition, our extensive knowledge and expertise developed over the years enables us to provide our clients with a comprehensive range of quality services comprising;**

### **‘The Estate Agents’**

We now offer an unrivalled Estate Agency service from our offices at 361 Hagley Road, Edgbaston. For a list of properties currently available or for a free market appraisal please telephone 0121 247 4747.

### **‘The Letting Agents’**

We provide a specialised letting service for both Landlords and Tenants.

### **‘The Property Managers’**

We currently manage an extensive range of residential, commercial and industrial property throughout the UK for both private and corporate clients.

### **‘The Estate Managers’**

We specialise in managing estate property of all types whether it be a block of flats/apartments, an office development, an industrial estate or a ground rent portfolio.

### **‘The Surveyors’**

Our survey and valuation department is experienced in the valuation of all types of residential and commercial property.

### **‘The Property Insurance Specialists’**

In conjunction with our brokers we can offer an extensive range of Insurance services for all types of property including buildings and contents cover and landlord's rental guarantee.

**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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