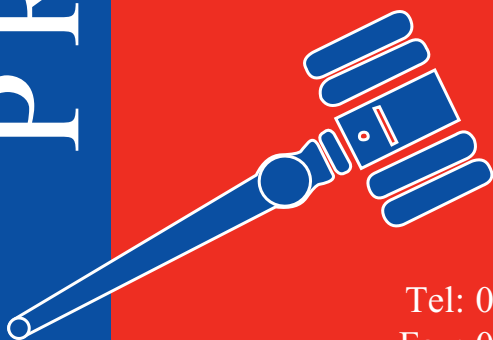


# PROPERTY AUCTION

**Cottons**  
Chartered Surveyors

THURSDAY  
10TH SEPTEMBER 2009  
AT 11.00 AM

ASTON VILLA  
FOOTBALL CLUB  
VILLA PARK  
BIRMINGHAM  
B6 6HE



Tel: 0121 247 2233  
Fax: 0121 247 1233  
E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)

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

## **CONDITION OF SALE**

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

## **AUCTIONEERS ADVICE**

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

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.

2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. Your legal adviser will 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.

3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.

4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.

5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fitments, drains and any other pipework, appliances and electrical fitments. Prospective purchasers are advised to undertake their own investigations.

6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

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

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

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

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

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

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

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

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

## **FOOTNOTE**

If you have never been to an auction before or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. We will do our utmost to help.

# Auction Sale

## 81 LOTS

Comprising a range of Residential and Commercial Vacant and Investment Properties along with Redevelopment Opportunities, Building Plots, Land, Garage sites, a Freehold Ground Rent and a Freehold Hotel:

- 40 Freehold Vacant Residential Properties
- 17 Residential Investment Properties
- 4 Leasehold Vacant Residential Properties
- 5 Freehold Vacant Commercial Properties
- 3 Freehold Commercial Investment Properties
- 8 Freehold Development Sites, Building Plots and Land
- 2 Freehold Garage sites
- 1 Freehold Ground Rent
- 1 Freehold Hotel

### ORDER OF SALE

#### Lot Property

1.	108 St. Thomas Road, Erdington, Birmingham	Freehold Vacant Residential
2.	36 Powell Street, Wolverhampton	Freehold Vacant Residential
3.	30 Dyce Close, Castle Bromwich	Freehold Vacant Residential
4.	68 Gladys Road, Smethwick	Freehold Vacant Residential
5.	58 Providence Lane, Walsall	Freehold Vacant Residential
6.	10 Edwin Phillips Drive, West Bromwich	Freehold Vacant Residential
7.	41 Warstones Crescent, Wolverhampton	Freehold Vacant Residential
8.	128 Finchley Road, Kingstanding, Birmingham	Freehold Vacant Residential
9.	53 Cope Street, Walsall	Freehold Residential Investment
10.	55 Cope Street, Walsall	Freehold Residential Investment
11.	86 Gleave Road, Selly Oak, Birmingham	Freehold Residential Investment
12.	17 Lode Mill Court, Lode Lane, Solihull	Leasehold Residential Investment
13.	35 Gill Street, Dudley	Freehold Vacant Residential
14.	15B Durberville Road, Wolverhampton	Leasehold Vacant Residential
15.	75 Gleneagles Road, Sheldon, Birmingham	Freehold Vacant Residential
16.	Garages At Southwick Road, Halesowen	Garage Investment
17.	Garages At Gleneagles Road, Coventry	Garage Investment
18.	Garage Redev Site R/O 46 To 72a Deans Road, Wolverhampton	Freehold Redevelopment Site
19.	112 Three Shires Oak Road, Smethwick	Freehold Investment
20.	The Coach House, 1069 Warwick Road, Acocks Green	Freehold Business Opportunity
21.	2 Bertram Road, Smethwick	Freehold Vacant Residential
22.	8 St. Kildas Road, Alum Rock, Birmingham	Freehold Vacant Residential
23.	383 Stratford Road, Shirley, Solihull	Freehold Vacant Residential
24.	14 Katsura Close, Streetly, Sutton Coldfield	Freehold Vacant Residential
25.	283 Foleshill Road, Coventry	Freehold Residential Investment
26.	13 Alexandra Street, Nuneaton	Freehold Vacant Residential
27.	38A Tudor Road, Nuneaton	Leasehold Residential Investment
28.	28 St. Giles Crescent, Wolverhampton	Freehold Vacant Residential
29.	269 Queslett Road, Great Barr, Birmingham	Freehold Vacant Residential
30.	18 Hunton Road, Erdington, Birmingham	Freehold Residential Investment
31.	46 New John Street West, Birmingham	Leasehold Vacant Commercial
32.	100 Sampson Road, Sparkbrook, Birmingham	Freehold Vacant Residential
33.	54-56 Lyde Green, Halesowen	Freehold Vacant Residential
34.	FGR, 76 Bentley Road, Birmingham,	Freehold Ground Rent
35.	61 Somerford Road, Weoley Castle, Birmingham	Freehold Residential Investment
36.	89 Weoley Castle Road, Weoley Castle, Birmingham	Freehold Residential Investment



37.	18 Farmcote Road, Stechford, Birmingham	Freehold Residential Investment
38.	12 Broadmeadows Close, Willenhall	Freehold Residential Investment
39.	Flat 7, Pembroke House, Smiths Wood, Birmingham	Leasehold Vacant Residential
40.	38 Franklin Road, Bournville, Birmingham	Freehold Vacant Residential
41.	Campbell Place, 46 London Road, Stoke-On-Trent	Freehold Commercial Investment
42.	20 Ombersley Street West, Droitwich	Freehold Investment
43.	200A Walsall Road, Aldridge	Freehold Commercial Investment
44.	1 St Marks Road, Dudley	Freehold Vacant Residential
45.	3 Beech House, 165 Church Road, Northfield, Birmingham	Leasehold Residential Investment
46.	27 Stirling Road, Edgbaston, Birmingham	Freehold Vacant Residential
47.	42 Cloughton Road, Dudley	Freehold Vacant Residential
48.	40 Bristnall Hall Crescent, Oldbury	Freehold Residential Investment
49.	129 Bells Lane, Kings Heath, Birmingham	Freehold Vacant Residential
50.	1026 Stratford Road, Hall Green, Birmingham	Freehold Vacant Residential
51.	1762/1764 Pershore Road, Cotteridge, Birmingham	Freehold Vacant Commercial
52.	261 Gillott Road, Edgbaston, Birmingham	Freehold Vacant Residential
53.	17 Stockton Court, Mason Street, Bilston	Leasehold Residential Investment
54.	24 Stockton Court, Mason Street, Bilston	Leasehold Residential Investment
55.	3 Keats Road, Wolverhampton	Freehold Vacant Residential
56.	11 & 11A Overend Road, Cradley Heath	Freehold Vacant Residential
57.	Land Adj 91 Tedbury Crescent, Birmingham	Freehold Building Plot
58.	Res Devel Site R/O 78 - 112 Newcomen Road, Bedworth	Freehold Residential Devel Site
59.	Res Devel Site R/O 7-19 Humphrey Davy Road, Bedworth	Freehold Residential Devel Site
60.	4 Minehead Road, Wolverhampton	Freehold Vacant Residential
61.	55 And 57 Albert Road, Wolverhampton	Freehold Residential Devel Site
62.	27 Raymond Avenue, Great Barr, Birmingham	Freehold Vacant Residential
63.	90 Glastonbury Crescent, Walsall	Freehold Residential Investment
64.	Flat Over 1553 Stratford Road, Hall Green	Leasehold Vacant Residential
65.	10 Hoopers Close, Leigh Sinton, Malvern	Freehold Vacant Residential
66.	294 Warwick Road, Sparkhill, Birmingham	Freehold Vacant Residential
67.	1a Beaumont Road, Nuneaton	Freehold Vacant Residential
68.	1 Lloyd Street, Dudley	Freehold Residential Investment
69.	141 Lincoln Road North, Acocks Green, Birmingham	Freehold Vacant Residential
70.	Land At Cotterills Avenue, Alum Rock, Birmingham	Freehold Development Site
71.	Land Adj 104 Coleys Lane, Northfield, Birmingham	Freehold Land
72.	67 Hilton Road, Lanesfield, Wolverhampton	Freehold Vacant Residential
73.	17 Ladysmith Road, Halesowen	Freehold Vacant Residential
74.	Land At Fox Lane, Alrewas, Staffordshire	Freehold Land
75.	34 Greenstead Road, Moseley, Birmingham	Freehold Vacant Residential
76.	33 Highfield Road, Halesowen	Freehold Vacant Residential
77.	71 Essex Street, Walsall	Freehold Vacant Residential
78.	97 Cornwall Road, Handsworth Wood, Birmingham	Freehold Residential Investment
79.	51 Brookend, Tamworth	Leasehold Vacant Residential
80.	6 Lindens Drive, Sutton Coldfield	Freehold Vacant Residential
81.	28 St. Pauls Road, Smethwick	Freehold Vacant Residential

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

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

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# IMPORTANT NOTICE

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

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

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

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

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

- **Credit Card Payments** (Please note we only accept Visa and MasterCard)  
(credit card payments are subject to a surcharge of 2%)

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

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

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

### MISREPRESENTATION ACT

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

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



**LOT 1****Freehold Vacant Possession**

**108 St. Thomas Road,  
Erdington,  
Birmingham B23 7RG**

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a foregarden and requiring modernisation and improvement throughout. The property is situated opposite the junction with Rosary Road, conveniently within a short walk's distance from Brookvale Park and Lake and within approximately half a mile distance from the M6 Motorway (junction 6), Gravelly Hill Railway Station and Erdington High Street which 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 Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc

**Outside:**

(Front) Foregarden set behind privet hedge

(Rear) Paved yard, brick store and wc and a lawned garden with rear pedestrian access

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 2****Freehold Vacant Possession**

**36 Powell Street,  
Wolverhampton  
WV10 0BN**

**Property Description:**

A traditional end terraced house of brick construction surmounted by a pitched interlocking tile clad roof, requiring complete modernisation and repair. Powell Street leads off Cannock Road (A460) and the property is conveniently within approximately half a mile distance from New Cross Hospital and one mile distance from Wolverhampton City Centre.

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

Front Reception Room, Rear Reception Room, Kitchen

**First Floor:**

Stairs and Landing, Bedroom One, Bedroom Two; intercommunicating with Bathroom having panelled bath, pedestal wash basin and wc

**Outside:**

(Front) Walled foregarden, shared side access to rear

(Rear) Yard with brick store and separate rear garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 22nd October 2009 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



**LOT 3****Freehold Vacant Possession**

**30 Dyce Close, Castle  
Bromwich,  
Birmingham B35 6JY**

**Property Description:**

A modern mid terraced house set back behind a foregarden and benefiting from electric storage heating, UPVC double glazed windows and external doors, three bedrooms and a garage located to the rear. Dyce Close leads off Yatesbury Avenue and forms part of a large residential estate which has undergone major regeneration and redevelopment in recent years which included a range of community and retail facilities.

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

Reception Hall/Utility Room, Dining Kitchen, Full Width Lounge

**First Floor:**

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

**Outside:**

(Front) Paved foregarden with privet hedge

(Rear) Paved yard/garden with gated vehicular access and a separate garage

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 4****Freehold Vacant Possession**

**68 Gladys Road,  
Smethwick,  
West Midlands  
B67 5AW**

**Property Description:**

A traditional mid terraced house of part clad brick construction surmounted by a pitched replacement tile clad roof, requiring cosmetic improvement and modernisation throughout. Gladys Road leads off Ethel Street close to the junction with Bearwood Road and the property forms part of a traditional residential area conveniently located within less than a quarter of a mile distance from a wide range of retail amenities and services located on Bearwood Road.

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

Porch Entrance, Front Reception Room, Inner Hall, Rear Reception Room, Kitchen, Rear Entrance Hall, Shower Room with glazed shower, pedestal wash basin and wc, Veranda

**First Floor:**

Stairs and Landing, Two Double Bedrooms

**Outside:**

(Front) Small walled foregarden

(Rear) Yard with shared pedestrian access and garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**COTTONS**  
THE AUCTIONEERS



**58 Providence Lane,  
Walsall WS3 2AQ**

**Property Description:**

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof and forming part of an established and predominantly residential area. The property benefits from upvc double glazing but does require some cosmetic improvement. Providence Lane is conveniently located within approximately half a mile distance to the south of Bloxwich High Street and approximately one and a quarter of a miles distance to the north of Walsall Town Centre.

**Accommodation:**

**Ground Floor:**

Two Reception Rooms, Kitchen, Rear Lobby, Bathroom

**First Floor:**

Two Bedrooms



**Outside:**

(Front) The property fronts directly onto Providence lane

(Rear) Gardens

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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architecture

town planning

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ONE OF OUR PLANNERS WILL BE AVAILABLE TO GIVE  
ADVICE AT THE AUCTION BETWEEN 11.30AM AND 1.30PM





**LOT 6****Freehold Vacant Possession**

**10 Edwin Phillips Drive,  
West Bromwich, West  
Midlands B71 2AZ**

**Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a lawned foregarden and driveway providing off road parking. The property is approximately six years old and benefits from having UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. The property is situated off Witton Lane which in turn is found off Hill Top (A4196) and is within approximately a quarter of a mile from Hill Top Park.

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

Entrance Hallway, WC, Lounge, Kitchen/Diner, stairs to First Floor

**First Floor:**

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

**Outside:**

(Front) Lawned garden with paved driveway  
(Rear) Lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 7****Freehold Vacant Possession**

**41 Warstones Crescent, Penn, Wolverhampton,  
West Midlands WV4 4LQ**

**Property Description:**

A semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden and driveway allowing access to garage and providing off road parking. The property benefits from having well laid out accommodation, gas fired central heating, however does require some modernisation and improvement. Warstones Crescent is set in an established residential area and is located off Warstones Road which is found off Coalway Road.

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

Entrance Hallway, Front Reception Room, Rear Reception Room, L shaped Kitchen/Diner, stairs to first floor

**First Floor:**

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

**Outside:**

(Front) Paved foregarden and driveway allowing access to garage  
(Rear) Lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**COTTONS**  
THE AUCTIONEERS



## LOT 8

## Freehold Vacant Possession

**128 Finchley Road,  
Kingstanding,  
Birmingham B44 0JH**

### Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating and three bedrooms but requiring cosmetic improvement throughout. The property is situated close to the junction with Edmonton Avenue and Finchley Road leads directly off Kings Road (B4149) providing direct access to both Kingstanding and New Oscott Shopping Centres both within approximately three quarters of a mile distance.

### Accommodation:

#### Ground Floor:

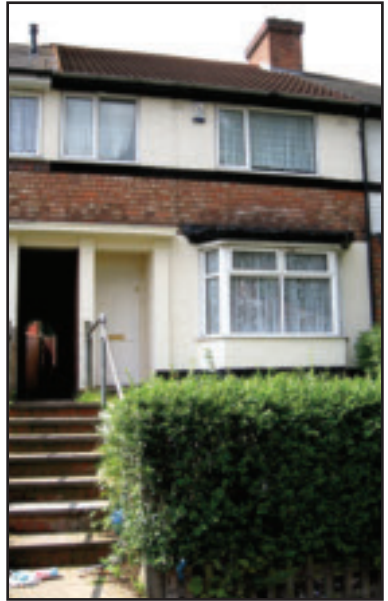
Vestibule Entrance, Entrance Hall, Front Reception Room, Rear Reception Room, Kitchen

#### First Floor:

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

#### Outside:

(Front) Lawned foregarden set behind a hedge



(Rear) Shared pedestrian access to yard and garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**GUIDE PRICE £64,000 - £69,000**

## LOT 9

**53 Cope Street,  
Walsall WS3 2AT**

### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof and forming part of an established and predominantly residential area, conveniently located within approximately half a mile distance to the south of Bloxwich High Street and approximately one and a quarter of a miles distance to the north of Walsall Town Centre. The property is currently let on a Regulated Tenancy at a registered rental of £60 per week (£3,120 per annum) effective from 15th October 2008.

### Accommodation:

#### Ground Floor:

Whilst the accommodation has not been inspected by the auctioneers, the following details are contained in the rent registration document:

#### Ground Floor

Two Rooms, Kitchen, Bathroom with wc

#### First Floor

Three Bedrooms

## Freehold Investment



### Outside:

(Rear) Garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



## LOT 10

### 55 Cope Street, Walsall WS3 2AT

#### Property Description:

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof and forming part of an established and predominantly residential area, conveniently located within approximately half a mile distance to the south of Bloxwich High Street and approximately one and a quarter of a mile distance to the north of Walsall Town Centre. The property is currently let on a Regulated Tenancy at a registered rental of £60 per week (£3,120 per annum) effective from 15th October 2008.

#### Accommodation

Whilst the accommodation has not been inspected by the auctioneers, the following details are contained in the rent registration document:

#### Ground Floor

Two Rooms, Kitchen, Bathroom with wc

#### First Floor

Three Bedrooms

#### Outside:

(Rear) Garden

## Freehold Investment



#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

## LOT 11

### 86 Gleave Road, Selly Oak, Birmingham B29 6JN

#### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof and set back from the road behind a small foregarden. Gleave Road is situated off Elliott Road which in turn leads off Bristol Road (A38) close to the junction with Harborne Lane and the property is conveniently located within a quarter of a mile distance from Selly Oak Hospital, Selly Oak Railway Station and Battery Retail Park. The property is currently let on a Regulated Tenancy at a Registered Rental of £66 per week (£3,432 per annum) effective from 2nd October 2008.

#### Accommodation:

Whilst the property has not been inspected by the auctioneers, the rent registration document contains the following details:

#### Ground Floor:

Two Reception Rooms, Kitchen and Bathroom/WC

#### First Floor:

Landing, Two Bedrooms

## Freehold Investment



#### Outside:

Rear Garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233





## 17 Lode Mill Court, Lode Lane, Solihull B92 8NR

### Property Description:

A well laid out second floor flat forming part of a three storey purpose built development, set back from Lode Lane behind a mature foregarden and service road. The property benefits from electric heating, double glazed windows and garage (No: 15) located in an adjacent block. The property is situated close to the junction with Dove House Lane and within approximately one and a half miles distance from Solihull Town Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

### Accommodation:

#### Ground Floor:

Communal Entrance

### Second Floor

Lounge, Double Bedroom, Kitchen and Bathroom

### Outside:

Communal gardens and parking area with garage (No:15) located in an adjacent block

### Leasehold Information:

Lease Term: 99 years from 29th September 1977

Ground Rent: £55 per annum

Service Charge: Refer to legal pack

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**LOT 13**

## Freehold Vacant Possession

### 35 Gill Street, Dudley, West Midlands DY2 9LQ

### Property Description:

A traditional mid terraced cottage of brick construction, surmounted by a pitched tile clad roof, constructed in 1890 and benefiting from part UPVC double glazed windows. Gill Street itself forms part of an established residential area known as Darby End and is situated off Withymoor Road and conveniently within approximately half a mile distance from local shops and amenities, situated at both Netherton and Old Hill, being within approximately half a mile distance.

### Accommodation:

#### Ground Floor:

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

#### First Floor:

Stairs and Landing, Two Double Bedrooms.



### Outside:

Outside (rear) – Paved yard with pedestrian access to rear driveway and Garage.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



**LOT 14****Leasehold Vacant Possession**

**15B D'Urberville Road,  
Wolverhampton, West  
Midlands WV2 2ET**

**Property Description:**

A first floor one bedroom maisonette of rendered brick construction surmounted by a tile clad roof set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation and includes UPVC double glazed windows, gas fired central heating and modern kitchen fitments. D'Urberville Road is located off Dixon Street which in turn can be found off both Bilston Road (A41) and Thompson Avenue (A4123). The property is approximately within one miles distance from Wolverhampton City Centre.

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

Entrance Hallway and Stairs

**First Floor:**

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

**Outside:**

(Front) Lawned foregarden

(Rear) Garden

**Leasehold Information:**

Term – 125 years from 10 February 2003

Ground Rent – £10 per annum

Service Charge – refer to legal pack

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 15****Freehold Vacant Possession**

**75 Gleneagles Road,  
Yardley, Birmingham  
B26 2HT**

**Property Description:**

A semi detached property of rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden. The property benefits from having majority double glazed windows, gas fired central heating and potential off road parking to the rear accessed via a service road. Gleneagles Road is set in an established residential area and is located off Bilton Grange Road which in turn can be found off Barrows Lane.

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

Entrance Hallway, Through Lounge, Kitchen, Sun Room, stairs to First Floor

**First Floor:**

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

**Outside:**

(Front) Lawned foregarden

(Rear) Lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**COTTONS**  
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## Garages and Land at Southwick Road, Halesowen, West Midlands B62 9ET

### Property Description:

A freehold garage yard comprising of seventeen garages, nine of which are currently occupied producing a total rental income of £2,772 per annum. All garages are occupied on quarterly Tenancy Agreements and rents are paid up until 29 September 2009. Deposits are held for eight of the tenancies.

The yard itself is accessed by way of a driveway running directly between numbers 21 and 22 Southwick Road, and Southwick Road itself runs directly off Long Lane (A4034).

Anyone considering re-development of the site should contact Dudley Metropolitan Borough Council Planning

Department with any proposals they may have.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





### Rent Schedule:

Garage No.	Occupancy	Rent (Per Quarter)	Deposit Held
1	Vacant	N/A	N/A
2	Let	£78	£40
3	Let	£84	£50
4	Let	£78	£50
5	Vacant	N/A	N/A
6	Vacant	N/A	N/A
7	Vacant	N/A	N/A
8	Let	£84	£50
9	Let	£72	£40
10	Let	£75	-
11	Let	£78	£40
12	Vacant	N/A	N/A
13	Let	£72	£40
14	Vacant	N/A	N/A
15	Vacant	N/A	N/A
16	Let	£72	£40
17	Vacant	N/A	N/A





## Garages and Land at Gleneagles Road, Coventry CV2 3BP

### Property Description:

Eleven freehold garages located on a larger yard comprising of fourteen garages which is located off a driveway between numbers 54 Gleneagles Road and the Electricity Sub-Station. At present two of the eleven garages are let at £67.50 per quarter each providing a total rental income of £540 per annum. All rents are paid up until 29 September 2009. Both garages are

currently let on quarterly tenancies. Gleneagles Road is nearby to Ansty Road (A4600) and provides direct access to M69 and M6 at junction.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



## ADMINISTRATION FEE

An Administration Fee of £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful. Should the purchaser not be able to pay the required fee on the day then the fee will be added to the completion balance.

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







## Garage Redevelopment Site Rear of 46 to 72A Deans Road, Wolverhampton WV1 2BH

### Property Description:

A parcel of freehold land, rectangular in shape and situated to the rear of numbers 46 to 72A Deans Road and accessed by way of a driveway leading to the side of 72A. The site provides an ideal investment opportunity, benefiting from planning consent granted by Wolverhampton City Council (Ref: 07/00203/FUL and dated 16th April 2007) for the erection of 40 lockup garages. A copy of the planning consent is available for inspection at the auctioneers' offices. The site extends to an area of 0.14 Hectares

(0.35 acres) and is subject to rights of way in favour of the occupiers of 46 to 72A Deans Road to access the rear of their properties.

**Note:** the vendor has obtained quotations for the supply and erection of 40 lock-up garages and these are also available for inspection.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## LOT 19

## 112 Three Shires Oak Road, Bearwood, West Midlands, B66 4BL

### Property Description:

A mid terraced retail unit, together with a self contained flat to the First Floor, which is in presentable condition benefitting from upvc double glazing, gas fired central heating and modern kitchen and bathroom fitments. The property is located on Three Shires Oak Road, close to the junction with Bearwood Road and virtually opposite the Bear Tavern Public House. Bearwood Road itself is renowned for providing a wide range of retail services and amenities.

### Tenancy Details

#### Ground Floor Retail

Currently let on a 12 month agreement which commenced 1 September 2009 at a current rental of £10,400 per annum

#### First Floor Flat

Currently let on an Assured Shorthold Tenancy at a current rental of £85pw (£4,420 per annum)

**Total Rental Income - £14,820 per annum**



### Accommodation

#### Ground Floor Retail

Retail Area

10.29m x 3.36m = 37sq.m. (398sq.ft.)

Staff Area

3.44m x 3.53m = 12.1sq.m. (130sq.ft.)

Cloakroom with WC

Frontage – 3.75m

#### First Floor Flat

Kitchen, Living Room, Cloakroom with

WC, Bedroom with En-Suite

Gross Internal Area of 35.6sq.m.

(384sq.ft.)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





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

### Property Description:

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

### Planning

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

### Accommodation:

#### Basement/Staff Accommodation

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

#### Ground Floor

Porch, Reception Hall, Dry Lounge, Disabled Toilet, Gents Toilet, Dining Room, Ladies Toilets, Commercial Kitchen which includes stainless steel sink, dish washer, range cooker, extraction hood, fryer, hot cupboard along with a preparation areas and cupboards, Lobby, Staff Toilet/Laundry

Room, Lounge/Licensed Bar, Private Side Entrance to Staff Bedroom/Bedroom Ten with En-suite Bathroom

### First Floor:

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

### Second Floor

Stairs to Private Staff Bedroom (Double)

### Outside:

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

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

**Note:** We are advised by the vendors that planning consent has been granted for the erection of a conservatory on the existing patio area and all interested parties are advised to make their own enquiries with the local planning department for confirmation of this.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233







**2 Bertram Road,  
Smethwick, West  
Midlands B67 7NY**

**Property Description:**

A traditional end terraced house of brick construction surmounted by a pitched roof and requiring modernisation and repair throughout. Bertram Road forms part of an established residential area and leads off St. Pauls Road virtually opposite the junction with Fenton Street and is conveniently located within approximately one third of a mile distance from both Smethwick Galton Railway Station and High Street which provides a wide range of local amenities and services, and within approximately one mile distance from the M5 motorway (junction 1).

**Accommodation:**

**Ground Floor:**

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

**First Floor:**

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



**Outside:**

(Front) Foregarden  
(Rear) Small patio area, lawned garden, two brick built outbuildings

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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## 8 St Kildas Road, Alum Rock, Birmingham B8 3JQ

### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, providing well laid out accommodation and having been extensively refurbished throughout which includes new roof covering, ground floor extension, re-plastering, re-wiring, re-plumbing, new bathroom and kitchen fitments, gas fired central heating, UPVC double glazed windows, carpets, decoration and external paving. The property is situated in a cul-de-sac and St Kildas Road is conveniently within approximately 100 metres distance from Alum Rock Road which provides access to a wide range of retail amenities and services.

### Accommodation:

#### Ground Floor:

Vestibule Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with modern suite comprising panelled bath, pedestal wash basin and wc



### First Floor:

Stairs and Landing, Three Bedrooms

### Outside:

(Front) Paved and walled foregarden  
(Rear) Paved yard, garden and rear pedestrian access

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## 383 Stratford Road, Shirley, Solihull, West Midlands B90 3BW

### Property Description:

A mid terraced commercial unit of brick construction surmounted by a pitched tile clad roof and being located on the busy Stratford Road virtually opposite Staples. The property is set back behind a service road with shopper parking area, and benefits from a change of use of ground floor from a vacant shop to A3 and A5 use (restaurant/hot food). The property itself is located close to the junction with Union Road near to the main shopping area at Shirley.

### Accommodation:

#### Ground Floor:

Extended Retail/Serving area extending to approximately 136 sq metres (1,465 sq ft)

#### First Floor:

Comprising of Three Rooms and a Shower Room with shower cubicle, WC and pedestal wash hand basin

### Second Floor

Two Attic Store Rooms

### Outside:

(Front) Service road with customer parking

(Rear) Two parking spaces

### Planning

The property benefits from a change of use of ground floor from vacant shop to A3 and A5 use (restaurant/hot food takeaway) (Ref - 2009/566). This application was granted on 11 June 2009 by Solihull Metropolitan Borough Council. All interested parties should contact Solihull Metropolitan Borough Council to confirm matters in this regard.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## IMPORTANT NOTICE

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

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Debit/Credit card  
*(credit card payments subject to a surcharge of 2%)*

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

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





**14 Katsura Close, Streetly, Sutton Coldfield,  
West Midlands B74 2AR**

**Property Description:**

A four bedroom detached property of brick construction, surmounted by a tile clad roof set back from the road behind a lawned foregarden and driveway leading to a double garage. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in presentable condition throughout. Katsura Close is located off Blue Cedar Drive which runs off Field Maple Road which in turn runs off Aldridge Road and the property is within approximately half a miles distance from Sutton Park.

**Accommodation:**

**Ground Floor:**

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

**First Floor:**

Bedroom 1 with ensuite shower room having shower cubicle, WC and wash basin, Bedrooms 2, 3 and 4, Bathroom having panelled bath with electric shower over, wash basin and WC

**Outside:**

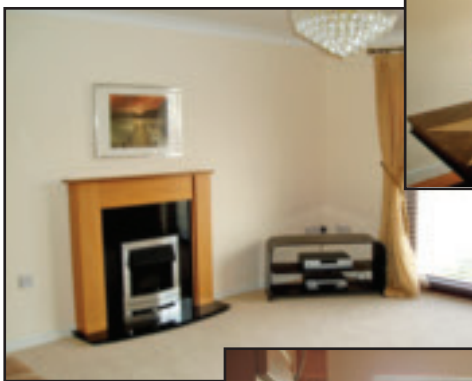
(Front) Lawned foregarden and tarmacadam covered driveway giving access to garage allowing for off road parking  
(Rear) Lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



## LOT 25

### 283 Foleshill Road, Coventry CV6 5AQ

#### Property Description:

A mid terraced house of brick construction surmounted by an interlocking tile clad roof, offered for sale in a presentable and well maintained condition benefiting from gas fired central heating and UPVC double glazed windows. The property is situated close to the junction with Cash's Lane and conveniently within approximately three quarters of a mile distance from Coventry City Centre and within three miles distance from the M6 Motorway (junction 3). The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £380 per calendar month (£4,560 per annum)

#### Accommodation:

##### Ground Floor:

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

##### First Floor:

Stairs and Landing, Two Bedrooms

## Freehold Investment



#### Outside:

(Front) Small walled foregarden  
(Rear) Yard and small garden with rear pedestrian access

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

**Guide Price £56,000 - £62,000**

## LOT 26

### 13 Alexandra Street, Nuneaton, Warwickshire, CV11 5RN

#### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof benefiting from gas fired central heating, UPVC double glazed windows and modern bathroom fittings, but requiring some cosmetic improvement. Alexandra Street comprises of a cul-de-sac which leads via Windsor Street off Edward Street, and the property is within walking distance from local shops and amenities located on Queens Road and is within less than 200 metres distance from Nuneaton Town Centre.

#### Accommodation:

##### Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen

##### First Floor:

Stairs and Landing, two double Bedrooms, Bathroom with modern suite comprising panelled bath pedestal wash basin and WC



#### Outside:

(Rear) Shared pedestrian entry access to paved yard, brick store and WC, and garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

**Guide Price £55,000 - £60,000**

## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 22nd October 2009 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.







## 38A Tudor Road, Nuneaton, Warwickshire CV10 9EH

### Property Description:

A purpose built first floor Maisonette situated in a block containing three other properties and containing well laid out accommodation. Tudor Road is located off Ramsden Avenue in an area which is currently undergoing significant redevelopment and is within approximately two miles distance from Nuneaton Town Centre which provides access to a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £60 per week (£3,120 per annum)

### Accommodation:

#### Ground Floor:

Entrance Hall

### First Floor:

Stairs and Landing, Lounge, Kitchen, Two Bedrooms and Bathroom

### Outside:

(Front) Pedestrian side access to rear  
(Rear) Garden

### Leasehold Information:

Term: 99 Years which commenced on 25th December 1979  
Ground Rent: Currently £25 per annum (rising during the term)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Guide Price £27,000 - £32,000**

## LOT 28

## Freehold Vacant Possession

### 28 St Giles Crescent, Eastfield, Wolverhampton WV1 2JT

### Property Description:

A three bedroom semi detached property surmounted by a tile clad roof set back from the road behind a lawned garden and block paved driveway allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. St Giles Crescent is located off Old Heath Road which in turn is found off the Willenhall Road (A454) which provides direct access to Wolverhampton City Centre being within approximately three quarters of a mile distance.

### Accommodation:

#### Ground Floor:

Entrance Hall, Lounge, Kitchen, Inner Lobby, Cloakroom

### First Floor:

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



### Outside:

(Front) - Block paved foregarden providing off road parking  
(Rear) - Lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## 269 Questlett Road, Great Barr, Birmingham B43 7HB

### Property Description:

A traditional double fronted detached house of brick construction surmounted by a hipped tile clad roof occupying an elevated position set back behind a foregarden and driveway and requiring complete modernisation and improvement throughout. The property benefits from an extensive rear garden and may provide scope for extension of the existing dwelling house (All interested parties are deemed to have made their enquiries with the local planning department prior to bidding). The property is situated close to Beasley Grove and accessed from a service road which runs parallel with Queslett Road (A4041). The property is within approximately half a miles distance from Scott Arms Shopping Centre providing access to a wide range of retail amenities and services, and within one miles distance from the M6 motorway (junction 7).

### Accommodation:

#### Ground Floor:

Entrance Hall, Living Room, Dining Room, Breakfast Kitchen with Pantry Cupboard, rear Entrance Hall with walk in store

#### First Floor:

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

#### Outside:

(Front) Driveway leading to a side garage and providing off road parking, lawned foregarden  
(Rear) Yard and extensive predominantly lawned garden with store/shed

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## 18 Hunton Road, Erdington, Birmingham B23 6AH

### Property Description:

A three storey traditional semi detached house of brick construction surmounted by a pitched replacement tile clad roof converted with Planning Consent into three self contained flats and a two storey cottage (18A) with each unit benefiting from separate metered services. The property has generally been well maintained throughout and benefits from part UPVC double glazed windows. Hunton Road leads off Hunton Hill and the property is within approximately 200 metres distance from Gravelly Hill Railway Station and within three quarters of a mile distance from both Erdington High Street which provides access to a wide range of retail amenities and services, and the M6 motorway (junction 6).

### Rental Income

All flats are currently let on Assured Shorthold Tenancy Agreements as follows:-

Flat 1 – rental £400 per calendar month  
Flat 2 - rental £350 per calendar month  
Flat 3 - rental £350 per calendar month  
18A - rental £400 per calendar month

Total rental income £1,500 per calendar month (£18,000 per annum)

### Planning

The property was granted Planning Consent by Birmingham City Council on 30 July 1987 (reference 35424001) for conversion of the property known as 18 and 18A Hunton Road into four one bedroom/two person flats.

### Accommodation

#### Ground Floor

Shared Reception Hall  
Flat One

Entrance Hall with cellar access, lounge, bathroom with panelled bath having shower attachment, pedestal wash basin and WC, double Bedroom and Kitchen

### First Floor

Stairs and Landing

### Flat Two

Reception Hall, Breakfast Kitchen, Bathroom with panelled bath having shower attachment, pedestal wash basin and WC, Lounge and double Bedroom

### Flat Three

Entrance Hall and Stairs to Second Floor, Landing, Lounge with walk in Store, Bathroom with panelled bath, pedestal wash basin and WC, double Bedroom and Kitchen  
Side pedestrian access to:

### 18A Ground Floor

Entrance Hall, Lounge, Breakfast Kitchen

### First Floor

Stairs and Landing, double Bedroom, Bathroom with panelled bath having electric shower over, pedestal wash basin and WC, Bedroom Two/Study

### Outside

(Front) Forecourt providing off road parking, pedestrian side access to rear (Rear) Paved rear yard, brick store and lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## 46 New John Street West, Birmingham B19 3NB

### Property Description:

The property comprises a ground floor Showroom with Offices over and Workshop to the rear occupying a prominent elevated location fronting to the busy New John Street West (A4540) within close proximity to the City Centre and with direct links to the M6 Motorway. The Showroom is of brick construction with rendered upper panels with a flat roof and has roller shutter protection to the entire ground floor frontage.

### Accommodation:

There are entrances at the left and right hand elevations which give access to hallways with access to the Showroom and stairs lead up to the first floor.

**Main Showroom:** 119.5sq.mtrs (1,286 sq. ft) with suspended ceiling with integral lighting, ceramic tiled floor, fitted counter and electric heating.  
**Store:** 10.5sq.mtrs (113 sq. ft)

**Office:** 24sq.mtrs (258 sq. ft) with suspended ceiling and category 2 lighting  
**Kitchen:** 7.4sq.mtrs (79 sq. ft) – no fittings

### First Floor Offices

are accessed by staircases at either end allowing the offices to

be completely self contained and comprising:

**Main Office:** 151.9sq.mtrs (1,635 sq. ft) with suspended ceiling with category 2 lighting, ceramic tiled floor, UPVC Double Glazed Windows and Gas Fired Central Heating. Security shutters to side and rear windows Kitchen, Gents Toilet with wc and vanity basin and Ladies Toilet with basin and plumbing for other fittings

**Ground Floor Workshop:** 316.8 sq. mtrs (3,409 sq. ft) fronting to Hatchett Street and with access from the Ground Floor Showroom. The Workshop is of part brick and part concrete block construction with a steel framed corrugated asbestos lined roof with Perspex inserts. There is a sliding door 3.6mtrs wide to Hatchett Street and the unit has a minimum working height of 4.3mtrs. The unit is heated by a Powrmatic Space Heater and integral within the unit is a Works Office, a Store, and toilet accommodation with built in wc and shower

### Internal Area:

Ground Floor: 161.4sq.mtrs (1,737 sq. ft) approx  
First Floor Offices: 151.9sq.mtrs (1,635.05 sq. ft) approx  
Workshop: 316.8sq.mtrs (3,409 sq. ft) approx





#### Outside:

The properties front directly to New John Street West and Hatchett Street  
 Frontage to New John Street West:  
 17.6m (57ft 10ins)  
 Frontage to Hatchett Street: 18m (59ft)

There is some limited public lay-by parking close by in New John Street and limited public parking is also available in Hatchett Street.

Lease Term: 99 years from 18 August 1969  
 Ground Rent: £550 per annum

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233



**COTTONS**  
 THE AUCTIONEERS





## 100 Sampson Road, Sparkbrook, Birmingham B11 1LD

### Property Description:

A substantial Grade II \* Listed residence of brick construction surmounted by a multi pitched tile clad roof and having been converted into seven well laid out self contained flats currently in need of modernisation and repair. The property has been previously owned by a housing association and is ideally suited for investment purposes. The property is prominently situated at the junction with Claremont Road forming part of an established mixed residential and commercial area located within approximately one mile distance to the south of Birmingham City Centre.

### Accommodation:

#### Ground Floor:

Vestibule Entrance, Entrance Hall, Reception Hall with cellar access  
Flat One: Entrance Hall, Bed/Living Room, Kitchen and Bathroom  
Flat Two: Reception Hall, Breakfast Kitchen, Lounge, Bedroom, Bathroom  
Flat Three: Entrance Hall, Bathroom, Bed/Living Room and Kitchen

#### First Floor:

Stairs and Gallery Landing

Flat Four: Entrance Hall, Bathroom, Kitchen, Bed/Living Room

Flat Five: Entrance Hall, Bed/Living Room, Kitchen and Bathroom

Flat Six: Reception Hall, Bathroom, Bedroom, Lounge, Kitchen

Flat Seven: Entrance Hall, Bathroom, Bedroom/Living Room, Kitchen

### Outside:

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

(Rear) Garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





**54-56 Lyde Green, Halesowen,  
West Midlands B63 2PU**

**Property Description:**

An industrial building to the front of the site providing Works Offices, Showroom and Workshop area together with a separate Workshop/ Warehouse to the rear of the site, and Yard accessed off Lyde Green. The property itself is located on Lyde Green close to the junction with Bridge Street (B4173). There is nearby access to Forge Lane (A4100) and Park Road (A458). The property itself is located approximately two miles to the north west of Halesowen Town Centre.

**Accommodation**

**Front Building  
Showroom**

Extending to 54.5 sq metres (586 sq ft)

**Workshop**

Extending to approximately 84.4 sq metres (908 sq ft)

**Six Offices**

Gross internal area of 120 sq metres (1,298 sq ft)

**Rear Industrial Unit**

**Ground Floor**

Workshop area extending to approximately 263 sq metres (2,831 sq ft) with two mezzanine floors extending to approximately 132.9 sq metres (1,430 sq ft)

**Total Floor Area –**

**654sq.m. (7,048sq.ft.)**

In addition there is ample car parking available in the yard area which allows loading access to both front unit and rear unit.

**Total Site Area -**

**0.30 acres (0.124 hectares)**

Anyone considering the redevelopment of the site should consult Dudley Metropolitan Borough Council Planning Department with any proposals which they may have.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233







## Freehold Ground Rent 76 Bentley Road, Castle Bromwich, Birmingham B36 0ER

### Property Description:

A freehold ground rent investment secured upon a traditional semi detached house of brick construction with a tile clad roof, situated in a established residential area. The property is subject to a lease for a term of 99 years from 29 September 1938 at a ground rent of £7.50 per annum.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

### Viewings

## LOT 35

## 61 Somerford Road, Selly Oak, Birmingham, B29 5NP

### Property Description:

A freehold terraced property of traditional brick built construction, surmounted by a pitched roof and benefitting from upvc Double Glazing and Gas Fired Central Heating. The property is currently let on an Assured Shorthold Tenancy at a rental of £100 per week (£5,200pa). The property itself is located on Somerford Road approximately 300 yards from Weoley Castle Square which provides access to a wide range of retail amenities

### Accommodation:

Please Note - The property has not been internally inspected by the Auctioneers, but we are informed by the vendor that the accommodation comprises of -

### Ground Floor:

Reception Hall, Living Room, Kitchen, Utility Room

### First Floor:

Two Bedrooms and Bathroom

### Outside:

(Rear) - Gardens with pedestrian side access

## Freehold Investment



### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Guide Price £64,000 - £69,000**

## LOT 36

### 89 Weoley Castle Road, Weoley Castle, Birmingham, B29 5QD

#### Property Description:

A freehold end terraced property of traditional brick built construction, surmounted by a pitched roof and benefitting from upvc Double Glazing and Gas Fired Central Heating. The property is currently let on an Assured Shorthold Tenancy at a rental of £130 per week (£6,760pa). The property itself is located on Weoley Castle Road approximately 200 yards from Weoley Castle Square which provides access to a wide range of retail amenities

#### Accommodation:

Please Note - The property has not been internally inspected by the Auctioneers, but we are informed by the vendor that the accommodation comprises of -

#### Ground Floor:

Reception Hall, Living Room with Dining Area, Kitchen, Utility Room

#### First Floor:

Three Bedrooms and Bathroom

## Freehold Investment



#### Outside:

(Rear) - Gardens with pedestrian side access

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

**Guide Price £74,000 - £79,000**

## LOT 37

### 18 Farmcote Road, Stechford, Birmingham B33 9LU

#### Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a block paved driveway and benefitting from gas fired central heating, UPVC double glazed windows and external doors and a conservatory. The property is generally well maintained and in a presentable condition and is situated opposite the junction with Croxton Grove close to a range of local shops and amenities located on Glebe Farm Road being within less than 100 metres distance. The property is currently let on a Periodic Shorthold Tenancy at a rental of £128 per week (£6,656 per annum)

#### Accommodation:

#### Ground Floor:

Entrance Hall, Lounge, Full Width Dining Kitchen with a range of modern fitted units, UPVC Double Glazed Conservatory

#### First Floor:

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

## Freehold Investment



#### Outside:

(Front) Block paved forecourt providing off road parking, pedestrian side gated access to rear  
(Rear) Paved patio and lawned garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

**Guide Price £70,000 - £77,000**



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## 12 Broadmeadows Close, Willenhall, West Midlands WV12 5JW

### Property Description:

A modern link detached house of brick construction surmounted by a pitched tile clad roof, offered for sale in a presentable condition, benefiting from mostly double glazed windows and gas fired central heating. The property forms part of an established residential area and is located in a cul-de-sac which leads off Broadmeadows Road. Rough Wood Country Park is within approximately half a mile distance and Wolverhampton City Centre is within approximately three and a half miles distance to the west. The property is currently let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum)

### Accommodation:

#### Ground Floor:

Entrance Hall, Lounge, Dining Kitchen

### First Floor:

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

### Outside:

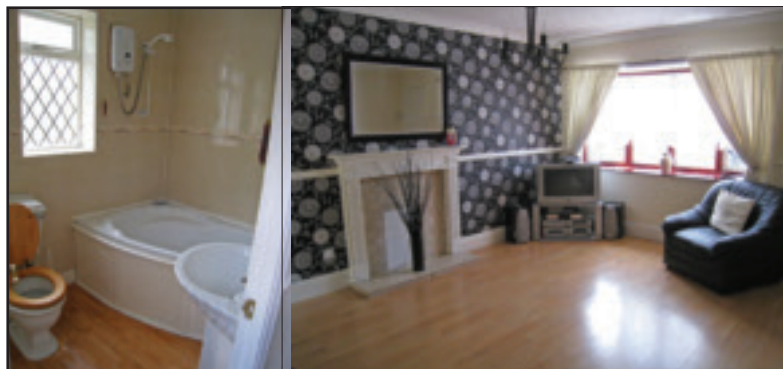
(Front) Lawned foregarden and tarmacadamed driveway providing off road parking and leading to garage (Rear) Paved patio and partly lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



## ID

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

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

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



## Flat 7, Pembroke House, Barle Grove, Smiths Wood, Birmingham B36 0UA

### Property Description:

A purpose built and well laid out first floor flat forming part of a fifteen storey block which is located off Barle Grove, and which in turn leads off Tamar Drive. Smiths Wood comprises of a residential estate located in the Borough of Solihull and is conveniently within approximately two and a half miles distance from both Coleshill Town Centre and the M6 motorway (junction 5). The property is offered for sale in presentable condition benefiting from two double bedrooms, UPVC windows, electric storage heating, modern shower room fittings and security door entry system.

### Accommodation:

#### Ground Floor:

Communal Hallway with stairs and lift access

#### First Floor:

Reception Hall, Study/Store Room, Bedroom One (double), Bedroom Two (double), Lounge, Breakfast Kitchen with extensive range of fitted units,



Shower Room with modern suite comprising glazed shower enclosure, pedestal wash basin and WC

### Outside:

Communal Parking

### Leasehold Information:

Term – 125 years from 24 January 1983

Ground Rent - £10 per annum

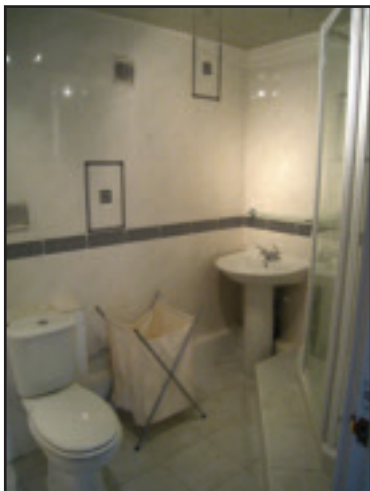
Service Charge – Refer to legal pack

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





**38 Franklin Road,  
Bournville,  
Birmingham B30 2HG**

**Property Description:**

A mid terraced two storey villa of traditional brick construction surmounted by a replacement tile clad roof, set back from the road behind a walled foregarden. The property has been stripped of all fittings and is in a partial state of refurbishment which includes the provision of new UPVC double glazed windows, new roof covering, partial re-plastering and first fix electrical but is in need of completion along with the provision of kitchen and bathroom fittings. The property is situated in an established and popular residential location close to the junction with Beaumont Road and is within a quarter of a mile distance from both Cotteridge Park and Bournville Railway Station and Cotteridge Shopping Centre is within approximately half a mile distance.

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

Reception Hall, Front Reception Room, Rear Reception Room, Dining Kitchen (no fittings)

**First Floor:**

Stairs and Landing, Bedroom One (double) partitioned for a proposed En-suite Shower Room (no fittings),



Bedroom Two (double), Proposed Bathroom (no fittings), Bedroom Three (single)

**Outside:**

(Front) Walled foregarden, shared pedestrian entry access to rear (Rear) Yard and garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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### Campbell Place, 46 London Road, Stoke-On-Trent, ST4 1NA

#### Property Description:

A substantial end terrace commercial unit, providing retail accommodation to the Ground Floor together with ancillary accommodation to the First and Second Floors over. The property is currently let by way of a Full Repairing and Insuring lease for a term of 10 years which commenced 9 June 2006 at a current rental of £9,000 per annum. The property which is located in a parade of similar units, benefits from laminate flooring and suspended ceiling to the retail area, together with a modern aluminium frame shop front. The property is located on the busy London Road (B5041) close to the junction with Fleming Road (A52) and directly opposite the recently developed Sainsbury's Supermarket, close to the centre of Stoke-On-Trent Shopping District.

**Total Rental Income - £9,000 per annum**

#### Accommodation: Ground Floor Retail

Retail Area  
6.78m x 13.36m = 90.5sq.m. (975sq. ft.)

#### First Floor

L-Shaped Store Room extending to approximately 40.7sq.m. (438sq.ft.), WCs

#### Second Floor

L-Shaped Store Room extending to approximately 41.8sq.m (450sq.ft.)

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

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## 20 Ombersley Street West, Droitwich Spa, Worcestershire WR9 8HZ

### Property Description:

The property comprises of a ground floor retail premises which is currently trading as a hairdressers together with a recently constructed self contained studio flat to the rear. In addition there is a freehold ground rent secured on the floor above. The property itself is of traditional brick construction surmounted by a pitched tile clad roof and is set back from the road behind a tarmacadam forecourt. The property is located close to the junction with Burrish Street within close proximity to Droitwich Town Centre. Droitwich itself is a Spa Town located approximately five miles to the north of Worcester and eleven miles to the south west of Birmingham.

### Accommodation

#### Ground Floor

#### 20 Ombersley Street West (Retail Shop)

Retail area extending to approximately 49.7 sq metres (535 sq ft), rear Kitchen. Number 20 has an allocated parking space to the rear of the site.

#### 20a Ombersley Street West (First Floor Flat)

A freehold Ground Rent secured on a ground and first floor flat located directly over number 20 Ombersley Street West, and currently being let on a 999 year lease which commenced 1 January 2007. In addition, this lease includes one car parking space located to the rear of the building.

#### 20b Ombersley Street West (Studio At Rear)

A self contained studio flat accessed from Harris Close and comprising Kitchen/Living Room, Bedroom and Shower Room with shower cubicle, WC and wash hand basin. 20b has an

allocated parking space to the rear of the site.

### Tenancy Details

#### 20 Ombersley Street West

This property is currently occupied by way of a 6 year lease from 29 May 2009 at a current rental of £5,250 per annum. This will increase to £6,000 per annum on the first anniversary and £6,650 on the second anniversary

#### 20a Ombersley Street West

Currently occupied by a 999 year lease which commenced 1 January 2007 at a peppercorn ground rent. A service charge of £500 per annum is payable

#### 20b Omberlsej Street West

This property has vacant possession

### Total Rental Income - £ 5,250 pa

### Vendors Solicitors

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



## LOT 43

**200a Walsall Road,  
Aldridge,  
West Midlands, WS9 0JT**

### Property Description:

A Ground Floor fast-food/take-away unit (A3/A5) currently trading as an Indian Take-Away and being located adjacent to Whitehouse Fish Bar. The property is presently let on a lease for a term of 15 years at a current rental of £8,000 per annum. The property is located amid a parade of similar retail units on the corner of Walsall Road and Bosty Lane, approximately 1 mile to the South West of Aldridge Town Centre.

**Total Rental Income -  
£8,000 per annum**

### Accommodation:

#### Ground Floor:

Serving/Waiting Area, Kitchen, Rear Store Room, Separate WC

## Freehold Investment



### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## LOT 44

## Freehold Vacant Possession



**1 St Marks Road, Dudley, West Midlands DY2 7SD**

### Property Description:

A semi detached property of part rendered brick construction surmounted by a hipped tile clad roof and set back from the road behind a walled foregarden and driveway giving access to garage and allowing for off road parking. The property benefits from having well laid out accommodation and includes part UPVC double glazed windows and gas fired central heating. St Marks Road can be located off Birmingham Road (A461) and the property is within approximately half a miles distance from Dudley Town Centre which provides a wide range of shops and amenities.

### Accommodation:

#### Ground Floor:

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

#### First Floor:

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

#### Outside:

(Front) Walled foregarden and driveway leading to garage  
(Rear) Lawned Garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



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### 3 Beech House, 165 Church Road, Northfield, Birmingham B31 2LX

#### Property Description:

A well laid out ground floor flat forming part of a three storey purpose built block prominently situated fronting Church Road at the junction with Rectory Road and Bunbury Road. The property provides well laid out accommodation benefiting from part electric storage heating, double glazed windows, security door entry system and a lock up garage in a separate block. The property is conveniently situated within approximately one third of a mile distance from Northfield Shopping Centre located on Bristol Road South (A38) and within a similar distance from Northfield Railway Station.

The property is currently Let on an Assured Shorthold Tenancy at a Rental of £425 per calendar month (£5,100 per annum)

#### Outside:

Communal gardens and lock up garage in an adjacent block

#### Accommodation:

##### Ground Floor:

Shared Entrance Hall, Reception Hall, Lounge, Kitchen, Double Bedroom, Bathroom with panelled bath, pedestal wash basin and wc

#### Leasehold Information:

Term: 99 years (less 3 days) from 29 September 1966

Ground Rent: £25 per annum (subject to review)

Service Charge: Refer to legal pack

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction Thursday 22nd October 2009 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.







## 27 Stirling Road, Edgbaston, Birmingham B16 9BB

### Property Description:

A substantial three storey mid terraced house of brick construction surmounted by replacement tile clad roof and set back from the road behind a small walled foregarden. The property has previously been converted into nine investment flats/bedsits, however now the property has been taken back to brick work and is in need to modernisation and improvement throughout. Stirling Road itself runs directly between Waterworks Road and Hagley Road (A456) which provides direct access into Birmingham City Centre being within approximately three quarters of a mile distance.

### Accommodation:

Please note there are no fitments to any of the kitchen areas, bathrooms or WC's, and some partition walls have been removed.

### Ground Floor

Entrance Hall  
Flat 1 – Bed/Sitting Room with Kitchenette  
Flat 2 – Bed/Sitting Room with Kitchenette  
Shared Shower Room and WC

Flat 3 – Living Room, Kitchen, Bedroom and Shower Room  
Flat 2a Cellar Flat – Bed/Sitting Room with Kitchenette

### First Floor

Flat 4 – Living/Kitchen and Bedroom  
Flat 5 – Bed/Sitting Room with Kitchenette  
Shared Shower Room and separate WC  
Flat 6 – Bed/Sitting Room, Kitchenette

### Second Floor

Flat 7 – Entrance Hall, Shower Room, Bedroom and Living/Kitchen  
Flat 7a – Bed/Sitting Room, Kitchenette

### Outside

(Front) Walled foregarden with shared pedestrian access to rear  
(Rear) Yard and garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**All persons viewing this property are requested to take the utmost caution and neither the auctioneers nor the vendors accept any liability for any injury caused**





## 42 Cloughton Road, Dudley, West Midlands DY2 7EA

### Property Description:

A substantial three storey double fronted semi detached property of brick construction surmounted by a tile clad roof and set back from the road behind a walled foregarden. The property benefits from having substantial accommodation including seven bedrooms and further benefits from having UPVC double glazed windows and gas fired central heating. The property was last used as a Care Home, however may be suitable for a variety of uses subject to obtaining the correct planning permission from Dudley Metropolitan Borough Council. Cloughton Road is located off Caroline Street which in turn is found off St Johns Road. The property is within less than a quarter of a miles distance from the main shopping area in Dudley.

Dining Room, Kitchen, Inner Lobby, Utility Room, Wet Room having shower cubicle and wash basin, separate WC with WC and wash basin, Storeroom, WC and Bedroom 1, stairs to first floor

### First Floor:

Bedrooms 2 to 5, Bathroom having panelled bath and wash basin, WC x 2, stairs to second floor

### Second Floor

Bedrooms 6 to 7

### Outside:

Front: Walled foregarden  
Rear: Garden

### Vendors Solicitors:

Refer to Auctioneers

### Accommodation:

#### Ground Floor:

Entrance Hallway, Front Reception Room 1, Front Reception Room 2,

### Viewings:

Via Cottons – 0121 247 2233

## NOTICE COMPLETION DATES

**PLEASE BE SURE TO CHECK THE LEGAL PACKS FOR THE EXACT COMPLETION DATE OF ANY PROPERTY WHICH YOU INTEND TO PURCHASE AS THESE DATES ARE CONTRACTUALLY BINDING.**

**IN RESPONSE TO THE CURRENT MARKET CONDITIONS SOME VENDORS HAVE AGREED TO OFFER THEIR PROPERTIES WITH EXTENDED COMPLETION PERIODS TO ASSIST BUYERS WITH THEIR PURCHASE, AND WHERE POSSIBLE, THESE ARE INCLUDED IN THE CATALOGUE DETAILS FOR EACH LOT (WHERE APPLICABLE). IF YOU REQUIRE CONFIRMATION OF THE COMPLETION DATES FOR ANY PROPERTY INCLUDED IN THIS AUCTION SALE THEN PLEASE CONTACT THE AUCTION TEAM PRIOR TO PURCHASING.**





## 40 Bristnall Hall Crescent, Oldbury, West Midlands B68 9NL

### Property Description:

A semi detached house of part rendered brick construction surmounted by a pitched slate clad roof, offered for sale in a presentable and modernised condition benefiting from gas fired central heating and UPVC double glazed windows. Bristnall Hall Crescent leads off Bristnall Hall Road and the property is within approximately one and a quarter of a mile distance from Bearwood which provides access to a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £500 per calendar month (£6,000 per annum)

### Accommodation:

#### Ground Floor:

Entrance Hall, Lounge, Dining Kitchen with a range of modern fitted units, Rear Entrance Hall with Separate WC

### First Floor:

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

### Outside:

(Front) Paved foregarden with pedestrian side access to rear (Rear) Paved yard and lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## LOT 49

## Freehold Vacant Possession

### 129 Bells Lane, Kings Heath, Birmingham B14 5QJ

### Property Description:

An end terraced house of part rendered brick construction surmounted by a pitched tile clad roof, set back from the road behind a foregarden. The property provides well laid out accommodation and benefits from UPVC double glazed windows, gas fired central heating and modern kitchen and bathroom fittings. The property is situated to the western end of Bells Lane which leads off Alcester Road South (A435).

### Accommodation:

#### Ground Floor:

Entrance Hall, Lounge, Dining Kitchen with extensive range of modern fitted units including built in oven, hob and cooker hood, Sun Room, Cloak Room with wc and wash basin

### First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with modern suite comprising panelled bath, pedestal wash basin and wc



### Outside:

(Front) Gravelled foregarden with side pedestrian access to rear (Rear) Paved patio, brick store and a predominantly lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233







## 1026 Stratford Road, Hall Green Birmingham, B28 8BJ

### Property Description:

A link detached bungalow of brick construction surmounted by a tile clad roof and set back from the road behind a walled and overgrown foregarden. The property benefits from having well laid out accommodation, gas fired central heating, however does require modernisation and improvement. The property is located close to the junction with Shaftmoor Lane (B4217) and within a quarter of a mile from the shops and amenities located on the Stratford Road (A34).

### Accommodation:

#### Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Rear Reception Room/Bedroom 1, Kitchen, Bedroom 2 and Bathroom having WC, wash and panelled bath.

### Outside:

(Front) Walled foregarden  
(Rear) Lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233







## 1762/1764 Pershore Road, Cotteridge, Birmingham, B30 3DR

### Property Description:

A pair of mid terraced Commercial Properties presently interconnected to provide an open plan retail area and benefiting from roller shutter protection, office accommodation to the first floor, and two parking spaces to the rear. The property itself which has been formerly trading as a dance studio is located on the busy Pershore Road (A441) virtually opposite the junction with Breedon Road and is approximately ¼ of a mile from Cotteridge Local Shopping Centre.

### Accommodation:

#### Ground Floor:

Entrance Hall, Open Plan Retail Area measuring 76.9sq.m. (828sq.ft), Separate WC

### First Floor:

Stairs and Landing, Front Room measuring 23.0sq.m. (247sq.ft) Open Plan Rear Area partitioned to provide two rooms and Kitchen measuring 39.8sq.m. (428sq.ft), Separate WC

### Outside:

(Front) – Property fronts directly on to the Pershore Road  
(Rear) - Two Parking spaces accessed of side road

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## 261 Gillott Road, Edgbaston, Birmingham B16 0RX

### Property Description:

A traditional detached house of brick construction surmounted by a hipped tile clad roof, having a rear ground floor extension and benefiting from gas fired central heating, mostly UPVC double glazed windows and garage but requiring modernisation and improvement throughout. The property is situated between the junctions of Selwyn Road and Rotton Park Road and forms part of an established residential area, conveniently located within approximately two miles distance to the west of Birmingham City Centre.

### Accommodation:

#### Ground Floor:

UPVC Double Glazed Porch, Reception Hall, Front Reception Room, Rear Reception Room opening to an extended Dining Room, Utility Room/ Rear Entrance, Kitchen, Lobby having access to Garage and Separate wc



### First Floor:

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

### Outside:

(Front) Full width block paved forecourt set back behind a mature privet hedge and providing access to side garage  
(Rear) Small yard and a large predominantly lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



**17 Stockton Court, Mason Street,  
Coseley, WV14 9SY**

**Property Description:**

A third floor one bedroom flat located in a purpose built block and currently being let on an Assured Shorthold Tenancy at rental of £100pw (£5,200pa). The property itself, which benefits from electric storage heating and majority upvc double glazing, is located off Mason Street, which in turn runs directly off Birmingham New Road (A4123).

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

Communal Entrance Hall

**Third Floor**

Reception Hall, Lounge, Kitchen, Bedroom, Bathroom with panelled bath, wash hand basin and WC.

**Leasehold Information:**

Term – 99 years from 24 June 1978  
Ground Rent - £35 rising to £60 and additional rent  
Service Charge – refer to legal pack

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**24 Stockton Court, Mason Street,  
Coseley, WV14 9SY**

**Property Description:**

A fourth floor one bedroom flat located in a purpose built block and currently being let on an Assured Shorthold Tenancy at rental of £295pcm (£3,540pa). The property itself, which benefits from electric storage heating and majority upvc double glazing, has recently been re-furbished to include new bathroom and kitchen fitments and is located off Mason Street, which in turn runs directly off Birmingham New Road (A4123).

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

Communal Entrance Hall

**Fourth Floor**

Entry Porch, Lounge, Kitchen, Bedroom, Bathroom with panelled bath, wash hand basin and WC.

**Leasehold Information:**

Term – 99 years from 24 June 1978  
Ground Rent - £25 rising to £50 and additional rent  
Service Charge – refer to legal pack

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 55****Freehold Vacant Possession**

**3 Keats Road,  
Wolverhampton, West  
Midlands WV10 8NA**

**Property Description:**

A semi detached property of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a walled foregarden. The property benefits from having double glazed windows and gas fired central heating. Keats Road is located off Tennyson Road and set in an established residential area. The property is approximately within two miles distance from Wolverhampton City Centre.

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

Entrance Hall, Lounge, Dining Room, Kitchen

**First Floor:**

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

**Outside:**

(Front) Lawned garden  
(Rear) Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 56****Freehold Vacant Possession**

**11/11a Overend Road,  
Cradley Heath, West  
Midlands, B64 7DP**

**Property Description:**

A traditional end terraced property with rendered elevations surmounted by a tile clad roof, and sub-divided to provide two self-contained flats. The property benefits from double glazing but would benefit from some cosmetic improvement. The property is located on Overend Road, virtually opposite the junction with Red Brick Close.

**Accommodation****Flat 11a****Ground Floor**

Reception Hall, Separate WC, Living Room

**First Floor**

Kitchen, Bedroom 1

**Second Floor**

Bedroom 2 and Bathroom

**Flat 11****Access at side of building****Ground Floor**

Reception Hall, Living Room, Kitchen, Separate WC, Bedroom with Shower Room

**Outside**

(Front) The property fronts directly onto Overend Road

(Rear) Access to side of building and entrance to rear flat

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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## Land Adj 91 Tedbury Crescent, Erdington, Birmingham B23 5NG

### Property Description:

A parcel of freehold land benefitting from Planning consent for the erection of a three bedroom detached house, located adjacent to 91 Tedbury Crescent and occupying a prominent corner position at the junction with Court Farm Road. The land extends to an area of 280sq.m. (3013 sq. ft.) and forms part of a predominantly residential area located between Court Lane and Short Heath Road and conveniently within approximately one mile distance from both Erdington Railway Station and Erdington High Street which provides a wide range of retail amenities and services.

### Planning

The site benefits from planning consent granted by Birmingham City Council (Ref: N/02284/09/FUL and dated 17 July 2009) for the erection of a three bedroom detached house. The architect's plans accompanying the planning consent detailed a property containing the following accommodation:

### Proposed Accommodation

#### Ground Floor

Reception Hall with Cloak Room having wc,  
Living Room, Dining Room & Open Plan Kitchen

#### First Floor

Stairs and Landing, Three Bedrooms and Bathroom

### Outside

Driveway providing off road parking and gardens to front and rear.

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

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 223



## ID & REGISTRATION

Once you have successfully bid for a property you will be required to present the Auctioneers with the following ID:

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

We now require all bidders to register with ourselves prior to the commencement of the auction and would request where possible that potential purchasers visit our offices along with the necessary ID and pre-register.

Thank you in advance for your co-operation.

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





## Land to the rear of 78 – 112 Newcomen Road, Bedworth, Warwickshire CV12 0EW

### Property Description:

A parcel of freehold land previously containing lock up garages, which have been demolished and cleared and benefiting from outline planning consent for the erection of a range of 14 residential dwelling houses. The site extends to an area of approximately 1.78 acres (0.75Ha) and benefits from vehicular access from several roads in the immediate area. The site forms part of an established residential estate located on the outskirts of Bedworth and is situated approximately one and a half miles distance to the south west of Bedworth Town Centre.

### Planning

The site benefits from planning consent granted by Nuneaton & Bedworth Borough Council (Ref: 010453 and following an application dated 12 April 2006) for the erection of 19 residential dwellings which we understand comprises of a range of semi detached houses and town houses. The scheme has since been re-drafted for a development of 14 dwellings to satisfy the requirements of the National Grid and comprises of

9 Two Bedroom dwellings and 5 Three Bedroom dwellings.

The planning consent is subject to Section 106 Notice (Town & Country Planning Act 1990) whereby the developer will be required to make a payment to the local authority comprising of a fixed sum of £635 in respect of dwellings with one bedroom and £1,010 in respect of dwellings with two or more bedrooms. The Section 106 Notice will be calculated on 19 units and we are advised by the Vendors that a Notice of Planning Approval will only be issued once all matters relating to the S.106 have been finalised. All interested parties are advised to satisfy themselves of all matters relating to the planning consent by contacting the local planning department at Nuneaton & Bedworth Borough Council

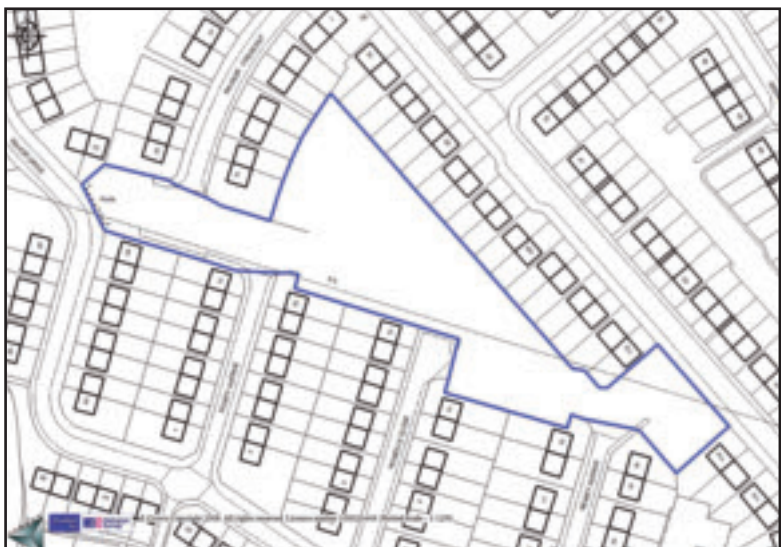
A copy of the planning consent and Section 106 Notice is available for inspection at the auctioneers' offices

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## Land to the rear of 7 - 19 Humphrey Davy Road, Bedworth, Warwickshire CV12 0JD

### Property Description:

A parcel of freehold land previously containing lock up garages, which have been demolished and cleared and benefiting from outline planning consent for the erection of four residential dwellings. The site extends to an area of 0.30 acres (0.12Ha) and benefits from vehicular access between numbers 15 and 17 Humphrey Davy Road. The site forms part of an established residential estate located on the outskirts of Bedworth and is situated approximately one and half miles distance to the south west of Bedworth Town Centre.

consent is subject to a Section 106 Notice (Town & Country Planning Act 1990) whereby the developer will be required to make a payment to the local authority comprising of a fixed sum of £635 in respect of dwellings with one bedroom and £1,010 in respect of dwellings with two or more bedrooms.

A copy of the planning consent and Section 106 Notice is available for inspection at the auctioneers' offices

### Vendors Solicitors:

Refer to Auctioneers

### Planning

The site benefits from planning consent granted by Nuneaton & Bedworth Borough Council (Ref: 011462 and dated 29th November 2007) for the erection of four dwellings which we understand will comprise of two pairs of semi detached single storey properties. The planning

### Viewings:

Via Cottons – 0121 247 2233



# **4 Minehead Road, Wolverhampton WV10 6SR**

## **Property Description:**

A semi detached house of rendered brick construction surmounted by a hipped slate clad roof, offered for sale in a presentable condition and benefiting from gas fired central heating and off road parking. Minehead Road leads off Marsh Lane which leads off Stafford Road (A449) providing direct access to the M54 Motorway (junction 2) being within approximately one and a half miles distance and Wolverhampton City Centre being within approximately two miles distance.

## **Accommodation:**

### **Ground Floor:**

Entrance Hall, Lounge, Kitchen with a range of modern fitted units, Rear Entrance Hall with Pantry/Store, Separate WC

### **First Floor:**

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



## **Outside:**

(Front) Paved forecourt with gated access providing off road parking, pedestrian side access to rear  
(Rear) Paved yard and enclosed lawned garden

## **Vendors Solicitors:**

Refer to Auctioneers

## **Viewings:**

Via Cottons – 0121 247 2233



## **DEPOSITS AND ADMINISTRATION FEE**

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

Acceptable payment methods are as follows:

- Bank/Building Society Draft
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- Debit Card Payments

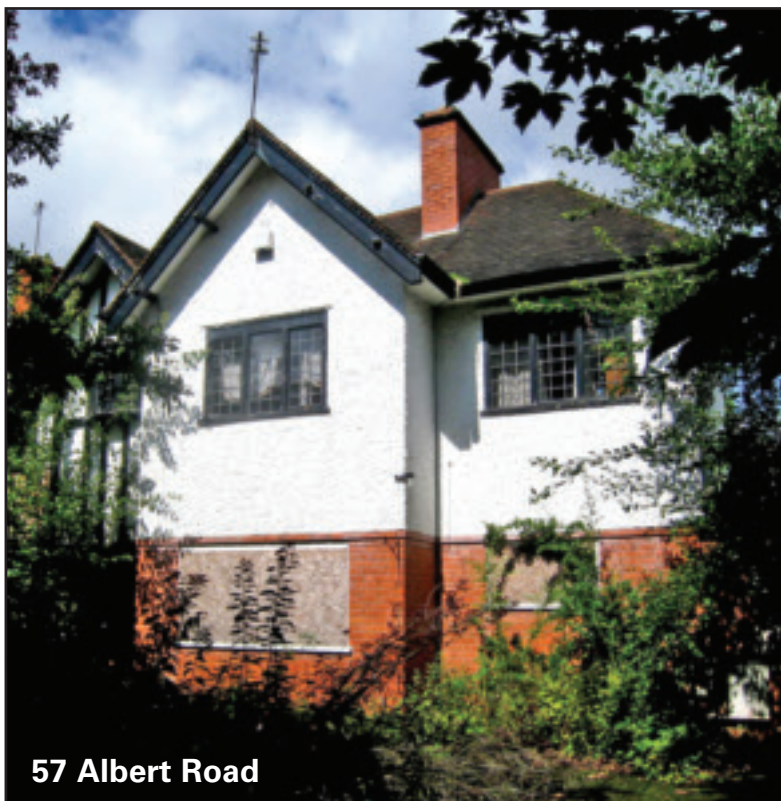
All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

- Credit Card Payments  
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If you need any help please contact the Auction Team  
Tel 0121 247 2233







## 55 and 57 Albert Road, Whitmore Reans, Wolverhampton, West Midlands WV6 0AG

### Property Description:

A parcel of freehold land extending to approximately 0.73 acres (2966 sq.m) and benefiting from Planning Permission granted in full for partial demolition of the site and conversion and refurbishment of both number 57 and number 55 Albert Road to provide fourteen two bedroom apartments with off road parking. The site presently occupies two detached buildings, a link building and detached garage. Albert Road itself is located above Park Road and Tettenhall Road (A41) and is within approximately half a miles distance from the City Centre of Wolverhampton.

February 2008 by Wolverhampton City Council (reference 07/00117/ FUL) for the erection of two storey rear extension, conversion and refurbishment of number 57 Albert Road to provide 4 No. two bedroom apartments. External alterations, conversion and refurbishment of number 55 Albert Road to provide 5 No. two bedroom apartments. Erection of two storey apartment block (5 No. two bedroom apartments). A copy of the Planning Consent and Plans will be available to view at the Auctioneer's offices.

### Viewings:

Via Cottons – 0121 247 2233

### Planning

The site has the benefit of Planning Permission granted in full on 27

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Proxy Bids if you are unable to attend the Auction**

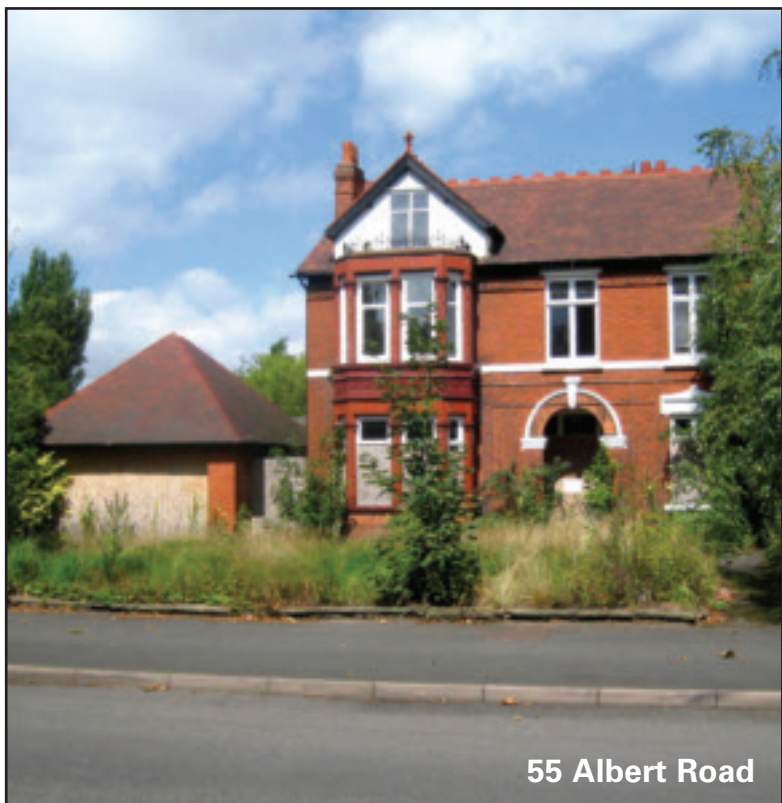
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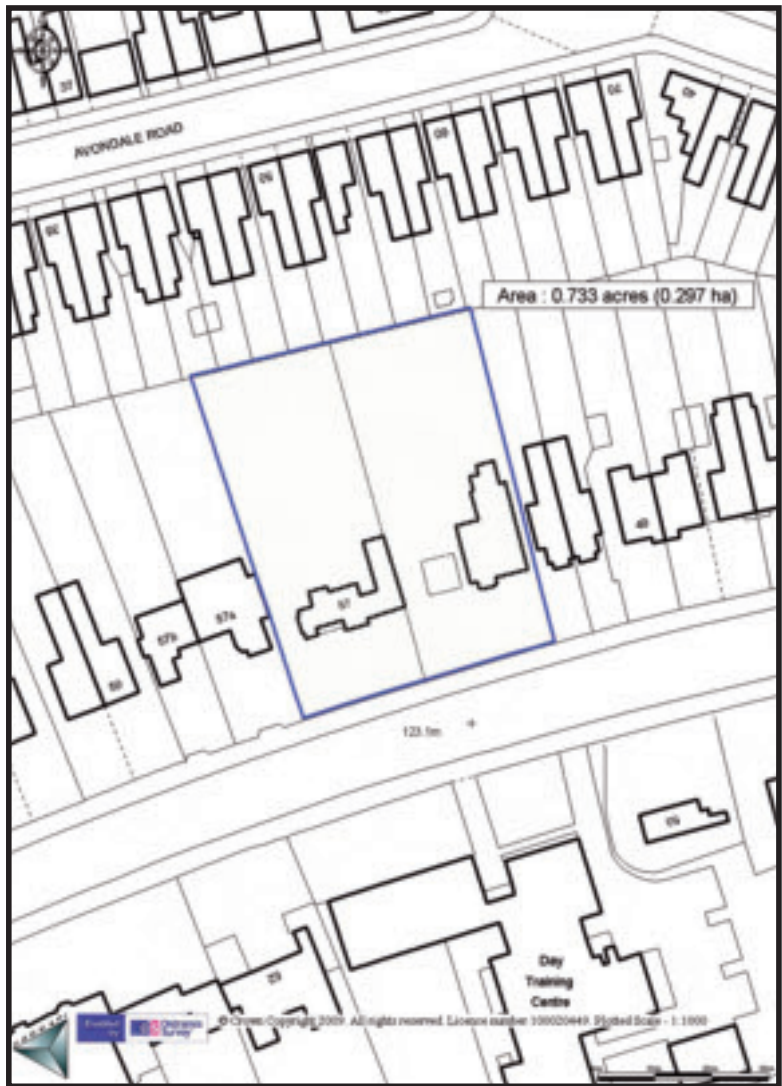
**For further details and Terms & Conditions**







55 Albert Road





## 27 Raymond Avenue, Great Barr, Birmingham B42 1LX

### Property Description:

A detached bungalow of rendered brick construction surmounted by a pitched tile clad roof and set back from the road behind a paved front garden. The property benefits from UPVC double glazing and gas fired central heating and further benefits from the possibility of off road parking to the rear via a service road. Raymond Avenue runs directly off Fairview Avenue which in turn is located off the Walsall Road (A34). The property is approximately one and a quarter miles from junction 7 of the M6 motorway.

### Accommodation:

#### Ground Floor:

Reception Hall, Lounge, Dining Room, Kitchen, Two Bedrooms and Bathroom having panel bath, wash basin and WC

#### Outside:

(Front) Walled foregarden  
(Rear) Lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



## 90 Glastonbury Crescent, Walsall WS3 2RF

### Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows, three bedrooms and garage. Glastonbury Crescent leads off Sneyd Lane (A4124) and the property is within approximately one mile distance from Bloxwich High Street which provides access to a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

### Accommodation:

#### Ground Floor:

UPVC Double Glazed Porch, Entrance

Hall, Lounge, Dining Kitchen, Utility Room with Store

#### First Floor:

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

#### Outside:

(Front) Gravelled foregarden, driveway to freestanding garage and a small side garden  
(Rear) Pedestrian side access to yard and paved garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



## Flat Over 1553 Stratford Road, Hall Green, Birmingham B28 9JA

### Property Description:

A well laid out first floor flat situated over a ground floor shop premises and forming part of a brick built property surmounted by a pitched slate clad roof. The property which benefits from UPVC double glazed windows, is offered for sale in a presentable condition and is accessed from the rear by way of a driveway which leads off Baldwins Lane close to the junction with Robin Hood Island.

### Accommodation:

#### Ground Floor:

External metal staircase to:

#### First Floor:

Reception Hall/Landing, Lounge, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc and Three Bedrooms

### Outside:

(Rear) Enclosed gravelled yard and parking space

### Leasehold Information:

Lease Term: A new 99 year lease will be granted from the date of completion

Ground Rent: £25 per annum

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





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

**10 Hoopers Close,  
Leigh Sinton, Malvern,  
Worcestershire WR13 5DX**

**Property Description:**

A freehold semi detached property of traditional brick construction surmounted by an interlocking tile clad roof and benefiting from gas fired central heating and UPVC double glazing, but otherwise requiring cosmetic improvement. Hoopers Close itself is located directly off Stocks Lane which in turn runs directly off the A4103. Leigh Sinton itself is located approximately two miles to the north of Malvern Link and five miles to the south west of Worcester City Centre.

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

Reception Hall, Front Reception Room, Kitchen/Diner, Rear Lobby with separate WC off,

**First Floor:**

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

**Outside:**

(Front) Lawned foregarden  
(Rear) Lawned garden with pedestrian side entry

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 66****Freehold Vacant Possession**

**294 Warwick Road,  
Sparkhill, Birmingham,  
West Midlands, B11 2NU**

**Property Description:**

A mid terraced property of traditional brick construction, surmounted by a slate clad roof and requiring modernisation and repair. The property itself is located on Warwick Road (A41) close to the roundabout with Albion Road, approximately 2½ miles to the South East of Birmingham City Centre.

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

Two Reception Rooms and Kitchen

**First Floor:**

Two Bedrooms and Bathroom

**Outside:**

(Front) Small walled foregarden

(Rear) Gardens with brick built store and Separate WC

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 22nd October 2009 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.







## 1A Beaumont Road, Nuneaton, Warwickshire CV11 5HD

### Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof, requiring modernisation and improvement throughout. The property is situated in a side road that leads off Beaumont Road adjacent to a modern housing development on the site formerly occupied by Nuneaton Football Club. The property is conveniently within approximately half a mile distance from Nuneaton Town Centre.

### Accommodation:

#### Ground Floor:

Entrance Hall, Lounge, Kitchen, Rear Entrance Hall/Utility, Covered Store Area

### First Floor:

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

### Outside:

(Front) Foregarden with gated vehicular access to a side driveway providing scope for future extension/garage (subject to obtaining planning consent)  
(Rear) Yard and garden

### Vendors Solicitors:

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### Viewings:

Via Cottons – 0121 247 2233

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**1 Lloyd Street, Dudley,  
West Midlands DY2 8NG**

**Property Description:**

A traditional end terraced house of brick construction surmounted by a pitched interlocking tile clad roof, offered for sale in a presentable condition benefiting from gas fired central heating, UPVC double glazed windows and modern kitchen and shower room fitments. Lloyd Street leads off Dando Road which in turn leads off Blackacre Road and the property is conveniently within one quarter of a mile distance from Dudley Town Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £375 per calendar month (£4,500 per annum)



**Accommodation:**

**Ground Floor:**

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Shower Room with glazed shower enclosure, pedestal wash basin and wc

**First Floor:**

Stairs and Landing, Two Double Bedrooms

**Outside:**

(Rear) Paved yard area

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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## 141 Lincoln Road North, Acocks Green, Birmingham B27 6RT

### Property Description:

A three bedroom end terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden with paved driveway giving access to double gates and secure off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows and a two storey brick built building located in the rear garden. Lincoln Road North can be found off the Warwick Road (A41) and the property itself is within approximately half a miles distance from the main shops and amenities located in Acocks Green.

### Accommodation:

#### Ground Floor:

Front Reception Room, Rear Reception Room, L shaped Kitchen, Bathroom having panelled bath, wash basin and WC, stairs to First Floor



### First Floor:

Landing, Three Bedrooms

### Outside:

(Front) Walled foregarden and concrete driveway giving access to double gates providing off road parking (Rear) Lawned garden with two storey brick built building (in need to modernisation) and 2 further brick built garages (in need to modernisation).

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## Development Site at Cotterills Avenue, Alum Rock, Birmingham B8 3RU

### Property Description:

A freehold garage yard which has recently been used as a builders store extending to approximately 0.27 acres (0.109 hectares) and benefiting from Outline Planning Consent for the construction of 2 No. three bedroom semi detached properties. The site itself is located at the eastern end of Cotterills Avenue which runs directly off Cotterills Lane in a predominantly residential suburb of Alum Rock. The site itself is located approximately 2.5 miles to the east of Birmingham City Centre.

### Planning

The property benefits from Outline Planning Consent granted on 13 September 2007 for the construction of 2 No. 3 bedroom dwelling houses (Ref - N/07256/06/OUT)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



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## Land Adjacent 104 Coleys Lane, Northfield, Birmingham B31 4AF

### Property Description:

A parcel of freehold land located to the side of 104 Coleys Lane and bordering a pedestrian walkway which runs between Coleys Lane and Kelvin Road. The site itself extends to approximately 0.076 acres (0.031 hectares) and can be accessed via an overgrown driveway leading off Kelvin Road. The site itself is situated

approximately three quarters of a mile from the centre of Northfield and approximately six miles to the south west of Birmingham City Centre.


### Vendors Solicitors

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





**Robert Wanders**

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**LOT 72****Freehold Vacant Possession**

**67 Hilton Road, Lansfield,  
Wolverhampton WV4 6DT**

**Property Description:**

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof and benefiting from recent redecoration, UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings. Hilton Road is situated via Walton Road off Birmingham New Road (A4123) and the property lies within approximately one and a half miles distance to the south of Wolverhampton City Centre.

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

Entrance Hall, Lounge, Kitchen, Bathroom and Lobby with separate WC off

**First Floor:**

Stairs and Landing, Three Bedrooms

**Outside:**

(Front) Lawned foregarden with pedestrian side access to the rear  
(Rear) Lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 73****Freehold Vacant Possession**

**17 Ladysmith Road,  
Halesowen,  
West Midlands B63 2BS**

**Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, part UPVC double glazing, however does require some modernisation and improvement. Ladysmith Road is located off Furlong Lane which in turn can be found off Windmill Hill (A458) which provides direct access to the main shopping area in Halesowen, and being within approximately one and a quarter miles distance.

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

Front Reception Room, Rear Reception Room, Lean to, Kitchen, Bathroom having panelled bath, wash basin and WC, and Store Room

**First Floor:**

Bedroom 1, Bedroom 2  
intercommunicating with loft room

**Outside:**

(Front) Walled foregarden  
(Rear) Lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

## IMPORTANT NOTICE

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## Land at Fox Lane, Alrewas, Staffordshire

### Property Description:

A parcel of freehold land located in a predominantly rural/agricultural location, adjacent to Fox Lane. The site extends to an area of approximately 0.78 acres (0.315Ha). The site itself can be accessed directly off Fox Lane, which provides nearby access to Rykniel Street (A38)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

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### 34 Greenstead Road, Moseley, Birmingham B13 9NG

#### Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof benefiting from three bedrooms, gas fired central heating and off road parking, but requiring modernisation and improvement throughout. The property is situated close to the junction with Tenby Road in an established residential area and within approximately one quarter of a mile distance from Stratford Road (A34) which provides access to a wide range of retail amenities and services.

with panelled bath having shower over, pedestal wash basin and WC

#### First Floor:

Stairs and Landing, three Bedrooms

#### Outside:

(Front) Lawned foregarden with paved driveway providing off road parking and pedestrian access to rear  
(Rear) Yard and garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Accommodation:

##### Ground Floor:

Entrance Hall, Front Reception Room, Breakfast Kitchen, Lobby, Bathroom

#### Viewings:

Via Cottons – 0121 247 2233

## ID

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

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

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

## LEGAL PACKS

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

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





**LOT 76****Freehold Vacant Possession**

**33 Highfield Road,  
Halesowen, West  
Midlands B63 2DH**

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from gas fired central heating, mostly UPVC double glazed windows and having a garage located at the rear with vehicular access off Foredraft Street. Highfield Road leads off Windmill Hill (A458) and the property is within approximately one and a quarter of a mile distance from Halesowen Town Centre

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

Reception Hall, Front Reception Room, Lobby with cellar access, Rear Reception Room, Rear Entrance Hall, Utility Room/Store, Kitchen

**First Floor:**

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

**Outside:**

(Front) Small walled foregarden, shared pedestrian entry access to rear (Rear) Yard, partly gravelled rear garden and a freestanding garage with vehicular access off Foredraft Street

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 77****Freehold Vacant Possession**

**71 Essex Street, Walsall,  
West Midlands  
WS2 7AR**

**Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof and set back from the road behind a small walled foregarden. The property benefits from having well laid out accommodation, UPVC double glazing, gas fired central heating and is offered for sale in presentable condition. Essex Street is located off Bloxwich Road (B4210) and the property is within approximately half a mile from Walsall Town Centre which provides a wide range of shops and amenities.

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

Front Reception, Rear Reception Room, Kitchen, Inner Lobby, Bathroom having panelled bath, wash basin and WC, stairs to first floor

**First Floor:**

Landing, Three Bedrooms

**Outside:**

(Front) Walled foregarden  
(Rear) Lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



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## LOT 78

### 97 Cornwall Road, Handsworth Wood, Birmingham B20 2HY

#### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, having been recently refurbished and offered for sale in a presentable and modernised condition benefiting from UPVC double glazed windows and gas fired central heating. Cornwall Road forms part of an established residential area and is located off College Road which in turn leads off Church Lane (A4040). The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum).

#### Accommodation:

##### Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen with a range of modern units

##### First Floor:

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

## Freehold Investment



#### Outside:

(Front) Small walled foregarden  
(Rear) Brick paved yard, brick stores and wc, shared rear pedestrian access and a separate garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

## LOT 79

### 51 Brook End, Fazeley, Tamworth, Staffordshire, B78 3RS

#### Property Description:

A duplex maisonette situated on the First and Second floors and being of brick construction surmounted by a pitched tile clad roof. The property benefits from well laid out accommodation, double glazed windows, two double bedrooms and a garage located in block to the rear, but requires some modernisation and cosmetic improvement. The property overlooks open space and Brook Lane itself runs between Coleshill Street (A4091) and Atherstone Street (B5404). Both Tamworth Town Centre and Ventura Retail Park are within approximately one and a half miles distance.

#### Accommodation:

##### Ground Floor:

Entrance Hall

##### First Floor:

Stairs and Landing, Lounge/Dining Room, Bedroom 1 (Double), Kitchen and Bathroom with panel bath having electric shower over, pedestal wash basin and wc

##### Second Floor:

Stairs and Landing, Bedroom 2 (Double), Cloakroom with wc.



#### Outside:

Lawned rear garden and lock up garage located in a separate block and accessed by way of a shared driveway

#### Leasehold Information:

Term: The property is held on a lease commencing 4 October 2006 and ending on 25 March 2085

Ground Rent: Currently £60.00 per annum

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233



**LOT 80****Freehold Vacant Possession****6 Lindens Drive, Sutton  
Coldfield,  
West Midlands B74 2AQ****Property Description:**

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set back behind a foregarden and requiring complete repair and modernisation throughout. The property is situated in a popular and established residential area and Lindens Drive is located directly off Queslett Road (A4041). The property is within approximately one miles distance from both Sutton Park (Banners Gate Entrance) and local services and amenities located on Chester Road (A452)

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

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

**First Floor:**

Stairs and Landing, Three Bedrooms, Bathroom

**Outside:**

(Front) Foregarden and driveway providing off road parking with double doors to side area  
(Rear) Overgrown garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 81****Freehold Vacant Possession****28 St Pauls Road,  
Smethwick,  
West Midlands B66 1EQ****Property Description:**

An end terraced bay fronted house of part rendered brick surmounted by a pitched slate clad roof requiring complete modernisation and repair throughout. The property is situated virtually opposite the junction with Fenton Street and forms part of an established residential area conveniently located within approximately one quarter of a mile distance from both Smethwick Galton Railway Station and High Street providing access to a wide range of local amenities and services, and within approximately one mile distance from the M5 motorway (junction 1).

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

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

**First Floor:**

Stairs and Landing, three Bedrooms, Bathroom

**Outside:**

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(Rear) Yard and garden

**Vendors Solicitors:**

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**Viewings:**

Via Cottons – 0121 247 2233

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# Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

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

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

(Edition 2 October 2005) Reproduced with the consent of the RICS Real Estate Group with the support of the Commercial and Residential Property Faculties.

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## Introduction

The common auction conditions have three main sections:

### 1. Glossary

This gives special meanings to some words used in the rest of the conditions

### 2. The conduct of the auction

**These conditions regulate the conduct of the auction.** If you read our catalogue or attend the auction you do so on the basis that you accept them

### 3. Conditions of sale

If you buy a lot you will sign a **sale memorandum** under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General conditions that apply to all lots
- Any extra general conditions in the catalogue or an addendum
- Special conditions that only apply to the lot you are buying (and which may vary the general conditions)

The conditions are legally binding.

### Important notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant
- Read the conditions
- Inspect the lot
- Carry out usual searches and make usual enquiries
- Check the content of all available leases and other documents relating to the lot
- Check that what is said about the lot in the catalogue is accurate
- Have finance available for the deposit and purchase price
- Check whether **VAT** registration and election is advisable.

**The conditions assume that the buyer has acted like a prudent buyer.**

**If you choose to buy a lot without taking these normal precautions you do so at your own risk.**

In the **conditions** wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words
- a 'person' includes a corporate body
- words of one gender include the other genders and where the following words appear in blue they have the specified meanings:

**Actual completion date:** The date when **completion** takes place or is treated as taking place for the purposes of apportionment and calculating interest

**Addendum:** An amendment or addition to the **conditions** whether contained in a supplement to the **catalogue**, a written notice from the **auctioneers** or an oral announcement at the **auction**

### Agreed completion date

(a) the date specified in the **special conditions**, or

(b) if no date is specified, **20 business days** after the **contract date** but if that date is not a **business day** the first subsequent **business day**

**Arrears:** **Arrears** of rent and other sums due under the **tenancies** but unpaid on the **actual completion date**

**Auction:** The auction advertised in the **catalogue**

**Auctioneers:** The auctioneers at the **auction**

**Business day:** Any day except (a) a Saturday or a Sunday (b) a bank holiday in England and Wales or (c) Good Friday or Christmas Day

**Buyer:** The person who agrees to buy the **lot** or, if applicable, that person's personal representatives: if two or more are jointly the **buyer** all obligations can be enforced against them jointly or against each of them separately

**Catalogue:** The catalogue to which the **conditions** refer including any supplement to it

**Completion:** Completion of the sale of the **lot**

## Conditions

This glossary, the conditions for the conduct of the **auction**, the **general conditions**, any **extra conditions** and the **special conditions**

**Contract:** The contract by which the **seller** agrees to sell and the **buyer** agrees to buy the **lot**

**Contract date:** The date of the **auction** or, if the **lot** is not sold at the **auction**:

- (a) the date of the **sale memorandum** signed by both the **seller** and **buyer** or
- (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

**Documents:** Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the **special conditions** relating to the **lot**

**Extra conditions:** Any additions to or variations of the **conditions** that are of general application to all **lots**

**General conditions:** The conditions so headed

**Interest rate:** If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc

**Lot:** Each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy

**Old arrears:** **Arrears** due under any of the **tenancies** that are not 'new tenancies' as defined by the Landlord and Tenant (Covenants) Act 1995

**Particulars:** The section of the **catalogue** that contains descriptions of each **lot**

**Practitioner:** A receiver, administrative receiver or liquidator or a trustee in bankruptcy

**Price:** The price that the **buyer** agrees to pay for the **lot**

**Ready to complete:** Ready, willing and able to complete: if **completion** would enable the **seller** to discharge all financial charges secured on the **lot** that have to be discharged by **completion**, then those outstanding financial charges do not prevent the **seller** from being

**ready to complete**



**Sale memorandum:** The form so headed set out in the **catalogue** in which the terms of the **contract** for the sale of the **lot** are recorded

**Seller:** The person selling the **lot**

**Special conditions:** The conditions so headed that relate to the **lot**

**Tenancies:** Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them

**Transfer:** Includes a conveyance or assignment (and to transfer includes to convey or to assign)

**TUPE:** The Transfer of Undertakings (Protection of Employment) Regulations 1981 as modified or re-enacted from time to time

**VAT:** Value Added Tax or other tax of a similar nature

**VAT election:** an election to waive exemption from **VAT** in respect of the **lot**

**We** (and **us** and **our**)

The **auctioneers**

**You** (and **your**)

Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**

The **catalogue** is issued only on the basis that **you** accept these conditions relating to the conduct of the **auction**. They override all other **conditions** and can only be varied if **we** agree.

**Our role:** As agents for each **seller** we have authority to:

- prepare the **catalogue** from information supplied by or on behalf of each **seller**
- offer each **lot** for sale
- sell each **lot**
- receive and hold deposits
- sign each **sale memorandum**
- treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by the **conditions**. **Our** decision on the conduct of the **auction** is final. **We** may cancel the **auction**, withdraw **lots** from sale, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. **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.

**Bidding and reserve prices:** **We** 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 may not make a bid equal to or exceeding the reserve price. Where a guide price is given that price is not to be taken as an indication of the value of the **lot** or of the reserve price.

**The particulars and other information:** **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**.

However the **particulars** are based on information supplied by or on behalf of the **seller** and **we** are not responsible for errors. The **particulars** are for **your** information but **you** must not rely on them. They do not form part of any **contract** between the **seller** and the **buyer**. If **we** provide any information or a copy of any document **we** do so only on the basis that **we** are not responsible for its accuracy.

**The contract:** A successful bid is one **we** accept as such. If **you** make a successful bid for a **lot** **you** are obliged to buy that **lot** on the terms of the **sale memorandum**. The **price** will be the amount **you** bid plus **VAT** (if applicable). **You** must before leaving the **auction**:

- provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity that complies with money laundering regulations)
- sign the completed **sale memorandum** and
- pay the deposit and if **you** do not **we** may either:
- 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
- sign the **sale memorandum** on **your** behalf. Deposits must be paid by cheque or by bankers' draft drawn in **our** favour on a UK clearing bank or building society. The **catalogue** states whether **we** also accept debit or credit cards.

**We** may retain the **sale memorandum** signed by or on behalf of the **seller** until **we** receive the deposit in cleared funds.

If **you** make a successful bid for a **lot**:

- **You** are personally liable to buy it even if **you** are acting as an agent. It is **your** responsibility to obtain an indemnity from the person for whom **you** are the agent
- Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**
- If the **buyer** does not comply with its obligations under the **contract** **you** are personally liable to buy the **lot** and must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

The **general conditions** apply except to the extent that they are varied by **extra conditions**, the **special conditions** or by an **addendum**.

## 1. The lot

1.1 The **lot**, including any rights granted and reserved, is described in the **special conditions**.

1.2 The **lot** is sold subject to all subsisting **tenancies**, but otherwise with vacant possession on **completion**.

1.3 The **lot** is sold subject to all matters contained or referred to in the **documents** (except financial charges: these the **seller** must discharge on or before **completion**) and 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

(i) anything the **seller** does not and could not reasonably know about and where any such matter would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against liability.

1.4 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.

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

1.6 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.

1.7 The **buyer** buys with full knowledge of:

(a) the **documents** whether or not the **buyer** has read them

(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.

1.8 The **buyer** is not relying on the information contained in the **particulars** or in any replies to preliminary enquiries but on the **buyer's** own verification of that information. If any information is not correct any liability of the **seller** and any remedy of the **buyer** are excluded to the extent permitted by law.

## 2. Deposit

2.1 The amount of the deposit is the greater of:

(a) any minimum deposit stated in the **catalogue** (or the total **price**, if this is less than that minimum), and

(b) 10% of the **price** exclusive of **VAT**.

2.2 The deposit:

(a) must be paid to the **auctioneers** by cheque or banker's draft drawn on a UK clearing bank or building society (or by such other means of payment as they accept)

(b) is to be held as stakeholder unless the **special conditions** provide that it is to be held as agent for the **seller**.

2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it and any interest on it to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **conditions**.

2.4 If a cheque for the deposit is not cleared on first presentation the **seller** is entitled to treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

2.5 Interest earned on the deposit belongs to the **seller** unless the **conditions** provide otherwise.

## 3. Transfer of risk and insurance

3.1 From the **contract date** the **seller** is under no obligation to insure the **lot** and the **buyer** bears all risk of loss or damage unless:

(a) the **lot** is sold subject to a **tenancy** that requires the **seller** to insure the **lot** or

(b) the **special conditions** require the **seller** to insure the **lot**.

3.2 If the **seller** is to insure the **lot** then the **seller**:

(a) must produce to the **buyer** on request relevant insurance details

(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due

(c) gives no warranty as to the adequacy of insurance

(d) must, at the request of the **buyer**, use reasonable endeavours to have the **buyer's** interest noted on any insurance policy that does not cover a contracting purchaser

(e) must, unless otherwise agreed, cancel the insurance at **completion**

(f) is to hold in trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** and the **buyer** must on **completion** reimburse to the **seller** the cost of insurance (to the extent it is not paid by a tenant or other third party) from and including the **contract date**

3.3 If under a **tenancy** the **seller** insures the **lot** then unless otherwise agreed with the **buyer** the **seller** is to pay any refund of premium.

(a) to the **buyer** or

(b) if the **special conditions** so state, to each tenant in the proportion that the tenant pays premiums under its **tenancy**, first deducting any arrears of premium due from that tenant.

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

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

## 4. Title

4.1 Unless **general condition** 4.2 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 following the **contract date**.

4.2 The buyer may raise no requisition or objection to any **documents** made available before the **auction** but in relation to any of the **documents** that is not available before the **auction** the following provisions apply:

(a) 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 of all documents noted on the register that affect the **lot**

(b) 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 15 years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**

(c) 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**.

4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that:

(a) all matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the **buyer** and

(b) any implied covenant as to compliance with tenant's obligations under leases does not extend to the state or condition of the **lot** where the **lot** is leasehold property.

4.4 If title is in the course of registration title is to consist of certified copies of:

(a) the **documents** sent to the Land Registry

(b) the application to the Land Registry and 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**.

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

4.6 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**.

## 5. Transfer

5.1 Unless a form of **transfer** is set out in 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 5.2 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**.

5.2 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.

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

## 6. Completion

6.1 **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.

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

6.3 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.

6.4 Unless the **seller** and the **buyer** otherwise agree **completion** takes place when both have complied with their obligations under the **contract** and the total payment is unconditionally received in the **seller's** conveyancer's client account.

6.5 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**.

6.6 Where applicable the **contract** remains in force following **completion**.

## 7. Notice to complete

7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within 10 **business days** (excluding the date on which the notice is given) making time of the essence.

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

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

- (a) rescind 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**.

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

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

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

If the **contract** is rescinded or otherwise 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**
- (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 general condition 7.3.

## 9. Landlord's licence

9.1 Where the **lot** is leasehold land and licence to assign is required this condition applies.

9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord can lawfully require.

9.3 The **agreed completion date** is to be not earlier than the date five **business days** after the **seller** has given notice to the **buyer** that the licence has been obtained.

9.4 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.

9.5 The **buyer** must:

- (a) promptly provide references and other relevant information, and
- (b) comply with the landlord's lawful requirements.

9.6 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) by notice to the other rescind the **contract** at any time before licence is obtained. Rescission is without prejudice to the claims of either **seller** or **buyer** for breach of this condition 9.

## 10. Interest and apportionments

10.1 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**.

10.2 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.

10.3 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.

10.4 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 a period of less than a year accrues at an equal daily rate during the period to which it relates
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to the best estimate then available 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

(d) rent payable in arrear for a period that includes the day of apportionment is to be apportioned for that period as if paid in advance.

## **11. Arrears**

11.1 The **seller** retains the right to receive and recover **old arrears**.

11.2 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, distrain or forfeit the **tenancy**

(b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment)

(c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require

(d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order

(e) not 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 this condition 11.

11.3 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**.

## **12. Management**

12.1 This condition applies where the **lot** is sold subject to **tenancies**.

12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

12.3 Unless set out in the **special conditions** the **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion**, such as an application for licence or a rent review under a **tenancy**, 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**.

## **13. Rent deposits**

13.1 This condition applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this condition 'rent deposit deed' means the deed or other document under which the rent deposit is held.

13.2 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.

13.3 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.

## **14. VAT**

14.1 Where the **conditions** require money to be paid the payer must also pay any **VAT** that is chargeable on that money, but only if given a valid **VAT** invoice.

14.2 Where the **special conditions** state that no **VAT election** 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**.

## **15. Transfer as a going concern**

15.1 Where the **special conditions** so state the **seller** and the **buyer** intend the sale to be treated as a transfer of a going concern and this condition applies.

15.2 The **seller** confirms that the **seller** or a company in the same **VAT** group:

(a) is registered for **VAT** and

(b) has, where necessary, made in relation to the **lot** a **VAT election** that remains valid.

15.3 The **buyer**:

(a) is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group

(b) has made, or will make before **completion**, a **VAT election** in relation to the **lot**

(c) is to give to the **seller** as early as possible before the **agreed completion date** evidence of the **VAT** registration and that a **VAT election** has been made and notified in writing to HM Revenue and Customs

(d) must not revoke the **VAT election**. and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, general condition 14.1 applies at **completion**.

15.4 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

15.5 Unless the **seller** obtains agreement to the contrary from HM Revenue and Customs

(a) the **seller** must on or as soon as reasonably practicable after **completion** transfer to the **buyer** all **VAT** records for the **lot** and

(b) the **buyer** must keep those records available for inspection by the **seller** at all reasonable times.

15.6 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** and

(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 15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.



**16. Capital allowances**

- 16.1 This condition applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.
- 16.2 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.
- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.
- 16.4 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, 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.

**17 Maintenance agreements**

- 17.1 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**.
- 17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

**18. Landlord and Tenant Act 1987**

- 18.1 This condition applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- 18.2 Unless the **special conditions** state otherwise the **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

**19. Sale by practitioner**

- 19.1 This condition applies where the sale is by a **practitioner** as agent of the **seller**.
- 19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- 19.3 The **practitioner** and the **practitioner's** partners and staff have no personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding the personal liability of the **practitioner** and of the **practitioner's** partners and staff.
- 19.4 The **lot** is sold:
- (a) in its condition at **completion**
  - (b) whether or not vacant possession is provided
  - (c) for such title as the **seller** may have and
  - (d) with no title guarantee. and the **buyer** has no right to rescind the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.
- 19.5 Where relevant:
- (a) the **documents** must include certified copies of the charge under which the **practitioner** is appointed, the document of appointment by the lender 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.
- 19.6 The **buyer** understands this condition 19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

**20. TUPE**

- 20.1 Unless the **special conditions** state that **TUPE** applies then the **seller** warrants that there are no employees whose contracts of employment will transfer to the **buyer** on **completion**.
- 20.2 If the **special conditions** state that **TUPE** applies then:
- (a) the **seller** has informed the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion**
  - (b) not less than five **business days** before the **agreed completion date** the **buyer** must confirm to the **seller** that the **buyer** has offered to employ those employees on the same terms as, or better terms than, their existing contracts of employment
  - (c) the **buyer** is to keep the **seller** indemnified against all liability for those employees after **completion**.

**21. Environmental**

- 21.1 This condition only applies where the **special conditions** so provide.
- 21.2 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**.
- 21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

**22. Service charge**

- 22.1 This condition applies where the **lot** is sold subject to **tenancies** that include service charge provisions.
- 22.2 No apportionment is to be made at **completion** in respect of service charges.
- 22.3 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.
- 22.4 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 and in respect of payments on account that are still due from a tenant **condition 11 (arrears)** applies.
- 22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay any incurred in respect of the period before **actual completion date** and the **buyer** must pay any 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**.
- 22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure:

(a) the **seller** must assign 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.

### **23. Rent reviews**

23.1 This condition 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.

23.2 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.

23.3 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.

23.4 The **seller** must:

(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.

23.5 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.

23.6 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.

23.7 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**.

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

### **24. Tenancy renewals**

24.1 This condition 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.

24.2 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.

24.3 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.

24.4 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

(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.

24.5 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.

### **25. Warranties**

25.1 Available warranties are listed in the **special conditions**.

25.2 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

(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.

25.3 If a warranty is not assignable the **seller** must on **completion**:

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

(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.

### **26. 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**.

### **27. Notices and other communications**

27.1 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.

27.2 If a communication is delivered by hand or is otherwise proved to have been received then it is given when delivered or received. If delivered or received after 1700 hours on a **business day** it is to be treated as received on the next **business day**.

27.3 If a communication is to be relied on that is not delivered by hand or otherwise proved to have been received it must be sent by first-class registered or recorded delivery post to the address of the person to whom it is to be given as specified in the **sale memorandum**. Such a communication will be treated as received on the second **business day** after it has been posted.

### **28. Contracts (Rights of Third Parties)**

#### **Act 1999**

The **contract** is enforceable only by the **seller** and the **buyer** and (if applicable) their successors in title and, to the extent permitted by the **conditions**, by the **auctioneers**.

# Cottons

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# Location



# Cottons

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