

**23rd FEBRUARY 2016**

# **Cottons**

CHARTERED SURVEYORS

## **AUCTION**

TUESDAY 23rd FEBRUARY 2016

11:00 AM

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## **LOCATION**

ASTON VILLA FOOTBALL CLUB

VILLA PARK

BIRMINGHAM

B6 6HE

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0121 247 2233 [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)

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

## Important notice to be read by all bidders

### Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection prior to the auction sale at the Vendors Solicitors and Auctioneers offices and online at [www.cottons.co.uk](http://www.cottons.co.uk) and will also be available for inspection in the sale room on the day of the auction, but they will NOT then be read.

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

### Auctioneers Advice

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

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. Prospective purchasers are advised to undertake their own investigations.
6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

## IMPORTANT NOTICE

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

### Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

Money Laundering Regulations were introduced by the Government from 1st March 2004 governing the way in which auction deposits are taken.

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

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

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 2.00% surcharge is payable.

Please note we only accept Visa and MasterCard. All cards must be Chip & Pin enabled.

### ID

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

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

### Third Party Bidding

If bidding on behalf of a third party, the bidder must provide the name and address of that third party on whose behalf they are bidding, together

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

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.

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

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

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

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

13. The successful bidder will be required to pay an Administration Fee of £695 + 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 £195 + VAT.

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

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

with required identification documents for both the successful bidder and for the third party, together with the third party's written authority under which the bid has been made.

If bidding for a company evidence of the company's incorporation, directorships and required identification documents for the authorised officer together with written authority to bid should be provided.

The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid and pay the auctioneer's administration fee before leaving the auction room.

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

### Misrepresentation Act

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

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

### Definition

#### Definition of Guide Prices

The guide price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website and by the auctioneer prior to the lot being offered.

#### Definition of Reserve Price

The reserve price is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. It is usual, but not always the case that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing and the Final Reserve Price will be agreed between the auctioneer and the seller prior to the auction sale. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

# A Collective Auction Sale of 58 LOTS

## Order of Sale

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

By instruction of a variety of Vendors including Coventry City Council, Solicitors, Joint Property Agents, Companies and Private Clients.

1	45 WINDSOR STREET, WALSALL, WEST MIDLANDS	WS1 4DA	Freehold Vacant Residential	47	156 BEVAN LEE ROAD, CANNOCK, STAFFORDSHIRE	WS11 4PT	Freehold Vacant Commercial
2	6 GREEN STREET, SMETHWICK, WEST MIDLANDS	B67 7BX	Freehold Vacant Residential	48	280 ROTTON PARK ROAD, EDGBASTON, BIRMINGHAM,	B16 0JH	Freehold Vacant Residential
3	8 ALLENDALE COURT, STUDLEY, WARWICKSHIRE	B80 7PZ	Leasehold Vacant Residential	49	282 ROTTON PARK ROAD, EDGBASTON, BIRMINGHAM,	B16 0JH	Freehold Vacant Residential
4	FLAT 2 BELL COURT, BELL STREET SOUTH, BRIERLEY HILL	DY5 3EX	Leasehold Residential Investment	50	1 HENSHALL HOUSE, TAPTON LOCK HILL, CHESTERFIELD, DERBYSHIRE	S41 7GH	Leasehold Residential Investment
5	FLAT 5 BELL COURT, BELL STREET SOUTH, BRIERLEY HILL	DY5 3EX	Leasehold Residential Investment	51	5 HENSHALL HOUSE, TAPTON LOCK HILL, CHESTERFIELD, DERBYSHIRE	S41 7GH	Leasehold Residential Investment
6	FLAT 7 BELL COURT, BELL STREET SOUTH, BRIERLEY HILL	DY5 3EX	Leasehold Vacant Residential	52	2 RIAN CT, SURFEIT HILL ROAD, CRADLEY HEATH, WEST MIDLANDS	B64 7DN	Freehold Vacant Residential
7	FLAT 8 BELL COURT, BELL STREET SOUTH, BRIERLEY HILL	DY5 3EX	Leasehold Residential Investment	53	93 ALL SAINTS ROAD, WOLVERHAMPTON,	WV2 1EJ	Freehold Vacant Residential
8	FLAT 9 BELL COURT, BELL STREET SOUTH, BRIERLEY HILL	DY5 3EX	Leasehold Residential Investment	54	11 OATLANDS WALK, DRUIDS HEATH, BIRMINGHAM,	B14 5QD	Freehold Vacant Residential
9	132 HAWKESYARD ROAD, ERDINGTON, BIRMINGHAM,	B24 8LF	Freehold Vacant Residential	55	FLAT 11 PARKHALL GARDENS, ROSEMARY AV, WOLVERHAMPTON,	WV4 5BN	Leasehold Vacant Residential
10	FLAT 1 FALSTAFF COURT, SPRINGFIELD ROAD, SUTTON COLDFIELD,	B75 7JH	Leasehold Residential Investment	56	ST PAULS CHURCH HOUSE, HAWBUSH ROAD, BRIERLEY HILL,	DY5 3NL	Freehold Vacant Residential
11	37 CENTRAL DRIVE, DUDLEY, WEST MIDLANDS	DY3 2QE	Leasehold Vacant Residential	57	69 NEWTON GARDENS, GREAT BARR, BIRMINGHAM,	B43 5DY	Leasehold Vacant Residential
12	21 BRINDLEY COURT, WILKINS DRIVE, ALLENTON, DERBY,	DE24 8YR	Leasehold Residential Investment	58	87 HENSHAW ROAD, SMALL HEATH, BIRMINGHAM,	B10 0SX	Freehold Vacant Residential
13	THE OSIERS, 157 ATHERSTONE ROAD, MEASHAM, LEICESTERSHIRE	DE12 7EQ	Freehold Vacant Residential	<div><b>Auctioneers</b> Andrew J. Barden MRICS, FNAVA, John Day FRICS, FNAVA, Kenneth F. Davis FRICS  <b>Valuers:</b> Ian M. Axon, Stephen, D. Sutton B.Sc. (Est.Man.) FRICS Dan O'Malley B.Sc. (Hons.) HND  <b>Auction Manager:</b> Sue Worrall  <b>Auction Team:</b> Richard Longden B.Sc.(Hons.) MRICS, Nada Turton B.A, Julie Murphy, Sharron Sheldon, John Askam B.A, Joanne Palmer, Laura Steventon B.A, Jason Coombes B.A, Ossie O'Malley, Andrew Smith, Nick Burton, Richard Gaines, Kevin Hogan, Trish Doyle.</div>			
14	153 MILLFIELDS ROAD, BILSTON, WEST MIDLANDS	WV4 6JE	Freehold Development Land				
15	774 COLLEGE ROAD, KINGSTANDING, BIRMINGHAM,	B44 0AL	Freehold Commercial Investment				
16	PENNY FARTHING ARCADE, HIGH STREET, SEDGLEY, DUDLEY	DY3 1RW	Freehold Commercial Investment				
17	7 BOSBURY TERRACE, STIRCHLEY, BIRMINGHAM,	B30 2PB	Freehold Vacant Residential				
18	269 FENPARK ROAD, STOKE-ON-TRENT,	ST4 2NP	Freehold Residential Investment				
19	31 ENDWOOD COURT ROAD, HANDSWORTH WOOD, BIRMINGHAM,	B20 2RX	Freehold Vacant Residential				
20	7 GREEN STREET, SMETHWICK, WEST MIDLANDS	B67 7BX	Freehold Vacant Residential/Office				
21	70 FAIRWAY GREEN, BILSTON, WEST MIDLANDS	WV14 6DE	Freehold Residential Investment				
22	79 DUDLEY ROAD WEST, TIVIDALE,, OLDBURY, WEST MIDLANDS	B69 2HT	Freehold Vacant Residential				
23	1 HENSHAW PLACE, SMALL HEATH, BIRMINGHAM,	B10 0TD	Freehold Vacant Residential				
24	LAND AT WILLIS PEARSON AVENUE, BILSTON, WEST MIDLANDS	WV14 8DA	Freehold Development Land				
25	97 SUTTON ROAD, ERDINGTON, BIRMINGHAM,	B23 5XA	Freehold Residential Investment				
26	FORMER CARETAKERS HOUSE, HEATHCOTE ST, RADFORD, COVENTRY	CV6 3BL	Freehold Vacant Residential				
27	LAND AT TORCROSS AVENUE, WYKEN, COVENTRY	CV2 3NW	Freehold Land				
28	LAND OFF HASTINGS ROAD, UPPER STOKE, COVENTRY	CV2 4JE	Freehold Land				
29	LAND AT AWSON STREET, FOLESHILL, COVENTRY	CV6 5GJ	Freehold Land				
30	ABBEYFIELD HOUSE, 1A DURHAM CRESCENT, ALLESLEY, COVENTRY,	CV5 9GA	Freehold Vacant Care Home				
31	2A, 2B & 2C SPINNEY LANE & 44 WHITTLEFORD ROAD, NUNEATON,	CV10 9HU	Freehold Residential Investment				
32	FLAT 42 NORMANTON TOWER, PORTFIELD GROVE, BIRMINGHAM,	B23 5UB	Leasehold Residential Investment				
33	68 LEONARDS CLOSE, DONNINGTON,, TELFORD,, SHROPSHIRE	TF2 8BQ	Leasehold Residential Investment				
34	76 WOODHOUSE CRESCENT, TRENCH,, TELFORD,, SHROPSHIRE	TF2 7HD	Freehold Residential Investment				
35	36 FIBBERSLEY, WEDNESFIELD, WOLVERHAMPTON,	WV11 3SU	Freehold Vacant Residential				
36	46 LEWIS STREET, TIPTON, WEST MIDLANDS	DY4 7ED	Freehold Residential Investment				
37	FLAT 11, JAFFRAY COURT, 52 GRAVELLY HILL NORTH, ERDINGTON,	B23 6BB	Leasehold Residential Investment				
38	9 STOCKTON COURT, MASON STREET, BILSTON,, WEST MIDLANDS	WV14 9SY	Leasehold Residential Investment				
39	15 STOCKTON COURT, MASON STREET, BILSTON,, WEST MIDLANDS	WV14 9SY	Leasehold Residential Investment				
40	450 MOSELEY ROAD, BALSALL HEATH, BIRMINGHAM,	B12 9AN	Freehold Vacant Commercial				
41	43 WINDSOR STREET, WALSALL, WEST MIDLANDS	WS1 4DA	Freehold Vacant Residential				
42	68 BLANDFORD ROAD, QUINTON, BIRMINGHAM,	B32 2LP	Freehold Vacant Residential				
43	681 - 681A STRATFORD ROAD, SPARKHILL, BIRMINGHAM,	B11 4DX	Freehold Vacant Commercial				
44	98 BRETTELL LANE, AMBLECOTE, STOURBRIDGE, WEST MIDLANDS	DY8 4BS	Freehold Vacant Residential				
45	641 KINGSTANDING ROAD, KINGSTANDING, BIRMINGHAM,	B44 9SU	Leasehold Vacant Commercial				
46	26 BELLE VUE ROAD, ROWLEY REGIS, WEST MIDLANDS	B65 9ND	Freehold Vacant Residential				

**IMPORTANT NOTICE FOR PURCHASERS AT AUCTION**  
  
**All Bidders must arrive at the Auction with the required Identification Documents and appropriate means of Deposit Payment. If you fail to comply with these requirements, you will be unable to bid.**  
  
**ID REQUIREMENTS**

- Full UK Passport or Photo Driving Licence
- Recent Utility Bill, Council Tax Bill, or Bank Statement (not a mobile phone bill)

**DEPOSIT/PAYMENT METHODS**

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

A surcharge of 2.00% is payable for all credit cards and any card associated with a business account  
  
Please note we only accept Visa and MasterCard  
  
All cards must be Chip & Pin enabled  
  
**AUCTIONEER'S ADMINISTRATION FEE**  
**Immediately following your successful auction bid you are required to pay the auctioneer's administration charge as detailed in the auction catalogue**



## LOT 1

### Freehold Vacant Possession

\*Guide Price: £50,000 - £55,000

### 45 Windsor Street, Walsall, West Midlands WSI 4DA

#### Property Description:

An end terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazed windows and gas fired central heating and is generally offered for sale in a presentable condition. Windsor Street is located off both West Bromwich Street and Western Street and is within approximately half a miles distance from Walsall Centre

#### First Floor

Having Three Bedrooms

#### Outside:

Rear Paved garden

#### Legal Documents:

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

#### Viewings:

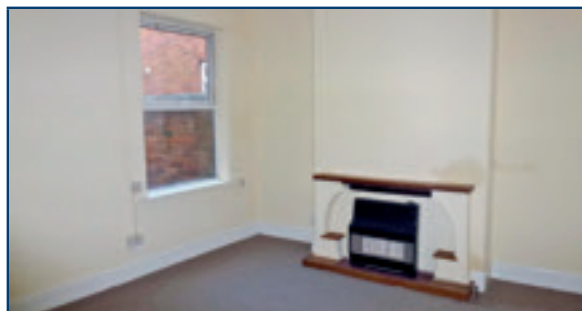
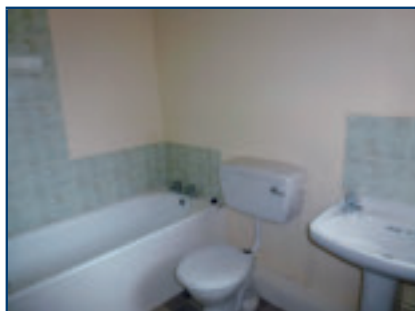
Via Cottons - 0121 247 2233



#### Accommodation:

##### Ground Floor

Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having panelled bath, wash basin and WC, Stairs to



## 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 £695 + 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 £195 + VAT. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

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

#### Debit/Credit Card

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 2.00% surcharge is payable.

#### Personal/Company Cheque/Bank or Building Society Draft

(cheques payments must be accompanied by a Bank/Building Society Statement showing proof of funds)

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

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

**Cottons**  
CHARTERED SURVEYORS



**LOT 2**
**Freehold Vacant Four Bedroom House**

\*Guide Price: £90,000 - £97,000

**6 Green Street, Smethwick, West Midlands B67 7BX**
**Property Description:**

A traditional mid terraced villa of two storey brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a walled foregarden and requiring modernisation and improvement. The property provides well laid out family accommodation including three reception rooms and four bedrooms and forms part of a popular and established residential area. Green Street leads directly off Stoney Lane which in turn leads off High Street and provides access to a wide range of local retail amenities and services.

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

Entrance Hall, Reception Hall, Cellar access

with One Room, Front Reception Room, Rear Reception Room, Dining Room with store, Kitchen, Utility Room

**First Floor**

Stairs and Landing, Four Bedrooms, Bathroom with pedestal wash basin and wc only

**Outside:**

Front: Walled foregarden

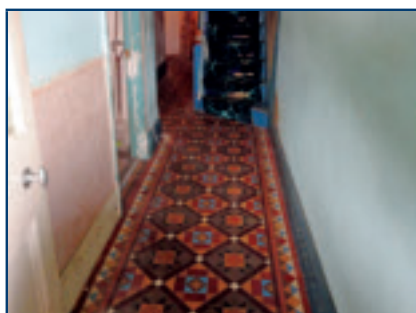
Rear: Yard, brick wc and garden

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



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[togetherness.com](http://togetherness.com)



## LOT 3

### Leasehold Vacant Two Bedroom Flat

\*Guide Price: £65,000 - £75,000

#### 8 Allendale Court, Studley, Warwickshire B80 7PZ

##### Property Description:

A purpose built well laid out two bedroom flat situated on the first floor of a two storey development of brick construction surmounted by a pitched interlocking tile clad roof. The property benefits from UPVC double glazed windows, independent part gas heating but requires modernisation and improvement throughout.

Allendale Court is located in the popular Village of Studley and leads off Allendale Crescent which leads via Watts Road off Bromsgrove Road (A448) to the west and Alcester Road (A435) to the east. Studley comprises a popular commuter village and contains a range of retail amenities and services along with schools and public amenities.

##### Accommodation:

###### Ground Floor

Communal Entrance Hall with security door entry system

###### First Floor

Stairs and Communal Landing, Reception Hall, Lounge, Breakfast Kitchen, Bedroom One (double), Bedroom Two (single), Bathroom with bath having shower over, pedestal wash basin and wc



##### Outside:

Rear garden

##### Viewings:

Via Cottons – 0121 247 2233

##### Leasehold Information

Lease Term: 125 Years from 11 June 1990

Ground Rent: £10 per annum

Service Charge: £442 per annum (2015)

##### Legal Documents:

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

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CHARTERED SURVEYORS

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

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

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

**Tel 0121 247 2233**



## LOT 4

### Leasehold Flat Investment (Rent £4,740 per annum)

\*Guide Price: £25,000 - £30,000

#### Flat 2 Bell Court, Bell Street South, Brierley Hill, West Midlands DY5 3EX

##### Property Description:

A one bedroom flat situated on the first floor of the purpose built development having retail shops to the ground floor and accessed from a communal car parking area located to the rear leading off Bell Street South. The development is prominently situated at the junction of Bell Street South and Church Street/High Street (A461) and the property is within walking distance to Brierley Hill Town Centre and approximately half a mile from Merry Hill Shopping Centre.

##### Tenancy Information

The property is let on an Assured Shorthold tenancy at a rental of £395 per calendar month (£4,740 per annum).

##### Accommodation

###### Ground Floor

Communal Entrance and Stairwell

###### First Floor

Entrance Hall, Lounge, Bedroom, Bathroom with wc and Kitchen.

###### Outside

Communal car parking area located to the rear.

##### Leasehold Information

Lease Term: From 8 June 2009 to 26 May 2133

Ground Rent & Service Charge: Refer to Legal Pack

##### Legal Documents:

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

**Viewings:** Via Cottons - 0121 2472233



## LOT 5

### Leasehold Flat Investment (Rent £4,740 per annum)

\*Guide Price: £25,000 - £30,000

#### Flat 5 Bell Court, Bell Street South, Brierley Hill, West Midlands DY5 3EX

##### Property Description:

A one bedroom flat situated on the second floor of the purpose built development having retail shops to the ground floor and accessed from a communal car parking area located to the rear leading off Bell Street South. The development is prominently situated at the junction of Bell Street South and Church Street/High Street (A461) and the property is within walking distance to Brierley Hill Town Centre and approximately half a mile from Merry Hill Shopping Centre.

##### Tenancy Information

The property is let on an Assured Shorthold tenancy at a rental of £395 per calendar month (£4,740 per annum).

##### Accommodation

###### Ground Floor

Communal Entrance and Stairwell

###### Second Floor

Entrance Hall, Lounge, Bedroom, Bathroom with wc and Kitchen.

###### Outside

Communal car parking area located to the rear.

##### Leasehold Information

Lease Term: From 3 June 2009 to 26 May 2133

Ground Rent & Service Charge: Refer to Legal Pack

##### Legal Documents:

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

**Viewings:** Via Cottons - 0121 2472233



## LOT 6

### Leasehold Flat with Vacant Possession

\*Guide Price: £25,000 - £30,000

#### Flat 7 Bell Court, Bell Street South, Brierley Hill, West Midlands DY5 3EX

##### Property Description:

A one bedroom flat situated on the third floor of the purpose built development having retail shops to the ground floor and accessed from a communal car parking area located to the rear leading off Bell Street South.

The development is prominently situated at the junction of Bell Street South and Church Street/High Street (A461) and the property is within walking distance to Brierley Hill Town Centre and approximately half a mile from Merry Hill Shopping Centre.

##### Accommodation

###### Ground Floor

Communal Entrance and Stairwell

###### Third Floor

Entrance Hall, Lounge, Bedroom, Bathroom with wc and Kitchen.

###### Outside

Communal car parking area located to the rear.

##### Leasehold Information

Lease Term: From 3 June 2009 to 26 May 2133

Ground Rent & Service Charge: Refer to Legal Pack

##### Legal Documents:

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

**Viewings:** Via Cottons - 0121 2472233





## LOT 7

### Leasehold Flat Investment (Rent £4,740 per annum)

\*Guide Price: £25,000 - £30,000

#### Flat 8 Bell Court, Bell Street South, Brierley Hill, West Midlands DY5 3EX

##### Property Description:

A one bedroom flat situated on the third floor of the purpose built development having retail shops to the ground floor and accessed from a communal car parking area located to the rear leading off Bell Street South. The development is prominently situated at the junction of Bell Street South and Church Street/High Street (A461) and the property is within walking distance to Brierley Hill Town Centre and approximately half a mile from Merry Hill Shopping Centre.

##### Tenancy Information

The property is let on an Assured Shorthold tenancy at a rental of £395 per calendar month (£4,740 per annum).

##### Accommodation

###### Ground Floor

Communal Entrance and Stairwell

###### Third Floor

Entrance Hall, Lounge, Bedroom, Bathroom with wc and Kitchen.

###### Outside

Communal car parking area located to the rear.

##### Leasehold Information

Lease Term: From 3 June 2009 to 26 May 2133

Ground Rent & Service Charge: Refer to Legal Pack

##### Legal Documents:

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

Viewings: Via Cottons - 0121 2472233



## LOT 8

### Leasehold Flat Investment (Rent £4,740 per annum)

\*Guide Price: £25,000 - £30,000

#### Flat 9 Bell Court, Bell Street South, Brierley Hill, West Midlands DY5 3EX

##### Property Description:

A one bedroom flat situated on the third floor of the purpose built development having retail shops to the ground floor and accessed from a communal car parking area located to the rear leading off Bell Street South. The development is prominently situated at the junction of Bell Street South and Church Street/High Street (A461) and the property is within walking distance to Brierley Hill Town Centre and approximately half a mile from Merry Hill Shopping Centre.

##### Tenancy Information

The property is let on an Assured Shorthold tenancy at a rental of £395 per calendar month (£4,740 per annum).

##### Accommodation

###### Ground Floor

Communal Entrance and Stairwell

###### Third Floor

Entrance Hall, Lounge, Bedroom, Bathroom with wc and Kitchen.

###### Outside

Communal car parking area located to the rear.

##### Leasehold Information

Lease Term: From 3 June 2009 to 26 May 2133

Ground Rent & Service Charge: Refer to Legal Pack

##### Legal Documents:

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

Viewings: Via Cottons - 0121 2472233



## LEGAL PACKS

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

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

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

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

## LOT 9

### Freehold Vacant Possession

\*Guide Price: £65,000 - £69,000

### 132 Hawkesyard Road, Erdington, Birmingham, West Midlands B24 8LF

#### Property Description:

An end terraced property of brick construction surmounted by a hipped tile clad roof set back from the road behind a paved and walled foregarden. The property has been converted to provide two separate flats, both flats benefit from having UPVC double glazing and gas fired central heating. The ground floor flat requires modernisation and improvement however the first floor flat has been refurbished and contains modern kitchen and bathroom fittings. Hawkesyard Road is located off Tyburn Road and Wheelwright Road

#### Ground Floor Flat

Accessed via the rear having Kitchen,

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

#### First Floor Flat

Accessed via the front, stairs to Bedroom/Lounge, Kitchen/Diner and Bathroom having panelled bath, wash basin, shower cubicle and WC

#### Outside:

Front Wall and paved foregarden

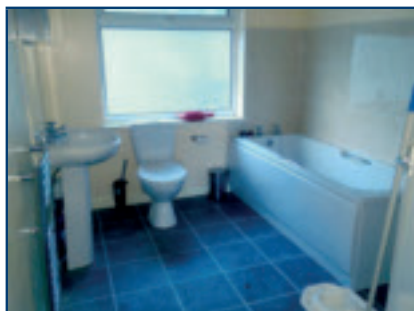
Rear Garden

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 10

### Leasehold Two Bedroom Flat Investment

\*Guide Price: £70,000 - £77,000

### Flat 1 Falstaff Court, Springfield Road, Sutton Coldfield, West Midlands B75 7JH

#### Property Description:

A purpose built two bedroom ground floor flat forming part of a three storey development of brick construction surmounted by a pitched tiled clad roof and set back from Springfield Road behind a foregarden and residents car parking area. The property provides well laid out accommodation and benefits from UPVC double glazed windows, gas fired central heating, replacement kitchen and bathroom fittings (installed in 2010) along with a lock up garage (number 1) located in an adjacent block. The property is situated virtually opposite the junction with Langley Hall Road on the outer edge of the Sutton Coldfield development and conveniently within two miles to the east of Sutton Coldfield Town Centre. The property is currently let on a Periodic Shorthold Tenancy at a rental of £475 pcm (£5,700 per annum). The tenant has been in occupation since 2009.

#### Accommodation:

##### Ground Floor

Communal Reception Hall, Private Entrance Hall, Lounge, Kitchen, Two Bedrooms, Bathroom with WC.

##### Outside:

Communal Garden, Residents Car Parking

and a Garage (number 1) located in an adjacent block.

#### Leasehold Information

**Lease Term:** 99 years (less 3 days) from 25th March 1967

**Ground Rent & Service Charge:** Refer to Legal Pack.

#### Legal Documents:

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

**Viewings:** Via Cottons - 0121 2472233





## LOT 11

### Leasehold Vacant Possession

\*Guide Price: £46,000 - £52,000

### 37 Central Drive, Lower Gornal, Dudley, West Midlands DY3 2QE

#### Property Description:

A three bedroomed duplex flat forming part of a purpose built three storey block. The property is situated over a retail premises. The property benefits from having gas fired central heating and UPVC double glazed windows throughout. Some cosmetic improvement is required throughout the property with exception to the kitchen which benefits from a modern refit. Central Drive is located off Himley Road (B4176) which in turn provides access to Dudley Town Centre which is approximately a mile and a half in distance.

#### Accommodation:

##### Ground Floor

Stairs leading to Terrace

##### First Floor

Entrance Hallway, Kitchen, Reception Room and WC

##### Second Floor

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

#### Outside:

Rear Garage located beneath terrace

#### Leasehold Information

**Term** 99 years from 31st January 1996

**Ground Rent** £50 rising to £150 per annum

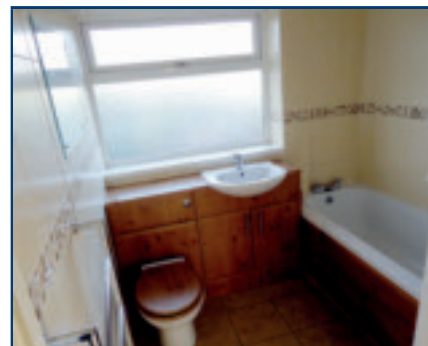
**Service Charge** Refer to legal pack

#### Legal Documents –

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

#### Viewings

Via Cottons – 0121 247 2233



## LOT 12

### Leasehold Residential Investment

\*Guide Price: £24,000 - £28,000

### 21 Brindley Court, Wilkins Drive, Allenton, Derby, Derbyshire DE24 8YR

#### Property Description:

A first floor one bedroomed flat situated in a purpose built block set back from the road behind communal garden area. Brindley Court is located off Wilkins Drive which in turn is located off Whitehurst Street. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £395 pcm (£4,740 pa)

#### Accommodation:

##### Ground Floor

Communal Entrance with stairs

##### First Floor

Entrance Hallway, Living Room, Kitchen, Bedroom and Shower Room having

shower cubicle, wash basin and WC

#### Outside:

Communal Gardens

#### Leasehold Information

**Term** 125 years from 1 May 1991

**Ground Rent** Refer to Legal Pack

**Service Charge** Refer to Legal Pack

#### Legal Documents –

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

#### Viewings

Via Cottons – 0121 247 2233





**LOT 13**
**Freehold Vacant Detached Dwelling House Situated on a 1/3 Acre Plot**  
 \*Guide Price: £160,000 PLUS

**The Osiers, 157 Atherstone Road, Measham, Swadlincote, Leicestershire, DE12 7EQ**

**Property Description:**

A modern detached house of two storey brick construction surmounted by a pitched interlocking tile clad roof, benefiting from UPVC double glazed windows, oil fired central heating, three double bedrooms, integral garage and occupying a substantial plot extending to an area of approximately on third of an acre (0.15 hectares). The property has a wide frontage to Atherstone Road and is situated adjacent to the Red Bank Brickworks having been originally built as a work's manager's house.

The property is situated on the outskirts of the large Village of Measham and Atherstone Road leads directly to High Street which contains a range of local retail shops and amenities being within approximately half a mile distance.

**Planning**

The substantial plot may provide scope for extension of the existing dwelling or additional development, all being subject to planning consent and all interested parties should discuss any proposals which they may have, prior to bidding, with the local planning department at North West Leicestershire District Council.

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

Covered Entrance, Reception Hall, Lounge, Sitting Room, Shower Room with modern suite comprising shower enclosure, vanity wash basin and wc, Dining Kitchen with a range of fitted units, walk-in Pantry, Rear Lobby with boiler cupboard and utility cupboard.

**First Floor**

Stairs and Gallery Landing, Three Double Bedrooms (Bedroom One having balcony access), Bathroom with panelled bath, pedestal wash basin and wc

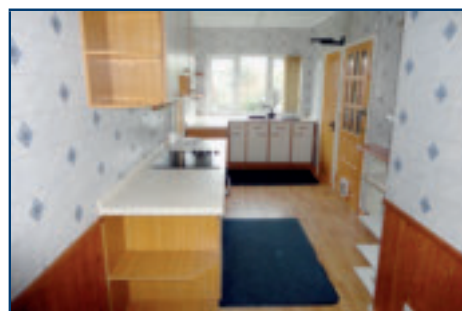
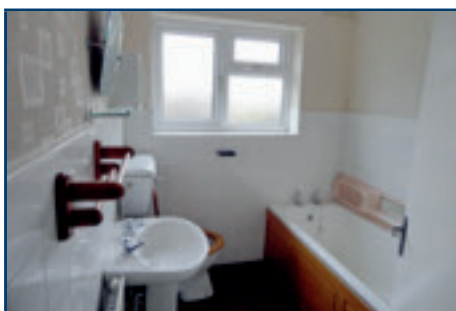
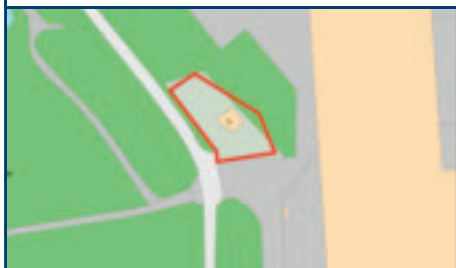
**Outside:**

Substantial surrounding lawned gardens with private driveway providing ample off road parking and leading to an integral garage

**Viewings:** Via Cottons – 0121 247 2233

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

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



## LOT 14

### Prominent Freehold Development Site - Consent for 13 Apartments

\*Guide Price: £200,000 - £220,000

**Residential Development Site 153 Millfields Road, Ettingshall, West Midlands, WV4 6JE**



#### Property Description:

A freehold residential redevelopment site prominently situated at the junction of Northfield Road (A4039) and Ettingshall Road (A4126) and formerly occupied by the Bulls Head Public House which has since been demolished.

The site extends to an area of 0.21 acres (859.7sq.mtrs) approximately and benefits from planning consent for a three storey development containing 13 apartments comprising a range of one, two and three bedroom units having private courtyard and secure vehicular parking.

The site forms part of an established mixed commercial and residential area and is located conveniently within approximately one and a half miles distance to the south east of Wolverhampton City Centre and within approximately four miles to the west of the M6 Motorway (junction 10)

#### Planning

Planning consent was granted by Wolverhampton City Council (Ref: 15/01150/FUL) and dated 18 November 2015 for a new residential development comprising of 13 one, two and three bedroom apartments with associated car parking. There is no requirement in the planning consent for payment of a section 106 contribution.



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

#### The approved plans detailed a development comprising of the following:

Apartment	Type	Size (sqm)
Apartment 1	2 Bedrooms	55sq.mtrs
Apartment 2	2 Bedrooms	63sq.mtrs
Apartment 3	1 Bedroom	51sq.mtrs
Apartment 4	2 Bedrooms	55sq.mtrs
Apartment 5	2 Bedrooms	63sq.mtrs
Apartment 6	1 Bedroom	50sq.mtrs
Apartment 7	2 Bedrooms	54sq.mtrs
Apartment 8	3 Bedrooms	82sq.mtrs
Apartment 9	2 Bedrooms	55sq.mtrs
Apartment 10	2 Bedrooms	63sq.mtrs
Apartment 11	1 Bedroom	50sq.mtrs
Apartment 12	2 Bedrooms	54sq.mtrs
Apartment 13	3 Bedrooms	82sq.mtrs

A copy of the planning consent and plans are available from the Auctioneers or Wolverhampton City Council Website.

**Viewings:** Via Cottons – 0121 247 2233

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





**LOT 15****Freehold Shop/Residential Investment - Gross Rental Income - £17,600 PA****\*Guide Price: £135,000-£145,000****774 College Road, Kingstanding, Birmingham, B44 0AL****Property Description:**

A high yielding freehold retail/residential investment property located on College Road, Kingstanding, secured on a Hot Food Takeaway with a self-contained, two-bedroom flat above.

The property is located on the north western side of College Road (A453), close to its junction with Twickenham Road and forms part of an established shopping parade, located within a predominantly residential area, approximately 6 miles north of Birmingham City Centre and 2 miles south west of Sutton Coldfield.

The property comprises a two-storey, semi-detached building, arranged to provide a ground floor lock-up shop used as a Hot Food Takeaway, with a self-contained two-bedroomed flat above, approached via a side access.

The building is of traditional two-storey, semi-detached brickwork construction with a pitched mansard-style, slate roof. There is a side access to the flat and rear of the shop, leading to an outside toilet and store serving the shop. There is a garden at the rear of the building.

The property is fully let and produces a gross income of £17,600 per annum.

The property is likely to be of interest primarily to private investors.

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

Retail Area: 17.9 sq m (193 sq ft)

Partitioned Storage Area (Potential Sales Space): 3.6 sq m (39 sq ft)

Kitchen: 15.8 sq m (170 sq ft)

Freezer Store: 4.2 sq m (45 sq ft)

**Total Net Internal Area - Ground Floor: 41.5 sq m (447 sq ft)**

**Outside:**

Covered yard: 9.2 sq m (99 sq ft)

Toilet and Store.

**First Floor**

Not inspected by the Auctioneers. We are informed by the Vendor the first floor accommodation is arranged to provide a Kitchen, Living Room, Two Bedrooms and Bathroom/Toilet.

**Tenancy Details**

The entire premises are fully let and we set out brief details of the tenancies as follows.

**Shop**

We are informed by the Vendor that the shop is let under an occupational lease expiring 2028 and that the current rent passing is £11,000 per annum, exclusive.

**Flat**

We are informed by the Vendor that the self-contained, two-bedroom flat is let by way of an Assured Shorthold Tenancy at a rent of £550 per calendar month (£6,600 per annum).

Thus, the entire premises produce a gross annual income of £17,600.

For full details of the tenancy documents, please refer to the Legal Pack.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 16

### Penny Farthing Arcade, High Street, Sedgley, Dudley, West Midlands DY3 1RW



#### Property Description:

A modern, purpose-built, high-yielding retail and office investment property, located in the centre of Sedgley.

The property occupies a prominent corner site with the primary frontage to High Street (A459) and a return frontage to Bilston Street (A463). Adjacent or nearby occupiers include West Bromwich Building Society, Co-op Funeral Care and a variety of local and regional traders.

The development provides a range of well-configured ground floor retail shops with access either off High Street, Bilston Street or the Arcade Mall. The individual unit sizes vary to suit different classes of occupier and some of the units have been merged to provide larger double units. Most of the shops are self-contained whereas some of the units share toilet facilities.

The first floor office premises comprise a series of office suites with separate access staircases at the ends and centre of the Mall. All of the office suites are self-contained, with their own toilet and kitchen facilities. The offices have heating, emulsioned plastered walls and ceilings, surface strip lighting, perimeter power-points and single-glazed timber frame windows.

The shops are fully let and income-producing with the retail element of the investment producing £41,220. Three of the four office suites are presently let and produce an additional rental income of £13,740.

The Vendor has previously occupied Office Suite 4 and it is considered this office could generate an additional rental income in the order of £5,200 per annum, exclusive.

Thus, the investment currently produces a gross rental income of £54,960 with potential to further improve this income to £60,160 on a letting of Office Suite 4.

The property is likely to be of interest primarily to private investors.

#### Ground Floor Shops

Shop 1 - 1A: 500 sq ft (46.5 sq m)

Shop 2 - 2A: 465 sq ft (43.2 sq m)

Shop 3: 200 sq ft (18.6 sq m)

Shop 4: 215 sq ft (20 sq m)

Shops 5 & 6: 625 sq ft (58.1 sq m)

Shops 7, 7A: 415 sq ft (38.6 sq m)

#### First Floor Offices:

Suite 1: 700 sq ft (65.0 sq m)

Suites 2 & 3: 1,165 sq ft (108.2 sq m)

Suite 4: 525 sq ft (48.8 sq m)

#### Tenancy Details:

The majority of the Arcade, to include both the retail and office elements of the premises, are let and currently produce a gross rental income of £54,960 per annum, escalating to £55,480 per annum with effect from 1st July 2016 by virtue of fixed increases agreed.

There is potential for the income to improve to in excess of £60,000 per annum, exclusive, following the letting of the vacant Office, Suite 4, which has previously been occupied by the Vendor.

The above figures are based on tenancy details supplied by the Vendor and are correct as at 1st January 2016.

Please refer to the Legal Pack for full details of the various tenancies prevailing in respect of this investment property.

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233

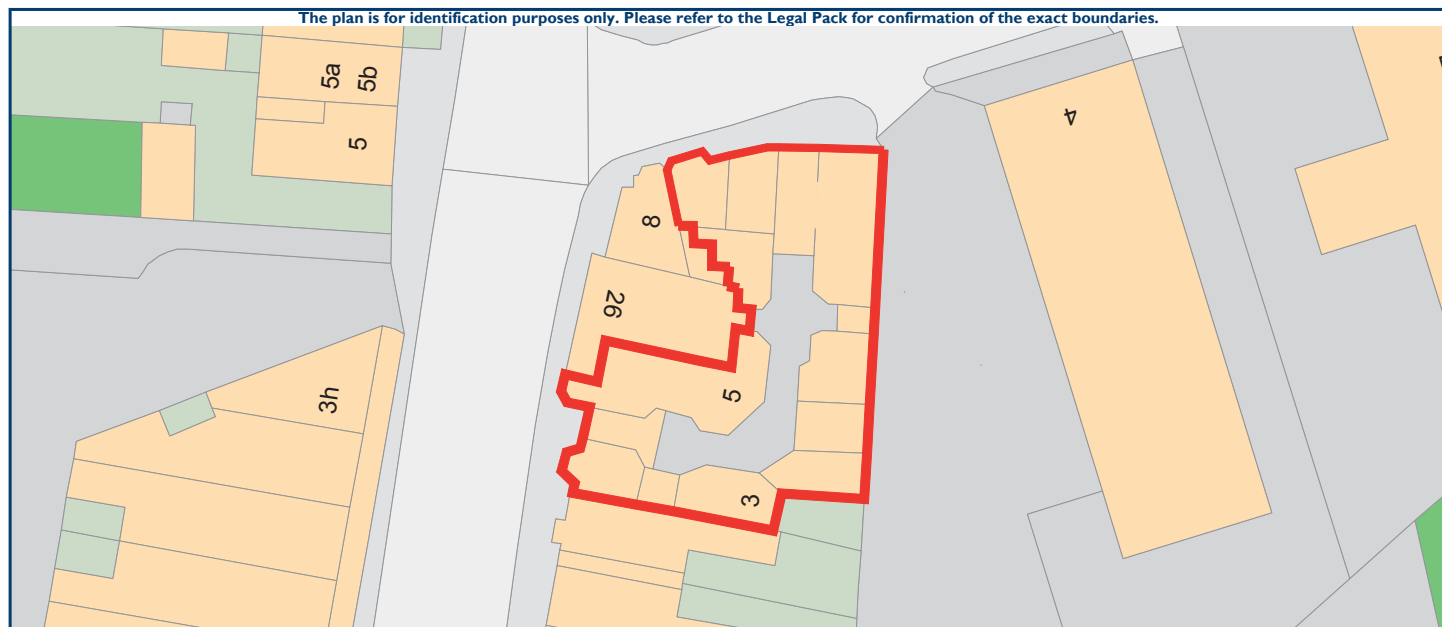
**Completion Date:** 30th April 2016



**Freehold Retail/Office Investment Property (Current Gross Rental Income £54,960 PA)**  
**\*Guide Price: £475,000-£500,000**



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





## LOT 17

### Freehold Vacant Possession

\*Guide Price: £74,000 - £78,000

### 7 Bosbury Terrace, Stirchley, Birmingham, West Midlands B30 2PB

#### Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back behind a lawned foregarden. The property benefits from having gas fired central heating. The property is located in a pedestrian walkway located off Warren Road which in turn is found off Hunts Road located off Pershore Road (A441)

#### Accommodation:

##### Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby and Bathroom having panelled bath, wash basin and WC

##### First Floor

Two Bedrooms

#### Outside:

Front Lawned foregarden

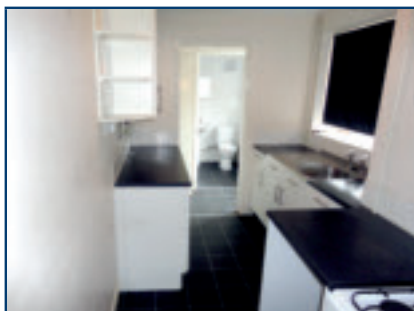
Rear Small yard

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 18

### Freehold Residential Investment

\*Guide Price: Refer to Auctioneers

### 269 Fenpark Road, Fenpark, Stoke-on-Trent, Staffordshire ST4 2NP

#### Property Description:

A modern semi detached bungalow of brick construction with pitched tile clad roof, offered for sale in a modern and presentable condition, benefiting from UPVC double glazed windows, gas fired central heating, good decorative order, two double bedrooms and garage. In addition, we understand that the property has a recently installed gas fired central heating boiler and cavity wall and loft insulation.

The property is currently let on an Assured Shorthold Tenancy at a rental of £470 per calendar month (£5,640 per annum). The tenants have occupied the property since 2009, maintaining the property to a good standard and have indicated that they would like to remain on a permanent basis.

#### Accommodation

##### Ground Floor

Side Entrance Hall, Kitchen with a range of modern units, Lounge with patio doors and laminate floor, Inner Hall, Wet/Shower Room with modern suite having electric shower, wc and wash basin, Two Double Bedrooms

#### Outside:

Front: Lawned foregarden, shared gravelled driveway

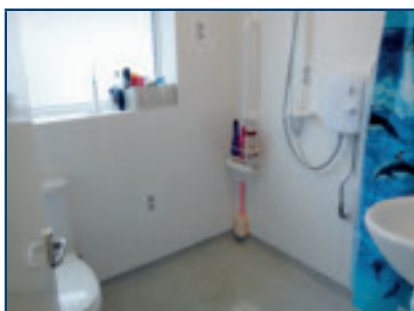
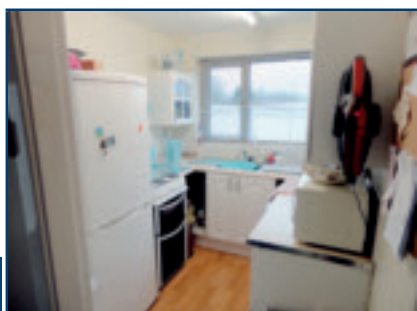
Rear: Brick built garage, patio and lawned garden

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233





**LOT 19**
**Freehold Vacant Possession**  
 \*Guide Price: £158,000 - £168,000

**31 Endwood Court Road, Handsworth Wood, Birmingham, West Midlands B20 2RX**
**Property Description:**

A five bedroomed three storey mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation and includes UPVC double glazing and gas fired central heating. Endwood Court Road is located off both Selborne and Handsworth Wood Road (B4124)

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

Entrance Hallway, Lounge, Dining Room, Cellar, Store, Inner Lobby, Kitchen and Wet-room having shower cubicle, wash basin and WC

**First Floor**

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

**Second Floor**

Having Store room and Bedrooms 4 to 5

**Outside:**

**Front** Walled foregarden  
**Rear** Lawned garden

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233


**LOT 20**
**Freehold Vacant Four Bedroom House/Office Premises**  
 \*Guide Price: £90,000 - £97,000

**7 Green Street, Smethwick, West Midlands B67 7BX**
**Property Description:**

A traditional mid terraced villa of two storey brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a walled foregarden and requiring modernisation and improvement. The property provides well laid out family accommodation including three reception rooms and four bedrooms and forms part of a popular and established residential area. Green Street leads directly off Stoney Lane which in turn leads off High Street and provides access to a wide range of local retail amenities and services.

**Note:** We are advised that the property was previously used as offices and accordingly rated for business use.

**Ground Floor**

Entrance Hall, Reception Hall, Cellar access with One Room, Front Reception Room, Rear Reception Room, Dining Room with store, Kitchen

**First Floor**

Stairs and Landing, Four Bedrooms, Two Separate Toilets.

**Outside:**

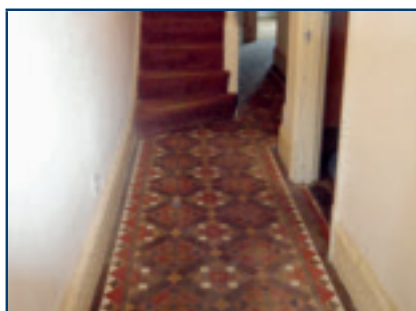
**Front:** Walled foregarden  
**Rear:** Overgrown rear garden with shed

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 21

### Freehold Residential Investment

\*Guide Price: £56,000 - £62,000

#### 70 Fairway Green, Bilston, West Midlands WV14 6DE

##### Property Description:

An end terraced property surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Fairway Green is located off Marchant Road which in turn is found off Green Lanes. The property is currently let on a company tenancy let to Wolverhampton Homes for a period of 7 years from 2012 at a net rental income of £417 per calendar month. The property further benefits from being fully managed and covered for any repair up to £500 per calendar.

##### Accommodation:

##### Ground Floor

Entrance Hallway, Store, Lounge, Kitchen Diner and WC

##### First Floor

Having Landing, Store Cupboard, Three Bedrooms and Bathroom having panelled bath, wash basin and WC

##### Outside:

**Front** Lawned foregarden

**Rear** Garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 22

### Freehold Vacant Possession

\*Guide Price: £60,000 - £65,000

#### 79 Dudley Road West, Tividale, Oldbury, West Midlands B69 2HT

##### Property Description:

A traditional two storey end terraced house of brick construction surmounted by a pitched tile clad roof and benefiting from UPVC double glazed windows and gas fired central heating. The property is situated fronting Dudley Road West (A4033) in a parade of similar properties situated between the junctions of Redwood Drive and Upper Chapel Street. The property forms part of a predominantly residential area and is conveniently situated within approximately one mile to the east of Dudley Town Centre and approximately one and a half miles to the west of Oldbury Town Centre.

##### Accommodation:

##### Ground Floor

Reception Hall, Front Reception Room, Rear Reception

Room/Dining Room/Kitchen, Cellar access comprising One Room

##### First Floor

Stairs and Landing Area, Bedroom One (double), Bedroom Two (double), Large Bathroom with modern suite comprising panel bath, pedestal wash basin and wc

##### Outside:

**Rear:** Paved rear yard with pedestrian gated access.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 23

### Freehold Vacant Possession

\*Guide Price: £52,000 - £58,000

#### 1 Henshaw Place, Off Henshaw Road, Small Heath, Birmingham, B10 0TD

##### Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having gas fired central heating however does require some modernisation and improvement. Henshaw Place is a pedestrian walkway located off Henshaw Road which is found off both Coventry Road and Glovers Road

##### Accommodation:

##### Ground Floor

Lounge, Dining Room, Kitchen, Inner Lobby and Bathroom having panelled bath, wash basin and WC, Lean-to/Side Varanda

##### First Floor

Bedroom 1, Bedroom 2 (inter-communicating with) Bedroom 3

##### Outside:

**Front** Foregarden

**Rear** Small garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233





**LOT 24**
**Freehold Development Site with Planning Consent for Ten Apartments**

\*Guide Price: £180,000 - £200,000

**Land at Former Patchbox House, Willis Pearson Avenue, Bilston, West Midlands WV14 8DA**
**Property Description:**

A parcel of freehold land roughly square in shape and extending to an area of approximately 0.22 acres (895 mtr.sq) and predominantly situated at the junction of Rowley View and Willis Pearson Avenue. The land has previously contained a public house which has now been demolished and benefits from Planning Consent for the erection of a three storey block containing ten 1 bedroomed apartments with associated parking spaces. The land forms part of predominantly residential area and Willis Pearson Avenue is located off both Wallace Road and Rocket Pool Drive.

Wolverhampton City Council (Ref 14/01401/FUL) on the 3rd of August 2015 for the erection of a three storey block containing ten 1 bedroomed apartments.

**Proposed Accommodation For Each Flat**

Lounge, Bedroom, Bathroom and Kitchen

**Outside:**

Allocated parking and communal gardens

**Legal Documents:**

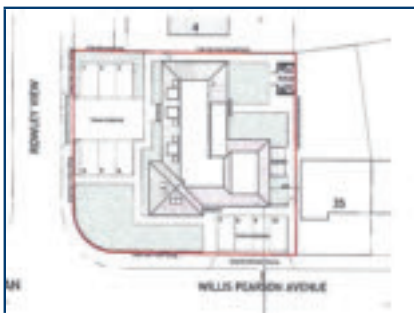
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233



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



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## LOT 25

**Freehold Investment (Five One Bed Flats)**  
\*Guide Price: £190,000 - £210,000

**97 Sutton Road, Erdington, Birmingham, West Midlands, B23 5XA**



### Property Description:

A three storey semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved forecourt allowing for off road parking. The property has formerly been converted to provide 5 separate self-contained flats. Each flats benefits from having UPVC double glazing. The property is situated on the Birmingham Road close to the junction with Silver Birch Road and within walking distance to the main shops and amenities located in Wylde Green. The property is also within approximately a quarter of a miles distance to Chester Road Railway Station. Four of the flats are currently let producing a total rental income of £16,600 per annum. A schedule of tenancies are detailed below

### Schedule of Tenancies

Flat 1 : £70 per week (£3,640 per annum)  
Flat 2 : £360 pcm (£4,320 per annum)  
Flat 3 : £75 per week (£3,900 per annum)  
Flat 4 : £395 pcm (£4,740 per annum)

Flat 5 : Vacant (potential income when let £90 per week (£4,680))

**Total Rental Income : £16,600 per annum**  
(Potential Rental Income when fully let £21,280 per annum)

### Accommodation

#### Ground Floor

##### Flat 1

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

##### Flat 2

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

##### First Floor

##### Flat 3

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

##### Flat 4

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

### Second Floor

#### Flat 5

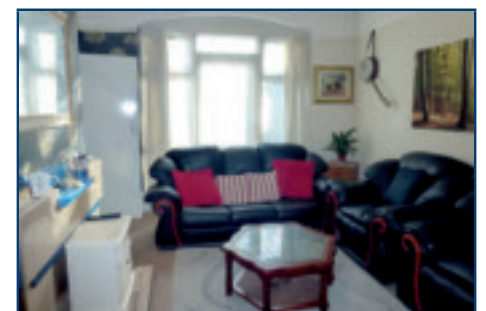
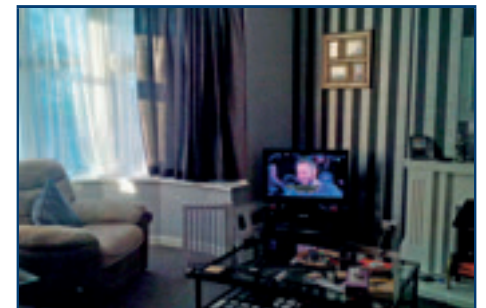
Having Lounge, Bedroom, Kitchen and Bathroom with panelled bath, wash basin and WC

#### Outside:

**Front :** Paved forecourt allowing for off road parking

**Rear :** Lawned garden

**Legal Documents** Available at [www.cottons.co.uk](http://www.cottons.co.uk)  
**Viewings** Via Cottons – 0121 247 2233





**LOT 26**
**Freehold Vacant Detached Dwelling House**

\*Guide Price: £90,000 - £100,000

**By Instruction of Coventry City Council**
**Former Caretakers House, Heathcote Street, Radford, Coventry, West Midlands, CV6 3BL**

**Property Description:**

A former caretakers house situated adjacent to Hill Farm Primary School and of two storey brick construction surmounted by a hipped tile clad roof, benefiting from UPVC Double Glazed windows and gas fired central heating and providing well laid out accommodation. The property is situated to the northern section of Heathcote Street which comprises of a cul-de-sac and forms part of a densely populated residential area. Heathcote Street leads directly off Radford Road (B4098) and the property is located conveniently within approximately one and a quarter miles distance to the north west of Coventry City Centre.

**Planning Policy Comments**

The property was last used as a C3 dwelling house. However all interested parties should discuss their proposals for the property with the local planning department at Coventry City Council prior to bidding.

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

Reception Hall, Front Reception Room,

Rear Reception Room, Kitchen with pantry, Rear Entrance

**First Floor**

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

**Outside:**

Front: Lawned foregarden with pedestrian side gated access

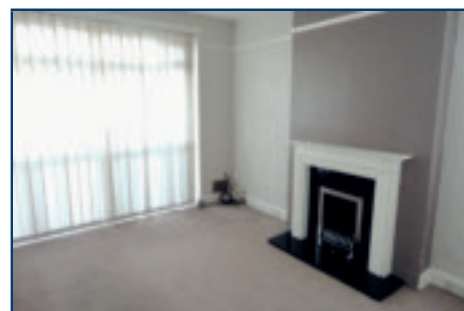
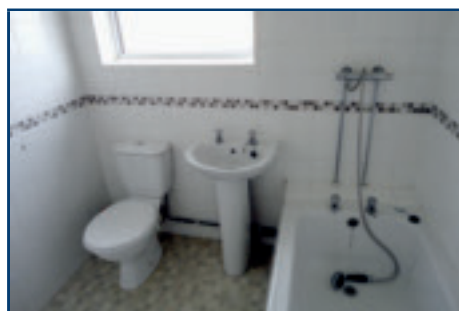
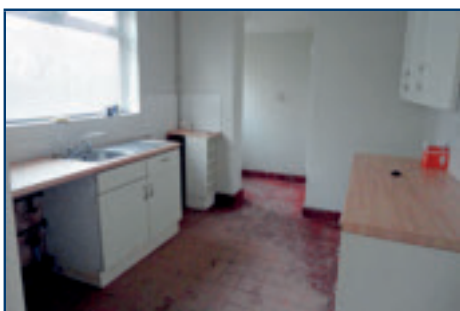
Rear: Paved patio, brick store and wc, lawned garden and a freestanding store/garage (no vehicular access)

**Viewings:**

Via Cottons – 0121 247 2233

**Legal Documents:**

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





## LOT 27

### Freehold Land with Potential

\*Guide Price: £40,000 - £50,000

#### By Instruction of Coventry City Council

#### Land at, Torcross Avenue, Wyken, Coventry, West Midlands CV2 3NW

##### Property Description:

A parcel of freehold land roughly rectangular in shape extending to an area of approximately 0.11 acres (443.56sq.mtrs) and offering potential for residential development subject to obtaining planning consent.

The land parcel directly fronts Torcross Avenue close to the junction with Sewall Highway and is situated between number 57 Torcross Avenue and The Devonshire Arms Public House.

The land parcel forms part of the established residential area of Wyken served locally by a range of shops and amenities and is situated approximately one and a half miles to the north east of Coventry City Centre.

##### Planning Policy Comments

We are advised by the local planning department at Coventry City Council that subject to design proposals, the provision of other supporting information and satisfaction of local policy requirements, that residential development may be acceptable in principle. However all interested parties should discuss their proposals for the site with the local



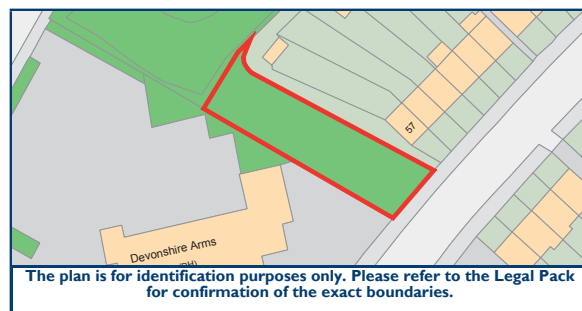
planning department at Coventry City Council prior to bidding.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 2472233



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



## LOT 28

**Freehold Land with Potential**

\*Guide Price: £30,000 - £40,000

**By Instruction of Coventry City Council**
**Land at, Hastings Road, Upper Stoke, Coventry, West Midlands CV2 4JE**
**Property Description:**

A parcel of freehold land, previously used as a play area, rectangular in shape and extending to an area of approximately 0.39 acres (1,572sq.mtrs). The land is accessed by way of a vehicular driveway (subject to third party rights of way over) leading directly off Hastings Road between numbers 42 and 44 Hastings Road.

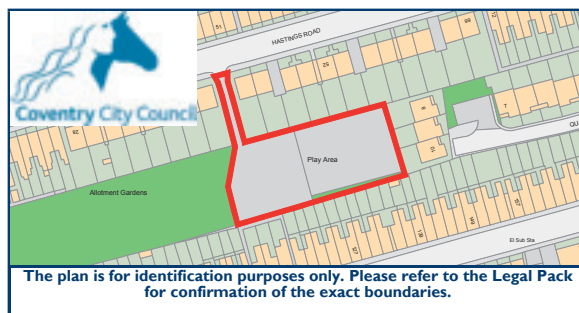
Hastings Road forms part of an established and predominantly residential area and leads off Clay Lane which in turn leads off Walsgrave Road (A4600) and is located approximately one mile distance to the east of Coventry City Centre.

**Planning Policy Comments**

We are advised by the local planning department at Coventry City Council that the land forms part of a predominantly residential area and all interested parties should contact the local planning department at Coventry City Council to discuss any proposals for the site prior to bidding.

**Viewings:** Via Cottons – 0121 247 2233

**Legal Documents:**

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


## LOT 29

**Freehold Land with Potential**

\*Guide Price: £20,000 - £27,000

**By Instruction of Coventry City Council**
**Land At, Awson Street, Foleshill, Coventry, West Midlands CV6 5GJ**
**Property Description:**

A parcel of freehold land, tarmac surfaced, irregular in shape and used previously for the purpose of car parking being accessed directly from Awson Street by a right of way located between numbers 40 and 48. The land extends to an area of approximately 0.09 acres (384.45sq.mtrs). The site forms part of an established area containing a mix of residential and commercial properties and Awson Street leads directly off Stoney Stanton Road (B4109) and is conveniently within approximately one and a half miles distance to the north east of Coventry City Centre.

**Planning Policy Comments**

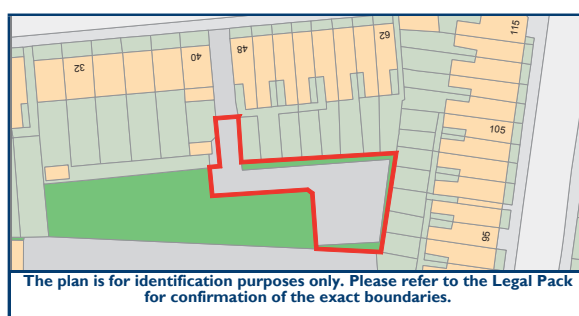
We are advised by the local planning department at Coventry City Council that the land could be used to provide private parking space. We have also been advised that subject to maintenance of an appropriate buffer to existing residential properties and dependent on the detailed land use, the site could be

used to extend the existing employment provisions of the employment site to the south of land. In terms of longer term opportunities, the land does adjoin a site within the Council's SHLAA and there is potential for the site to be incorporated into part of a wider scheme. However all interested parties should discuss their proposals for the site with the local planning department at Coventry City Council prior to bidding.

**Legal Documents:**

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

Via Cottons - 0121 247 2233





## LOT 30

**By Instruction of Coventry City Council**

**Abbeyfield House, 1A Durham Crescent, Allesley, Coventry, West Midlands CV5 9GA**



### Property Description:

An opportunity to purchase a purpose built residential care home of cavity brick construction surmounted by a pitched tile clad roof, prominently situated at the junction of Durham Crescent and Barnfield Avenue and occupying a rectangular shaped plot extending to an area of approximately 0.4 acres (1,636sq.mtrs) which may provide scope for additional development.

The accommodation which is laid out over two floors includes 10 bedrooms (9 with en-suite facilities), a separate staff flat, extensive lawned gardens and car parking area and benefits from UPVC double glazed windows, gas fired central heating and a garage.

The property forms part of the popular Allesley Village and Durham Crescent leads off Barnfield Avenue which in turn leads off Birmingham Road and is conveniently located within approximately two and a half miles distance to the north west of Coventry City Centre.

### Planning Policy Comments

The property was last used as a C2 Residential institution. However all interested parties should discuss their proposals for the site with the local planning department at Coventry City Council prior to bidding.

### Ground Floor

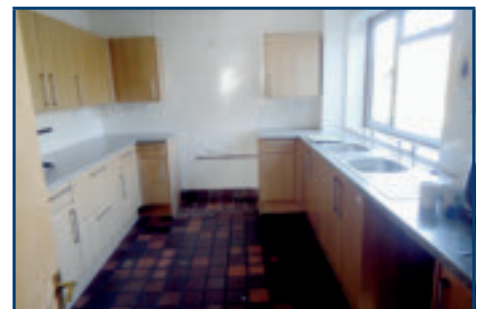
Porch, Reception Hall, Large Living Room opening to Dining Room, Kitchen, Lobby, Utility Room, Hallway with Cloak Room having wc and wash basin, Separate Shower Room with wc and wash basin, Room One (double), Four further Double Bedrooms each with En-suite Shower Rooms having wc and wash basin

### First Floor

Stairs and Landing, Separate Bathroom with panelled bath, wash basin and wc, Five Double Bedrooms each with En-suite Shower Rooms having wc and wash basin, Separate Staff Flat with Lounge, Kitchen, Two Double Bedrooms and Bathroom with bath having shower over, pedestal wash basin and wc.

### Outside:

Surrounding lawned gardens, car park and garage



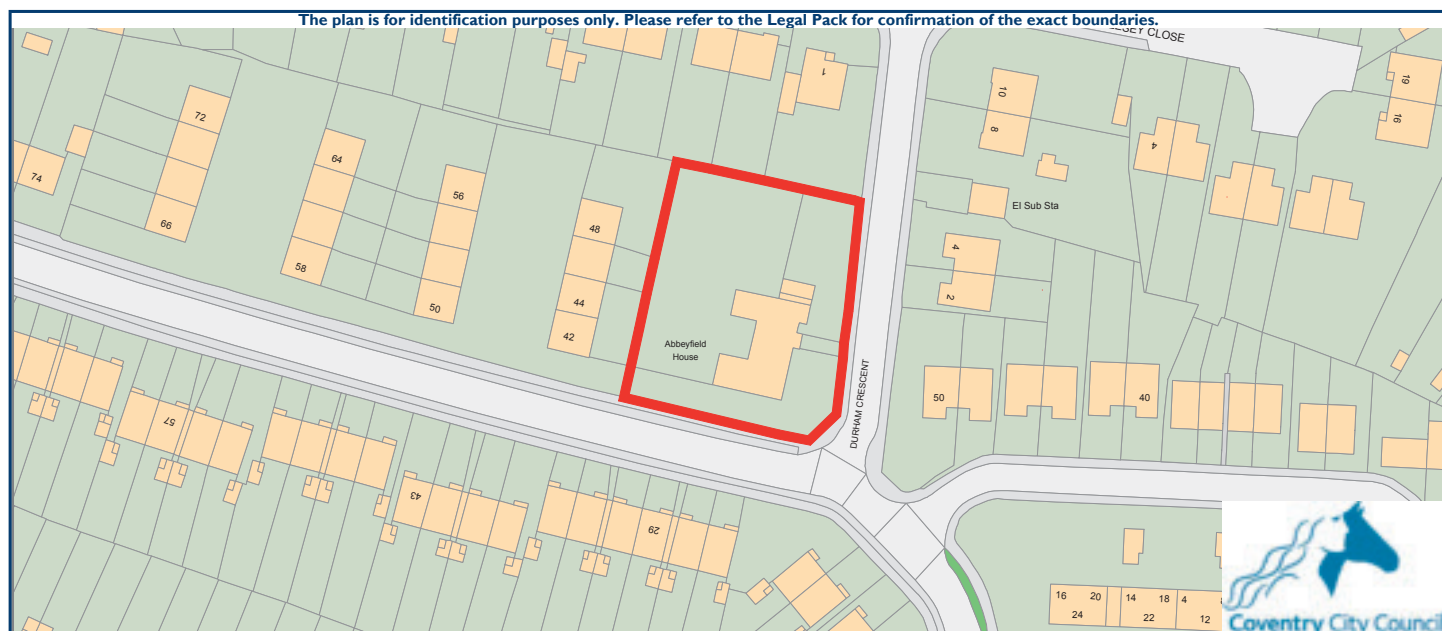
### Gross Internal Area

Ground Floor: 258.61sq.mtrs (2,783sq.ft)

First Floor: 225.07sq.mtrs (2,422sq.ft)

Total Site Area: 0.4 acres (1,636sq.mtrs)

**Freehold Vacant Residential Care Home with Potential**  
\*Guide Price: £280,000 - £300,000





## LOT 31

### 2a, 2b & 2c Spinney Lane & 44 Whittleford Road, Nuneaton, Warwickshire CV10 9HU



#### Property Description:

A freehold residential investment opportunity comprising a modern three storey detached purpose built development of four self-contained apartments constructed circa 2008/2009. The property is of cavity brick construction surmounted by a pitched tile clad roof and occupies a site which extends to approximately 318sq.mtrs and contains a yard area along with 6 car parking spaces located to the rear.

The apartments themselves comprise of two, one bedroom units located to the ground floor and two duplex style two bedroom units to the first and second floors over. The property is in good presentable condition, well managed and looked after by the tenants with high level of occupancy to provide a stable investment income and each apartment benefits from gas fired central heating, UPVC double glazed windows and a range of modern fittings.

The property is prominently situated at the junction of Spinney Lane forming part of a predominantly residential area located approximately two miles distance to the west of Nuneaton Town Centre.

#### Tenancy Information

2a Spinney Lane: Let on an Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 per annum) (rising to £450 pcm from 19 March 2016)

2b Spinney Lane: Let on an Assured Shorthold Tenancy at a rental of £495 per calendar month (£5,940 per annum).

2c Spinney Lane: Let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

44 Whittleford Road: Let on an Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 per annum)

**Total Rental Income: £21,540 per annum (rising to £21,840 per annum in March 2016)**

#### Accommodation

##### 2a Spinney Lane (Ground Floor)

Open Plan Living Space with Fitted Kitchen, Bedroom, Bathroom

##### 2b Spinney Lane (Duplex)

###### First Floor

Open Plan Living space with Fitted Kitchen, Bedroom One, Guest WC and Shower Room

###### Second Floor

Master Bedroom and Bathroom

##### 2c Spinney Lane (Duplex)

###### First Floor

Open Plan Living space with Fitted Kitchen, Bedroom One, Guest WC and Shower Room

###### Second Floor

Master Bedroom and Bathroom

##### 44 Whittleford Road (Ground Floor)

Open Plan Living Space with Fitted Kitchen, Bedroom, Bathroom

#### Outside:

Communal area with yard/private garden, communal bin area and car park containing six spaces.

#### Legal Documents:

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

#### Viewings:

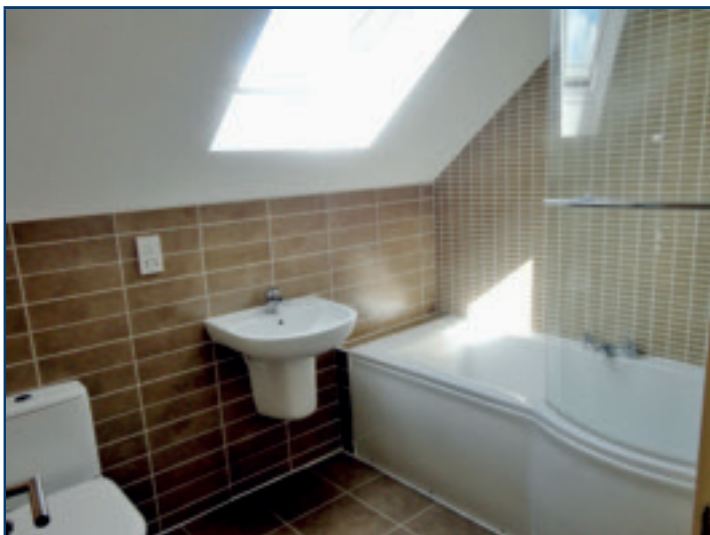
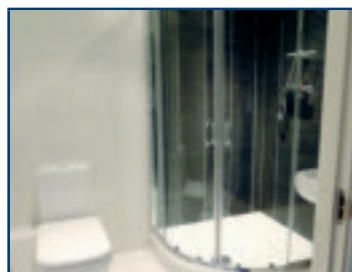
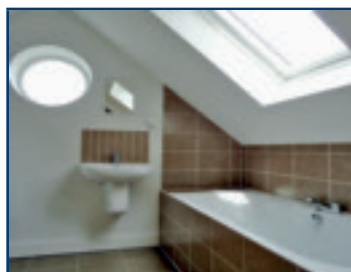
Via Cottons - 0121 2472233

#### Declaration:

The seller is a company whose directors are related to a member of Cottons



**Freehold Residential Investment Opportunity - Four Apartments Producing £21,540 p.a**  
\*Guide Price: £230,000 - £250,000





## LOT 32

**Leasehold Investment**  
\*Guide Price: £42,000 - £48,000

### Flat 42 Normanton Tower, Portfield Grove, Birmingham, West Midlands B23 5UB

#### Property Description:

A well laid out two bedroom flat situated on the sixth floor of a purpose built block and benefiting from gas fired central heating. Portfield Grove is located off Beechmount Road close to where the Sutton Road and Chester Road meet.

The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum).

#### Accommodation:

##### Ground Floor

Communal Entrance, Lifts and Stairs

#### Sixth Floor

Entrance Hallway, Reception Room, Kitchen, Two Bedrooms, Shower Room having shower cubicle, pedestal wash basin, and WC.

#### Outside:

Communal gardens and parking

Term: 125 Years from 8 August 1994

Ground Rent: £10 per annum

Service Charge: Refer to legal pack

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

Viewings – Via Cottons – 0121 247 2233



## LOT 33

**Leasehold Residential Investment**  
\*Guide Price: Refer to Auctioneers

### 68 Leonards Close, Donnington, Telford, Shropshire TF2 8BQ

#### Property Description:

A purpose built two bedroom ground floor flat forming part of a three storey block, set within communal gardens and situated in a cul-de-sac.

The property forms part of an established residential area conveniently located approximately three miles to the north of both Telford Shopping Centre and M54 Motorway (junc. 4).

The property benefits from UPVC windows and security door entry system and is currently let on an Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 per annum)

#### Accommodation

Whilst the Auctioneers have not inspected the property internally, we understand that the accommodation comprises the following:

##### Ground Floor

Communal Entrance Hall, Private Entrance Hall, Lounge, Kitchen, Two Bedrooms and Bathroom

#### Leasehold Information

Lease Term: 125 Years from 20th January 2003

Ground Rent & Service Charge: Refer to Legal Pack

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

Viewings: Via Cottons - 0121 2472233



## LOT 34

**Freehold Residential Investment**  
\*Guide Price: Refer to Auctioneers

### 76 Woodhouse Crescent, Trench, Telford, Shropshire TF2 7HD

#### Property Description:

A two storey semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a foregarden and driveway. The property benefits from gas fired central heating, modern kitchen fittings and UPVC replacement windows.

The property forms part of an established residential area conveniently located approximately three miles to the north of both Telford Shopping Centre and M54 Motorway (junc. 4).

The property is currently let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum)

#### Accommodation

##### Ground Floor

Entrance Hall, Lounge, Full Width Dining Kitchen

##### First Floor

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

#### Outside:

Front: Lawned foregarden and driveway providing off road parking, pedestrian side access to  
Rear: Garden

#### Legal Documents:

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

Viewings: Via Cottons - 0121 2472233



**LOT 35**
**Freehold Vacant Four Bedroom House**

\*Guide Price: £120,000 - £128,000

**36 Fibbersley, Wednesfield, Wolverhampton, West Midlands WV11 3SU**
**Property Description:**

An extended semi detached house of predominantly traditional built two storey construction, surmounted by a hipped tile clad roof, set back from the road behind a concrete patterned forecourt and benefiting from UPVC double glazed windows and gas fired central heating but requiring modernisation and improvement.

Fibbersley leads off Waddens Brook Lane (B4484) which in turn leads off Wednesfield Way (A4124) and provides direct access to Wolverhampton City Centre lying within approximately three miles distance to the west.

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

Porch, Reception Hall, Kitchen, Toilet, Front Reception Room, Full Width Rear Reception Room

**First Floor**

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

**Outside:**

Front: Concrete patterned forecourt providing off road parking

Rear: Patio and long lawned garden


**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 2472233


**--- Legal Documents Online ---**


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

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

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## LOT 36

**Freehold Investment**  
\*Guide Price: £65,000 - £69,000

### 46 Lewis Street, Tipton, West Midlands DY4 7ED

#### Property Description:

A semi-detached property of brick construction surmounted by a replacement tiled clad roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Lewis Street is located off both Sheepwash Lane and Horseley Heath (A461). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £100 per week (£5,200 per annum)

#### Accommodation:

##### Ground Floor

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

#### First Floor

Two Double Bedrooms

#### Outside:

**Front** Walled foregarden

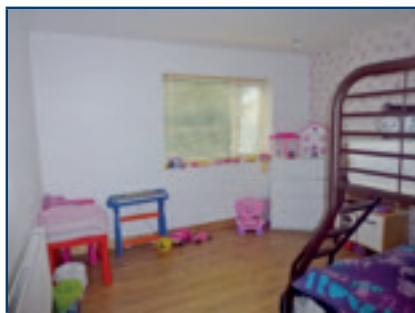
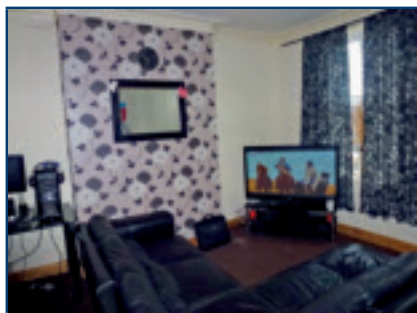
**Rear** Garden with 2 brick built outbuildings and 1 large brick built store

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 37

**Leasehold Investment**  
\*Guide Price: £56,000 - £64,000

### Flat 11 Jaffray Court, 52 Gravelly Hill North, Erdington, Birmingham, West Midlands B23 6BB

#### Accommodation:

A two bedroomed second floor flat forming part of a three storey purpose built block set back from Gravelly Hill North behind lawned communal gardens.

The property benefits from having UPVC double glazing, electric storage heating and newly fitted modern kitchen. Jaffray Court is located on Jaffray Road which is located off Gravelly Hill North (A5127). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £550 pcm (£6,600 per annum)

#### Ground Floor

Communal Entrance with secured door entry system giving access to stairs

#### Second Floor

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

#### Outside:

Lawned communal gardens and communal parking area

#### Lease Information

**Term** 99 years from 25 March 1971

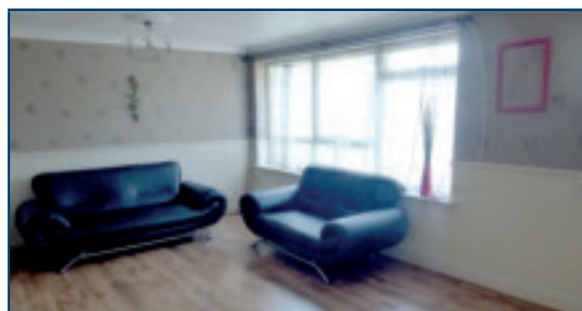
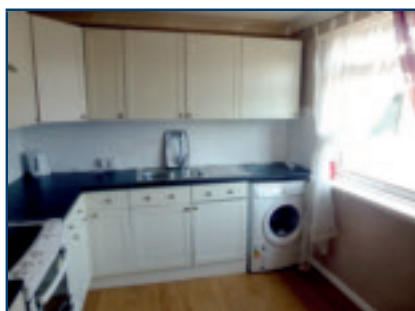
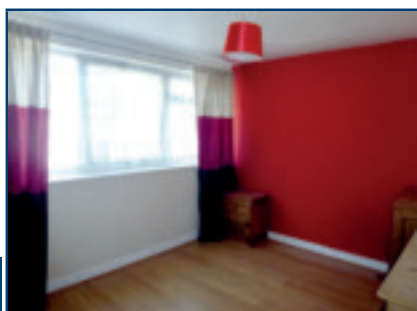
**Ground Rent** £75 rising to £300

**Service Charge** Refer to Legal Pack

#### Legal Documents – Available at

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

**Viewings –** Via Cottons – 0121 247 2233



## LOT 38

### Leasehold Residential Investment

\*Guide Price: £20,000 - £25,000

#### Flat 9 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

##### Property Description:

A one bedroom purpose built flat situated on the second floor of a five storey development. The property benefits from having UPVC double glazing and a garage located in a separate block. Stockton Court is located off Mason Street which is found off Birmingham New Road (A4123). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental income of £85.00 per week (£4,420 per annum)

##### Accommodation:

###### Ground Floor

Communal Entrance and stairs to

##### Third Floor

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

##### Outside:

Communal Grounds and garage

##### Lease Information

Term : 99 years from 24th June 1978

Ground Rent : £35 rising to £60 and additional rent

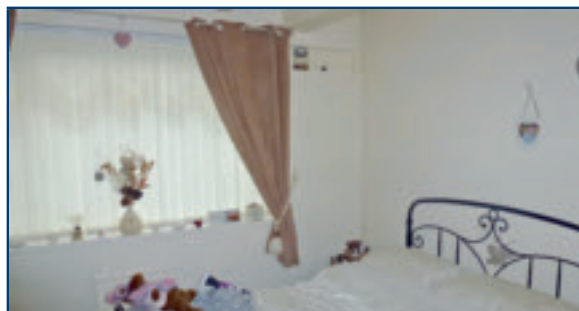
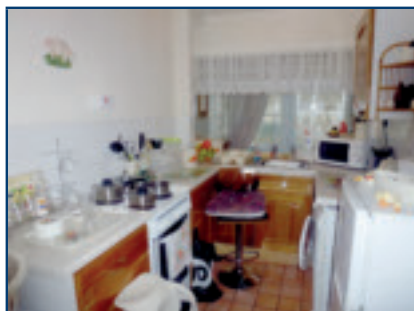
Service Charge : Refer to Legal Pack

##### Legal Documents –

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

##### Viewings

Via Cottons – 0121 247 2233



## LOT 39

### Leasehold Residential Investment

\*Guide Price: £20,000 - £25,000

#### Flat 15 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

##### Property Description:

A one bedroom purpose built flat situated on the third floor of a five storey development. The property benefits from having UPVC double glazing and a garage located in a separate block. Stockton Court is located off Mason Street which is found off Birmingham New Road (A4123). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental income of £80 per week (£4,160 per annum)

##### Accommodation

###### Ground Floor

Communal Entrance and stairs to

##### Third Floor

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

##### Outside

Communal Grounds and garage

##### Lease Information

Term : 99 years from 24th June 1978

Ground Rent : £35 rising to £60 and additional rent

Service Charge : Refer to Legal Pack

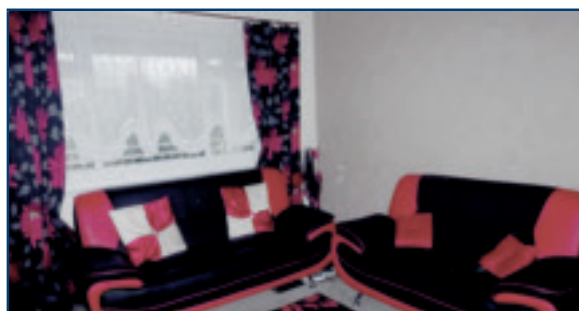


##### Legal Documents

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

##### Viewings

Via Cottons – 0121 247 2233





## LOT 40

### Freehold Vacant Club Premises with Long Leasehold Flat above \*Guide Price: £225,000 - £250,000

448/450 Moseley Road, Balsall Heath, Birmingham, B12 9AN



#### Property Description:

The property comprises Freehold Licensed Club Premises, forming part of a multi-storey building where the upper parts comprise a self-contained flat which has been sold by way of a Long Lease.

The property is located approximately 2 miles south of Birmingham City Centre on the Eastern side of Moseley Road, between its junctions with Haden Way (A435) and St.Pauls Road in a mixed use of commercial and residential area.

The club forms part of a three storey, middle of terrace building of solid brickwork construction, with a pitched slate roof.

Most of the club premises are located on the ground floor, although the premises also include useful basement storage space. The upper floors comprise a flat that has been sold by way of a Long Lease.

The club is offered with Vacant Possession and is likely to be of interest to owner occupiers and private investors

#### Accommodation:

##### Ground Floor

Reception, Lounge, Bar, Offices, Kitchen, Stores and Toilets  
427 sq.mtrs (4596 sq.ft)

##### Basement

Stores 71 sq.mtrs (764 sq.ft)

**Total Gross Internal Area:** 498 sq.mtrs (5360 sq.ft)

#### Long Leasehold Flat First/Second Floors

The upper floors comprise a self-contained flat subject to a Long Lease for a term of 99 years with effect from 1st January 2001 at a Ground Rent of one peppercorn

For full details of the Lease, please refer to the Legal Pack

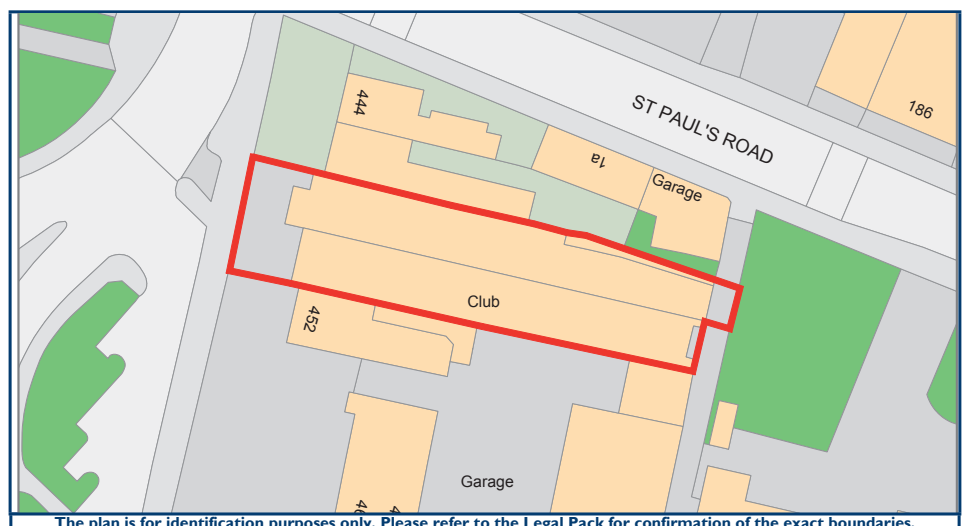


#### Legal Documents –

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

#### Viewings

Via Cottons – 0121 247 2233



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

\*Refer to Guide and Reserve Price Definitions on Inside Cover.

## LOT 41

**Freehold Vacant Possession**

\*Guide Price: £44,000 - £48,000

### 43 Windsor Street, Walsall, West Midlands WS1 4DA

**Property Description:**

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazed windows and gas fired central heating however does require modernisation and improvement. Windsor Street is located off both West Bromwich Street and Western Street and is within approximately half a miles distance from Walsall Centre

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

Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having panelled bath, wash basin and WC, Stairs to

**First Floor**

Having Three Bedrooms

**Outside:**

Rear Paved garden

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 42

**Freehold Vacant Possession**

\*Guide Price: £88,000 - £94,000

### 68 Blandford Road, Quinton, Birmingham, West Midlands B32 2LP

**Property Description:**

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a block paved driveway allowing for off road parking. The property has undergone substantial refurbishment works and includes UPVC double glazing, gas fired central heating with newly installed combination boiler, full electrical rewire, re-plastering works throughout and newly installed bathroom suite. The property is offered for sale without any kitchen fitments. Blandford Road is located off West Boulevard

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

Entrance Porch, Open Plan Lounge/Kitchen/Dining Area (No Fitments)

**First Floor**

Two Bedrooms and Shower Room having shower, wash basin and WC

**Outside:**

**Front** Block paved foregarden allowing for off road parking

**Rear** Lawned garden

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



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## LOT 43

**681-681A Stratford Road, Sparkhill, Birmingham, B11 4DX**



### Property Description:

A deceptively large and very substantially extended freehold retail property, currently arranged to provide a retail area, beauty salon, sauna, office, storage and ancillary areas, with the first and second floor premises at the front of the building presently being converted to form a self-contained flat.

The original building, to the Stratford Road frontage, comprises an end of terrace shop of traditional three-storey brickwork construction, with a pitched slate roof. The entire plot has been fully developed so that at the rear of the original shop, there is a more modern extension providing additional retail accommodation at ground floor level with storage space above. This modern extension links the building to an older, two-storey building at the rear of the site, again used for retail purposes at ground floor level, with a warehouse and office above.

The property occupies a busy trading location on the western side of Stratford Road (A34) in the main retail area of Sparkhill, approximately 4 miles south east of Birmingham City Centre.

The property is end of terrace and the substantial return frontage may present an opportunity to exploit advertising rights, subject to gaining appropriate legal and statutory consents.

The property is presently owner-occupied in its entirety and is used for the retail sale of garments and dietary supplements. However, following completion of the works to form a self-contained flat at the front of the building, this element of the property may be let to derive a rental income.

The property is likely to be of interest to both owner-occupiers and private investors.

### Accommodation:

#### Ground Floor

Retail Area: 96.2 sq m (1,036 sq ft)  
Beauty Salon: 51.7 sq m (556 sq ft) (Incorporating two treatment rooms)  
Sauna/Toilet Area: 12.4 sq m (134 sq ft)

**Total Net Internal Area - Ground Floor: 160.3 sq m (1,726 sq ft)**

#### First Floor

Warehouse: 53.2 sq m (572 sq ft)  
Office: 15.9 sq m (171 sq ft)  
Loft Storage (reduced height): 31.9 sq m (343 sq ft)

**Total Net Internal Area - First Floor: 101.0 sq m (1,087 sq ft)**

**Total Net Internal Area - Commercial Premises: 261.3 sq m (2,813 sq ft)**

**Self-contained Flat:** (Currently storage space, undergoing conversion during course of inspection)

### First Floor

Kitchen/Living Room, Rear Lobby, Shower Room/Toilet.

### Second Floor

Attic Bedroom.

### Legal Documents:

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

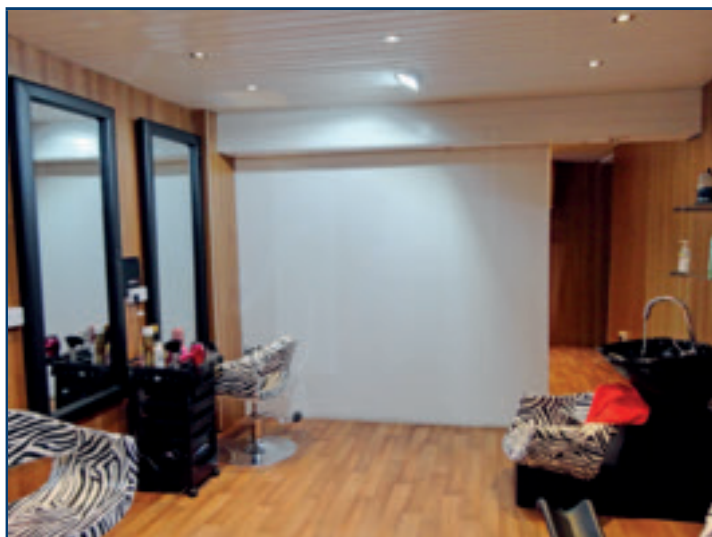
### Viewings:

Via Cottons - 0121 247 2233.

**Freehold Retail Property with Vacant Possession**  
\*Guide Price: £250,000-£275,000



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





## LOT 44

### Freehold Vacant Possession

\*Guide Price: £70,000 - £75,000

### 98 Brettell Lane, Amblecote, Stourbridge, West Midlands DY8 4BS

#### Property Description:

An end terraced house of traditional two storey brick construction having rendered front elevation, surmounted by a pitched replacement tile clad roof and having been substantially extended to the rear ground floor to provide kitchen and bathroom accommodation. The property has been partially refurbished to include re-plastering, refurbishment of cellar to form a habitable room, the addition of a first floor cloak room and part installation of a central heating system with various works and cosmetic improvements outstanding. The property is set back behind a paved forecourt and forms part of the popular and established area of Amblecote containing a range of residential and commercial/retail properties. Brettell Lane leads directly off Audnam (A491) and the property is situated approximately one mile distance to the north of Stourbridge Town Centre.

#### Accommodation:

##### Ground Floor

Front Reception Room, Access to Cellar comprising One Room having tiled floor and plastered walls and ceiling, Rear Reception Room, Kitchen, Bathroom with bath and wc only

#### First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Cloak Room with modern suite comprising pedestal wash basin and wc

#### Outside:

Front: Paved foregarden  
Rear: Yard and long garden

#### Legal Documents:

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

#### Viewings:

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## LOT 45

### Prominently Located Leasehold Vacant Retail Shop

\*Guide Price: £50,000 - £60,000

#### 641 Kingstanding Road, Kingstanding, Birmingham, West Midlands B44 9SU

##### Property Description:

A mid terraced retail premises of two storey brick construction surmounted by a pitched tile clad roof prominently situated in a parade which includes Gregg's, Coral and the West Brom Building Society. The property benefits from well laid out first floor accommodation with direct off street access providing potential for residential conversion. The property is located at the junction with Kings Road in a busy local shopping centre serving the surrounding residential area.

##### Accommodation:

###### Ground Floor

Retail Shop: 88.58sq.mtrs (953sq.ft) with electric roller shutter and aluminium shop front, Rear Store: 9.95sq.mtrs (107sq.ft) with gas blower heater and access to the rear

###### First Floor

Entrance Hall, Stairs and Landing, Room One 24.75sq.mtrs (266sq.ft), Room Two: 38.43sq.mtrs (413sq.ft), Room Three: 17.58sq.mtrs (189sq.ft), Kitchenette and WC

##### Leasehold Information:

Lease Term: 99 Years from 25th March 1933  
Ground Rent: £14 per annum.

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

**Viewings:** Via Cottons - 0121 2472233



## LOT 46

### Freehold Vacant Possession

\*Guide Price: £85,000 - £89,000

#### 26 Belle Vue Road, Rowley Regis, West Midlands B65 9ND

##### Property Description:

An extended mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved and gated foregarden allowing for off road parking. The property benefits from having UPVC double glazing, gas fired central heating and rear single storey extension. Belle Vue Road is located off both Carlyle Road and Britannia Road.

##### Accommodation:

###### Ground Floor

Entrance Porch, Lounge, Dining Room, Kitchen, Inner Lobby and Shower Room having shower cubicle, wash basin and WC

###### First Floor

Two Double Bedrooms

##### Outside:

**Front** Paved and gated foregarden allowing for off road parking

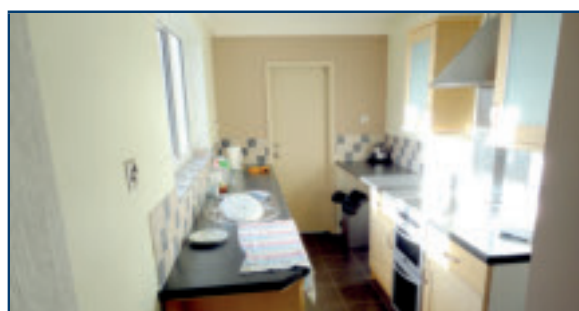
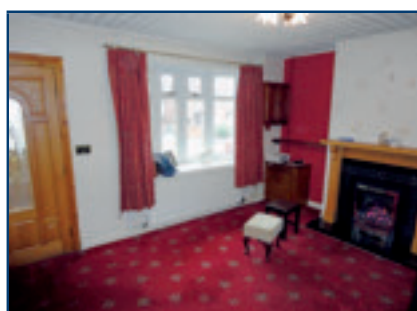
**Rear** Garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233





## LOT 47

### Freehold Shop with Vacant Possession

\*Guide Price: £25,000-£30,000

#### 156 Bevan Lee Road, Cannock, Staffordshire WS11 4PT

##### Property Description:

The property comprises a small, affordable, purpose-built, single-storey detached shop, occupying a stand-alone location, without competition, serving a local residential catchment.

The property is located approximately 3/4 of a mile north of Cannock Town Centre, in a well-established residential area.

The property occupies a prominent corner site with a return frontage enabling an occupier to promote their business through useful advertising space.

The main building is substantially of single-storey brickwork construction with a pitched, interlocking concrete tiled roof. The toilet and store have a flat mineral felt roof.

The property provides a main retail area with ancillary storage and toilet accommodation.

We are informed the property was last occupied as a grocery shop, general store and off-licence. However, the property has potential for a variety of other retail uses falling within Use Class A1. Alternatively, the property may have latent redevelopment potential for a variety of alternative uses, subject to statutory consents.

The property is likely to be of interest to owner-occupiers and private investors.

##### Ground Floor

Retail Area: 30.8 sq m (332 sq ft)  
Store: 5.3 sq m (57 sq ft)  
Toilet with WC and wash basin.

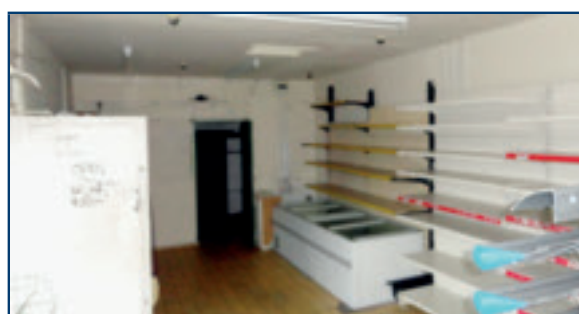
**Total Internal Area: 36.1 sq m (389 sq ft)**

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 48

### Freehold Vacant Possession

\*Guide Price: £160,000 - £180,000

#### 280 Rotton Park Road, Edgbaston, Birmingham, West Midlands B16 0JH

##### Property Description:

A three storey semi-detached property of brick construction surmounted by a replacement tiled clad roof set back from the road behind a gated tarmac covered foregarden. The property has been converted to provide three flats all of which benefit from having UPVC double glazing and gas fired central heating however the property does require modernisation and improvement throughout. The property may also be suitable for conversion back to a large 5 bedrooomed family dwelling. The property is located on Rotton Park Road close to the junction with City Road

##### Accommodation:

###### Ground Floor

Entrance Hallway

###### Flat 1

Having Lounge, Bedroom, Inner Hallway with Cellar, Kitchen (no fitments), Bathroom having panelled bath, wash basin and WC

###### First Floor

###### Flat 2

Having Hallway, Kitchen, Lounge/Bedroom and Bathroom with panelled bath, wash basin and WC

###### Flat 3

Having Lounge, Bedroom stairs to

###### Second Floor

Having Kitchen (no fitments) and Bathroom with panelled bath, wash basin and WC

###### Outside:

**Front** Gated tarmac covered foregarden

**Rear** Garden

###### Legal Documents:

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

###### Viewings:

Via Cottons - 0121 247 2233



## LOT 49

### Freehold Vacant Possession

\*Guide Price: £160,000 - £180,000

### 282 Rotton Park Road, Edgbaston, Birmingham, West Midlands B16 0JH

#### Property Description:

A three storey semi-detached property of brick construction surmounted by a replacement tiled clad roof set back from the road behind a gated tarmacadam covered foregarden. The property has been converted to provide three flats all of which benefit from having UPVC double glazing and gas fired central heating however the property does require modernisation and improvement throughout. The property may also be suitable for conversion back to a large 5 bedroomed family dwelling. The property is located on Rotton Park Road close to the junction with City Road

#### Accommodation:

##### Ground Floor

##### Flat 1

Having Entrance Hallway, Bedroom 1, Bedroom 2, Inner Hallway, Cellar, Dining Room/Lounge, Kitchen, Lean-to, WC and Shower Room having shower cubicle and wash basin

##### First Floor

##### Flat 2

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

##### Flat 3

Having Bedroom and Lounge stairs to

##### Second Floor

Kitchen/Diner, Bathroom with panelled bath, wash basin and WC

##### Outside:

**Front** Gated tarmacadam foregarden

**Rear** Garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 50

### Leasehold Residential Investment

\*Guide Price: Refer to Auctioneers

### Flat 1 Henshall House, Tapton Lock Hill, Chesterfield, Derbyshire S41 7GH

#### Property Description:

A well presented purpose built ground floor three bedroom apartment providing well laid out accommodation and forming part of a modern three storey block, situated on a development having residents car parking accessed by way of electric gated private road. The apartment benefits from UPVC double glazed windows, electric heating and generous accommodation extending to a gross internal area of approximately 91.1 sq.mtrs (980sq.ft).

Tapton Lock Hill leads via Meltham Lane off the A61/Rother Way traffic roundabout and both Chester field town centre and railway are conveniently within one and half miles distance to the south.

The property is currently let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum)

#### Accommodation:

##### Ground Floor

Communal Hallway with door entry system, Reception Hall with store cupboard, Bathroom with panelled bath having shower attachment, pedestal wash basin and wc, Open Plan Living Area incorporating Lounge

with Juliette Balcony overlooking canal side, Dining Room and Kitchen with a range of modern fitted units, Master Bedroom with En-suite Shower Room having pedestal wash basin and wc, Two further Bedrooms.

##### Outside:

Residents car parking area

##### Leasehold Information

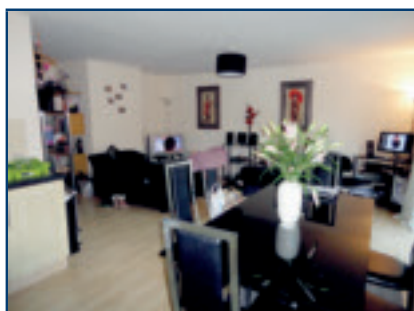
Lease Term: 125 Years from 1st January 2005  
Ground Rent & Service Charge: Refer to Legal Pack

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233





## LOT 51

### Leasehold Residential Investment

\*Guide Price: Refer to Auctioneers

#### Flat 5 Henshall House, Tapton Lock Hill, Chesterfield, Derbyshire S41 7GH

##### Property Description:

A well presented purpose built second floor three bedroom apartment providing well laid out accommodation and forming part of a modern three storey block, situated on a development having residents car parking accessed by way of electric gated private road. The apartment benefits from UPVC double glazed windows, electric heating and generous accommodation extending to a gross internal area of approximately 91.11sq.mtrs (980sq.ft).

Tapton Lock Hill leads via Meltham Lane off the A61/Rother Way traffic roundabout and both Chester field town centre and railway are conveniently within one and half miles distance to the south.

The property is currently let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum)

##### Accommodation:

###### Ground Floor

Communal Hallway with door entry system, Stairs and Landing

###### Second Floor

Reception Hall with store cupboard, Bathroom with panelled bath having shower

attachment, pedestal wash basin and wc, Open Plan Living Area incorporating Lounge with Juliette Balcony overlooking canal side, Dining Room and Kitchen with a range of modern fitted units, Master Bedroom with En-suite Shower Room including pedestal wash basin and wc, Two further Bedrooms

##### Outside:

Residents car parking area

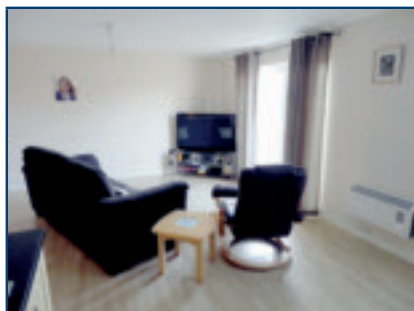
##### Leasehold Information

Lease Term: 125 Years from 1st January 2005  
Ground Rent & Service Charge: Refer to Legal Pack

##### Legal Documents:

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**Viewings:** Via Cottons - 0121 2472233



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## LOT 52

**Freehold Vacant Possession**  
 \*Guide Price: £115,000 - £125,000

### 2 Rian Court, Surfeit Hill Road, Cradley Heath, West Midlands B64 7DN

**Property Description:**

A two bedroomed detached bungalow of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing, gas fired central heating and is offered for sale in a presentable condition throughout. The property further benefits from having a semi detached garage allowing for secure off road parking. Rein Court is a gated private cul-de-sac consisting of four detached bungalows located off Surfeit Hill Road which in turn is found off Corngreaves Road.

**Accommodation:**

**Ground Floor**

Entrance Hallway, Lounge, Kitchen/Dinner, Two Bedrooms and Bathroom having panelled bath, wash basin and WC

**Outside:**

**Front** Lawned foregarden and garage located in a separate block

**Rear** Garden

**Legal Documents –**

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

**Viewings**

Via Cottons – 0121 247 2233



## LOT 53

**Freehold Vacant Possession**  
 \*Guide Price: £55,000 - £60,000

### 93 All Saints Road, Wolverhampton, West Midlands WV2 1EJ

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, having externally insulated walls and benefiting from UPVC double glazed windows, gas fired central heating and three bedrooms.

The property is situated in an established and predominantly residential area located approximately half a mile distance to the south of Wolverhampton City Centre and All Saints Road leads directly off Birmingham Road (A4123) which provides direct access to Wolverhampton Ring Road.

**Accommodation:**

**Ground Floor**

Front Reception Room, Inner Hall with store cupboard, Rear Reception Room, Kitchen with a range of units,

Bathroom with panelled bath having shower attachment, pedestal wash basin and wc

**First Floor**

Stairs and Landing, Three Bedrooms

**Outside:**

Rear: Yard area with pedestrian right of way and a separate rear garden

**Note:** The property is currently let and we are advised that the tenant will be vacating prior to completion.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233





## LOT 54

### Freehold Vacant Possession

\*Guide Price: £76,000 - £82,000

## 11 Otlands Walk, Druids Heath, Birmingham, West Midlands B14 5QD

### Property Description:

An end terraced house surmounted by a pitched tile clad roof set back behind a lawned foregarden. The property has been refurbished throughout and includes UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings. The property forms part of a residential area known as Druids Heath and is best accessed from the rear of Stapleford Croft which leads off Druids Land which in turn leads off Bell Lane. The property is conveniently located for access to a wide range of retail shops and amenities being approximately 1 mile to the east of Kings Norton Green and 2 miles to the south Kings Heath High Street

### Accommodation:

#### Ground Floor

Entrance Porch, Reception Hall, Breakfast Kitchen with walk-in cupboard, Full Width Lounge/Dining Room

#### First Floor

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

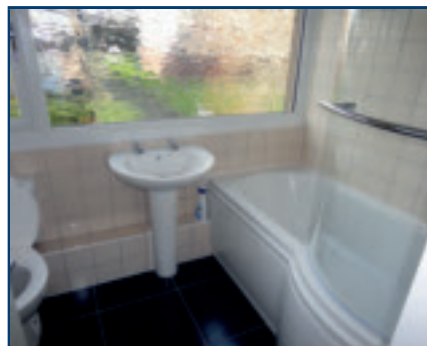
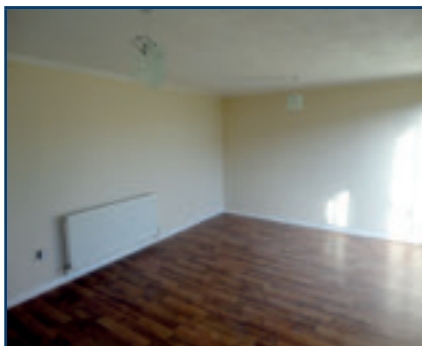
### Outside:

**Front** Lawned foregarden

**Rear** Lawned garden with pedestrian access off Stapleford Croft

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

**Viewings** Via Cottons – 0121 247 2233



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**LOT 55**
**Leasehold Vacant Two Bedroom Apartment**

\*Guide Price: £68,000 - £74,000

**Flat 11 Parkhall Gardens, Rosemary Avenue, Goldthorn, Wolverhampton, WV4 5BN**
**Property Description:**

A modern purpose built second 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 well laid out accommodation benefiting from security door entry system, two bedrooms, modern 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

**Second Floor**

Reception Hall with store cupboards, Lounge/Dining Room with Juliette balcony, Kitchen with attractive range of fitted units, Two Bedrooms, Bathroom with panel bath with shower attachment, wash basin and wc

**Outside:**

Well maintained communal gardens with bicycle store and allocated parking

**Leasehold Information**

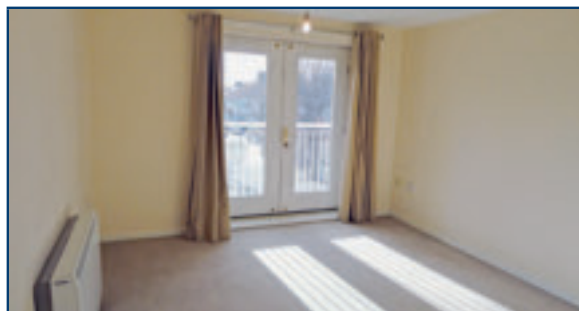
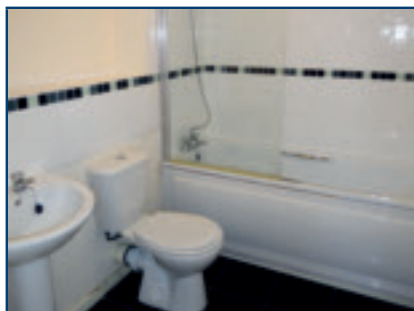
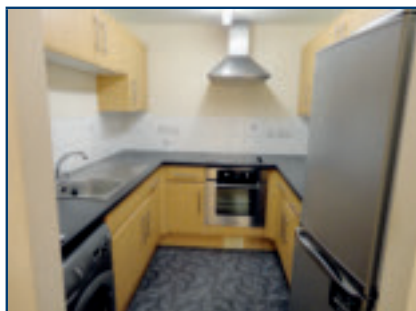
Term: 125 Years from 29 September 2005  
 Ground Rent and Service Charge: Refer to Legal Pack

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233


**LOT 56**
**Freehold Vacant Four Bedroom House**

\*Guide Price: £70,000 - £78,000

**St. Pauls Church House, Hawbush Road, Brierley Hill, West Midlands DY5 3NL**
**Property Description:**

A modern two storey detached house occupying a sizeable plot of land and providing well laid out accommodation which requires complete repair and refurbishment following some internal fire damage. The property is set well back from Hawbush Road behind a lawned foregarden and tarmacadamed driveway which provides off road parking and forms part of an established residential area which leads directly off Brettell Lane (A461) which provides access to both Brierley Hill Town Centre and Merry Hill Shopping Centre being within approximately one and a half miles distance.

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

Recessed Entrance, Reception Hall, Shower Room with wc, Kitchen, Dining Room, Front Sitting Room, Rear Lounge

**First Floor**

Stairs and Gallery Landing, Bathroom, Bedroom One (double), Bedroom Two (double), Bedroom Three (double), Bedroom Four/Box Room

**Outside:**

Front: Foregarden and Tarmacadam Driveway, Garage, pedestrian access to rear:  
 Rear: Paved patio and lawned garden



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

Viewings: Via Cottons - 0121 2472233

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



## LOT 57

### Leasehold Vacant Two Bedroom Maisonette

\*Guide Price: £55,000 - £60,000

#### 69 Newton Gardens, Great Barr, Birmingham, West Midlands B43 5DY

##### Property Description:

A two bedroom maisonette forming part of a two storey purpose built development of cavity brick construction surmounted by a pitched tile clad roof. The property requires some modernisation and cosmetic improvement and provides well laid out accommodation benefiting from UPVC double glazed windows, two double bedrooms and a lock up garage located in an adjacent block. The property is pleasantly situated overlooking open space and located within a short distance from Sandwell Valley. Newton Gardens leads via Stella Grove and Bowstoke Road off Newton Road (A4041) which provides direct access to The Scott Arms Shopping Centre containing a wide range of local amenities.

##### Accommodation:

###### Ground Floor

Side Entrance Hall

###### First Floor

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

##### Outside:

Pedestrian side access to rear garden, lock up garage (No. 2) located in an adjacent block



##### Leasehold Information:

Lease Term: 189 years less 10 days from 25 March 1964

Ground Rent: One Peppercorn.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 2472233



## LOT 58

### Freehold Vacant Possession

\*Guide Price: £52,000 - £58,000

#### 87 Henshaw Road, Small Heath, Birmingham, West Midlands B10 0SX

##### Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having majority UPVC double glazing and gas fired central heating but requires modernisation and improvement.

Henshaw Road forms part of an established predominantly residential area and is located off Glovers Road and Coventry Road, the latter providing access to a wide range of local retail amenities and services.

##### Accommodation:

###### Ground Floor

Entrance Porch, Lounge, Dining Room, Kitchen

###### First Floor

Two Bedrooms and Bathroom with 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



# Cottons

CHARTERED SURVEYORS

We are currently updating our mailing list so,  
if you require a catalogue for our next auction

on **THURSDAY 14<sup>th</sup> APRIL 2016**

at Aston Villa Football Club, Aston Villa, Birmingham.  
please complete the slip found  
on the back of the viewing schedule and hand  
it to us at the auction or post it to us  
at the address provided.



**Lot 15**



**Lot 16**



**Lot 30**



**Lot 40**



**Lot 43**



**Lot 45**



**Lot 47**



## PROXY BID FORM / TELEPHONE BID FORM

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

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

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

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

### TYPE OF BID

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

### BIDDER INFORMATION

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

### SOLICITOR INFORMATION

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

### BIDDER INFORMATION

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

### DEPOSIT

Deposit	<input type="text"/>
(10% of max bid for proxy bid or 10% of top guide price for telephone bid)	
Deposit (words)	<input type="text"/>
I confirm that I have read all Terms & Conditions.	
Signed	<input type="text"/>
Date	<input type="text"/>

## TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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






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

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

If bid is unsuccessful your deposit will be returned to you as soon as possible after the auction.



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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

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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 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**

G18.3 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The **seller** warrants that the **seller** has complied with sections 58 and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

#### **G19. Sale by practitioner**

G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.

G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.

G19.4 The **lot** is sold:

(a) in its condition at **completion**;

(b) for such title as the **seller** may have; and

(c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

(a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and

(b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

#### **G20. TUPE**

G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.

G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:

(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.

(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.

(c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.

(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

#### **G21. Environmental**

G21.1 This **condition** G21 only applies where the **special conditions** so provide.

G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.

G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

#### **G22. Service Charge**

G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

G22.2 No apportionment is to be made at **completion** in respect of service charges.

G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

(a) service charge expenditure attributable to each **tenancy**;

(b) payments on account of service charge received from each tenant;

(c) any amounts due from a tenant that have not been received;

(d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

G22.4 In respect of each **tenancy**, if the service charge account shows that:

(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.

G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

(a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and

(b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

#### **G23. Rent reviews**

G23.1 This **condition** G23 applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.

G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to

be unreasonably withheld or delayed.

G23.4 The **seller** must promptly:

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.

G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

#### **G24. Tenancy renewals**

G24.1 This **condition** G24 applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.

G24.4 Following **completion** the **buyer** must:

(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

#### **G25. Warranties**

G25.1 Available warranties are listed in the **special conditions**.

G25.2 Where a warranty is assignable the **seller** must:

(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and

(b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

G25.3 If a warranty is not assignable the **seller** must after **completion**:

(a) hold the warranty on trust for the **buyer**; and

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

#### **G26. No assignment**

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

#### **G27. Registration at the Land Registry**

G27.1 This **condition** G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:

(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;

(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and

(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This **condition** G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

(a) apply for registration of the **transfer**;

(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and

(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

#### **G28. Notices and other communications**

G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

(a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or

(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received:

(a) when delivered, if delivered by hand; or

(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

#### **G29. Contracts (Rights of Third Parties) Act 1999**

No one is intended to have any benefit under the **contract** pursuant to the Contract (Rights of Third Parties) Act 1999.

**A full copy of the Common Auction Conditions including the Glossary can be found at:  
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