

5th DECEMBER 2013

# Cottons

CHARTERED SURVEYORS

## AUCTION

THURSDAY 5th DECEMBER 2013

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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)**

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

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 If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.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

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

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

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

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

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

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

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

## 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 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.

## Footnote

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

# A Collective Auction Sale of 67 LOTS

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Freehold Ground Rents, Land and Development Opportunities. By instruction of a variety of Vendors including Banks, Receivers, Insolvency Practitioners, Solicitors, Joint Property Agents, Companies and Private Clients.

## Order of Sale

### Lot Property

1	138 COLLIS STREET, STOURBRIDGE, WEST MIDLANDS	DY8 4EE
2	23 ERNEST ROAD, DUDLEY, WEST MIDLANDS	DY2 7QU
3	17 GREENHILL ROAD, HANDSWORTH, BIRMINGHAM,	B21 8DX
4	92B CLEMENTS ROAD, YARDLEY, BIRMINGHAM,	B25 8TT
5	93 GALTON ROAD, SMETHWICK, WEST MIDLANDS	B67 5JT
6	125 GRESWOLD STREET, WEST BROMWICH, WEST MIDLANDS	B71 1NS
7	45 HALESOWEN ROAD, NETHERTON, DUDLEY, WEST MIDLANDS	DY2 9QD
8	115 PRIORY ROAD, HALL GREEN, BIRMINGHAM,	B28 0TG
9	95 WALFORD ROAD, SPARKHILL, BIRMINGHAM,	B11 1NP
10	93B STAFFORD ROAD, HUNTINGTON, CANNOCK, STAFFORDSHIRE	WS12 4NU
11	LAND NORTH SIDE OF SPRINGVALE STREET, WILLENHALL, WEST MIDLANDS	WV13 1EJ
12	5 DYOTT ROAD, MOSELEY, BIRMINGHAM,	B13 9QZ
13	15 JACOBY PLACE, PRIORY ROAD, EDGBASTON, BIRMINGHAM,	B5 7UN
14	THE LEOPARD, JERRYS LANE, BIRMINGHAM,	B23 5NX
15	UNIT 3 WOODS LANE, BRIERLEY HILL, WEST MIDLANDS	DY5 2QY
16	116 FENTON STREET, BRIERLEY HILL, WEST MIDLANDS	DY5 3HD
17	147- 149 CAPE HILL, SMETHWICK, WEST MIDLANDS	B66 4SH
18	SOHO TAVERN, 407 PARK ROAD, HOCKLEY, BIRMINGHAM,	B18 5SR
19	92 SHIRLEY ROAD, ACOCKS GREEN, BIRMINGHAM,	B27 7NA
20	48 CARNEGIE AVENUE, TIPTON, WEST MIDLANDS	DY4 8SX
21	50 CARNEGIE AVENUE, TIPTON, WEST MIDLANDS	DY4 8SX
22	75 HOLYHEAD ROAD, HANDSWORTH, BIRMINGHAM,	B21 0LG
23	97 - 99 NINEVEH ROAD, BIRMINGHAM,	B21 0SX
24	7 EDGCOMBE ROAD, HALL GREEN, BIRMINGHAM,	B28 8AY
25	216 OLDKNOW ROAD, SMALL HEATH, BIRMINGHAM,	B10 0HY
26	85 SOMERS ROAD, KERESLEY END, COVENTRY,	CV7 8LS
27	1 BRINDLEY STREET, STOURPORT-ON-SEVERN, WORCESTERSHIRE	DY13 8JA
28	69 DARTMOUTH ROAD, CANNOCK, STAFFORDSHIRE	WS11 1HD
29	LOCK UP GARAGES R/O 798-784 ALCESTER ROAD SOUTH, BIRMINGHAM,	B14 5EZ
30	3 BRINDLEY STREET, STOURPORT-ON-SEVERN, WORCESTERSHIRE	DY13 8JA
31	252 ABBEY STREET, DERBY,	DE22 3SW
32	102 MINSTER ROAD, STOURPORT-ON-SEVERN, WORCESTERSHIRE	DY13 8AJ
33	120-122 HIMLEY ROAD, DUDLEY, WEST MIDLANDS	DY1 2QQ
34	THE KIMBROSE HOTEL, 11/13 COMMERCIAL ROAD, GLOUCESTER,	GL1 2DY
35	15 GLENDOWER AVENUE, COVENTRY,	CV5 8BG
36	26 AVENUE ROAD, ROWLEY REGIS, WEST MIDLANDS	B65 0LR
37	LAND ADJ 75 FLORENCE ROAD WEST BROMWICH WEST MIDLANDS	
38	THE HOP POLE HOTEL, 9 MARKET SQUARE, BROMYARD, HEREFORDSHIRE	HR7 4BP
39	131 LICHFIELD STREET, WALSALL,	WS1 1SY
40	FORMERLY WILLENHALL LOCKS, STRINGES LANE, WILLENHALL, WEST MIDS	WV13 1LF
41	FORMER WILLENHALL LOCKS HARDWARE DIVISION, JOHN HARPER ST, WILLENHALL WV13	
42	18 LOCK UP GARAGES, COLINA CLOSE, COVENTRY,	CV3 3EG
43	3, 4, 5 & 7 TREASURE CLOSE, AMINGTON, TAMWORTH, STAFFORDSHIRE	B77
44	8, 9, 11 & 15 TREASURE CLOSE, AMINGTON, TAMWORTH, STAFFORDSHIRE	B77 3HS
45	12, 17, 29, 31 & 35 TREASURE CLOSE, AMINGTON, TAMWORTH, STAFFS	B77 3HS
46	43, 57, 61 & 65 TORC AVENUE, AMINGTON, TAMWORTH, STAFFORDSHIRE	B77 3EP
47	52, 68, 71 & 87 TORC AVENUE, AMINGTON, TAMWORTH, STAFFORDSHIRE	B77 3EP
48	96, 106, 110 & 114 TORC AVENUE, AMINGTON, TAMWORTH, STAFFS	B77 3ER
49	10 BLACKMORE LANE, BROMSGROVE, WORCESTERSHIRE	B60 1AB
50	327 ADAMS HILL, BARTLEY GREEN, BIRMINGHAM,	B32 3PB
51	329 ADAMS HILL, BARTLEY GREEN, BIRMINGHAM,	B32 3PB
52	28, 61 & 67 BRYN MORGRUG, ALLTWN, PONTARDAWE, WEST GLAMORGAN	SA8
53	75, 85 & 87 BRYN MORGRUG, ALLTWN, PONTARDAWE, WEST GLAMORGAN	SA8 3DG
54	12 & 14 BURNS CLOSE, CALDICOT, GWENT	SA8
55	93A UNION ROAD, SHIRLEY, SOLIHULL, WEST MIDLANDS	B90 3BZ

Freehold Vacant Residential	56	LAND ADJ TO 18 MOOR LANE, BIRMINGHAM,	B6 7AE	Freehold Development Land
Freehold Vacant Residential	57	74 WALKERS HEATH ROAD, BIRMINGHAM,	B38 0AW	Leasehold Vacant Residential
Freehold Vacant Residential	58	152 - 154 CAPE HILL, SMETHWICK, WEST MIDLANDS	B66 4PH	Freehold Retail/Flat Investment
Freehold Commercial Investment	59	120 THE GREEN, WEDNESBURY, WEST MIDLANDS	WS10 8JP	Freehold Café/Flat Investment
Freehold Vacant Residential	60	34 WAVERLEY ROAD, SMALL HEATH, BIRMINGHAM,	B10 0ER	Freehold Flat Investment Opp
Freehold Vacant Residential	61	DOCTORS SURGERY, VICARAGE ROAD, OLDBURY, WEST MIDLANDS	B68 8HL	Leasehold Vacant Surgery
Freehold Vacant Residential	62	72 - 74 STAFFORD STREET, WALSALL,	WS2 8DR	Freehold Vacant Retail Units
Freehold Vacant Residential	63	18 ST. ELIZABETHS ROAD, FOLESHILL, COVENTRY,	CV6 5BY	Freehold Vacant Residential
Freehold Part Investment	64	47 SEVERN ROAD, BLACKENHALL, WALSALL,	WS3 1NU	Freehold Residential Investment
Freehold Vacant Commercial	65	40 ALVECOTE COTTAGES, ALVECOTE LANE, ALVECOTE, TAMWORTH,	B79 0DJ	Freehold Vacant Residential
Freehold Vacant Yard	66	20 ARTHUR STREET, REDDITCH, WORCESTERSHIRE	B98 8LD	Freehold Residential Investment
Freehold Vacant Residential	67	121 DAISY FARM ROAD, BIRMINGHAM,	B14 4QL	Freehold Vacant Residential
Leasehold Vacant Residential				
Freehold Vacant Public House				
Freehold Takeaway Investment				
Freehold Pt Vacant Commercial				
Freehold Vacant HMO				
Freehold Public House				
Freehold Vacant Residential				
Leasehold Residential Investment				
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Freehold Commercial Investment				
Freehold Vacant Commercial				
Freehold Retail/Flat Investment				
Freehold Vacant Care Home				
Freehold Hotel Investment				
Freehold Vacant Residential				
Freehold Residential Investment				
Freehold Building Plot				
Freehold Vacant Hotel				
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### Auctioneers

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## 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: £26,000 - £29,000

**138 Collis Street, Stourbridge, West Midlands DY8 4EA**



**Property Description:**

A two bedroomed end-terraced property of brick construction surmounted by a tiled roof set back from the road behind a small walled foregarden. The property requires modernisation and improvement throughout including the provision of a bathroom. Collis Street is located off Brettell Lane (A461).

**Accommodation:**

**Ground Floor:**

Front Reception, Rear Reception, stairs to

**First Floor:**

Two Bedrooms

**Outside:**

(Front) Small walled foregarden

(Rear) Garden, three brick built outbuildings and wc

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 2**

**Freehold Vacant Possession**  
Guide Price: £65,000 - £69,000

**23 Ernest Road, Dudley, West Midlands DY2 7QU**



**Property Description:**

A three bedroom semi-detached property of rendered brick construction surmounted by a hipped tiled roof, set back from the road behind a gravelled foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Ernest Road is located off Corporation Street which in turn can be found off Highfield Road.

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Lounge, Kitchen Diner, Utility Area

**First Floor:**

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

**Outside:**

(Front) Gravelled 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

Find us on the web @  
[www.cottons.co.uk](http://www.cottons.co.uk)

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



## LOT 3

**Freehold Vacant Possession**  
 Guide Price: £60,000 to £65,000

### 17 Greenhill Road, Handsworth, Birmingham B21 8DX

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from double glazed windows but requiring modernisation and improvement throughout. Greenhill Road forms part of an established residential area and leads directly off Rookery Road which in turn leads off Soho Road (A41) and provides access to a wide range of retail amenities and services.

**Accommodation:**

**Ground Floor:**

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

**First Floor:**

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

**Outside:**

(Front) Walled foregarden

(Rear) Shared pedestrian entry access to a brick yard with stores and garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 4

**Freehold Investment**  
**By Instruction of the Joint LPA Receivers**  
 Guide Price: £20,000 to £25,000

### 92B Clements Road, Yardley, Birmingham B25 8TT

**Property Description:**

A freehold investment opportunity comprising an established hairdressing salon occupying a single storey premises of brick construction with pitched tile clad roof. The property is located between Blakesley Road and Flavells Lane and forms part of a predominantly residential area which provides the catchment area for the existing business which has been trading for approximately 15 years.

**Tenancy Information:** The property is subject to a new five year lease at a rental of £300 per calendar month (£3,600 per annum)

**Accommodation:**

**Ground Floor:**

Reception Area, Hairdressing Salon and Kitchenette.

Gross Internal Area: 24.89sq.mtrs  
(267sq.ft)

**Outside:**

Pedestrian right of way leading to outside toilet with wc and wash basin.

**Note:** The room located to the front of the premises adjacent to the reception area is not included within the title and therefore will not be included in the sale.

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



## PROXY & TELEPHONE BIDDING

We can arrange to set up Telephone or Proxy Bids if you are unable to attend the Auction. Please contact the Auction Team on 0121 247 2233 For further details and Terms & Conditions

## LOT 5

**Freehold Vacant Possession**  
Guide Price: £110,000 - £120,000

### 93 Galton Road, Smethwick, West Midlands B67 5JT

**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 and further benefits from having an extension to the rear providing a downstairs shower room/wet room. The property is located on Galton Road between the junctions of Upper St. Marys Road and Lightwoods Hill.

**Accommodation:**

**Ground Floor:**

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Shower Room/Wet Room with walk in shower, wash basin and WC

**First Floor:**

Three Bedrooms and Shower Room having shower cubicle, WC and wash basin.

**Outside:**

(Front) Walled foregarden

(Rear) Lawned Garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 6

**Freehold Vacant Possession**  
Guide Price: £88,000 - £94,000

### 125 Greswold Road, West Bromwich, West Midlands B71 3NS

**Property Description:**

An extended three bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having double glazed windows and gas fired central heating and further benefits from a garage providing road parking at the rear accessed via a service road. Greswold road is located off Black Lake (A4196).

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Lounge, Dining Room, Kitchen

**First Floor:**

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

**Outside:**

(Front) Walled foregarden

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

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233





## LOT 7

### Freehold Vacant Possession

Guide Price: £110,000 - £120,000

#### 45 Halesowen Road, Netherton, West Midlands DY2 9QD

##### Property Description:

A three storey, five bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road. The property benefits from having UPVC double glazing and gas fired central heating. Halesowen Road (A459) is a continuation of Cinder Bank and the property is located close to the junction with Baptist End Road.

##### Accommodation:

###### Ground Floor:

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

###### First Floor:

Three Bedrooms

###### Second Floor:

Two Bedrooms one with En-suite Shower having shower, wash basin and WC

##### Outside:

(Front) Foregarden

(Rear) Garden

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233



## LOT 8

### Freehold Vacant Possession

Guide Price: £82,000 - £86,000

#### 115 Priory Road, Hall Green, Birmingham B28 0TG



##### Property Description:

A mid terraced property surmounted by a tiled roof set back from the road behind a foregarden. The property requires modernisation and improvement. Priory Road is located off Windmill Road which in turn can be found off Colebrook Road.

##### Accommodation:

###### Ground Floor:

Entrance Hallway, Lounge, Kitchen/Dining Room, WC

###### First Floor:

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

##### Outside:

(Front) Foregarden

(Rear) Garden

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233



**LOT 9**

**Freehold Retail/Flat Premises – Part Investment**  
Guide Price: £145,000 to £155,000

**95 Walford Road, Sparkhill, Birmingham B11 1NP**

**Property Description:**

A three storey mid terraced property of brick construction surmounted by a pitched tile clad roof informally arranged comprising a retail shop and studio flat to the ground floor with a separate four bedroom flat to the first and second floors. The property is situated fronting Walford Road which comprises of a predominantly residential area and is located approximately a quarter of a mile distance from Stratford Road (A34)

**Note:** We understand the First/ Second Floor Flat is currently let and at the time of printing are awaiting the tenancy information which shall be provided prior to the auction.

**Accommodation:**

**Ground Floor:**

Retail Shop: 38.66sq.mtrs (416sq. ft) with aluminium shop front having roller shutter protection and a Partitioned Office, Lobby with Cloak Room having wc and wash basin

Studio Flat: Bed Sitting Room, Kitchen, Bathroom with bath, wash basin and wc

**First Floor Flat:**

Hall, Stairs and Landing, Kitchen, Cloak Room with wc and wash basin, Bedroom One (double), Bedroom Two (double), Bathroom with panelled bath and pedestal wash basin.

**Second Floor:**

Stairs and Landing, Bedroom Three (double), Bedroom Four (double)

**Outside:**

(Rear) Yard area with shared pedestrian gated access

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**Energy Performance**

**Certificate:** The EPC for this property was commissioned on 13th November 2013. This will be added to the Legal Pack and available on our website.



**LOT 10**

**Freehold Vacant Possession**  
Guide Price: £15,000 to £20,000

**93B Stafford Road, Huntington, Cannock, Staffordshire WS12 4NU**



**Property Description:**

A detached single storey premises of brick construction previously used as a hairdressing salon/retail unit, set well back from the road behind a gravelled foregarden. The property is rectangular in shape and is offered for sale in a presentable condition having undergone internal redecoration. The property is located opposite the junction with Midland Road and forms part of a predominantly residential area conveniently located within approximately one and a half miles distance to the north of Cannock Town Centre which provides access to a wide range of retail amenities and services.

**Accommodation:**

**Ground Floor:**

Retail Shop/Office with roller shutter protection, Rear Room/Office, Wash Room with wc and pedestal wash basin

**Outside:**

Gravelled foregarden

**Gross Internal Area:**

37.92sq.mtrs (408sq.ft)

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



**LOT 11**
**Freehold Commercial Property  
 By Instruction of the Mortgagees Not In Possession**

Guide Price: £45,000-£55,000

**Land on the North Side of Springvale Street, Willenhall, West Midlands WV13 1EJ**

**Property Description:**

Willenhall is a medium-sized town in the Black Country within the West Midlands conurbation, with a population of approximately 40,000. The town is situated approximately 4 miles east of Wolverhampton city centre and 4 miles west of Walsall town centre. Willenhall has an industrial heritage, and has been famous since the late 18th century for the manufacture of locks and keys.

Willenhall is within approximately 1½ miles of Junction 10 of the M6 motorway, providing access to the national motorway network. Many arterial roads run through the area, including the Keyway, which runs from Willenhall to Wolverhampton and the A454, Black Country route.

The site is located in a well-established industrial area.

The property comprises an irregular-shaped site, with a primary frontage to Springvale Street and a secondary frontage to Sharesacre Street.

The property comprises a fenced piece of land, which it is believed has been used as a scrap yard or waste transfer yard for a period of years.

The property has been measured using Pro-Map, which indicates that the site area extends to approximately 0.243 acres (0.098 hectare acres).

**Important Note:**

The property is being offered on behalf of mortgagees who, under the terms of the mortgage, have exercised

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

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

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233


**DEPOSITS AND ADMINISTRATION FEE**

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

**Auction deposits Bank/Building Society draft 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**

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

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**LOT 12**

**Freehold Vacant Possession**  
Guide Price: £335,000 - £365,000

**5 Dyott Road, Moseley, Birmingham B13 9QZ**



**Property Description:**

A Four bedroom detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned forgarden and driveway giving access to the garage and store. The property benefits from having well laid out spacious accommodation however does require modernisation, improvement and structural repair. The property is

located on Dyott Road close to the junction with Billesley Lane which in turn can be found off Wake Green Road (B4217)

**Accommodation:**

**Ground Floor:**

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Open Plan Kitchen/Diner, Lean-to

**First Floor:**

Having Four Bedrooms and Bathroom having panelled bath, wash basin and shower cubicle, Separate WC and Store Cupboard

**Outside:**

(Front) Lawned garden and tarmacadam covered driveway giving access to garage and store

(Rear) Brick built store and lawned garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**LEGAL PACKS**

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale. It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction. The Legal Pack is available at the Auctioneers offices 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 13**
**Leasehold Vacant Possession**  
 Guide Price: £95,000 - £110,000

**15 Jacoby Place, Priory Road, Edgbaston, Birmingham, B5 7UN**
**Property Description:**

A two bedroom flat situated in a purpose built block of brickwork construction set in communal gardens and located off Priory Road, Edgbaston (B4217). The flat benefits from having well laid out accommodation, gas fired central heating, with kitchen and bathroom in presentable condition.

The flat further benefits from having a garage located in a separate block providing secure off road parking. Jacoby Place is located off Priory Road close to the junction with the Bristol Road (A38), which approximately 1.25 miles from Birmingham City Centre, and therefore may lend itself as an ideal investment opportunity

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

Communal Entrance and Hallway with intercom system

**First Floor:**

Entrance Hallway, Lounge with Balcony, Kitchen/Diner, Two Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC

**Outside:**

Garage in separate block  
 Communal gardens and further parking

**Leasehold Information:**

Term: 90 years from 14th August 1981  
 Ground Rent: £55.00  
 Service Charge: Please refer to legal pack

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

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## LOT 14

### Freehold Vacant Public House with Redevelopment Potential By Instruction of the Joint LPA Receivers

Guide Price: £170,000 to £190,000 Plus VAT

### The Leopard Former Public House, Jerrys Lane, Erdington, Birmingham B23 5NX



#### Property Description:

A substantial public house of two storey brick construction surmounted by a pitched interlocking tile clad roof, occupying a sizeable rectangular plot extending to a total area of 0.337 acres (0.136 hectares) and prominently situated at the junction of Jerrys Lane and Flackwell Road. The public house forms part of a predominantly residential area and Jerrys Lane leads off Court Lane and the property is located within less than one mile distance to the north of Erdington Town Centre.

#### Planning:

Records contained on Birmingham City Council website detail a planning application (Ref: 2011/01787/PA) approved subject to conditions and dated 24th May 2011 for the erection of a three storey apartment block

located to the rear of the Leopard Public House to provide 5 No. one bedroom flats together with associated car parking and amenity space. We advise all interested parties to contact the planning department at Birmingham City Council to obtain details of this planning consent.

#### Accommodation:

##### Ground Floor:

Hallway, Bar Area, Lounge/Family Room with Ladies and Gents Toilets, Wash Room, Lobby, Office, Kitchen, Hall/Store/Garage, Ladies and Gents Toilets

##### First Floor:

Private Stairs and Landing, Bathroom with panelled bath, wash basin, Separate WC, Dining Kitchen, Lounge, Five Bedrooms

#### Outside:

Tarmacadam parking to the front and side, beer garden having outbuilding and further garden area directly fronting Flackwell Road.

#### Gross Internal Area:

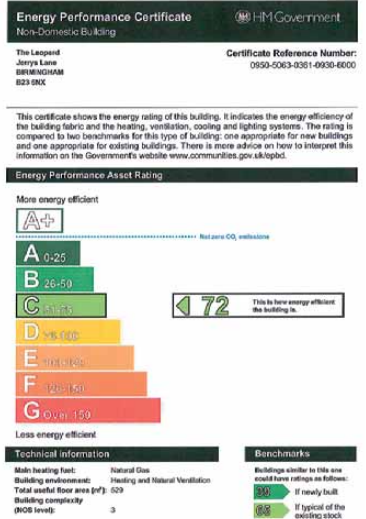
Ground Floor: 267.13sq.mtrs (2,875sq.ft)  
First Floor: 150.55sq.mtrs (1,620sq.ft)  
Total: 417.68sq.mtrs (4,495sq.ft)  
Total Site Area: 0.337 acres  
(0.136 Hectares)

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233





## LOT 15

**Freehold Investment**  
**By Instruction of the Joint LPA Receivers**  
Guide Price: £95,000 to £105,000

### Unit 3 Woods Lane, Brierley Hill, West Midlands DY5 2QY



**Property Description:**  
A freehold takeaway investment property comprising of single storey brick built unit forming part of a neighbourhood parade which contains a range of similar retail units set back behind a customer car parking area and located at the junction of Woods Lane and Mousehall Farm Road. The property forms part of a predominantly residential area and is located approximately one mile distance to the east of Stourbridge Town Centre and a similar distance

to the south of Brierley Hill. The property has been well maintained by the existing tenants and is offered for sale in a presentable condition benefiting from part gas fired central heating.

The property is currently let trading as Caledonian Chilliz on a lease for a term of 15 from 12th November 2007 at a current rental of £9,500 per annum subject to three yearly rent reviews.

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

Retail Shop/Takeaway with aluminium shop front having roller shutter protection and Customer Seating Area, Kitchen and Preparation Room, Rear Entrance, Store Room, Toilet with wc and wash basin

#### **Outside:**

Communal car parking area to the front and a vehicular right of way to rear yard



**Gross Internal Area:**  
56.37 sq.mtrs (606 sq.ft)

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

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

#### **Energy Performance**

**Certificate:** The EPC for this property was commissioned on 15th November and will be undertaken on 19th November 2013. This will be added to the Legal Pack and available on our website.

## LOT 16

**Freehold Property Part Vacant Possession / Part Investment**  
Guide Price: £75,000 - £79,000

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



#### **Property Description:**

The property comprises of a ground floor retail premises together with a self contained two bedroom flat to the first floor. The property is of part rendered brick construction and surmounted by a tile clad roof. The ground floor retail unit benefits from having double glazed shop front with electric roller shutter, separate store room, kitchen and bathroom.

The first floor flat benefits from having modern kitchen and bathroom fittings and is let on an Assured Shorthold Tenancy Agreement producing a rental of £425 per calendar month (£5,100 per annum). Fenton Street is located off Street More Street which can be found off High Street (A461).

#### **Ground Floor (Retail Shop)**

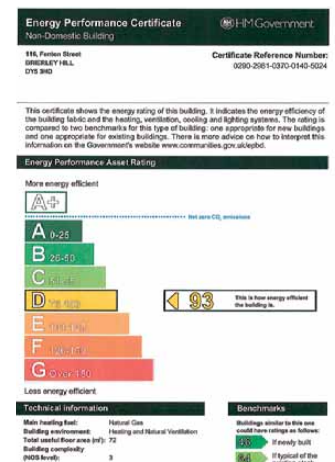
Retail area extending to approximately 42.8 sq metres (461 sq ft), Rear Store Room, Kitchen/Diner and Bathroom having panelled bath, wash basin and WC

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

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

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

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





## LOT 17

147 - 149 Cape Hill, Smethwick, West Midlands, B66 4SH



### Property Description:

An Imposing double fronted three storey property of traditional brick construction surmounted by a pitched tile clad roof along with a single storey modern extension to the rear providing extensive accommodation. The property has previously been used as a medical centre and hostel and was converted with planning consent (Ref: DC/01/37826 dated 9th July 2001) into a House In Multiple Occupation (H.M.O.) having a capacity to house 58 persons and benefiting from mostly double glazed windows along with 20 bedrooms and ample car parking to the front and rear. The property directly fronts Cape Hill (A4092) and forms part of a predominantly residential area conveniently located

approximately a third of a mile from Cape Hill shopping centre, one mile from City Hospital and two and a half miles from both Birmingham city centre and the M5 Motorway (Junction 1)

### Accommodation:

#### Ground Floor:

Reception Hall and Corridors, 'L' Shaped Lounge/Dining Room, Kitchen, Office, Store, 11 Bedrooms and various shared Shower and Toilet facilities.

#### First Floor:

Stairs and landing, 5 Bedrooms and various Toilet and Shower Room facilities.

### Second Floor:

Stairs and landing, 4 Bedrooms, various Toilet and Shower Room facilities

### Outside:

Front: Tarmac fore court providing off road parking, gated vehicular driveway leading to Rear.

Rear: Tarmac car park, side pedestrian entry with small cellar off.

### Approximate Gross Internal Area:

Ground Floor: 370 sq m  
First Floor: 125 sq m  
Second Floor: 95 sq m  
Total: 590 sq m (6350 sq ft)

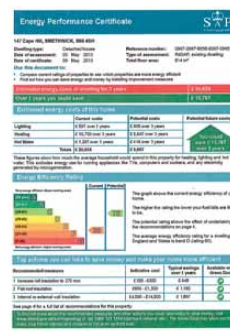
Approximate Total Site Area: 0.302 acres

### Legal Documents:

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

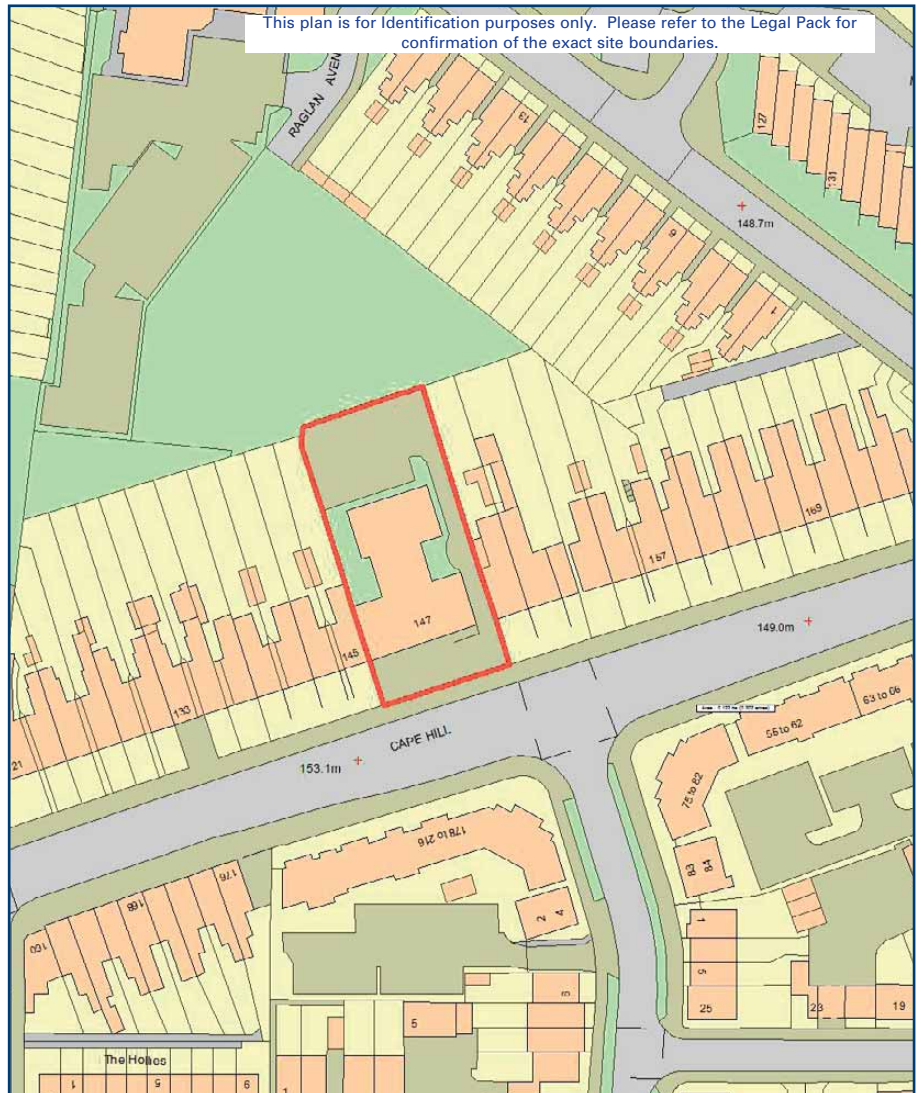
### Viewings:

Via Cottons – 0121 247 2233





**Freehold Vacant Possession**  
Guide Price: £350,000 to £375,000





## LOT 18

**Freehold Public House**  
**By Instruction of the Joint LPA Receivers**  
 Guide Price: £80,000 to £95,000

**Soho Tavern, 407 Park Road, Hockley, Birmingham B18 5SR**



### Property Description:

A detached public house of rendered brick construction surmounted by a pitched slate clad roof prominently situated at the junction of Park Road and Factory Road and forming part of a mixed industrial and residential area. The property is in need of refurbishment and repair throughout and is currently vacant and benefits from a useful side yard area located off Park Road which is partially sublet as a hand car wash. The property may be suitable for a variety of uses subject to obtaining the appropriate planning consent.

### Tenancy Information:

The public house is currently vacant. Yard Area: Let on a lease for a term of 12 years from 22nd June 2005 at a rental of £400 per calendar month (£4,800 per annum)

### Accommodation:

#### Ground Floor:

Entrance Hall, Bar opening to Lounge, Covered Yard Area with Ladies and Gents Toilets, Rear Entrance Hall with cellar access comprising Three Rooms

### First Floor:

Stairs and Landing, Lounge, Three Bedrooms, Breakfast Kitchen, Bathroom and Separate WC

### Outside:

Yard area off Factory Road with vehicular gated access and store room (not inspected), Yard area off Park Road having gated vehicular access with covered section and small office

### Gross Internal Area:

Ground Floor: 156.22sq.mtrs (1,681sq.ft)  
 Basement: 82.15sq.mtrs (884sq.ft)  
 First Floor: 111.97sq.mtrs (1,205sq.ft)

Total Gross Internal Area:  
 350.40sq.mtrs  
 (3,772sq.ft)

### Legal Documents:

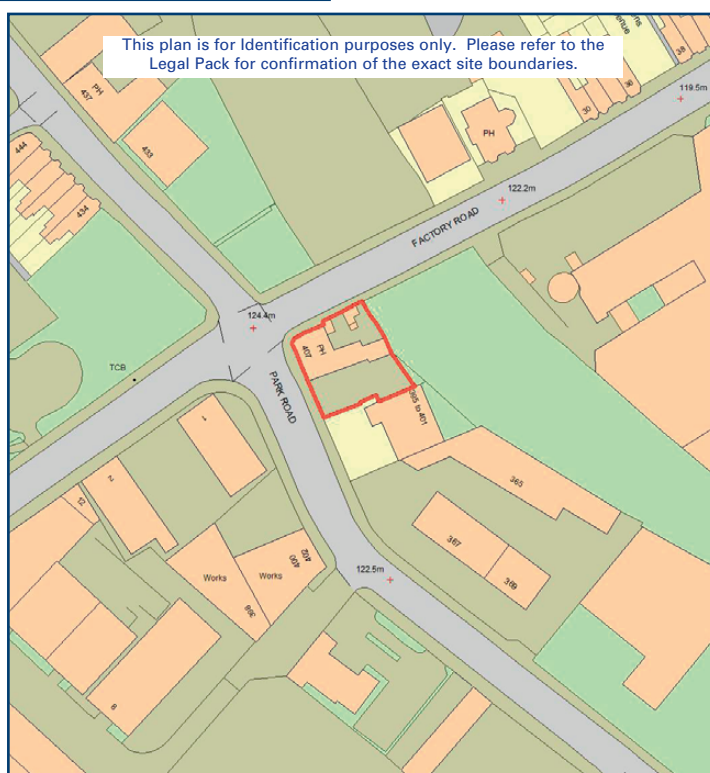
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

### Energy Performance

**Certificate:** The EPC for this property was commissioned on 13th November 2013. This will be added to the Legal Pack and available on our website.





**LOT 19**
**Freehold Vacant Possession**

Guide Price: £140,000 to £150,000

**92 Shirley Road Acocks Green, Birmingham B27 7NA**

**Property Description:**

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, occupying a sizeable plot which provides scope for future extension of the existing dwelling. The property requires complete modernisation and repair throughout however benefits from well laid out accommodation including three double bedrooms, side garage and additional side parking which leads to rear garage. The property is set back from Shirley Road behind a foregarden and forms part of a popular and established residential area conveniently located within approximately one third of a mile distance from Acocks Green Shopping Centre which provides access to a wide range of retail amenities and services.

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

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

**First Floor:**

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

**Outside:**

(Front) Lawned foregarden with tarmacadamed driveway providing off

road parking and leading to garage, double gated vehicular access to side driveway leading to rear

(Rear) Brick built garage/workshop, outside wc, patio and garden

**Note:** Architect's acting for the vendor have prepared drawings detailing a proposed extension to provide a substantial family dwelling which includes four/five bedrooms. Please note that the Architects drawings serve to demonstrate the scope that the property offers however as a planning application has not been submitted, no warranties can be provided that such consents will be granted and all interested parties must make their own enquiries with the local planning department prior to bidding.

A copy of the plans are available for inspection at the Auctioneers offices.

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233





## LOT 20

**Leasehold Investment**  
Guide Price: £22,000 to £26,000

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



### Property Description:

A purpose built first floor studio apartment forming part of a modern two storey block set back behind a communal car parking area. Carnegie Avenue comprises of a cul-de-sac which leads off Park Lane East. The property is currently let on an Assured Shorthold Tenancy at a rental of £275 per Calendar Month (£3,300 per annum)

### Accommodation:

#### Ground Floor:

Communal Entrance Hall, Stairs and Landing

#### First Floor:

Bed/Living Room, Wash Room with vanity wash basin, Bathroom with panelled bath having electric shower over and wc, Kitchen

### Outside:

Communal gardens and car parking area

### Leasehold Information

Lease Term: 120 Years from 24 June 1982  
Ground Rent & 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 21

**Leasehold Investment**  
Guide Price: £22,000 to £26,000

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

### Property Description:

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

### Accommodation:

#### Ground Floor:

Communal Entrance Hall, Stairs and Landing

#### First Floor:

Bed/Living Room, Wash Room with vanity wash basin, Bathroom with panelled bath and wc, Kitchen

### Outside:

Communal gardens and car parking area

### Leasehold Information

Lease Term: 120 Years from 24 June 1982  
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 22**
**Freehold Vacant Possession**

Guide Price: £180,000 to £200,000

**75 Holyhead Road, Handsworth, Birmingham B21 0LG**

**Property Description:**

A substantial detached three storey premises of traditional brick construction surmounted by a pitched tile clad roof, set back from the road behind a concrete forecourt and benefiting from vehicular access to a secure rear yard which includes a range of outbuildings. The property further benefits from gas fired central heating, mains fitted fire detection system but requires some modernisation and improvement. The property has been used as a builders' yard and offices for many years and is conveniently positioned within close proximity to Soho Road which provides access to a wide range of retail amenities and services, within approximately one mile distance from the M5 Motorway (junction 1) and two and a half miles distance from Birmingham City Centre. The property may be suitable for a variety of alternate uses and all interested parties should contact the local planning department at Birmingham City Council prior to bidding to discuss the viability of any proposed scheme.

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

Entrance Hall, Reception Hall with access to Cellar comprising of Two Rooms, Four Rooms, Kitchenette, Rear Entrance Hall, Ladies and Gents Toilets

**First Floor:**

Stairs and Landing, Four Rooms

**Second Floor**

Stairs and Landing  
Room Nine

**Net Internal Areas:**

Ground Floor:	66.58 sq.mtrs (716 sq.ft)
Cellar:	27.44 sq.mtrs (295 sq.ft)
First Floor:	66.91 sq.mtrs (720 sq.ft)
Second Floor:	18.53 sq.mtrs (199 sq.ft)

**Outside:**

(Front) Concrete forecourt providing off road car parking, secure gated vehicular access leading to rear

(Rear) Large secure storage yard/ car parking area with covered store, outbuilding and coach house

**Legal Documents:**

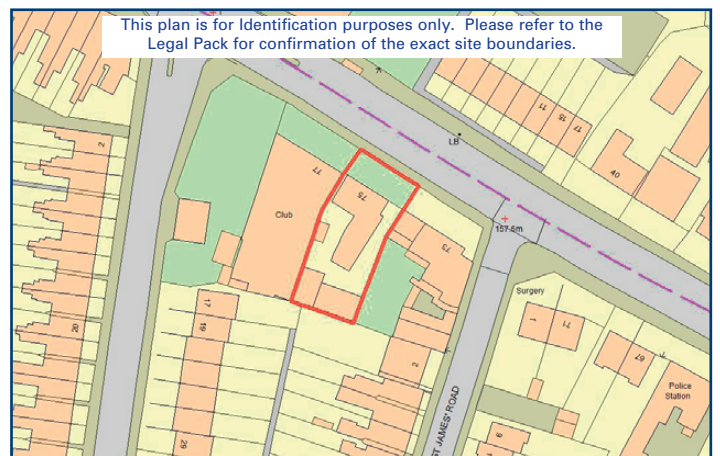
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

**Energy Performance**

**Certificate:** The EPC for this property was commissioned on 14th November 2013. This will be added to the Legal Pack and available on our website.





## LOT 23

### Freehold Vacant Retail Premises By Instruction of the Joint LPA Receivers Guide Price: £90,000 to £98,000

#### 97 – 99 Nineveh Road, Handsworth, Birmingham B21 0SX

##### Property Description:

A double fronted retail premises of traditional two storey brick construction surmounted by a pitched tile clad roof, situated directly fronting Nineveh Road close to the junction with Grasmere Road. The property benefits from four double bedrooms, part UPVC double glazed windows and gas fired central heating. The property originally comprised of two separate properties which have been merged and has most recently been used as a retail shop to the ground floor with substantial living accommodation over. Nineveh Road leads directly off Soho Road (A41) and forms part of a predominantly residential area.

##### Accommodation:

##### Ground Floor:

Double Fronted Retail Shop: 62sq.mtrs (667sq.ft) with roller shutter protection.

Rear Living Kitchen: 19.26sq.mtrs (207sq.ft)

##### First Floor:

Stairs and Landing, Cloak Room with wash basin and wc, Four Double Bedrooms, Bathroom with bath, pedestal wash basin and wc

##### Outside:

Rear yard, two external stores and corner garden extending to side accessed by a shared rear pedestrian access off Grasmere Road

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233

**Note:** All parties intending to view should approach the property from the rear via a pedestrian walkway which leads off Grasmere Road

##### Energy Performance Certificate:

The EPC for this property was commissioned on 15th November and will be undertaken on 22nd November 2013. This will be added to the Legal Pack and available on our website.



## LOT 24

### Freehold Investment Guide Price: £110,000 - £116,000

#### 7 Edgcombe Road, Hall Green, Birmingham B28 8AY



##### Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned and paved foregarden allowing for off road parking. The property benefits from having double glazing and gas fired central heating. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500 pcm (£6,000 per annum). Edgcombe Road is located between York Road and Cateswell Road both of which can be found off the Stratford Road (A34)

##### Accommodation:

##### Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

##### First Floor:

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

##### Outside:

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

(Rear) Paved garden

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233

### PROXY & TELEPHONE BIDDING

We can arrange to set up Telephone or Proxy Bids if you are unable to attend the Auction. Please contact the Auction Team on 0121 247 2233 For further details and Terms & Conditions



**LOT 25**
**Freehold Vacant Possession**  
 Guide Price: £75,000 - £79,000

**216 Oldknow Road, Small Heath,  
 Birmingham, B10 0HY**
**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 gas fired central heating. Old Know Road is located off both Waverley Road and Coventry Road.

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

Lounge, Dining Room, Kitchen

**First Floor:**

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

**Outside:**

(Front) Walled Foregarden

(Rear) Garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233


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**LOT 26**
**Freehold Vacant Possession**  
 Guide Price: £45,000 to £50,000

**85 Somers Road, Kerseley End, Coventry CV7 8LS**
**Property Description:**

A semi detached house of non-traditional 'Cornish' style concrete construction having tile clad first floor elevation and roof and providing well laid out accommodation, benefiting from UPVC double glazed windows. The property is situated in a cul de sac in the village of Keresley End, which is located approximately four miles distance to the north of Coventry City Centre.

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

Entrance Hall, Bathroom with panelled bath having shower over and pedestal wash basin, Dining Kitchen, Lounge.

**First Floor:**

Stairs and Landing, Separate WC, Three Bedrooms.

**Outside:**

Front: Lawned fore-garden with pedestrian side access to rear.

Rear: Yard, shed 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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 E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)

## LOT 27

**1 Brindley Street & 27 Minster Road, Stourport-On-Severn, Worcestershire DY13 8JA**



### Property Description:

A substantial House in Multiple Occupation (HMO) known as 1 Brindley Street but incorporating 27 Minster Road, occupying a sizeable rectangular plot extending to an area of 0.13 acres and prominently situated at the junction of Brindley Street and Minster Road. The property has been refurbished and modernised throughout, offered for sale in a presentable and well managed condition currently laid out to provide 8 bedsitting rooms, some having en-suite facilities and with a range of ancillary living, kitchen and bathroom accommodation. The property benefits from UPVC double glazed windows, gas fired central

heating, mains fitted fire detection system, modern fittings, well maintained communal gardens and off road parking located to the rear. Stourport-On-Severn comprises of a popular town located on the banks of the river Severn and the property is conveniently within one third of a mile distance from Stourport Town Centre.

### Tenancy Information:

The property is currently fully let on 8 separate tenancy agreements at a total rental of £850 per week (£44,200 per annum) inclusive of heating, lighting, water, council tax and general cleaning.

### Accommodation:

#### Ground Floor:

Side Entrance Hall, Cloak Room with wc and wash basin, Room One with En-suite Shower Room having wc, Dining Kitchen with a range of modern fitted units, Lobby, Room Two with En-suite Shower Room having wc, Lounge, Lobby, Store Room, Room Three with En-suite Shower Room having wc, Conservatory/Dining Room/Lounge/Kitchen with a range of fitted units and access to garden, Side Entrance Hall, Room Four with En-suite Shower Room having wc

#### First Floor:

Stairs and Landing, Cloak Room with wc and wash basin, Shower Room

with glazed shower, Four Double Bedrooms each with wash basin

### Outside:

Well maintained lawned garden to rear with brick stores and secure gated access to car parking area.

### Legal Documents:

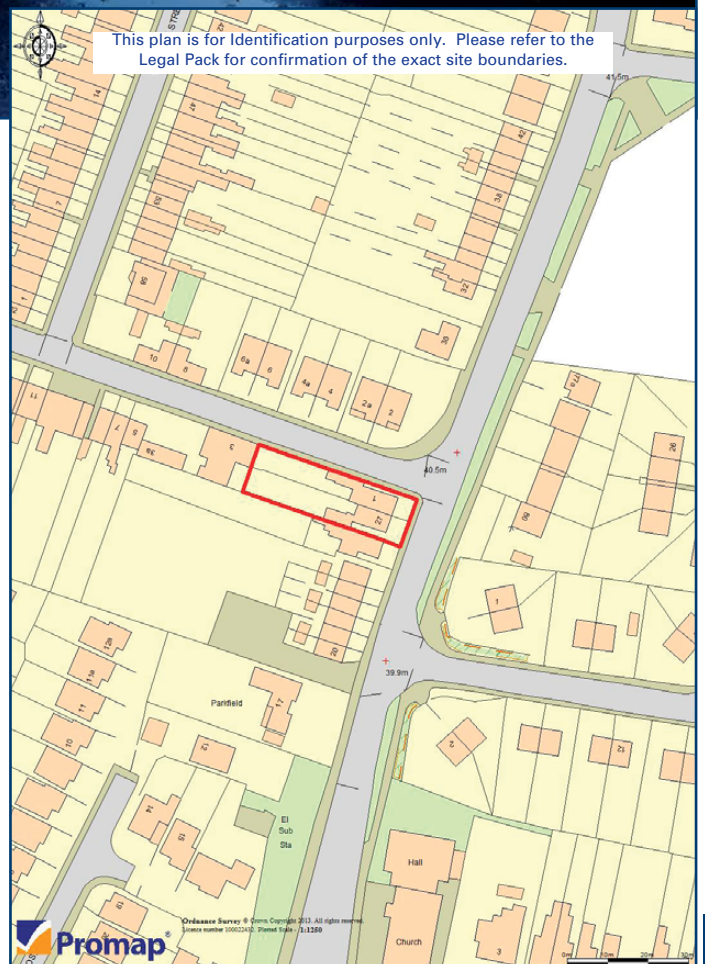
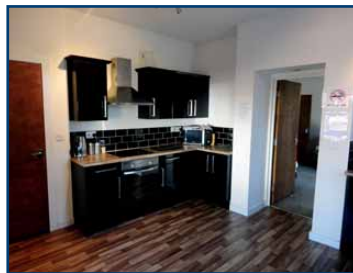
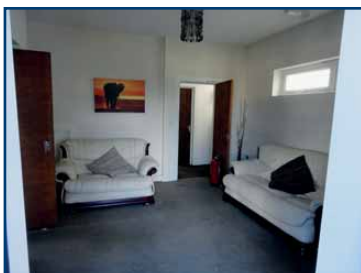
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233



**Freehold Residential Investment Opportunity**  
**By Instruction of the Joint LPA Receivers**  
Guide Price: £180,000 to £200,000





## LOT 28

**Freehold Vacant Possession**  
Guide Price: £85,000 to £95,000

### 69 Dartmouth Road, Cannock, Staffordshire WS11 1HD

#### Property Description:

A traditional semi detached house of part rendered brick construction surmounted by a pitched tile clad roof and having well laid out accommodation benefiting from UPVC double glazed windows, gas fired central heating, two bathrooms and off road parking but requiring modernisation and repair throughout. The property is situated opposite Lloyd Street in a popular and established residential area and is conveniently located within less than one mile distance from Cannock Town Centre.

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

#### First Floor:

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

#### Outside:

(Front) Block paved foregarden and driveway providing off road parking

(Rear) Block paved side driveway providing additional parking and a partly lawned garden

#### Accommodation:

##### Ground Floor:

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

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



## LOT 29

**Freehold Garage Yard Investment**  
Guide Price: £25,000 – £29,000

### Garage Yard to the rear of 784 - 798 Alcester Road South, Birmingham, B14 5EZ



#### Property Description:

##### Property Description

A lock-up garage yard accessed via a driveway located adjacent to number 7 Meadfoot Avenue. The yard contains eighteen lock up garages laid out in a linear row. Thirteen of the eighteen garages are currently let however there are no formal agreements in place. A schedule of tenancies are detailed below.

Garage 1 : £84.50 paid Quarterly  
Garage 2 : £84.50 paid Quarterly  
Garage 3 : £84.50 paid Quarterly  
Garage 4 : £84.50 paid Quarterly  
Garage 5 : £84.50 paid Quarterly  
Garage 6 : £84.50 paid Quarterly  
Garage 7 : £84.50 paid Quarterly  
Garage 8 : £84.50 paid Quarterly  
Garage 9 : £84.50 paid Quarterly  
Garage 10: £84.50 paid Quarterly  
Garage 11: £84.50 paid Quarterly

Garage 12: £84.50 paid Quarterly  
Garage 13: Vacant  
Garage 14: Vacant  
Garage 15: Vacant  
Garage 16: £84.50 paid Quarterly  
Garage 17: Vacant  
Garage 18: Vacant

#### Rental Income:

£1098.50 per quarter  
(£4,394 per annum)

#### Previous Rental Income when fully let:

£1521 per quarter  
(£6,084 per annum)

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233





**LOT 30**

**Freehold Investment**  
**By Instruction of the Joint LPA Receivers**  
 Guide Price: £120,000 to £130,000

**3 Brindley Street, Stourport-On-Severn, Worcestershire DY13 8JA**

**Property Description:**

A traditional built two storey commercial premises of rendered brick construction surmounted by a pitched tile clad roof, offered for sale in a presentable condition having been recently redecorated and improved and benefiting from part gas fired central heating, mostly UPVC double glazed windows and off road car parking. The property is situated close to the junction with Minster Road and forms part of a predominantly residential area conveniently within approximately one third of a mile distance from Stourport Town Centre.

**Tenancy Information:**

The property is currently let as a Beauty Salon on a lease for a term of 3 years from 9th September 2013 at a rental of £260 per week (£13,520 per annum)

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

Double Fronted Retail Shop, Hallway, Cloak Room with wc and wash basin, Kitchen, Treatment Room One, Lobby with cellar access having One Room, Treatment Room Two, Treatment Room Three

**First Floor:**

Stairs and Landing, Shower Room with wc and wash basin, Three Rooms

**Outside:**

Side driveway providing vehicular parking and enclosed rear garden

**Net Internal Area:**

Ground Floor: 68.28 sq.mtrs  
(734 sq.ft)

**Cellar:**

12.28 sq.mtrs  
(132 sq.ft)

**First Floor:**

28.7 sq.mtrs  
(308 sq.ft)

**Total:**

109.26 sq.mtrs  
(1176 sq.ft)

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**Energy Performance**

**Certificate:** The EPC for this property was commissioned on 15th November and will be undertaken on 19th November 2013. This will be added to the Legal Pack and available on our website.

## LOT 31

252 Abbey Street & 63 Woods Lane, Derby DE22 3SW



### Property Description:

A valuable freehold commercial premises occupying a rectangular shaped site extending to an area of approximately 0.251 acres (0.101 hectares) and currently comprising of a tyre depot and vehicular workshop. The property was constructed circa 1972 having steel frame with brick/block infill walls surmounted by a pitched roof and comprises of a vehicular workshop with ancillary offices and store room and benefits from a frontage each with yard area to both Abbey Street and Woods Lane and therefore provides potential for subdivision.

The property forms part of a mixed residential and commercial area and is located approximately half a mile distance to the south of Derby City Centre which is directly accessed via Abbey Street. The property is within two miles distance from both the A38 to the west which connects to the City of Birmingham and from the A52 to the east which connects to the City of Nottingham and the M1 Motorway (junction 25)

### Accommodation:

#### Ground Floor:

Workshop/Tyre Depot: 268.79sq.mtrs (2,893sq.ft) with steel vehicular doors

to both Abbey Street and Woods Lane entrances, Kitchenette and Two Toilets each with wc and wash basin,

Reception Office and Managers Office: 36.48sq.mtrs (392sq.ft),  
Store/Workshop with roller shutter access: 73.74sq.mtrs (793sq.ft)

### Outside:

Deep concrete forecourt off Abbey Street providing customer car parking (subject to right of way) and a secure gated yard leading off Woods Lane

Gross Internal Area:  
379sq.mtrs (4,079sq.ft)

Total Site Area:  
0.251 acres (0.101 hectares)

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

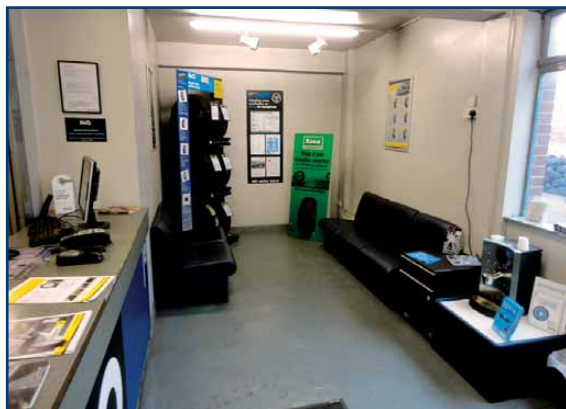
### Energy Performance

**Certificate:** The EPC for this property was commissioned on 15th November and will be undertaken on 22nd November 2013. This will be added to the Legal Pack and available on our website.



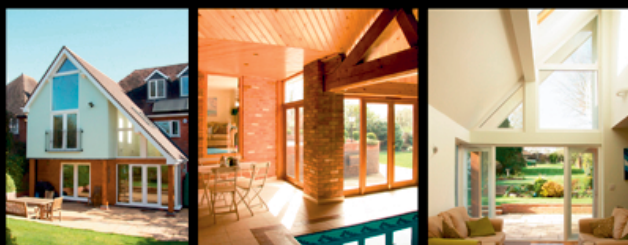


**Freehold Vacant Tyre Depot/Vehicular Workshop**  
Guide Price: £175,000 to £200,000



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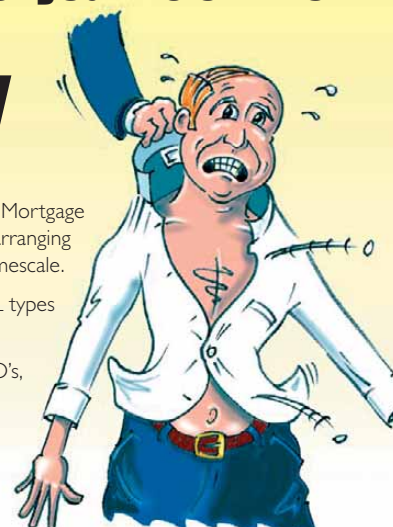
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## LOT 32

**Freehold Investment**  
**By Instruction of the Joint LPA Receivers**  
 Guide Price: £80,000 to £90,000

**102 Minster Road, Stourport-On-Severn, Worcestershire DY13 8AJ**



### Property Description:

A traditional end terraced retail premises of brick construction surmounted by a pitched interlocking tile clad roof, situated in a small parade of shops directly fronting Minster Road. The property comprises of a hairdressing salon and an informal flat conversion to the ground floor along with a separate flat to the first floor. The property benefits from mostly UPVC double glazed windows, shared gas fired central heating and is generally in a good well maintained condition. Minster Road provides direct access to Stourport Town Centre being within approximately one third of a mile distance.

### Tenancy Information:

The property is currently let as follows:

Hairdressing Salon: Subject to a lease for a term of 3 years from 22nd July 2013 at a rental of £433.50 per calendar month (£5,202 per annum)

Flat 102A: Let on a Tenancy Agreement at a rental of £95 per week (£4,940 per annum)

Flat 102B: Let on a Tenancy Agreement at a rental of £110 per week (£5,720 per annum)

Total Rental Income: £15, 862 per annum inclusive of heat, light, water and rates/council tax

### Accommodation:

**Ground Floor:**  
 Hairdressing Salon: 19.82sq.mtrs (213sq.ft),  
 Store/Office: 4.44sq.mtrs (48sq.ft),

Kitchen: 6.19sq.mtrs (66sq.ft),  
 Cloak Room with wc and wash basin

**Flat 102A:**  
**Ground Floor:**  
 Side Entrance, Stairs and Landing

**First Floor:**  
 Open Plan Lounge/Kitchen, Bathroom with bath having shower over, pedestal wash basin and wc, Double Bedroom

**Flat 102B:**  
**Ground Floor (Rear)**  
 Side Entrance Hall, Open Plan Lounge/ Kitchen, french doors to gravelled private Courtyard, Bathroom having panelled bath with electric shower over, pedestal wash basin and wc, Double Bedroom

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

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

**Energy Performance Certificate:**  
 The EPC for this property was commissioned on 15th November and will be undertaken on 19th November 2013. This will be added to the Legal Pack and available on our website.



**LOT 33**

**Freehold Vacant Possession**

Guide Price: £165,000 - £185,000

**120 – 122 Himley Road, Dudley, West Midlands DY1 2QQ**



**Property Description:**

A pair of former two storey semi-detached properties set back from the road behind lawned gardens and tarmacadam covered driveway giving access to forecourt and off road parking. The property has been converted for a use as a care home and the accommodation comprises of 20 bedrooms along with living and dining accommodation, kitchens and WC's. The property requires modernisation and improvement throughout and has suffered from some vandalism. The property may be suitable for a variety of uses however all interested parties must satisfy themselves in full with regards any proposals they may have with Dudley Metropolitan Borough Council prior to bidding. The property is located on Himley Road (B4176) close to the junction with Dibdale Street.

**Accommodation:**

**Ground Floor:**

Entrance Hallway x 2, Six Lounges, Dining Room, Kitchen, Office x 2, Bathroom x 3, WC x 3 and Bedrooms 1 to 8, Lift and stair Access to

**First Floor:**

Bedrooms 9 to 20 with Bathroom and Store, Lift Access

**Outside:**

(Front) Tarmacadam covered driveway and overgrown lawned garden

(Rear) Garden area

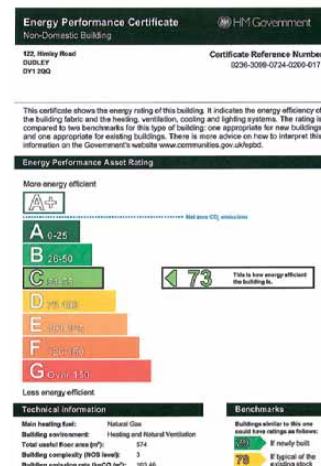
**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** All parties viewing this property must do so with the upmost caution and neither the vendors or auctioneers accept any responsibility for any injury or harm caused.





## LOT 34

## Freehold Residential Investment Property

Guide Price: £375,000 - £400,000

### The Kimbrose Hotel, 11/13 Commercial Road, Gloucester GL1 2DY



#### Property Description:

The city of Gloucester is the county town of Gloucestershire in the south western region of England. The city lies not far from the Welsh border on the River Severn, approximately 32 miles north-east of Bristol and 45 miles south-west of Birmingham.

In 2001, the city had a population of 123,205. However, the built-up area extends beyond the city boundary, and the 2011 census gave the population for the whole Gloucester urban area as 149,820.

Gloucester is served by the M5 motorway, which runs to the east of the city. Junction 12 serves south Gloucester. Junction 11A serves central Gloucester and Junction 11 serves north Gloucester. The A38 runs north to south through Gloucester, connecting the city with Tewkesbury and Bristol. The A40 runs west to east, connecting Gloucester with Cheltenham to the east and the Forest of Dean and Monmouth to the west.

The subject property comprises a pair of predominantly three-storey, middle-of-terrace buildings on the fringe of the city centre, which have been combined to form a hostel.

The buildings are of brickwork construction, partially cement rendered and stone clad. The main roof is of the pitched slate type. The accommodation has been adapted and professionally converted to provide 18 letting bedrooms. There is a basement or cellar, and there are outbuildings to the rear of the property.

The property is fully let, and we are informed the majority of the rental income is paid to the landlord directly by Gloucester City Council.

#### Accommodation:

**Number 11:**  
**Ground Floor:**  
Entrance Lobby  
3 Bedrooms

**First Floor:**  
Landing  
Shower Room/Toilet  
2 Bedrooms  
Kitchen

**Second Floor:**  
Landing  
Store  
3 Bedrooms

**Basement:**  
Cellar

#### Number 13:

**Ground Floor:**  
Front Porch  
Office with shower room and toilet leading off  
Inner Lobby/Hall  
Living Room  
Toilet  
Kitchen  
Bedroom

**First Floor:**  
Landing  
5 bedrooms  
2 Toilets  
Shower Room

**Second Floor:**  
Landing  
3 bedrooms

**Attic/Third Floor:**  
Bedroom

**Basement:**  
Cellar

**Outside:**  
Storage building

**Tenancy Information:**  
We are informed by the vendors the entire property is currently let.

The vendors have supplied to us financial information indicating that

during the course of the last three years, the property has produced an average gross rent by way of lettings to individuals receiving support from Gloucester City Council of £63,231 per annum.

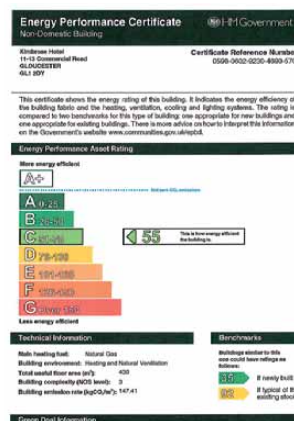
The vendors also inform us that individual occupiers pay a weekly supplement of £15 per week as a contribution towards food.

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233





## LOT 35

**Freehold Vacant Possession**  
 Guide Price: £82,000 - £88,000

### 15 Glendower Avenue, Coventry, West Midlands CV5 8BG

**Property Description:**

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having part double glazed windows however does require modernisation and improvement. The property may benefit from having potential for off road parking to the rear via a service road. Glendower Avenue is located off Broad Lane.

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Through Lounge, Kitchen, Full Width Lean-to

**First Floor:**

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

**Outside:**

(Front) Lawned foregarden

(Rear) Garden with store to rear

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 36

**Freehold Investment**  
 Guide Price: £98,000 - £104,000

### 26 Avenue Road, Rowley Regis, West Midlands B75 0LR

**Property Description:**

A mid-terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having part UPVC double glazing and gas fired central heating. The property further benefits from having modern kitchen fittings. The property is currently let on an Assured Shorthold Tenancy producing a rental income of £550 pcm (£6,600 per annum). Avenue Road is located off Station Road.

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Lounge, Dining Room, Cellar, Kitchen

**First Floor:**

Three Bedrooms and Bathroom having corner bath, shower cubicle, 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



## LOT 37

**Freehold Building Plot**  
 Guide Price: £32,000 - £36,000

### Land adj 75 Florence Road, West Bromwich, West Midlands B70 6LH

**Property Description:**

A parcel of freehold land approximately 0.144 acres in size and situated adjacent to 75 Florence Road, the land has Planning Permission granted for the erection of one detached four bedroomed dwelling house with car parking provision, garage and landscaping to the rear and front. The parcel of land is located on Florence Road which in turn can be found of High street and is within approximately 1 mile from the newly developed square shopping complex in West Bromwich.

Borough Council (Ref: DC/13/55675) and dated 14th April 2013 for the erection of one detached four bedroomed dwelling house with car parking provision, garage and landscaping to the rear and front

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**Planning:**

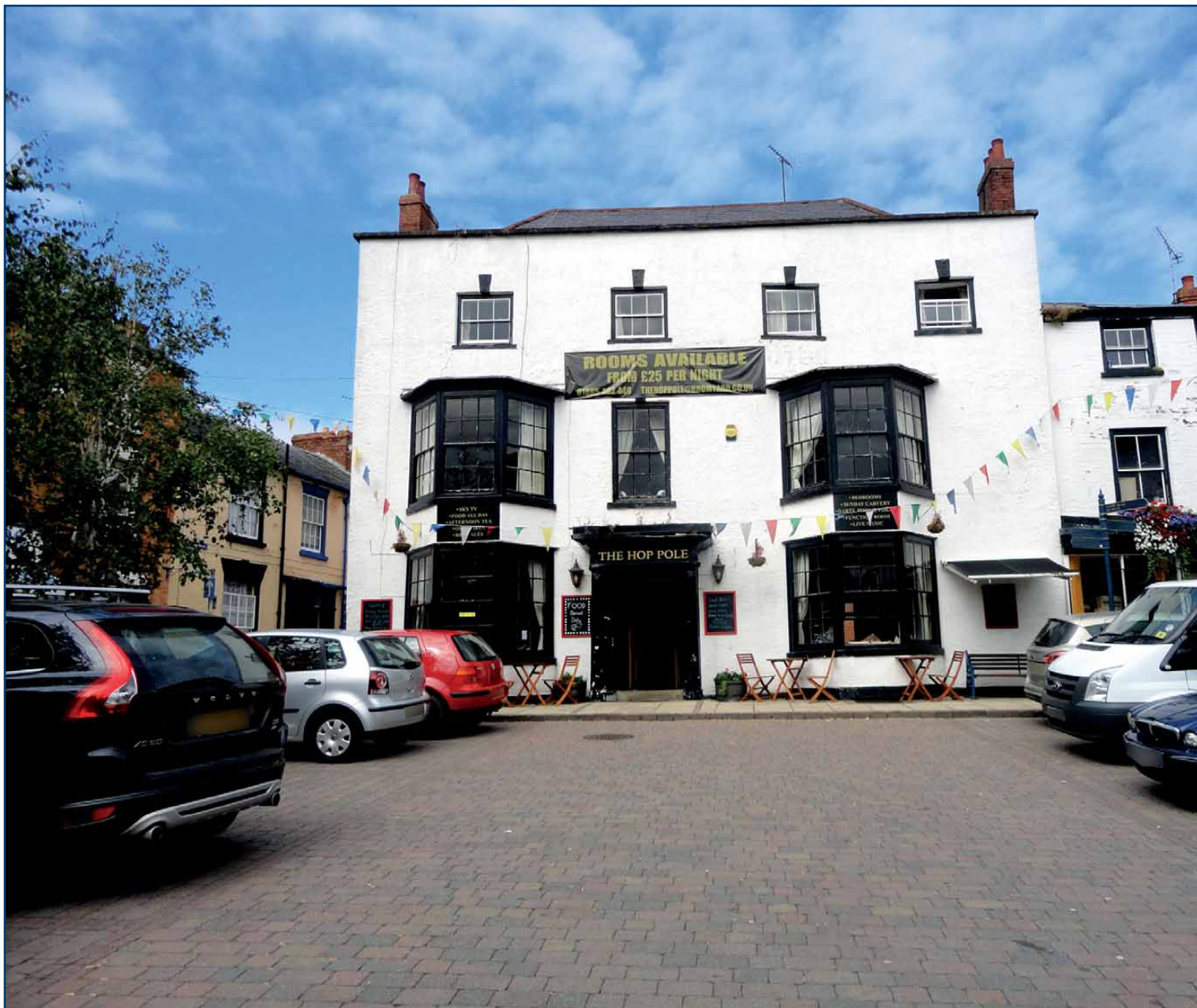
The site benefits from planning consent granted by Sandwell Metropolitan



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

## LOT 38

### The Hop Pole Hotel, 9 Market Square, Bromyard, Herefordshire HR7 4BP



#### Property Description:

An attractive and prominent freehold Town Centre hotel premises located in the well regarded Market Town of Bromyard and set back behind Market Square which provides informal car parking. The property is of three storey brick construction surmounted by a pitched tile clad roof and trades as a Public House/ Restaurant and Hotel having 10 let-able rooms with ancillary staff accommodation. Bromyard comprises of a popular town located off the A44 approximately 10 miles distance from both Worcester and Hereford County Towns.

#### Accommodation:

##### Ground Floor:

Bar with Open Plan Lounge, Dining and Games Area with many traditional period features: 140.24sq.mtrs (1,509sq.ft)

Cellar Access comprising of Four Rooms totalling 67.94sq.mtrs (731sq.ft)  
Inner Hall with Store Cupboard, Kitchen: 12.97sq.mtrs (139sq.ft)  
Wash-up Room: 7.21sq.mtrs (77sq.ft)

##### First Floor:

Stairs and Landing with Laundry Cupboard, Bedroom One (Double), Dining/Function Room: 50.72sq.mtrs

(545sq.ft) with Bar and Kitchenette, Private Staff Quarters comprising Hallway, Double Bedroom, Lounge, Bathroom with bath, wash basin and wc

##### Second Floor:

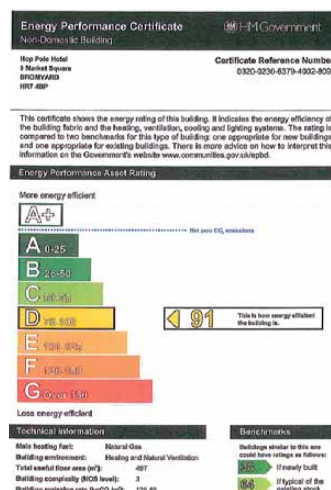
Stairs and Landing, 9 Double Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin and wc

#### Legal Documents:

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

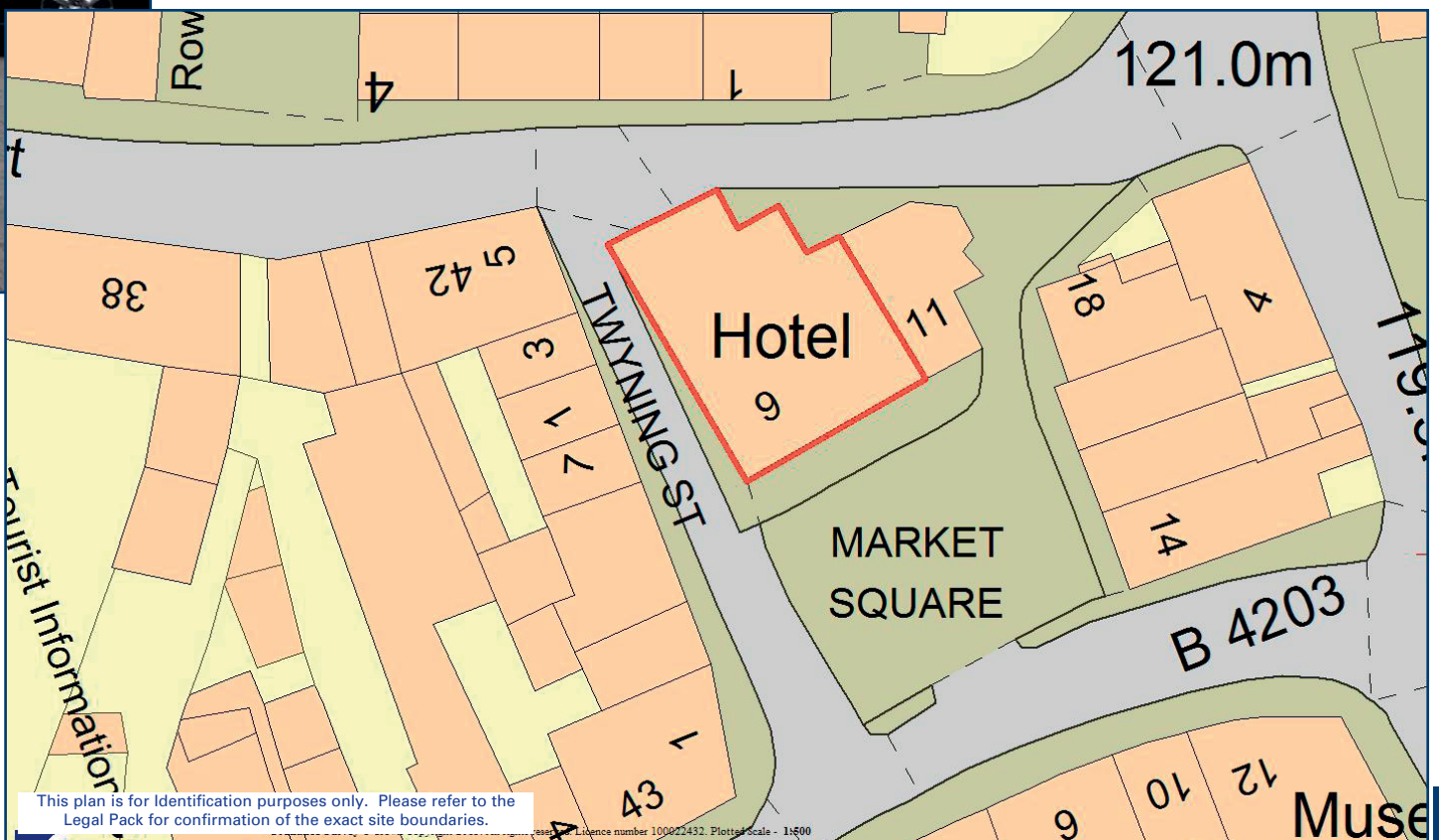
#### Viewings:

Via Cottons – 0121 247 2233





**Freehold Hotel Premises with Vacant Possession**  
Guide Price: £220,000 to £250,000 Plus VAT



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

Licence number 100022432. Plotted scale - 1:500



## LOT 39

131 Lichfield Street, Walsall, West Midlands WS1 1SY



### Property Description:

Walsall is a large industrial town within the West Midlands conurbation and is part of the Black Country. The town is located approximately 8 miles northwest of Birmingham city centre and 6 miles east of the city of Wolverhampton.

As at the 2011 census, the town's built-up area had a population of 67,594, with a wider borough population of 269,323.

Walsall has many industries, but is internationally famous for its leather trade.

The national motorway network is accessible at Junctions 7, 9 and 10 of the M6 motorway, all of which are within three miles of the town.

The subject property occupies a prominent corner position on the eastern side of Lichfield Street at its junction, with Whittimere Street, approximately 350 metres from the pedestrianized retailing centre of Walsall, in what is generally regarded as being one of the best professional office areas within the town.

The property comprises a detached, three-storey, double-fronted period office building, with later single-storey additions to the rear and right-hand side. The building has its own car park at the rear.

### Accommodation:

**Note:** We have divided the accommodation between those parts of the property that are let and the part that is unoccupied:

#### Premises Let to Countrywide Estate Agents, Trading as Bairstow Eves:

##### Ground Floor:

Through left-hand reception office, two further offices, separate reception office to right-hand side, with further office, kitchen and toilet.

##### Net Internal Area:

Approximately 1,388 sq ft (128.9 sq meters)

##### Basement:

Cellar storage with two principal areas.

##### Gross Internal Area:

Approximately 337 sq ft (31.3 sq meters)

##### Second Floor/Attic:

Two store rooms (left-hand side and middle).

##### Net Internal Area:

Approximately 450 sq ft (41.8 sq meters)

#### Vacant Part of Property

##### First Floor:

Glass-fronted waiting room/reception office, through right-hand side office, two further offices, kitchen and toilet.

### Net Internal Area:

Approximately 739 sq ft (68.7 sq meters)

### Second Floor/Attic:

Right-hand side store room having stud partition and toilet.

### Net Internal Area:

Approximately 341 sq ft (31.7 sq meters)

The vestibule entrance hall and first and second floor landings are regarded as common parts, and are, therefore excluded from the above floor areas.

Total floor area, including second floor/attic and basements 3,255 sq ft (302.4 sq meters)

### Outside:

There are between 7-9 car parking spaces to the rear car park, 2 of which are to be allocated to the occupier of the vacant accommodation.

### Tenancy Information:

As described above, the majority of the property comprising the entirety of the ground floor, basement/cellar and two left-hand rooms on the second floor/attic is occupied by Countrywide Estate Agents, trading as Bairstow Eves, by way of an internal repairing lease where the contractual term expires 24 December 2013. The passing rent is £18,000 pa exclusive, payable quarterly in advance. We

understand no formal notices have been served under the Landlord & Tenant Act 1954, bringing the current lease to an end. In these circumstances, the lease will continue.

The remainder of the property, as described above, comprising the first floor and right-hand room on the second floor/attic, together with 2 parking spaces, is offered with vacant possession.

The building may, therefore, be of interest to owner/occupiers or investors seeking to improve the rental income.

### Legal Documents:

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

### Viewings:

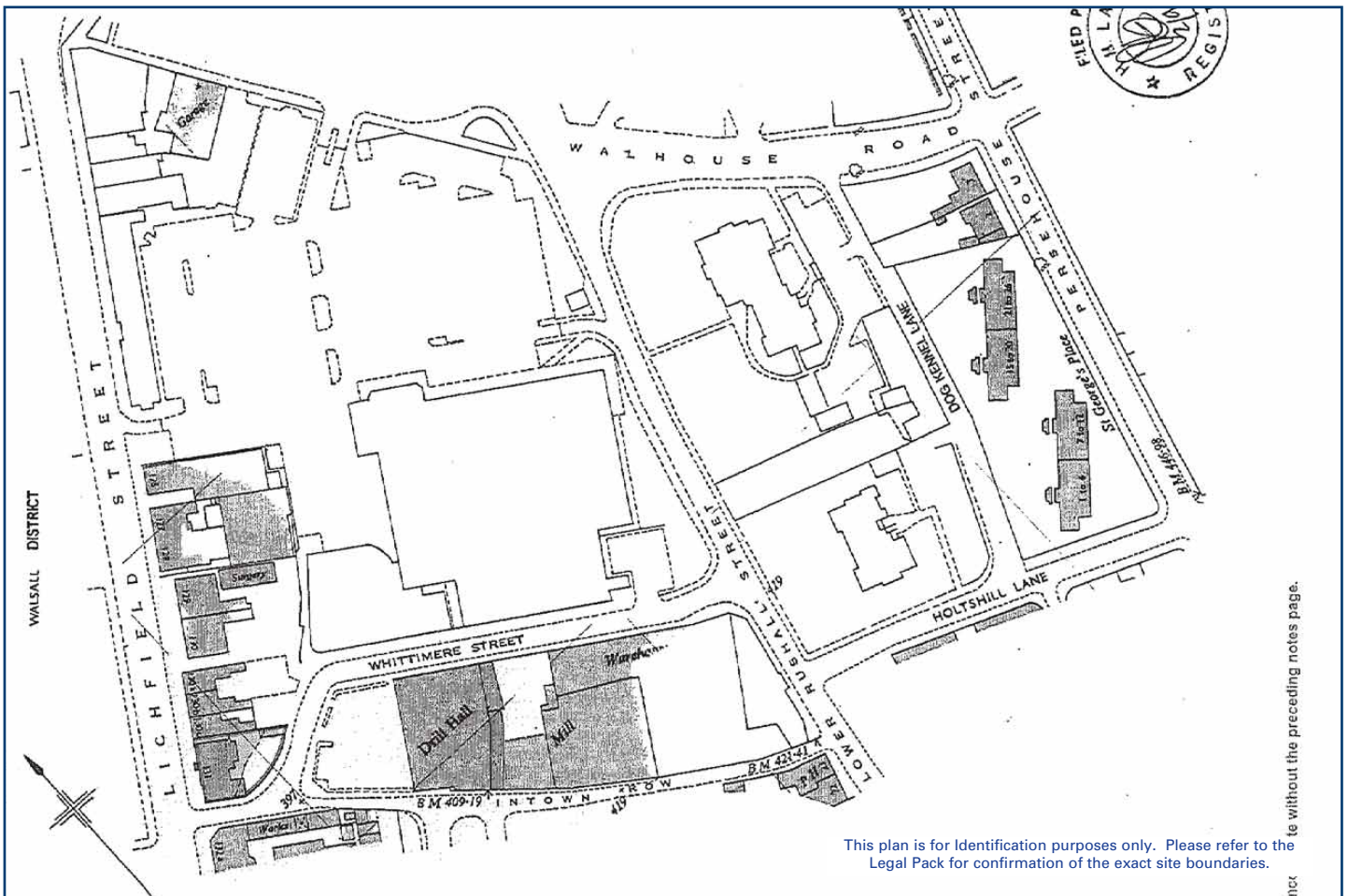
Via Cottons – 0121 247 2233

**EPC:** Commissioned on 14th November 2013





**Freehold Office Investment Property with  
Potential to Improve the Rental Income**  
Guide Price: £125,000-£145,000





## LOT 40

## Freehold Industrial Property with Vacant Possession

Guide Price: £140,000 - £160,000

**Formerly Willenhall Locks, Stringes Lane and John Harper Street, Willenhall, West Midlands WV13 1LF**



### Property Description:

Willenhall is a medium-sized town within the West Midlands conurbation, with a population of approximately 40,000.

The town is situated four miles east of Wolverhampton city centre and four miles west of Walsall town centre.

Willenhall has an industrial heritage, and has been famous for the manufacture of locks and keys since the late 18th century. Indeed, the subject property was formerly occupied by a company engaged in lock manufacture.

Willenhall is within 1½ miles of Junction 10 of the M6 motorway, providing access to the national motorway network. Main arterial roads run through the area, including the Keyway, which runs from Willenhall to Wolverhampton, and the A454 Black Country route.

The subject property briefly comprises a range of modern and older-style, mainly single storey and part two storey industrial buildings built around a yard approached by. These buildings are of various ages and forms of construction, and are identified as building numbers 1, 2 and 3 on the plan.

### Accommodation:

**Building 1:**  
Ground floor workshop  
1,447 sq ft  
(134.4 sq meters)

First Floor Offices 1,783 sq ft  
(165.6 sq meters)

### Building 2:

Part A  
Workshop 3,961 sq ft  
(368 sq meters)

Part B  
Workshop 5,350 sq ft  
(497 sq meters)

### Building 3:

Workshop 4,782 sq ft  
(444.2 sq meters)

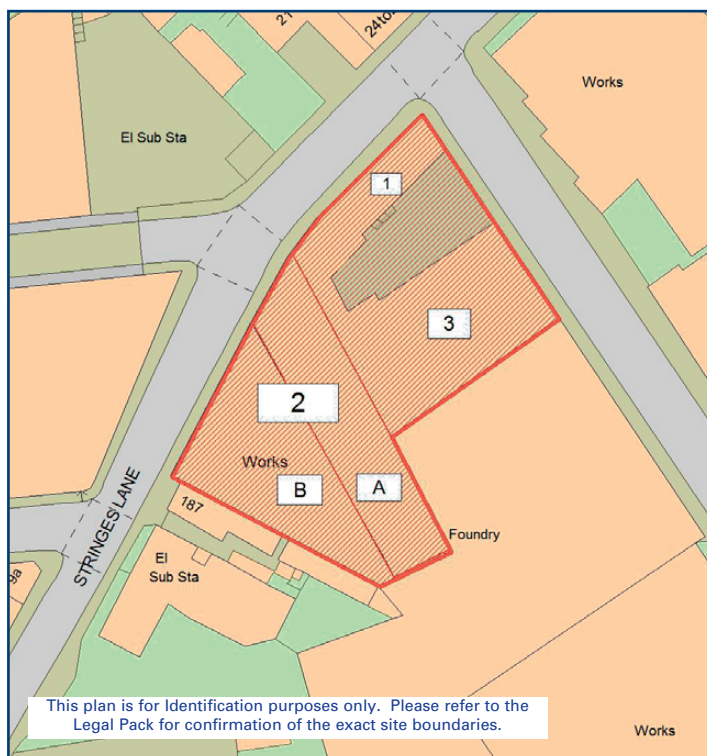
Total Gross Internal Area 17,323 sq ft  
(1,609.3 sq meters)

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





**LOT 41**
**Freehold Industrial Property with Vacant Possession**  
 Guide Price: £179,000 - £199,000

**Formerly Willenhall Locks Hardware Division, John Harper Street, Willenhall, West Midlands WV13 1RE**

**Property Description:**

Willenhall is a medium-sized town within the West Midlands conurbation, with a population of approximately 40,000.

The town is situated four miles east of Wolverhampton city centre and four miles west of Walsall town centre.

Willenhall has an industrial heritage, and has been famous for the manufacture of locks and keys since the late 18th century. Indeed, the subject property was formally occupied by a company engaged in lock manufacture.

Willenhall is within 1½ miles of Junction 10 of the M6 motorway, providing access to the national motorway network. Main arterial roads run through the area, including the Keyway, which runs from Willenhall to Wolverhampton, and the A454 Black Country route.

The property comprises two relatively modern steel framed industrial buildings fronting John Harper Street, identified as Buildings 4 and 5 on the location plan.

Building 4 has an eaves height of approximately 5.3 meters, and is constructed in two bays of steel-framed construction with a variety of wall and roof cladding materials.

Building 5 comprises a modern single-storey steel framed workshop built in 4 bays, with an eaves height of

approximately 3.3 meters, and with predominantly brickwork wall cladding.

**Accommodation:**

**Building 4**  
 Workshop  
 4,571 sq ft (424.6 sq meters)

**Building 5**  
 Workshop including kitchen and canteen 9,472 sq ft (879.9 sq meters)  
 Total Gross Internal Area 14,043 sq ft (1,304.6 sq meters)

**Special Note:**

Prospective purchasers should note that there is currently no toilet accommodation within the subject property. We are, however, informed by the vendors that there was a former toilet block located within Building 4, and accordingly mains water and drainage are available so that a purchaser could reinstate toilet facilities at their own cost after completion.

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



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

**SELLERS**

## LOT 42

### Freehold Lock Up Garage Investment

Guide Price: £50,000 to £57,000

#### 18 Lock Up Garages, Colina Close, Coventry CV3 3EG



##### Description:

A freehold lock up garage investment comprising of 18 lock up garages, as detailed in Title No. WM276866 and arranged in two separate blocks situated directly adjacent to a flat development and forming part of a residential area.

Each garage is currently let producing a Total Rental Income of £6,630 per annum.

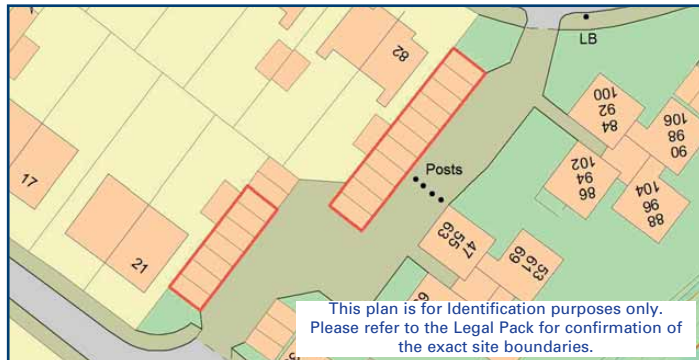
##### Legal Documents:

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

##### Viewings:

External Only

The garages are accessed partly from Colina Close and partly from Yarningale Road, the latter leading off St James's Lane which in turn leads off London Road (B4110).



## LOT 43

### Freehold Ground Rent Investments

Guide Price: £10,000 to £13,000

#### Freehold Residential Ground Rent Investments 3, 4, 5 & 7 Treasure Close, Amington, Tamworth, Staffordshire B77



##### Description:

Four freehold ground rents secured upon modern semi detached houses located in Treasure Close in the residential suburb of Amington and subject to long leaseholds for a term of 99 years from 24th June 1970 at the following ground rents:

Number 4: Ground Rent £25 per annum

Total Ground Rent Income: £115 per annum

##### Legal Documents:

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

##### Viewings:

Not Applicable

Numbers 3, 5 & 7: Ground Rent £30 per annum each

## LOT 44

### Freehold Ground Rent Investments

Guide Price: £10,000 to £13,000

#### Freehold Residential Ground Rent Investments 8, 9, 11 & 15 Treasure Close, Amington, Tamworth, Staffordshire B77



##### Description:

Four freehold ground rents secured upon modern semi detached houses located in Treasure Close in the residential suburb of Amington and subject to long leaseholds for a term of 99 years from 24th June 1970 at a ground rent of £25 per annum each.

##### Legal Documents:

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

##### Viewings:

Not Applicable

Total Ground Rent Income: £100 per annum



**LOT 45**
**Freehold Ground  
Rent Investments**  
 Guide Price: £13,000 to £16,000

**Freehold Residential Ground Rent  
Investments 12, 17, 29, 31 & 35 Treasure  
Close, Amington, Tamworth, Staffordshire  
B77**
**Description:**

Five freehold ground rents secured upon modern semi detached houses located in Treasure Close in the residential suburb of Amington and subject to long leaseholds for a term of 99 years from 24th June 1970 at the following ground rents:

Numbers 12, 17 & 35: Ground Rent £25 per annum each.

Numbers 29 & 31: Ground Rent £30 per annum each.

Total Ground Rent Income: £135 per annum

**Legal Documents:**

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

**Viewings:**

Not Applicable

**LOT 46**
**Freehold Ground  
Rent Investments**  
 Guide Price: £10,000 to £13,000

**Freehold Residential Ground Rent  
Investments 43, 57, 61 & 65 Torc Avenue,  
Amington, Tamworth, Staffordshire B77**
**Description:**

Four freehold ground rents secured upon modern semi detached houses located in Torc Avenue in the residential suburb of Amington and subject to long leaseholds for a term of 99 years from 24th June 1970 at the following ground rents:

Number 43:  
Ground Rent £30 per annum

Numbers 57, 61 & 65:  
Ground Rent £25 per annum each

Total Ground Rent Income:  
£105 per annum

**Legal Documents:**

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

**Viewings:**

Not Applicable

**LOT 47**
**Freehold Ground  
Rent Investments**  
 Guide Price: £11,000 to £14,000

**Freehold Residential Ground Rent  
Investments 52, 68, 71 & 87 Torc Avenue,  
Amington, Tamworth, Staffordshire B77**
**Description:**

Four freehold ground rents secured upon a range of modern detached, semi detached and terraced houses located in Torc Avenue in the residential suburb of Amington and subject to long leaseholds for a term of 99 years from 24th June 1970 at the following ground rents:

Numbers 52, 71 & 87:  
Ground Rent £30 per annum each

Number 68: Ground rent £20 per annum.

Total Ground Rent Income: £110 per annum

**Legal Documents:**

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

**Viewings:**

Not Applicable

**LOT 48**
**Freehold Ground  
Rent Investments**  
 Guide Price: £10,000 to £12,000

**Freehold Residential Ground Rent  
Investments 96, 106, 110 & 114 Torc  
Avenue, Amington, Tamworth,  
Staffordshire B77**
**Description:**

Four freehold ground rents secured upon modern terraced houses located in Torc Avenue in the residential suburb of Amington and subject to long leaseholds for a term of 99 years from 24th June 1970 at a ground rent of £20 per annum each.

Total Ground Rent Income:  
£80 per annum

**Legal Documents:**

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

**Viewings:**

Not Applicable

## LOT 49

**Freehold Ground Rent**  
Guide Price: £2,000 PLUS

### 10 Blackmore Lane, Bromsgrove, Worcestershire B60 1AB

**Description:**

A freehold ground rent secured upon a modern mid terraced house situated in a cul-de-sac which leads off Birmingham Road conveniently within a third of a mile distance from Bromsgrove Town Centre.

The property is subject to a long leasehold interest for a term of 99 years which commenced on 1st June 1976 at a current ground rent of £60 per annum, rising in 2042 to £80 per annum for the remainder of the term.

**Legal Documents:**

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

**Viewings:**

Not Applicable



## LOT 50

**Freehold Ground Rent**  
Guide Price: £2,000 PLUS

### 327 Adams Hill, Bartley Green, Birmingham, B32 3PB

**Description:**

A freehold ground rent secured upon a modern link detached house situated in a residential area and located between Woodgate Lane and Jiggins Lane approximately five miles distance to the south west of Birmingham city centre.

The property is subject to a long leasehold interest for a term of 99 years which commenced on 1st September 1976 at a current ground rent of £60 per annum, rising in 2042 to £80 per annum for the remainder of the term.

**Legal Documents:**

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

**Viewings:**

Not Applicable



## LOT 51

**Freehold Ground Rent**  
Guide Price: £2,000 PLUS

### 329 Adams Hill, Bartley Green, Birmingham, B32 3PB

**Description:**

A freehold ground rent secured upon a modern semi detached house situated in a residential area and located between Woodgate Lane and Jiggins Lane approximately five miles distance to the south west of Birmingham city centre.

The property is subject to a long leasehold interest for a term of 99 years which commenced on 1st September 1976 at a current ground rent of £60 per annum, rising in 2042 to £80 per annum for the remainder of the term.

**Legal Documents:**

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

**Viewings:**

Not Applicable





**LOT 52** **A Portfolio of Freehold Ground Rent Investments**  
 Guide Price: £7,000 to £9,000

**Freehold Ground Rents**  
**28, 61 & 67 Bryn Morgrus,**  
**Pontardawe, West Glamorgan SA8**
**Description:**

A portfolio of freehold ground rents secured upon a semi detached and two detached houses situated in the town of Pontardawe.

The properties are each subject to a long lease for a term of 99 years from 25th March 1973 with each lessee paying a ground rent of £25 per annum.

Total Ground Rent Income:  
£75 per annum

**Legal Documents:**

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

**Viewings:**

Not Applicable

**LOT 53** **A Portfolio of Freehold Ground Rent Investments**  
 Guide Price: £7,000 to £9,000

**Freehold Ground Rents**  
**75, 85 & 87 Bryn Morgrus,**  
**Pontardawe, West Glamorgan SA8**
**Description:**

A portfolio of freehold ground rents secured upon a semi detached and two detached houses situated in the town of Pontardawe.

The properties are each subject to a long lease for a term of 99 years from 25th March 1973 with each lessee paying a ground rent of £25 per annum.

Total Ground Rent Income: £75 per annum

**Legal Documents:**

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

**Viewings:**

Not Applicable

**LOT 54** **A Pair of Residential Freehold Ground Rents**  
 Guide Price: £6,000 to £7,500

**Freehold Ground Rents**  
**12 & 14 Burns Crescent, Caldicot,**  
**Gwent NP23 4LP**
**Description:**

A pair of freehold ground rents secured upon a pair of semi detached houses situated in the town of Caldicot.

The properties are each subject to a long lease for a term of 99 years from 1st July 1963 with each lessee paying a ground rent of £15 per annum.

Total Ground Rent Income: £30 per annum

**Legal Documents:**

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

**Viewings:**

Not Applicable

**LOT 55** **Freehold Ground Rent Investment**  
 Guide Price: £6,000 to £8,000

**Freehold Ground Rent 93A Union Road,**  
**Shirley, Solihull, West Midlands B90 3BZ**
**Description:**

A freehold ground rent secured upon a modern detached house constructed circa 1960 and set back from Union Road behind a forecourt parking area and situated in the popular residential suburb of Shirley, Solihull. The property is subject to a long lease for a term of 99 years which commenced on 24th June 1962 at a ground rent of £25 per annum.

**Legal Documents:**

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

**Viewings:**

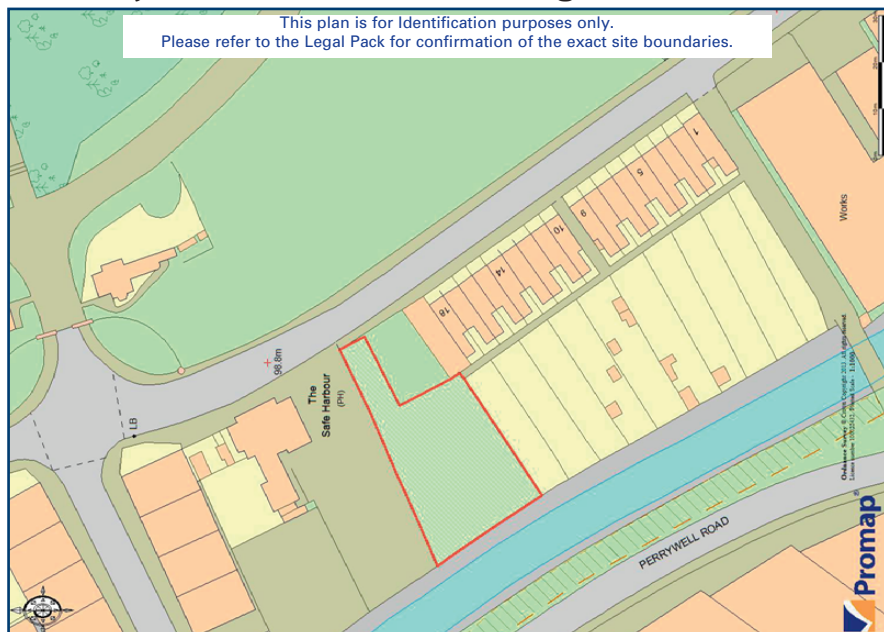
Not Applicable



## LOT 56

**Freehold Development Land**  
Guide Price: £88,000 - £95,000

**Land adj to 18 Moor Lane, Birmingham, B6 7AE**



**ENTRANCE TO SITE**

### Property Description:

A parcel of freehold development land extending to an area of approximately 0.218 acres and accessed via a drive way of Moor lane adjacent to number 18. The land currently comprises of overgrown scrub land

and is approximately 3 miles from Birmingham City Centre.

### Planning:

Planning consent was granted by Birmingham City Council (Ref 2011/06858/PA and dated the 6th

December 2011) for the erection of 3 no. Two & half storey terraced dwelling houses, car parking and associated landscaping.

### Legal Documents:

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

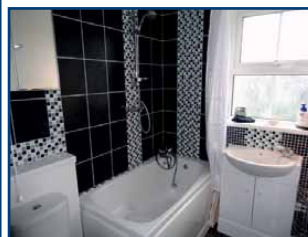
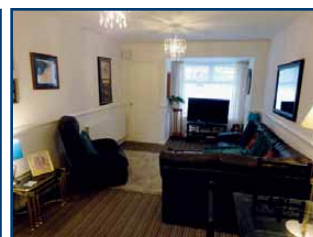
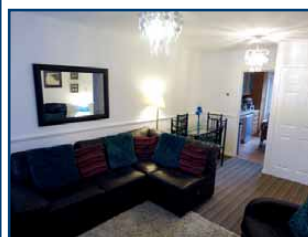
### Viewings:

Via Cottons – 0121 247 2233

## LOT 57

**Leasehold Vacant Possession**  
Guide Price: £65,000 - £69,000

**74 Walkers Heath Road, Kings Norton, Birmingham B38 0AW**



### Property Description:

A two bedroomed ground floor maisonette of brick construction surmounted by a tiled roof. The property is set back from the road behind a lawned foregarden. The property benefits from having double glazing, gas fired central heating and modern kitchen and bathroom fittings and is offered for sale in a

presentable condition. Walkers Heath Road is located off Harbinjer Road and the property is close to the junction with Lazy Hill.

### Accommodation:

#### Ground Floor:

Inner Vestibule, Living/Dining Room, Kitchen, Inner Lobby, Two Bedrooms

and Bathroom having panelled bath, wash basin and WC

### Outside:

(Front) Lawned Garden

(Rear) Lawned Garden and Garage located in a separate block

### Leasehold Information:

Term: 99 years from 9th April 1979  
Ground Rent: £50 per annum

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



**LOT 58**

**Freehold Investment**  
**By Instruction of the Joint LPA Receivers**  
 Guide Price: £170,000 to £180,000

**152 – 154 Cape Hill, Smethwick, West Midlands B66 4PH**

**Property Description:**

A freehold investment opportunity comprising of a ground floor takeaway/restaurant premises with two self-contained flats to the first floor and forming part of a traditional mid terraced two storey retail premises of brick construction surmounted by a pitched tile clad roof. The property is situated directly fronting Cape Hill close to the junction with Montague Road and forming part of a busy retail parade which serves the surrounding predominantly residential catchment area.

**Tenancy Information:**

Ground Floor & Flat 152: Let on a lease trading as Pure Peri Peri for a

term of 15 years from 10th February 2013 at a rental of £15,600 per annum subject to rent review on 10th February 2018

Flat 154: Let on an Assured Shorthold Tenancy at a rental of £325 per calendar month (£3,900 per annum) Total Rental Income: £19,500 per annum

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

Double Fronted Restaurant/Takeaway Premises having 40 Covers with Takeaway/Kitchen Area and Separate Seating Area, Customer Toilet with wash basin, Preparation Room, Office,

Wash/Store/Freezer Room with Two Cold Stores

Gross Internal Area:  
100.2sq.mtrs (1,078sq.ft)

**Outside:**

Rear concrete yard area accessed by shared right of way, external stairs to

Flat 152: Lounge, Kitchen, Shower Room with wc and wash basin, Double Bedroom and Boarded Loft Area

Flat 154: (not Inspected) however it is understood to contain similar accommodation to flat 152

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**Energy Performance**

**Certificate:** The EPC for this property was commissioned on 13th November 2013. This will be added to the Legal Pack and available on our website.

**MAILING LIST**

We are currently updating our mailing list so, if you require a catalogue for our next auction on Tuesday 25th February 2014 at Aston Villa Football Club, Aston Villa, Birmingham. Please complete the slip found at the back of this Viewing Schedule, and hand it to us at the auction or post it to us at the address provided.

**Cottons**  
 CHARTERED SURVEYORS

## LOT 59

## Freehold Cafe and Residential Flat Investment

Guide Price: £86,000 – 92,000

120 The Green, Wednesbury, West Midlands WS10 8JP



### Property Description:

A freehold property comprising of a ground floor cafe and two residential self-contained flats to the rear. The cafe is currently let on a Lease for a term of 5 years from 16th of May 2012 producing a rental of £80.00 per week. The flat located to the rear of the property benefits from having UPVC double glazing, gas fired central heating and are currently both let producing a total of £210 per week. A schedule of rents is detailed below. The Green is located of both Heath Road and Midland Road

### Schedule of Rent:

Cafe: Let on a Lease for a term of 5 years from 16th of May 2012 at £80 per week (£4,160 per annum)

Ground Floor Flat: Let at £110 per week (£5,720 per annum)

First Floor Flat: Let at £100 per week (£5,200 per annum)

### Accommodation:

#### Ground Floor:

Seating and Serving Area  
(19.69 sq.mtrs)  
Preparation and Cooking Area:  
(12.04 sq.mtrs)  
WC

### Rear of the Property:

#### Ground Floor Flat:

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

#### First Floor:

##### Rear Flat:

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

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

### Energy Performance Certificate:

the EPC for this property was commissioned on 15th November 2013. This will be added to the Legal Pack and available on our website.



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**LOT 60**
**Freehold Residential Investment Opportunity**  
**By Instruction to the Joint LPA Receivers**  
 Guide Price: £100,000 - PLUS

**34 Waverley Road, Small Heath, Birmingham B10 0ER**
**Property Description:**

An end terraced property of traditional brick construction surmounted by a pitched tile clad roof, situated at the junction with Malmesbury Road and forming part of an established residential area. The property originally comprised of a corner shop and is currently arranged to provide a ground floor flat with four bedsit flats to the first and second floors and is currently in need of modernisation and improvement throughout. The property is situated within close proximity to Small Heath Park and a range of local amenities and services are situated on Coventry Road being within approximately one

quarter of a mile distance. Waverley Road leads off Golden Hillock Road which in turn leads off Small Heath Highway (A45) providing direct access to Birmingham City Centre.

**Tenancy Information:**

The Ground Floor Flat is currently let on an Assured Shorthold Tenancy at a rental of £360 per calendar month (£4,320 per annum) and the remainder of the property is currently vacant.

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

Ground Floor Flat: Reception Hall, Bedroom, Lounge, Breakfast Kitchen, Dining Room, Bathroom with bath,

wash basin and wc, Secure Gated Yard Area with covered stairs to first floor.

**First Floor:**

Reception Hall  
 Bedsit One: Kitchen, Shower Room with wc, Bed/Living Room  
 Bedsit Two: Bed/Living Room/Kitchen and Shower Room with wc  
 Bedsit Three: Bed/Living Room, Kitchen and Shower Room with wc

**Second Floor:**

Flat Four: Stairs and Landing, Living Kitchen with Loft Store, Shower Room with wc and Double Bedroom

**Outside:**

Block paved forecourt, secure rear yard with wooden garage, covered yard area and brick stores

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 61

### Leasehold Vacant Former Doctors Surgery

Guide Price: £92,000 - £98,000

Former Doctors Surgery, Vicarage Road, Oldbury, B68 8HL



#### Property Description:

A detached single storey former doctor's surgery of brick construction surmounted by a tiled roof occupying a site roughly rectangular in shape and extending to an area of approximately 0.154 acres. The property may be suitable to a variety of uses however all interested parties must satisfy any proposals they have in full with Sandwell Metropolitan Borough Council before bidding. The surgery is located on Vicarage Road close to the junctions with Crosswells Road and Dogkennel Lane.

#### Accommodation

##### Ground Floor

Entrance Hall, Reception and Waiting Area, WC, Treatment Rooms 1 to 4, Office Area, WC and Store

##### Outside

(Front) Lawned garden area with side tarmac covered driveway leading to

(Rear) Car parking area

#### Gross Internal area

Approximately 95.10 sq.m

#### Leasehold Information

Term: 99 years from 1st January 1987

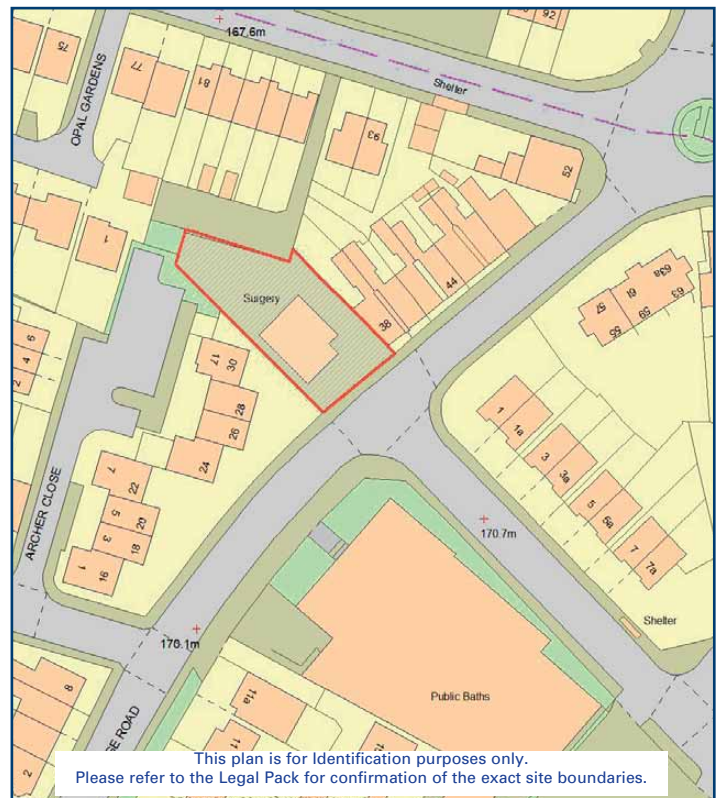
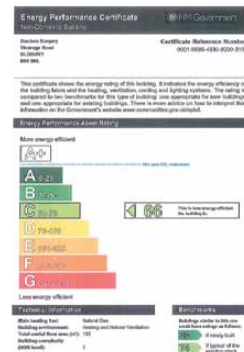
Ground Rent: Please refer to legal pack

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233

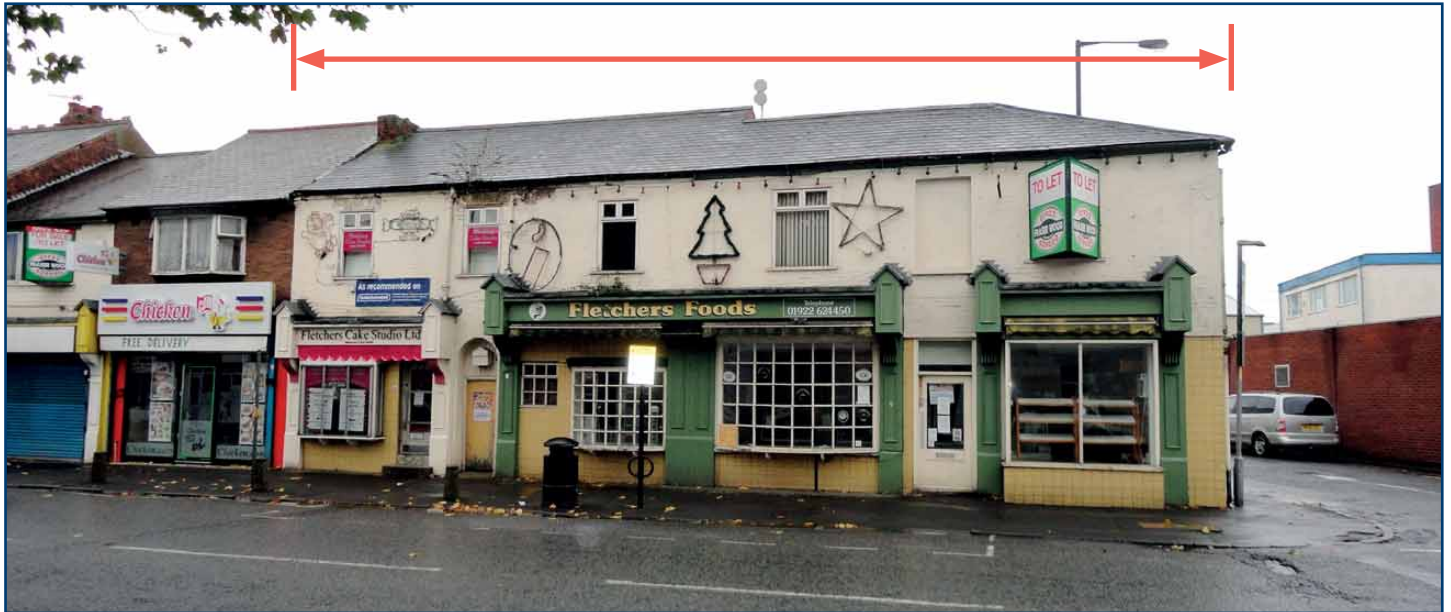




## LOT 62

**By Instruction of the Mortgagees in Possession**  
**Freehold Commercial/Retail Premises**  
 Guide Price: £90,000 to £100,000

**72 – 74 Stafford Street, Walsall, West Midlands, WS2 8DR**



### Property Description:

A two storey triple fronted retail premises of traditional brick construction surmounted by a pitched replacement tile clad roof requiring refurbishment and repair throughout and prominently situated at the junction with Short Acre Street which provides considerable return frontage. The property has previously been used as a long established bakery and cake shop known as 'Fletcher's' and forms part of an established and traditional mixed area predominantly containing a range of retail and industrial premises, conveniently within approximately half a mile to the north of Walsall town centre and one mile to the east of the M6 Motorway (Junction 10) providing access to the midland motorway network.

### First Floor:

Storage Accommodation: 89.64sq.mtrs (965sq.ft)

### Outside:

Pedestrian entry access to small yard area and various external stores (not inspected)

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The Auctioneers' Administration Fee for this property will be £750 plus VAT (and not our standard Administration fee of £395 plus VAT) and will be payable in the Auction Room following exchange of contracts.



### Accommodation:

#### No. 72:

#### Ground Floor:

Retail Shop: 22.72sq.mtrs (244sq.ft)

#### First Floor:

Stairs and Landing  
 3 Rooms: 26.33sq.mtrs (283sq.ft)  
 intercommunicating with No. 73/74

#### Outside:

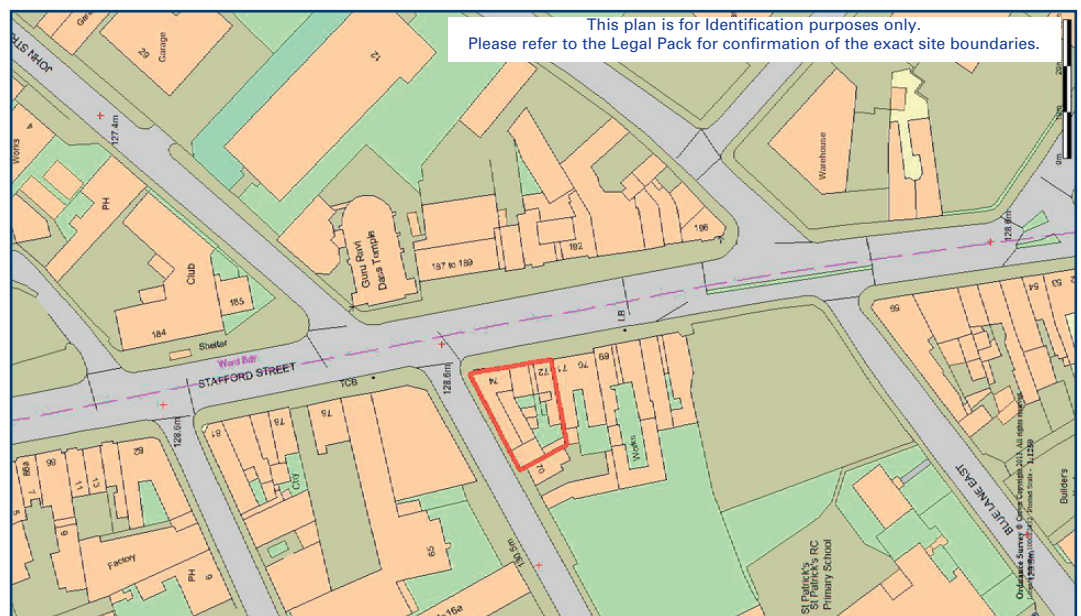
Pedestrian entry access to rear yard area, ladies and gents toilets and two brick built stores (not inspected)

#### No. 73/74:

#### Ground Floor:

Double Retail Shop: 44.12sq.mtrs (475sq.ft)

Rear Kitchens, Preparation Rooms and Stores: 135.91sq.mtrs (1,463sq.ft)



## LOT 63

**Freehold Vacant Possession**  
Guide Price: £62,000 - £68,000

### 18 St.Elizabeths Road, Foleshill, Coventry, CV6 5BY

**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 glazing and gas fired central heating. St. Elizabeths Road is located off Princess Street and Eld Road both of which can be found off Station Street East.

**Accommodation:**

**Ground Floor:**

Lounge, Dining Room, Kitchen, Pantry

**First Floor:**

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

**Outside:**

(Rear) Garden

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 64

**Freehold Investment**  
Guide Price: £55,000 - £59,000

### 47 Severn Road, Blakenhall, Walsall, WS3 1NU

**Property Description:**

A semi detached property set back from the road behind a concrete foregarden allowing for off road parking, the property benefits from central heating and UPVC glazed windows. The property is located on Severn Road close to the junction with Avon Road. The property is currently let on an Assured Shorthold Tenancy Agreement at a current rental income of £550.00 pcm (£6,600 per annum).

**Accommodation:**

**Ground Floor:**

Reception Hall, Living Room, Dining Kitchen, Rear Lobby and Separate WC.

**First Floor:**

Stairs and Landing, Three Bedrooms, Bathroom with bath, wash hand basin and WC.

**Outside:**

Front – concrete yard and garden.

**Outside Rear:**

Patio and lawned garden.

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233





**LOT 65****Freehold Vacant Possession**

Guide Price: £60,000 to £70,000

**40 Alvecote Cottages, Alvecote Lane, Alvecote, Tamworth B79 0DJ****VIEW TO REAR ELEVATION****Property Description:**

A mid terraced cottage of brick construction surmounted by a pitched tile clad roof, requiring modernisation and improvement throughout. The property is located in the popular North Warwickshire village of Alvecote close to Alvecote Pools and overlooking agricultural land to the rear. The property is within convenient travelling distance of Tamworth Town Centre providing a wide range of shopping and leisure amenities. The M42 Motorway is

accessible at either junction 10 or 11 each within approximately five miles distance.

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

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

**First Floor:**

Stairs and Landing, Two Double Bedrooms

**Outside:**

(Rear) Shared yard area, rear vehicular access and a separate garden area with concrete driveway leading to wooden garage and lawn

**Legal Documents:**

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

**Viewings:**

Via Cottons 0121 247 2233



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## LOT 66

**Freehold Investment**  
Guide Price: £100,000 - £118,000

### 20 Arthur Street, Redditch, Worcestershire, B98 8LD

#### Property Description:

A mid-terraced property of part rendered brick construction surmounted by a tiled roof set back from the road behind fenced foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental income of £500 pcm (£6,000 per annum) Arthur Street is located off Holloway Lane.

#### Accommodation:

##### Ground Floor:

Entrance Hallway, Lounge, Dining/Kitchen

#### First Floor:

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

#### Outside:

(Front) Fenced foregarden  
(Rear) Lawned garden

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



## LOT 67

**Freehold Vacant Possession**  
Guide Price: £50,000 - PLUS

### 121 Daisy Farm Road, Birmingham B14 4QL

#### Property Description:

An end terraced house of brick construction surmounted by a hipped slate clad roof benefiting from three bedrooms but requiring complete renovation and modernisation throughout. Daisy Farm Road forms part of an established residential area and leads directly off Yardley Wood Road. A wide range of retail shops and amenities are located in Kings Heath High Street being within approximately two miles distance.

#### Accommodation:

##### Ground Floor:

Entrance Hall, Lounge, Kitchen with store, Bathroom with bath and wash basin

#### First Floor:

Stairs and Landing, Three Bedrooms

#### Outside:

(Front) Foregarden with hard standing providing off road parking  
(Rear) Shared side driveway to a garden having potential for a garage and outside wc

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



### --- Legal Documents Online ---



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

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JIB183.10.13

# 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 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**

G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The **seller** warrants that the **seller** has complied with sections 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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