

13th JULY 2017

# Cottons

CHARTERED SURVEYORS

## AUCTION

THURSDAY 13th JULY 2017  
11:00 AM

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## LOCATION

ASTON VILLA FOOTBALL CLUB  
VILLA PARK  
BIRMINGHAM  
B6 6HE

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

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

## Important notice to be read by all bidders

### Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

### Auctioneers Advice

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

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

## IMPORTANT NOTICE

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

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

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

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

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

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

### Credit card or Business card Payments

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 2.00% surcharge is payable.

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

### ID

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

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

### Third Party Bidding

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

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

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

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

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

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

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

13. The successful bidder will be required to pay an Administration Fee of £850 (inclusive of 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 £250 (inclusive of VAT).

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

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

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

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

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

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

### Misrepresentation Act

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

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

### Definition

#### Definition of Guide Prices

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

#### Definition of Reserve Price

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

# A COLLECTIVE AUCTION SALE of 61 LOTS

## Order of Sale

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Freehold Ground Rents, Land and Development Opportunities. By instruction of a variety of Vendors including, Solicitors, Joint Property Agents, Companies, Private Clients and including 13 surplus properties by kind Instruction of Dudley Metropolitan Borough Council



1	39 NORTH OVAL, DUDLEY, DY3 1XJ	Freehold Vacant Residential	50	324 LADYPOL ROAD, BIRMINGHAM, B12 8JY	Freehold Investment
2	41 NORTH OVAL, DUDLEY, DY3 1XJ	Freehold Vacant Residential	51	104 HAMILTON ROAD, HANDSWORTH, B21 8AH	Freehold Vacant Residential
3	33 SOUTH OVAL, DUDLEY, DY3 1XL	Freehold Vacant Residential	52	70 BLACKWELL STREET, KIDDERMINSTER, DY10 2EL	Freehold Vacant Commercial
4	56 HADDON ROAD, GREAT BARR, B42 2AN	Freehold Vacant Residential	53	48 PARK LANE EAST, TIPTON, DY4 8RD	Freehold Vacant Commercial
5	233 STONEY LANE, BALSALL HEATH, B12 8AS	Freehold Vacant Residential	54	25 WARSTONE DRIVE, WEST BROMWICH, B71 4BH	Freehold Vacant Residential
6	52 NEACHELLS LANE, WOLVERHAMPTON, WV11 3PR	Freehold Vacant Residential	55	7 BARNETT LANE, KINGSWINFORD, DY6 9PJ	Freehold Investment
7	96 KINGSBURY ROAD, ERDINGTON, B24 8QJ	Leasehold Vacant Residential	56	22 BEDCOTE PLACE, STOURBRIDGE, DY8 1LD	Freehold Vacant Residential
8	29 ELIZABETH AVENUE, BILSTON, WV14 8EB	Freehold Vacant Residential	57	17 SYCAMORE ROAD, KINGSWINFORD, DY6 8EP	Freehold Vacant Residential
9	23 SUNNYBANK ROAD, DUDLEY, DY3 1XR	Freehold Vacant Residential	58	19 SYCAMORE ROAD, KINGSWINFORD, DY6 8EP	Freehold Vacant Residential
10	63 KEMPSEY CLOSE, REDDITCH, B98 7TL	Freehold Vacant Residential	59	31 SYCAMORE ROAD, KINGSWINFORD, DY6 8EP	Freehold Vacant Residential
11	9 HART ROAD, WOLVERHAMPTON, WV11 3QJ	Freehold Vacant Residential	60	48 GEORGE ROAD, YARDLEY, B25 8HX	Freehold Vacant Residential
12	LAND AT HEATH ROAD, DARLASTON	Freehold Land with Potential	61	145 THIMBLEMILL ROAD, BEARWOOD, B67 6LR	Freehold Vacant Residential
13	HUDDOCKS MOOR FARM, PELSALL, WALSALL	Freehold Land			
14	15 NORTH DRIVE, SUTTON COLDFIELD, B75 7TQ	Freehold Vacant Residential			
15	83A GOLDTHORN HILL, WOLVERHAMPTON, WV2 3HY	Freehold Vacant Residential			
16	BARAKAH'S PLAY NURSERY, CRADLEY HEATH, B64 6DU	Freehold Vacant Commercial			
17	64 UNION STREET, TIPTON, DY4 8QJ	Freehold Vacant Commercial			
18	8 ALDERLEY ROAD, BROMSGROVE, B61 7LX	Freehold Vacant Residential			
19	11 BRETTELL STREET, DUDLEY, DY2 8XH	Freehold Vacant Residential			
20	2 PARKHEAD ROAD, DUDLEY, DY2 8XN	Freehold Vacant Residential			
21	15 PATRICIA DRIVE, TIPTON, DY4 7XF	Freehold Vacant Residential			
22	1 BROAD STREET, WOLVERHAMPTON, WV1 1JA	Freehold Investment			
23	4 RESERVOIR CLOSE, WALSALL, WS2 9TH	Freehold Vacant Residential			
24	LAND ADJ 33 YENTON GROVE, ERDINGTON, B24 0HZ	Freehold Building Plot			
25	15 SOUTH ROAD, SMETHWICK, B67 7BN	Freehold Vacant Commercial			
26	16-18 SOUTH ROAD, SMETHWICK, B67 7BN	Freehold Vacant Commercial			
27	8 & 10 BUSH ROAD, DUDLEY, DY2 0BS	Freehold Pt Investment			
28	37 PICTON GROVE, BILLESLEY, BIRMINGHAM, B13 0LP	Freehold Vacant Residential			
29	27 NORWICH ROAD, WALSALL, WS2 9UR	Freehold Vacant Residential			
30	24-27 PROSPECT ROW, DUDLEY, DY2 8SG	Freehold Vacant Commercial			
31	THE OLD FARMHOUSE, STAFFORD, ST18 9BP	Freehold Vacant Residential			
32	10-12 WOLVERHAMPTON ROAD, OLDBURY, B68 0LH	Freehold Vacant Commercial			
33	66 BANKWELL STREET, BRIERLEY HILL, DY5 1PW	Freehold Vacant Residential			
34	FGR 40 TOMLINSON ROAD, CASTLE BROMWICH, B36 9HN	Freehold Ground Rent			
35	FGR 2 NEVILLE ROAD, CASTLE BROMWICH, B36 9HP	Freehold Ground Rent			
36	FGRS 4 & 10 FESTIVAL MEWS, HEDNESFORD, WS12 4UT	Freehold Ground Rents			
37	FGR 14 WHITMINSTER CLOSE, WILLENHALL, WV12 4ER	Freehold Ground Rent			
38	FGR 71 TORC AVENUE, TAMWORTH, B77 3ER	Freehold Ground Rent			
39	FGR 10 RAYMOND CLOSE, WALSALL, WS2 7AG	Freehold Ground Rent			
40	FGR 16 RAYMOND CLOSE, WALSALL, WS2 7AG	Freehold Ground Rent			
41	BLDG PLOT 17 JOHNSON STREET, BIRMINGHAM, B7 5PX	Freehold Building Plot			
42	29-30 TEMPLE BAR, WILLENHALL, WV13 1SQ	Freehold Pt. Investment			
43	1 THISTLEGREEN ROAD, DUDLEY, DY2 9JT	Freehold Investment			
44	35 OLD END LANE, BILSTON, WV14 9EL	Freehold Vacant Residential			
45	1 OLD MEETING ROAD, BILSTON, WV14 8HB	Freehold Vacant Residential			
46	1 SHAW PARK BUSINESS VILLAGE, W'TON, WV10 9LE	Leasehold Vacant Offices			
47	420 CHESTER ROAD, SUTTON COLDFIELD, B73 5BS	Freehold Building Plot			
48	200A GREEN LANE, SMALL HEATH, B9 5DQ	Leasehold Investment			
49	LAND AT 3 KINGSWOOD TERRACE, B25 8NR	Freehold Land			

### Auctioneers

Andrew J. Barden MRICS, FNAVA, John Day FRICS, FNAVA, Kenneth F. Davis FRICS, Stuart R. Tullah FNAVA

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

**Auction Manager:** Sue Worrall

**Auction Team:** Richard Longden B.Sc. (Hons.) MRICS, Nada Turton B.A, Julie Murphy, Sharron Sheldon, Mark Cullen, Rachael Sheldon, Jason Coombes B.A, Andrew Smith, Nick Burton, Richard Gaines, Kevin Hogan, Trish Doyle.

## IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

All Bidders must arrive at the Auction with the required Identification Documents and appropriate means of Deposit Payment. If you fail to comply with these requirements, you will be unable to bid.

### ID REQUIREMENTS

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

### DEPOSIT/PAYMENT METHODS

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

A surcharge of 2.00% is payable for all credit cards and any card associated with a business account

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

### AUCTIONEER'S ADMINISTRATION FEE

Immediately following your successful auction bid you are required to pay the auctioneer's administration charge as detailed in the auction catalogue

## **IMPORTANT NOTICE RELATING TO FEES / COSTS / CHARGES PAYABLE BY THE BUYER IN ADDITION TO THE PURCHASE PRICE**

### **AUCTION ADMINISTRATION FEE**

All buyers will be required to pay an Auction Administration Fee of £850 (Inclusive of VAT) payable on each Lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, in which case the fee will be £250 (Inclusive of VAT).

### **ADDITIONAL FEES / COSTS / CHARGES**

Additional Fees / Costs / Charges **MAY** be payable by the buyer in addition to the purchase price. These **MAY** include sellers search costs/disbursements, reimbursement of sellers solicitors & auctioneers costs, outstanding service charge, ground rent payments, rent arrears / apportionment of rent, Value Added Tax (VAT), Stamp Duty, etc. and all prospective purchasers are advised to inspect the Legal Documents including the Sale Contract / Special Conditions and seek their own independent legal advice as to the full cost of purchasing a specific property.

**It is assumed all bidders have inspected the Legal Packs available on our website and in the Auction Room prior to bidding and are fully aware of all terms and conditions including any Fees / Costs / Charges for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with, once they have successfully purchased the property.**



## LOT 1

### Freehold Vacant Semi Detached House with Three Bedrooms

\*Guide Price: £50,000 - £57,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

39 North Oval, Dudley, West Midlands DY3 1XJ

#### Property Description:

A semi detached property of two storey brick construction surmounted by a hipped slate clad roof set back from the road behind a lawned foregarden, occupying a generous plot benefitting from UPVC windows and three bedrooms but requiring repair and refurbishment throughout. The property is conveniently within approximately one mile from Sedgley Shopping Centre and two miles from Dudley Town Centre.

Bathroom with bath and wash basin, Toilet with wc and Brick Store

#### First Floor

Stairs and Landing, Three Bedrooms

#### Outside

**Front** Lawned foregarden with side access

**Rear** Large lawned garden

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

**Viewings:** Via Cottons - 0121 2472233

#### Accommodation:

##### Ground Floor

Reception Hall, Lounge, Kitchen,



## LOT 2

### Freehold Vacant End Terraced House with Three Bedrooms

\*Guide Price: £50,000 - £57,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

41 North Oval, Dudley, West Midlands DY3 1XJ

#### Property Description:

An end terraced house of two storey brick construction surmounted by a hipped slate clad roof occupying a generous plot and benefitting from UPVC double glazed windows, three bedrooms and off-road parking but requiring repair and refurbishment throughout. The property is conveniently within approximately one mile from Sedgley Shopping Centre and two miles from Dudley Town Centre.

bath and wash basin, Rear Entrance Hall, Toilet with wc and Brick Store.

#### First Floor

Stairs and Landing, Three Bedrooms.

#### Outside:

**Front:** Foregarden, partly paved providing off-road parking.

**Rear:** Large lawned garden.

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

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

#### Accommodation:

##### Ground Floor

Hall, Lounge, Kitchen, Bathroom with



## LOT 3

### Freehold Vacant Mid Terraced House with Three Bedrooms

\*Guide Price: £30,000 - £37,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

33 South Oval, Dudley, West Midlands DY3 1XL

#### Property Description:

A mid-terraced house of brick construction with slate clad roof, having three bedrooms, UPVC windows and off-road car parking. The property has been stripped of all plaster and fittings and requires extensive repair and complete renovation.

The property is within approximately one mile to the south of Sedgley Shopping Centre and two miles to the north west of Dudley Town Centre.

#### First Floor

Stairs and Landing, Three Bedrooms, Bathroom.

#### Outside:

**Front:** Foregarden with driveway providing off-road parking.

**Rear:** Overgrown rear garden.

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

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

#### Accommodation:

##### Ground Floor

Hall, Lounge, Dining Room, Kitchen.



## LOT 4

### Freehold Vacant Mid Terraced House

\*Guide Price: £69,000 - £79,000 (+Fees)

#### 56 Haddon Road, Great Barr, Birmingham, West Midlands B42 2AN

##### Property Description:

A mid-terrace house of two-storey brick construction, surmounted by a pitched tile clad roof, set back from the road behind a large paved forecourt providing off road car parking. The property provides well laid out accommodation benefitting from part double glazed windows but requires modernisation and cosmetic improvement throughout. The property forms part of the established and popular Beeches residential estate and Haddon Road leads off Thornbridge Avenue which leads off Beeches Road and which in turn leads off Walsall Road (A34) providing direct access to Birmingham City Centre, the M6 Motorway (junction 7) and the Scott Arms Shopping Centre located in Great Barr.

##### Accommodation:

###### Ground Floor

Entrance Hall, Lounge, Dining Room, Kitchen with range of fitted cupboards, Lean-to Veranda/Utility, Cloakroom with wc.

###### First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bathroom with bath, wash basin, wc.

##### Outside:

**Front:** Paved forecourt/driveway providing off-road parking, shared pedestrian entry access to the rear.

**Rear:** Predominantly paved rear garden.

##### Legal Documents:

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

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



## LOT 5

### Freehold Vacant Possession

\*Guide Price: £85,000 - £89,000 (+Fees)

#### 233 Stoney Lane, Balsall Heath, Birmingham, West Midlands B12 8AS

##### Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is set in an established residential area and located on Stoney Lane close to the junction with both Taunton Road and Durham Road

##### Outside:

**Front** Walled foregarden

**Rear** Garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233

##### Accommodation:

###### Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen

###### First Floor

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





**LOT 6**
**Freehold Vacant Three Bedroom Terraced House**

\*Guide Price: £55,000 - £60,000 (+Fees)

**52 Neachells Lane, Wolverhampton, West Midlands WV11 3PR**
**Property Description:**

A traditional mid-terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, benefitting from gas-fired central heating, UPVC double-glazed windows and three bedrooms.

Neachells Lane is located directly off Lichfield Road and the property is situated virtually opposite the junction with Bolton Road. The property is within one mile from both New Cross Hospital and Bentley Bridge Leisure Park.

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

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

panel bath having shower over, pedestal wash basin and wc.

**First Floor**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single).

**Outside:**

**Front:** Walled foregarden

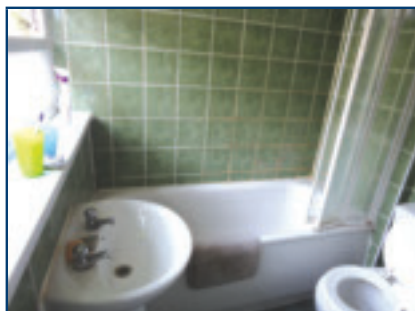
**Rear:** Yard, shared pedestrian right of way and separate garden.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233


**DEPOSITS AND ADMINISTRATION FEE**

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £850 (inclusive of 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 £250 (inclusive of VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

**Auction deposits may be paid by the following methods**
**Debit/Credit Card**

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 2.00% surcharge is payable.

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

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

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

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

**Cottons**  
CHARTERED SURVEYORS

## LOT 7

### Leasehold Vacant Possession (Two Bedroom Maisonette)

\*Guide Price: £56,000 - £62,000 (+Fees)

**96 Kingsbury Road, Erdington, Birmingham, West Midlands B24 8QJ**

#### Property Description:

A first floor two bedroomed maisonette set back from the road behind a lawned foregarden and surmounted by a tiled roof. The property benefits from having UPVC double glazing, electric heating and private rear garden. The property further benefits from a garage located in a separate block. The property is located on Kingsbury Road close to the junction with Wheelwright Road and the property is within approximately a quarter of a miles distance from Junction 6 of the M6 Motorway and half a miles distance from Erdington High Street

#### Accommodation:

##### Ground Floor:

Entrance Hallway, Stairs to

#### First Floor:

Landing, Lounge, 2 Bedrooms, Kitchen, Bathroom having panelled bath, wash basin and WC

#### Outside:

**Front** Lawned foregarden

**Rear** Private Lawned garden

#### Leasehold Information

**Term** 99 years from 24th June 1967

**Ground Rent** £25 per annum

**Service Charge** Refer to Legal Pack

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



## LEGAL PACKS

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

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

The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day.

By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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



**LOT 8**
**Freehold Vacant Semi-Detached House with Three Bedrooms**

\*Guide Price: £65,000 - £75,000 (+Fees)

**29 Elizabeth Avenue, Bilston, West Midlands WV14 8EB**
**Property Description:**

A well presented, semi-detached house surmounted by a pitched tile clad roof having been extremely well maintained and benefitting from well laid out accommodation with UPVC double glazed windows, modern gas-fired central heating system, three bedrooms, off-road car parking and an attractive landscaped rear garden.

The property forms part of an established residential area and Elizabeth Avenue leads via Edinburgh Road off Bradley Lane and is conveniently located within 1½ miles from Bilston Town Centre and 3 miles from the M6 Motorway (Junction 10).

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

Entrance Hall, Through Lounge/Dining Room with patio doors, Breakfast Kitchen opening to additional Kitchen/Utility Room, Veranda.

**First Floor**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Bathroom with panel bath and electric shower over, pedestal wash basin and wc.

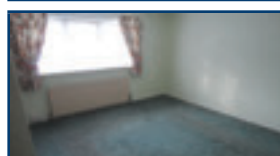
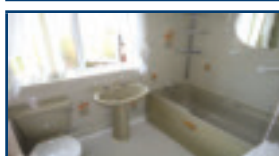
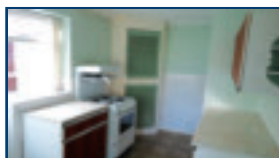
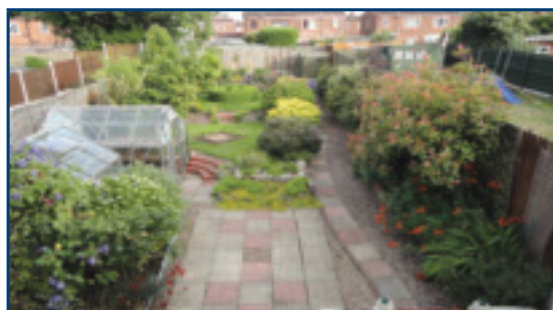
**Outside:**

**Front:** Gravelled foregarden with mature shrubs and a block paved driveway, providing off-road car parking.

**Rear:** Paved patio and a large landscaped garden, partly paved/lawned with mature shrubs/bushes, greenhouse and a shed.

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

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


**LOT 9**
**Freehold Vacant Four Bedroom House**

\*Guide Price: £40,000 - £47,000 (+Fees)

**By Instruction of Dudley Metropolitan Borough Council**
**23 Sunnybank Road, Dudley, West Midlands DY3 1XR**
**Property Description:**

A substantial end terraced house, of two-storey rendered brick construction, surmounted by a pitched tile clad roof, providing well-laid out accommodation which benefits from four bedrooms and large rear garden. The property has been stripped of internal finishes and fittings and requires complete repair and renovation throughout.

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

Reception Hall, Dining Room, Through Lounge, Kitchen, Utility Room.

**First Floor**

Stairs and Landing, Four Bedrooms, Bathroom with bath and wash basin, Separate Toilet.

**Outside:**

**Front:** Lawned foregarden.

**Rear:** Paved yard, brick stores, wc and large garden.

**Legal Documents:**

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

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



## LOT 10

### Freehold Vacant Modern Terraced House with Three Bedrooms

\*Guide Price: £80,000 - £87,000 (+Fees)

#### 63 Kempsey Close, Redditch, Worcestershire B98 7TL

##### Property Description:

A modern mid terraced house of two storey brick construction surmounted by a pitched tile clad roof benefiting from UPVC double glazed windows and external doors, gas fired central heating and three bedrooms but requiring modernisation and cosmetic improvement.

Kempsey Close forms part of an established residential estate and comprises of a cul-de-sac which leads off Woodrow South which in turn leads off Woodrow Drive and the property is conveniently within approximately two miles to the south east of Redditch Town Centre.

##### Accommodation:

###### Ground Floor

Porch, Reception Hall with walk-in cupboard, Cloak Room with wc and wash basin, Dining Kitchen opening to Full Width Lounge

###### First Floor

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

##### Outside:

Front: Small foregarden

Rear: Yard and garden with brick store

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

**Viewings:** Via Cottons - 0121 2472233



## LOT 11

### Freehold Vacant Three Bedroom Mid-Terraced House

\*Guide Price: £49,000 - £59,000 (+Fees)

#### 9 Hart Road, Wolverhampton, West Midlands WV11 3QJ

##### Property Description:

A traditional mid-terraced house of two-storey brick construction, having rendered elevations and surmounted by a pitched interlocking tile clad roof. The property directly fronts the pavement and benefits from three bedrooms. Hart Road leads directly off Neachells Lane which, in turn leads off Lichfield Road and the property is within one mile from both New Cross Hospital and Bentley Bridge Leisure Park.

##### Accommodation:

###### Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Bathroom with bath, pedestal wash basin, wc.

##### First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double) intercommunicating with Bedroom Three (Single).

##### Outside:

**Rear:** Paved yard, pedestrian right of way and a lawned garden.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233





**LOT 12**
**Prominently Located Freehold Vacant Land Parcel (0.24 acres)**

\*Guide Price: £40,000 - PLUS (+Fees)

**Land at, Heath Road, Darlaston, Wednesbury, West Midlands WS10 8XL**
**Property Description:**

A Parcel of Freehold land, irregular in shape and extending to an area of approximately 0.24 acres (971 sq m). The land is currently overgrown and is prominently located fronting Heath Road and Walsall Road (A4048), at a busy double traffic roundabout junction and opposite a petrol filling station. The land is situated in a mixed industrial and residential area, abutting playing fields to the rear in a convenient location, approximately 2 miles to the west of Walsall Town Centre and approximately 1½ miles from the M6 Motorway (Junction 10).

**Planning**

The site may be suitable for a variety of uses and all interested parties should discuss any proposals which they may have for the site with Walsall Council Planning Department, prior to bidding. Records contained on Walsall Council website document an historic planning permission whereby consent was granted on 14th November 1997 (Ref: BCW640) for the erection of 5 No. 2 Bedroom Dwellings. It is assumed that this consent has now lapsed.

**Legal Documents:**

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

**Viewings:** External only.



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## LOT 13

**Freehold Agricultural Land (32.86 acres) (13.29 hectares)**  
 \*Guide Price: £225,000 - £250,000 (+ 20% VAT) (+Fees)

**Land (32.86 acres) Huddocks Moor Farm, Off Norton Road, Pelsall, Walsall, WS3 5AU**



### Property Description:

A plot of Agricultural grazing land, irregular in shape, which extends to 32.86 acres (13.29 hectares) and is located on the northern edge of Walsall, approximately 5 miles to the north of Walsall Town Centre. The land contains some woodland and is currently used for the purpose of Agricultural grazing and is accessed by way of a gravelled track, which leads off Norton Road (B4154), a short distance to the north of the Finger Post Public House continuing to a grassed track leading to the site. Directional photos from the junction with Norton Road are included in the details.

### Grazing Licence

The land is subject to a Grazing Licence for a term

of 11 months from 1st October 2016 at a licence fee of £100 and the licence may be terminated by serving one months notice in writing.

### Planning

The land is currently used for the purposes of Agricultural and any interested parties wishing to discuss the current planning status or any proposals for the land should contact the Local Planning Department at Walsall Borough Council.

### Legal Documents:

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

### Viewings:

External Only.

**Note:** The postcode relates to the Finger Post Public House and is for directional purposes only.



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**LOT 14****Freehold Vacant Semi Detached Bungalow with Two Bedrooms**

\*Guide Price: £170,000 - £180,000 (+Fees)

**15 North Drive, Sutton Coldfield, West Midlands, B75 7TQ****Property Description:**

A modern semi detached bungalow of brick construction surmounted by a hipped interlocking tile clad roof benefiting from mostly double glazed windows, two bedrooms and a garage but requiring modernisation and improvement throughout. The property forms part of a popular and well regarded residential area and North Drive comprises a cul-de-sac which leads off Jerrard Drive and which in turn leads off Rectory Road. The property is conveniently situated within half a mile from both Good Hope Hospital and Sutton Coldfield Town Centre.

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

Porch, Reception Hall with loft access, Two Bedrooms, Wet Room with shower, wash basin and wc, Lounge/Dining Room with patio doors, Kitchen, Utility Room/Rear Entrance Hall

**Outside:**

**Front:** Gravelled foregarden and shared driveway to a brick built garage with rear workshop.

**Rear:** Pedestrian side access to a predominantly lawned garden

**Viewings:**

Via Cottons – 0121 247 2233

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



## LOT 15

## Freehold Vacant Detached Bungalow (0.34 Acres) - Potential Building Plot

\*Guide Price: £180,000 - £200,000 (+Fees)

83A Goldthorn Hill, Wolverhampton, West Midlands, WV2 3HY



### Property Description:

A three bedroom detached dorma bungalow of brick construction surmounted by a tiled roof and set back from the road behind a lawned foregarden and tarmac covered driveway giving access to garage. The property benefits from having part double glazing, gas fired central heating and is situated in a substantial plot extending to an area of approximately 0.34 Acres. The property is located on Goldthorn Hill (A4039) adjacent to the junction with Park Street South. The property is within approximately 1 miles distance of Wolverhampton City Centre.

### Planning:

The property has previously benefited from having Planning Consent (Ref: 13/01054/FUL) granted by Wolverhampton City Council on the 27th of November 2013 for the erection of a detached bungalow on the land to the rear of 83A Goldthorn Hill. This planning application has now lapsed and all interested parties must satisfy themselves in full with any proposals they may have with Wolverhampton City Council

### Accommodation

#### Ground Floor

Entrance Hallway, Lounge/Dining Room, 2 Bedrooms, Kitchen, Bathroom with panelled bath, shower cubicle, wash basin and WC, Cloak Room with WC, Stairs to

#### First Floor

Having Bedroom 3 with Ensuite Bathroom with panelled bath, wash basin and WC, Store Cupboard.

#### Outside:

**Front:** Lawned foregarden and tarmac covered driveway giving access to garage and secure off road parking

**Rear:** Substantial lawned garden



Viewings: via Cottons - 0121 247 2255



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**LOT 16**
**Freehold Vacant Children's Nursery/ Former Church Premises**

\*Guide Price: £70,000 - £77,000 (+Fees)

**Barakahs Play Nursery, Bearmore Road, Cradley Heath, West Midlands B64 6DU**
**Property Description:**

A detached single storey Children's Day Nursery comprising of a concrete portal framed building with brick outer walls and surmounted by a pitched roof, set back from the road behind a tarmacadamed forecourt. The property which was previously a church premises was converted into a nursery in 2014 having undergone a range of refurbishment works and is offered for sale in a presentable condition with well proportioned accommodation. The property is situated immediately adjacent to Bearmore playing fields and forms part of a predominantly residential area located approximately one quarter of a mile distance from Reddal Hill Road (A4100) and within approximately half a mile distance from both Cradley Heath and Old Hill Town Centres which serve the surrounding densely populated residential area.

**Planning**

The property benefits from having Planning Permission (DC/16/59922) granted in full by Sandwell Metropolitan Borough Council on the 14th of November 2016 for a single storey rear extension, front lobby extension and additional 4 car parking spaces. A copy of the Decision Document and proposed drawings are available at the Auctioneers Office and Sandwell Metropolitan Borough Council website

**Accommodation**
**Ground Floor**

Reception Hall, Office, Toilet with wc and wash basin, Kitchen with a range of fitted units and servery, Nursery/Function Room, Children's Toilets with three wc cubicles and three wash basins, Store Room

**Outside:**

Front: Tarmacadamed forecourt

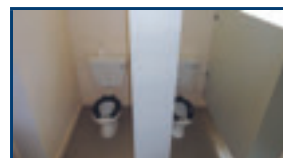
Rear: Garden area with side pedestrian access

**Gross Internal Area**

131.21sq.mtrs (1,412sq.ft)

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

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


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## LOT 17

**Freehold Vacant Social Club with Car Parking (Site Area: 0.36 acres)**  
 \*Guide Price: £135,000 - £145,000 (+Fees)

**Tipton Conservative & Unionist Club, 64 Union Street, Tipton, West Midlands, DY4 8QJ**



### Property Description:

A detached, two-storey Social Club of brick construction, surmounted by a pitched tile clad roof, with a single-storey pitched extension to the rear, situated directly fronting Union Street and benefitting from a rear car park for approximately 30 vehicles.

The property occupies a rectangular-shaped plot, extending to an area of approximately 0.36 acres and forms part of the central area of Tipton, close to the local shopping centre and within approximately two miles to the north of Dudley Town Centre.

### Accommodation:

#### Ground Floor

Entrance Hall, Gents Toilets, Lounge Room with Bar and adjoining Pool Room, Darts Room and Bar Room.

#### Lower Ground Floor/Basement:

Concert Room, Male and Female Toilets, Catering Kitchen and Stores, Utility Area, Store and Garage.

#### First Floor

Snooker Room, Female Toilets, Office and Private

Manager's Flat, comprising Three Bedrooms, Lounge, Kitchen and Bathroom.

### Outside

Vehicular driveway off Union Street to rear car park for approximately 30 vehicles.

### Legal Documents:

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

### Viewings:

Via Cottons - 0121 247 2233



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



**LOT 18**
**Freehold Vacant End Terraced House with Three Bedrooms**

\*Guide Price: £115,000 - £125,000 (+Fees)

**8 Alderley Road, Bromsgrove, Worcestershire B61 7LX**
**Property Description:**

An end terraced house of two storey brick construction surmounted by a pitched tile clad roof benefitting from gas fired central heating, part UPVC double glazed windows, off road car parking and providing well laid out accommodation which includes 3 bedrooms along with a side annex providing an additional sitting room with potential for a fourth bedroom. The property is located in an established and popular residential area within one mile to the South West of Bromsgrove Town Centre and Alderley Road leads directly off Breakback Road which leads via Fox Lane off Rock Hill.

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

Reception Hall, Lounge, Breakfast Kitchen with a range of wooden fitted units, Dining Room with French doors, Side Annex including utility room and sitting room/potential fourth bedroom

**First Floor**

Stairs and landing, Bedroom 1 (double), Bedroom 2 (double), Bedroom 3 (single), Bathroom with corner suite comprising panelled bath with shower attachment, vanity wash basin and WC

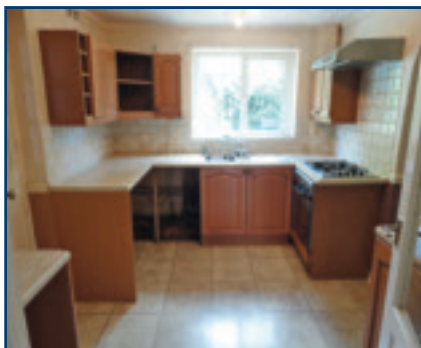
**Outside:**

**Front** Gravelled forecourt providing off road car parking

**Rear** Patio area and lawned garden with shed

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

**Viewings:** Via Cottons - 0121 2472233


**LOT 19**
**Freehold Vacant Three Bedroom Semi-Detached House**

\*Guide Price: £30,000 - £37,000 (+Fees)

**By Instruction of Dudley Metropolitan Borough Council**
**11 Brettell Street, Dudley, West Midlands DY2 8XH**
**Property Description:**

A semi-detached house with rendered brick construction, with slate clad roof, occupying a corner plot at the junction with Tanfield Road and having generous surrounding gardens. The property benefits from UPVC double-glazed windows and potential for off-road parking but requires extensive repair and renovation throughout.

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

Reception Hall, Cloakroom with wc and wash basin, Lounge, Dining Room,

Full-width Breakfast Kitchen.

**First Floor**

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

**Outside:**

Predominantly lawned gardens to front, side and rear with drop kerb access for rear parking space.

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

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



## LOT 20

### Freehold Vacant Semi-Detached House with Three Bedrooms

\*Guide Price: £40,000 - £47,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

2 Parkhead Road, Dudley, West Mids, DY2 8XN

#### Property Description:

A two-storey semi-detached house of brick construction with a pitched slate clad roof, requiring complete repair and refurbishment throughout.

The property occupies a corner plot and is situated at the junction with Parkhead Crescent, overlooking Aston Road and forms part of an established residential area located within less than one mile from Dudley Town Centre.

#### First Floor

Stairs and Landing, Three Bedrooms, Bathroom.

#### Outside

**Front:** Lawned foregarden extending to side.

**Rear:** Lawned garden and vehicular access off Parkhead Crescent allowing off road car parking.

#### Accommodation:

##### Ground Floor

Reception Hall, Lounge, Kitchen, Dining Room, Rear Entrance Hall.



## LOT 21

### Freehold Vacant Modern Three Bedroom Townhouse

\*Guide Price: £120,000-£128,000 (+Fees)

15 Patricia Drive, Tipton, West Midlands DY4 7XF

#### Property Description:

A Modern end townhouse of two-storey cavity brick construction, surmounted by a pitched tile clad roof, offered in a presentable condition, providing well laid out accommodation and benefitting from UPVC double glazed windows and external doors, gas-fired central heating, three bedrooms and garage.

The property is situated at the junction with Lara Grove and forms part of a modern, residential development containing a range of similar properties and located off Tividale Street, which in turn leads off Dudley Court (A461).

#### Accommodation:

##### Ground Floor

Porch, Reception Hall, Breakfast Kitchen with range of wooden panelled units, Lounge, opening to Dining Room, with patio doors.

##### First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double) with Study/Dressing Room leading off, Bedroom Three (Single), Bathroom with panel bath having electric shower over, pedestal wash basin, wc.

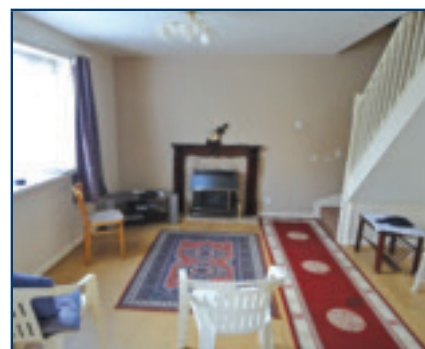
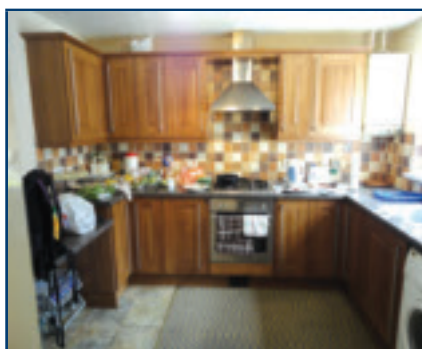
#### Outside:

**Front:** Concrete paved driveway providing off-road car parking leading to integral garage.

**Rear:** Paved patio/yard, lawned garden with pedestrian side gated access.

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

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





**LOT 22**
**Freehold City Centre Takeaway Investment**

\*Guide Price: £140,000 - £155,000 (+Fees)

**By Instruction of the Joint LPA Receivers**
**1 Broad Street, Wolverhampton, West Midlands WV1 1JA**
**Property Description:**

A City Centre commercial premises of three-storey traditional brick construction, surmounted by a pitched roof and comprising of a ground floor Hot Food Takeaway premises, with internal stair access to substantial accommodation above, arranged out over two floors and offering potential for storage or residential use.

The property is situated between the junctions of Stafford Street and Thornley Street and conveniently positioned for access to the main Retail Shopping Area, the University of Wolverhampton and Wolverhampton Railway Station. The immediate surrounding area contains a range of entertainment and restaurant/takeaway premises.

**Tenancy Information:**

The property is currently let on a Tenancy Agreement trading as Pizza Presto Plus, for a term of 6 years from 23rd May 2016 at a rent of £13,200 per annum.

**Accommodation**
**Ground Floor**

Retail Shop/Takeaway: 22.23 sq m (239 sq ft), Lobby with access to Cellar, Rear Preparation Room: 16.31 sq m (175 sq ft), Storeroom: 8.3 sq m (89 sq ft), Inner Yard, External Washroom with wash basin and two separate wc's.

**First Floor**

Internal Stairs and Landing, Room 1: 18.68 sq m (201 sq ft), Room 2: 5.12 sq m (55 sq ft), Room 3: 16.9 sq m (181 sq ft).

**Second Floor**

Stairs and Landing, Room 4: 19.9 sq m (214 sq ft), Room 5: 12.18 (131 sq ft), Bathroom with bath, wash basin, wc.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



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## LOT 23

### Freehold Vacant Semi Detached House

\*Guide Price: £60,000 - £68,000 (+Fees)

#### 4 Reservoir Close, Walsall, West Midlands WS2 9TH

##### Property Description:

A two storey semi detached house of brick construction surmounted by a pitched concrete tile clad roof, set back from the road behind a block paved forecourt and benefiting from UPVC double glazed windows and external doors, two double bedrooms and off road car parking. The property forms part of an established residential area and Reservoir Close comprises of a cul-de-sac which leads off Reservoir Street and via Ida Road off Pleck Road (A4148). The property is conveniently within approximately half a mile from Walsall Manor Hospital and one mile from both Walsall Town Centre and the M6 Motorway (junction 10).

##### Accommodation:

##### Ground Floor

Reception Hall, Kitchen with a range of fitted units, Lounge/Dining Room

##### First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bathroom with panel bath and shower attachment, pedestal wash basin and wc

##### Outside:

**Front:** Paved foregarden providing off road car parking

**Rear:** Pedestrian side gated passage way, integral brick store and utility room, yard/patio area with lawned garden

##### Viewings:

Via Cottons – 0121 247 2233

##### Legal Documents:

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



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**LOT 24**
**Freehold Building Plot (Planning For 2 Bedroom Detached House)**

\*Guide Price: £50,000 - £55,000 (+Fees)

**Land adjacent, 33 Yenton Grove, Erdington, Birmingham, West Midlands B24 0HZ**
**Property Description:**

A parcel of freehold land roughly rectangular in shape extending to an area of approximately 160 sq.mtrs (1722 sq.ft) and situated directly fronting Yenton Grove. The plot is offered with the benefit of Full Planning Consent for a 2 bedroom detached house with car parking. The building plot is situated adjacent to a new and ongoing housing development. Yenton Grove is located off Pitts Farm Road which in turn is found off Chester Road (A452). The plot is within approximately three quarters of a mile distance from the main shopping area in Wylde Green

**Planning**

Formal Planning Consent was granted by Birmingham City Council (Ref: 205/10290/PA) and dated 23rd June 2016 for the erection of 1 detached house.

**Proposed Accommodation**
**Ground Floor**

Lounge, Kitchen and WC, Stairs to

**First Floor**

2 Bedrooms and Family Bathroom with panelled bath, wash basin and WC

**Outside**

**Front** Garden with car parking

**Rear** Garden

**Please Note:**

A copy of the Planning Consent and Architects drawings are available from either the Auctioneers or Birmingham City Council Website

**Legal Documents**

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

**Viewings**

Via Cottons - 0121 247 2233



Adjacent Housing Development



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

**LOT 25**
**Freehold Vacant Commercial Premises**

\*Guide Price: £50,000 - £60,000 (+Fees)

**15 South Road, Smethwick, West Midlands B67 7BN**
**Property Description:**

A two-storey end terraced property of brick construction, requiring complete repair and modernisation throughout.

The property was converted from a dwelling house into a solicitor's offices in 1990 and has been more recently used for offices in connection with the adjacent property (16 - 18 South Road). The purchaser will be responsible for reinstating the openings to the party wall between the subject property and 16 South Road, along with re-instating any services. The property may be suitable for a variety of uses, including conversion back to a single dwelling house. All interested parties should consult with the Local Planning Department at Sandwell Council, prior to bidding.

South Road contains a range of residential and commercial/office premises and the property is conveniently within less than a third of a mile from both Smethwick High Street and Rolfe Street Railway Station.

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

Reception Hall, Room 1: 18.29 sq m (196 sq ft), Room 2: 19.73 sq m (212 sq ft), Lobby with stairs leading off.

**First Floor**

Landing, Room 1: 12.84 sq m (138 sq ft), Room 2: 8.34 sq m (89 sq ft), Room 3: 14.01 sq m (150 sq ft), Bathroom with bath, wash basin, wc.

**Outside:**

**Front:** Walled foregarden.

**Rear:** Garden.

**Legal Documents:**

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

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



## LOT 26

### Freehold Vacant Office Premises with Potential

\*Guide Price: £370,000 - £400,000 (+Fees)

16-18 South Road, Smethwick, West Midlands, B67 7BN



#### Property Description:

A substantial two-storey commercial premises of brick construction surmounted by a pitched tile clad roof previously been used as a Travel Agents and Airline offices and comprising a range of offices with ancillary staff living accommodation benefiting from vehicular access to a large rear car parking area but requiring modernisation improvement throughout. The property is currently linked to 15 South Road (being sold as a separate Lot) and the purchaser will be responsible for re-instating the openings to the party wall between the subject property and 15 South Road, along with re-instating any services.

South Road contains a range of residential and commercial/office premises and the property is conveniently less than 1/4 of a mile from both Smethwick High Street and Rolfe Street Railway Station.

#### Planning

The property may be suitable for a variety of alternative uses, including residential. Records contained on Sandwell Council Website document an historic planning consent, dated 21st September 2006 (Ref. DC/06/46497) for redevelopment in conjunction with No. 15 South Road for the erection of 18 apartments and alterations to existing highway access. It is assumed that this planning consent has now lapsed. All interested parties should consult with the Local Planning Department at Sandwell Council prior to bidding regarding the current planning status, along with any proposals for the property.

#### Accommodation

##### Ground Floor

Main Reception Hall, Six Separate Offices, Hallway with Cellar access, Staffroom/Kitchen, Inner Corridor and two Shower rooms, each with glazed shower, pedestal wash basin and wc.

##### First Floor

Stairs and Landing, Ten separate staff bedrooms, Bathroom with bath, wash basin, wc and two Shower Rooms, each with wc.

##### Gross Internal Area

**Ground Floor; 318.06 sq m (3,423 sq ft)**

**First Floor: 318.06 sq m (3,423 sq ft)**

**Total: 636.12 sq m (6,846 sq ft)**

##### Outside:

Foregarden and driveway access from South Road to a large rear car parking area.

**Total Site Area: 0.27 acres (1,092 sq.mtrs)**

#### Legal Documents:

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

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





**LOT 27**
**Freehold Retail/Flat Investment Opportunity**

\*Guide Price: £60,000 - £67,000 (+Fees)

**By Instruction of Dudley Metropolitan Borough Council**
**8 & 10 Bush Road, Dudley, West Midlands DY2 0BH**
**Property Description:**

A three-storey, semi-detached property of brick construction, surmounted by a tiled mansard roof and comprising of two separate properties including a Hairdressing Salon (8 Bush Road) and a duplex maisonette (10 Bush Road) located on the first and second floors. Each property benefits from independent access and separate services.

The property is situated in a parade of neighbourhood retail units, located directly off Lawnswood Road, which leads via Saltwells Road, off Cradley Road (B4173). Both Netherton and Old Hill Town Centres, along with Merry Hill Shopping Centre are within approximately one mile distance.

**Tenancy Information**

**Hairdressing Salon (8 Bush Road):** Let on a Lease from 1st January 2014 for a term of five years on full repairing and insuring terms at a rent of £3,000 per annum.

**Maisonette (10 Bush Road):** Currently Vacant

**Accommodation:**
**8 Bush Road:**
**Ground Floor**

Hairdressing Salon: 18.66 sq m (200 sq ft), Rear Salon: 15.97 sq m (171 sq ft), Kitchen: 3.29 sq m (35 sq ft), Rear Entrance Hall/Utility Area, Cloakroom with wc.

**10 Bush Road:**

External Stairs to

**First Floor**

Reception Hall, Breakfast Kitchen, Lounge.

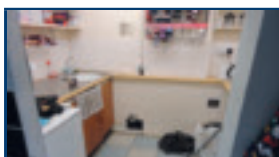
**Second Floor**

Stairs and Landing, Two Bedrooms, Bathroom.

**Outside:**

**Front:** Paved forecourt, shared pedestrian and vehicular gated side access with integral store.

**Rear:** Lawned garden.


**Legal Documents:**

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

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


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## LOT 28

### Freehold Vacant Possession

\*Guide Price: £98,000 - £104,000 (+Fees)

### 37 Picton Grove, Billesley, Birmingham, West Midlands B13 0LP

#### Property Description:

A three bedroom end terraced property surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Picton Grove is set in an established residential area and located off Bromwall Road which in turn can be found off Yardley Wood Road.

#### Accommodation:

##### Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Kitchen, Bathroom having panelled bath, wash basin and WC, Stairs to

#### First Floor

Three Bedrooms

#### Outside:

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

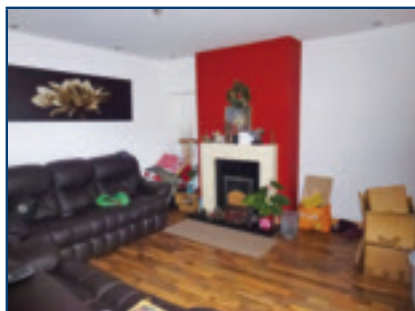
**Rear** Lawned garden

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 29

### Freehold Vacant Possession

\*Guide Price: £65,000 - £70,000 (+Fees)

### 27 Norwich Road, Walsall, West Midlands WS2 9UR

#### Property Description:

A three bedroom semi-detached property of 'Smiths' system built construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway allowing for off road parking. The property benefits from UPVC double glazing, gas fired central heating and the potential for further off road parking to the rear accessed via a service road. Norwich Road is located off Primley Avenue which in turn can be found off Wolverhampton Road (A454). The property is within approximately three quarters of a mile distance from Junction 10 of the M6 Motorway.

#### Legal Documents:

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

#### Accommodation

##### Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, lean to

##### First Floor

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

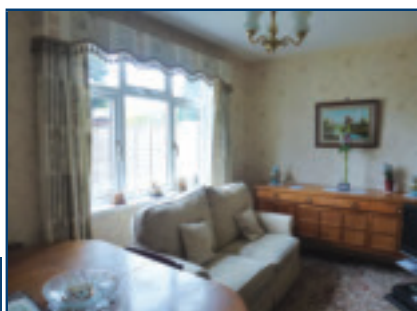
#### Outside:

**Front** Lawned foregarden and paved driveway allowing for off road parking

**Rear** Patio with lawned garden, brick built store x 2 and garage located to the rear with the potential for off road parking via a service road

#### Viewings

Via Cottons - 0121 247 2233





**LOT 30**
**Two Vacant Freehold Commercial Premises with Secure Yard/Parking**

\*Guide Price: £200,000 - £225,000 (+ 20% VAT) (+Fees)

**24 - 27 Prospect Row, Dudley, West Midlands, DY2 8SG**

**Property Description:**

The property comprises of a pair of commercial warehouse/workshop premises with ancillary office accommodation, previously used for the purposes of electrical wholesale which included trade counter, set within a secure yard area providing car parking and loading facilities. The properties are predominantly of portal framed construction with brick/block infills and the main building also has brick/block additions for the purposes of office accommodation and storage. The main building benefits from gas fired central heating to the office areas and gas fired warm air heating to the warehousing, whilst the rear unit benefits from independent heaters.

Prospect Row contains a mix of commercial and modern residential properties and leads directly off Blackacre Road which, in turn leads off the Dudley Southern Bypass (A461) and lies within approximately 1 1/2 miles to the south of Dudley Town Centre. The M5 Motorway (Junction 2) is within three miles, accessed by Birmingham New Road (A4123).

**Accommodation:**
**Main Building**

**Ground Floor:** 102.6 sq m (1,105 sq ft), Reception Area, Five Offices.

**First Floor:** 102.6 sq m (1,105 sq ft), Stairs and

Landing, Four Offices, Kitchen/Staff Room, Ladies and Gents Toilets.

**Warehouse Premises:** 169.3 sq m (1,822 sq ft), with Trade Counter, including Works Kitchen/Staff Room, two wc's and separate

**Loading Bay/Warehouse:** 52.5 sq m (565 sq ft) with First Floor Storage: 52.5 sq m (565 sq ft)

**Gross Internal Area: 479.5 sq m (5,162 sq ft)**

**Rear Premises**

**Warehouse/Storage:** 143.4 sq m (1,543 sq ft) with internal offices, two toilets and loading access. Stairs to **Mezzanine Floor/Storage:** 139.3 sq m (1,500 sq ft)

**Gross Internal Area: 282.7 sq m (3,043 sq ft)**

**Outside:**

Tarmacadam forecourt, secure gated access to side and rear yard/car parking and loading area.

**Note:** The drive access is subject to rights of way in favour of two adjacent commercial premises.


**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



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



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## LOT 31

### The Old Farmhouse, Ashflats Lane, Stafford, Staffordshire ST18 9BP



#### Property Description:

A substantial detached property of brick construction surmounted by a tiled roof set back from the road behind lawned gardens with gated access allowing for off road parking and access to a triple garage. The property itself occupies a plot extending to approximately a third of an acre. The property requires modernisation and improvement throughout. The property benefits from having a separate annex providing additional accommodation. The property also has Planning Permission granted in full by Safford Borough Council for the demolition of the existing building and the erection of a replacement dwelling and associated landscaping. The property is located on Ashflats Lane which gives direct access and is within approximately one miles distance from the Village of Copenhall, the property itself is approximately two and a half miles from the centre of Stafford

#### Accommodation:

##### Existing Building

##### Ground Floor

Entrance Hallway, Lounge, Reception Room, Dining Room, Cellar, Kitchen/Diner, Utility and WC, Stairs

##### First Floor

Landing, 4 Bedrooms and 2 Bathrooms (both bathrooms having panelled bath, wash basin and WC)

##### Separate Annex

Entrance Hallway, Open Plan Lounge, Bedroom and Kitchen, Bathroom having panelled bath, wash basin and WC

##### Outside

lawned gardens with gated access allowing for off road parking and access to a triple garage.

#### Planning

The property benefits from having Planning Consent (Ref 16/24802/FUL) granted by Stafford Borough Council on the 26th October 2016 for the erection of a replacement dwelling and associated landscaping. A copy of the planning documents and architects drawings are available for inspection at the Auctioneers Office and on line at [www.staffordbc.gov.uk](http://www.staffordbc.gov.uk)

#### Proposed Accommodation

##### Basement

Having Cinema/Games Room, Wine Cellar, Storage, Plant Room and WC

##### Ground Floor

Entrance Hallway, Lounge, Kitchen/Dining Room/Fitting Room, Utility Room, Music Studio Room, Storage and WC, Stairs to

##### First Floor

Having Master Bedroom with en-suite bathroom, Bedroom 2 with en-suite bathroom, Bedroom 3 with en-suite bathroom, Bedroom 4, Store Cupboard and Family Bathroom

##### Outside

Gardens and Parking

##### Legal Documents –

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

##### Viewings

Via Cottons – 0121 247 2233

**Please Note:** All parties viewing the property do so entirely at their own risk. Neither the Seller or Auctioneers accept any liability for any injury or harm caused.





**Freehold Vacant Detached Farmhouse (With Planning)**  
\*Guide Price: £180,000 - £195,000 (+Fees)



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



Proposed Plans



Proposed Plans

## LOT 32

10-12 Wolverhampton Road, Oldbury, West Midlands B68 0LH



### Property Description:

A Freehold, part-investment premises, set back from the road behind a tarmacadam forecourt parking, containing ground floor retail/office premises, together with two first floor flats.

The property is prominently located within an established parade of retailers, situated on the Junction of Wolverhampton Road (A4123) and Hagley Road West (A456), close to McDonalds and Chiquitos and is approximately two miles from Junction 3 of the M5 Motorway and approximately three miles south west of Birmingham City Centre.

### Tenancy Information:

**Flat 1:** Let on an Assured Shorthold Tenancy Agreement, producing £495 per calendar month (£5,940 per annum).

**Flat 2:** Let on an Assured Shorthold Tenancy Agreement, producing £495 per calendar month (£5,940 per annum).

**Total Rental Income: £11,880 per annum.**

### Accommodation:

#### Ground Floor

Retail/Office: 206 sq m (2,215 sq ft)

#### First Floor

**Flat 1:** Benefitting from double glazing, gas-fired central heating, Two Bedrooms, Living Room, Kitchen and Bathroom.

**Flat 2:** Benefitting from double glazing, gas-fired central heating, Two Bedrooms, Living Room, Kitchen and Bathroom.

### Outside:

The property comprises forecourt parking for four cars and there is a rear car park with six allocated parking spaces.

### Legal Documents:

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

### Viewings:

Via Cottons - 0121 247 2233

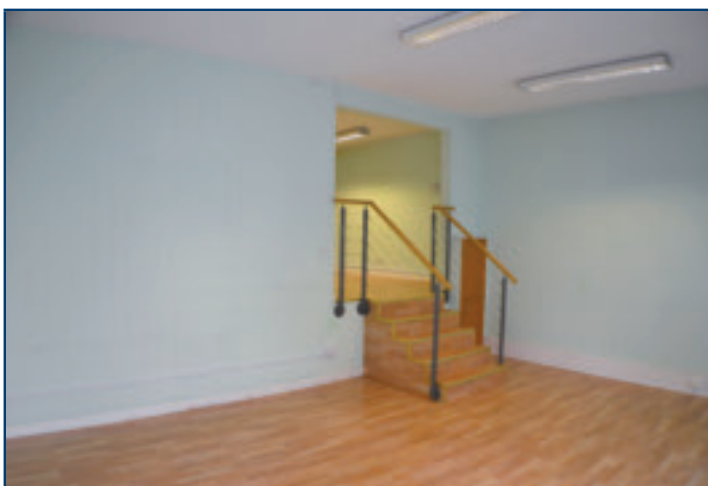


This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of exact site boundaries.





**Freehold Part Vacant/Part Investment Commercial Premises with Two Flats Above**  
\*Guide Price: £360,000 - £390,000 (+Fees)



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**LOT 33**
**Freehold Vacant Semi-Detached House**

\*Guide Price: £59,000 - £69,000 (+Fees)

**66 Bankwell Street, Brierley Hill, West Midlands DY5 1PW**
**Property Description:**

A semi-detached house of two-storey brick construction with part rendered elevations, surmounted by a hipped tile clad roof and set back from the road behind a paved foregarden. The property benefits from gas fired central heating and mostly double glazed windows and provides well laid out accommodation, benefitting from a rear ground floor extension.

Bankwell Street leads off Wallows Road which, in turn leads off Pensnett Road (B4179) and the property is conveniently located within one mile from Merry Hill Shopping Centre and approximately 2½ miles to the south west of Dudley Town Centre.

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

Entrance Hall, Lounge/Dining Room, Lobby, Cloackroom with wc and wash basin, Breakfast Kitchen, covered Side Passage/Verenda.

**First Floor**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Small Double), Shower Room with grey shower enclosure, pedestal wash basin and wc.

**Outside:**


**Front:** Paved foregarden, pedestrian side access.

**Rear:** Paved yard and garden.

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

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


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


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## LOT 34

### A Freehold Ground Rent secured upon a Semi Detached House

\*Guide Price: £6,000 - £6,750 (+Fees)

#### Freehold Ground Rent, 40 Tomlinson Road, Birmingham, West Midlands B36 9HN

##### Property Description:

A Freehold Ground Rent secured upon a traditional semi detached house of brick construction surmounted by a hipped interlocking tile clad roof and set back behind a foregarden and paved driveway.

The property forms part of the popular Castle Bromwich residential area and Tomlinson Road leads off Green Lane which in turn leads off Water Orton Road (B4118).

The property is subject to a long lease for a term of 99 years from 25th March 1954 (approximately 36 years unexpired) at a ground rent of £10.50 per annum.

##### Legal Documents:

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

##### Viewings:

Not Applicable



## LOT 35

### A Freehold Ground Rent secured upon a Semi Detached House

\*Guide Price: £9,000 - £9,750 (+Fees)

#### Freehold Ground Rent, 2 Neville Road, Castle Bromwich, Birmingham, B36 9HP

##### Property Description:

A Freehold Ground Rent secured upon a traditional semi-detached house of brick construction, surmounted by a hipped tile clad roof, set back behind a lawned foregarden and driveway and occupying a corner position at the junction with Tomlinson Road.

The property forms part of the popular Castle Bromwich residential area and Neville Road leads off Tomlinson Road which in turn leads off Water Orton Road (B4118).

The property is subject to a long lease for a term of 99 years from 25th March 1954 (approximately 36 years unexpired) at a ground rent of £10.50 per annum.

##### Legal Documents:

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

##### Viewings:

Not Applicable.



## LOT 36

### Two Freehold Ground Rents secured upon Modern Houses

\*Guide Price: £5,500 - £6,500 (+Fees)

#### Freehold Ground Rents, 4 & 10 Festival Mews, Hednesford, Cannock, Staffs. WS12 4UT

##### Property Description:

A pair of Freehold Ground Rents secured upon 2 modern dwellinghouses known as 4 Festival Mews comprising of a mid-terraced house and 10 Festival Mews comprising of a semi-detached house each of two storey brick construction with hipped tiled clad roofs.

Festival Mews comprises of a cul-de-sac leading off Belt Road located approximately 2 miles to the North of Cannock Town Centre.

##### Ground Rent Income

Each property is subject to a Long Lease for a term of 99 years from 29th of September 1995 (approximately 77 years unexpired) and each at a current ground rent of £50 per annum, rising in 2028 to £100 per annum and rising in 2051 to £150 per annum for the remainder of the term.

**Total current ground rent income: £100 per annum**

##### Legal Documents

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

##### Viewings

Not Applicable



10 Festival Mews



4 Festival Mews



**LOT 37**
**Freehold Ground Rent secured upon a Modern End Terrace House.**

\*Guide Price: £3,000 - £4,000 (+Fees)

**Freehold Ground Rent, 14 Whitminster Close, Willenhall, West Midlands WV12 4ER**
**Property Description:**

A Freehold Ground Rent secured upon a modern end terrace house of brick construction, surmounted by a pitched inter-locking tile clad roof, set back from the road behind a lawned fore-garden and driveway.

The property is located on a popular residential estate, approximately one mile to the north east of Willenhall Town Centre.

The property is subject to a long lease for a term of 99 years from 25th March 1972 (approximately 53 years unexpired) at a ground rent of £30 per annum.

**Legal Documents:**

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

**Viewings:**

Not Applicable.


**LOT 38**
**Freehold Ground Rent secured upon a Modern Detached House**

\*Guide Price: £4,500 - £5,500 (+Fees)

**Freehold Ground Rent, 71 Torc Avenue, Amington, Tamworth, Staffordshire B77 3ER**
**Property Description:**

A Freehold Ground Rent secured upon a modern detached house surmounted by a pitched tile clad roof and set back from the road behind a paved foregarden and driveway.

Torc Avenue contains a range of modern residential dwellings leading via New Street off Glascote Road (B5000) approximately one mile to the east of Tamworth Town Centre and is located in the residential suburb of Amington.

The property is subject to a long lease for a term of 99 years from 24th June 1970 (approx. 52 years unexpired) at a ground rent of £30 per annum.

**Legal Documents:**

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

**Viewings:**

Not Applicable


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## LOT 39 Freehold Ground Rent

\*Guide Price: £4,000 - £5,000 (+Fees)

### Freehold Ground Rent

10 Raymond Close, Walsall, West Midlands  
WS2 7AG



#### Property Description:

A Freehold Ground Rent secured on a modern semi-detached house.

Raymonds Close is a cul-de-sac located off Forest Lane, which in turn can be found off Bloxwich Road (B4210).

#### Legal Documents:

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

#### Viewings:

External Only.

The property is subject to a long Lease for a Term of 99 years from the 25th March 1964 (46 years unexpired) at a Ground Rent of £25 per annum

## LOT 40 Freehold Ground Rent

\*Guide Price: £4,000 - £5,000 (+Fees)

### Freehold Ground Rent

16 Raymond Close, Walsall, West Midlands  
WS2 7AG



#### Property Description:

A Freehold Ground Rent secured on a modern semi-detached house.

Raymonds Close is a cul-de-sac located off Forest Lane, which in turn can be found off Bloxwich Road (B4210).

#### Legal Documents:

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

#### Viewings:

External Only.

The property is subject to a long Lease for a Term of 99 years from the 25th March 1964 (46 years unexpired) at a Ground Rent of £25 per annum.

## LOT 41

## Freehold Building Plot - Consent for a Detached Dwelling

\*Guide Price: £37,000 - £42,000 (+Fees)

### Building Plot, 17 Johnson Street, Birmingham, West Midlands B7 5PX

#### Property Description:

An opportunity to purchase a residential building plot comprising a rectangular shaped parcel of land extending to an area of approximately 166sq.mtrs (1,784sq.ft), situated directly fronting Johnson Street adjacent to number 15 and having the benefit of rear vehicular access located off a shared service road.

The plot is offered with the benefit of full consent for a two bedroom detached dwelling house with rear car parking and forms part of a predominantly residential area. Johnson Street comprises of a cul-de-sac which leads off Trevor Street West which in turn leads off Nechells Park Road and is situated approximately one mile to the north east of Birmingham City Centre.

#### Proposed Accommodation

##### Ground Floor

Entrance Hall with Cloak Room having wash basin and wc, Kitchen, Lounge/Dining Room

##### First Floor

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

##### Outside:

Foregarden: Side access to rear garden with a rear parking space

A copy of the Planning Consent and Architect's Drawings is available from either the Auctioneers or Birmingham City Council Website.

#### Legal Documents:

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

Viewings: External Only



#### Planning

Formal Planning Consent was granted by Birmingham City Council, Ref: 2016/10688/PA and dated 14th March 2017 for the erection of a detached dwelling house with associated rear car parking. The Architect's drawings submitted with the planning application and approved with the consent detailed a dwelling containing the following accommodation:



Rear access for off road car parking



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



**LOT 42****Freehold Part Vacant - Part Investment (Takeaway and 3 Bed House)**

\*Guide Price: £96,000 - £102,000 (+Fees)

**29 - 30 Temple Bar, Willenhall, West Midlands, WV13 1SQ****Property Description:**

Two terraced properties of brick construction surmounted by a tiled roof directly fronting the pavement. The properties consist of a ground floor takeaway (number 30) and separate self contained residential accommodation to the ground and first floors of number 29 and first floor of number 30. The property benefits from having UPVC double glazing and gas fired central heating. The commercial element is offered for sale with vacant possession however the residential element is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500 pcm (£6,000 per annum). Temple Bar is located off both Wednesfield Road and Bloxwich Road South and is within approximately half a miles distance from the main shopping area located in Willenhall.

**Accommodation:****Residential****Number 29****Ground Floor**

Having Lounge, Kitchen,

**First Floor (Extending over number 30)**

3 bedrooms, Box Room/Store and Bathroom with panelled bath, wash basin and WC

**Commercial****Number 30****Ground Floor**

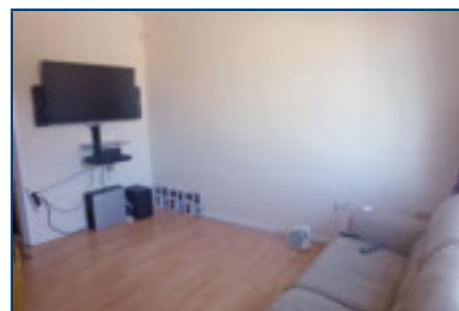
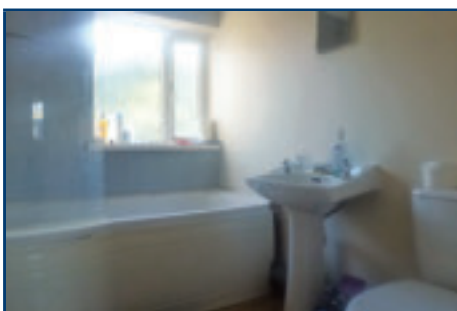
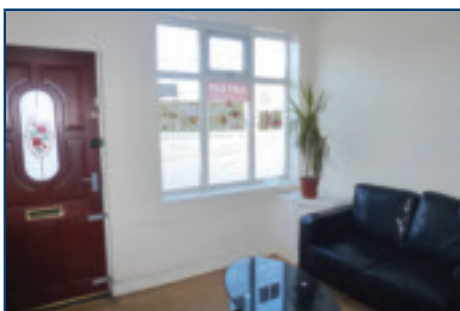
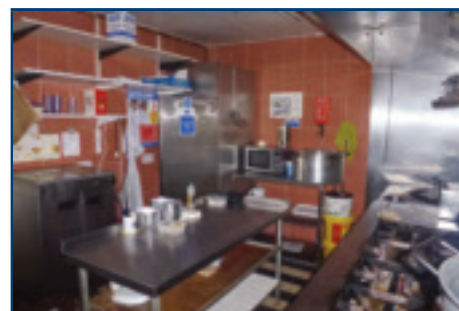
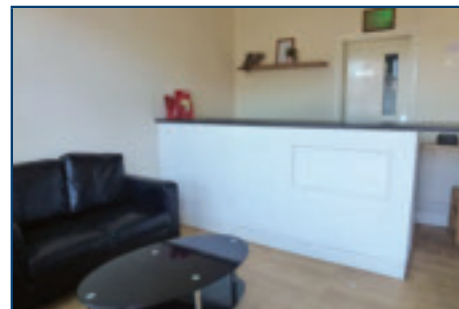
Having service area 27.5 mtr.sq, Kitchen and Store 27.3 mtr.sq and Storage Room

**Outside:**

Yard Area with WC, brick built store and pedestrian side access.

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

Via Cottons – 0121 247 2233



## LOT 43

### Freehold Investment (Two Bedroom Detached Bungalow)

\*Guide Price: £96,000 - £102,000 (+Fees)

#### 1 Thistlegreen Road, Dudley, West Midlands DY2 9JT

##### Property Description:

A two bedroom detached bungalow surmounted by a tiled roof set back from the road behind a block paved foregarden. The property benefits from having UPVC double glazing, gas fired central heating, full width conservatory to the rear and recently installed shower/wet room. Thistlegreen Road is located off both Darby End Road and Withymoor Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £400 pcm (£4,800 per annum)

##### Accommodation:

###### Ground Floor

Entrance Hallway, Lounge, Kitchen, 2 Bedrooms, Shower/Wet Room having shower, wash basin and WC, Full Width Conservatory

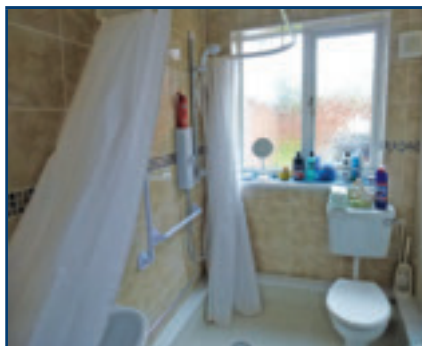
##### Outside:

**Front:** Block paved foregarden

**Rear:** Lawned garden

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

**Viewings** - Via Cottons - 0121 247 2233



## LOT 44

### Freehold Vacant End Terrace House

\*Guide Price: £50,000 - £57,000 (+Fees)

#### By Instruction of Dudley Metropolitan Borough Council

#### 35 Old End Lane, Bilston, West Midlands WV14 9EL

##### Property Description:

A semi detached house of two storey brick construction, surmounted by a tiled roof set back from the road behind a walled foregarden. The property requires repair and complete refurbishment and is situated in a cul-de-sac. Old End Lane is located off Central Drive conveniently within one quarter of a mile from Coseley Shopping Centre and the Birmingham New Road (A4123)

##### First Floor

Stairs and Landing, Two Bedrooms, Toilet (no fittings)

##### Outside

**Front** Walled foregarden

**Rear** Garden to side and rear.

##### Legal Documents:

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

**Viewings:** Via Cottons - 0121 2472233

##### Accommodation:

###### Ground Floor

Reception Hall, Living Room, Kitchen, Bathroom with WC





**LOT 45**
**Freehold Vacant End Terraced House with 3 Bedrooms and Garage**

\*Guide Price: £40,000 - £47,000 (+Fees)

**By Instruction of Dudley Metropolitan Borough Council**
**1 Old Meeting Road, Bilston, West Midlands WV14 8HB**
**Property Description:**

An end terraced house of traditional brick construction having mostly UPVC replacement windows, three bedrooms, off-road parking and freestanding garage. The property requires repair and complete refurbishment. The property is located close to the junction with Wallbrook Street and within half a mile from Coseley Town and Birmingham New Road (A4123).

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

Lounge, Dining Room, Rear Entrance Hall, Kitchen (not inspected).

**First Floor**

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

**Outside:**

**Front:** Walled foregarden, side driveway leading to free-standing garage.

**Rear:** Overgrown garden.

**Legal Documents:**

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

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


**LOT 46**
**Leasehold Modern Office Premises with Vacant Possession**

\*Guide Price: £85,000 - £90,000 (+Fees)

**1 Shaw Road, Shaw Park Business Village, Wolverhampton, West Midlands WV10 9LE**
**Property Description:**

An attractive, modern two-storey office building situated on a business park containing a range of similar units and located off Shaw Road, within a short distance of Stafford Road (A449) and located approximately one mile to the north of Wolverhampton City Centre.

The property provides well laid out and predominantly open plan accommodation, benefitting from double glazed windows, electric heating and five allocated car parking spaces.

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

Reception Hall with security door entry phone, Kitchen, Disabled/Gents Toilets with wc and wash basin, Open Plan 'L' Shaped Office: 56.18 sq m (604 sq ft) with electric heating and door entry phone.

**First Floor**

Stairs and Landing, Ladies Toilets with wc and wash basin, Open Plan 'L' Shaped Office: 64.98 sq m (699 sq ft) with electric heating.

**Outside:** Five allocated parking spaces.

**Net Internal Floor Area: 121.16 sq.m (1,304 sq.ft)**

**Leasehold Information:**

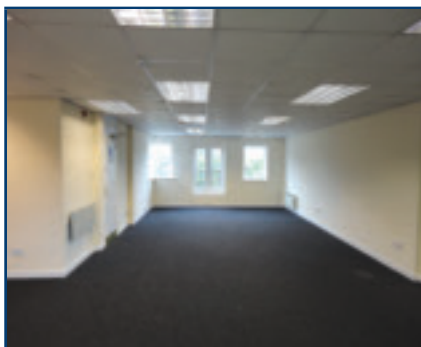
Lease Term - 125 years from 25th December 1990.

Ground Rent - One peppercorn.

Service Charge - Refer to Legal Pack.

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

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



## LOT 47

**Freehold Building Plot with consent for a 4 Bed Detached Dwelling**  
 \*Guide Price: £180,000 - £200,000 (+Fees)

**420 Chester Road, Sutton Coldfield, West Midlands, B73 5BS**



### Property Description:

An opportunity to purchase a residential building plot comprising a rectangular shaped parcel of land extending to an area of approximately 569 sq.mtrs (6123 sq.ft) situated directly fronting Chester Road. The plot is offered with the benefit of full planning consent for a four bedroom detached dwelling house with car parking. The property is located on Chester Road (A4520) close to the junction with both Beach Road and Church Road and is situated approximately a mile and a half from Sutton Coldfield Town Centre.

### Planning

Formal Planning Consent was granted by Birmingham City Council Ref: 2017/00594/PA and dated 27th March 2017 for the erection of a 4 bedroom detached dwelling house with associated car parking.

### Proposed Accommodation

#### Ground Floor

Entrance Hallway, Lounge, Kitchen/Family Dining Room, Utility Area, WC, Cloakroom and Garage



### First Floor

Having Landing, Bedroom 1 with en-suite bathroom, Bedroom 2 with en-suite bathroom, Bedroom 3 and 4 and Family Bathroom

### Outside:

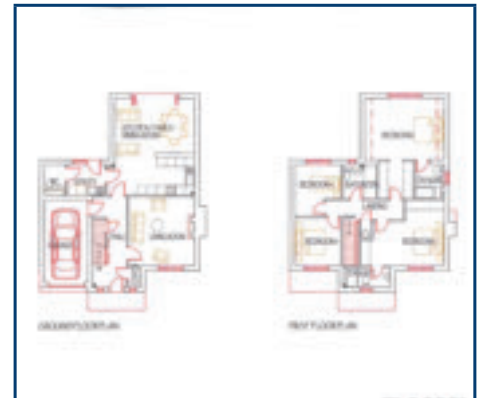
**Front** Paved and lawned foregarden with access to dual parking space

**Rear** Lawned garden

**Note** A copy of the Planning Consent and Architects drawings are available from either the Auctioneers or Birmingham City Council Website

### Viewings: External Only

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



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



**LOT 48**
**Leasehold Investment (Three Bedroom Maisonette)**

\*Guide Price: £75,000 - £79,000 (+Fees)

**Flat A 200 Green Lane, Small Heath, Birmingham, West Midlands B9 5DQ**
**Property Description:**

A ground floor three bedroomed maisonette of brick construction surmounted by a tiled roof and set back from the road behind a paved and walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is situated on Green Lane close to the junctions with both Prince Albert Street and Talfourd Street. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £550 pcm (£6,600 per annum) the tenants have been in occupation in excess of seven years

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

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

**Outside:**

**Front:** Paved foregarden

**Rear:** Paved foregarden

**Leasehold Information:**

**Term:** 125 years from 20 June 2005

**Ground Rent:** £10 per annum

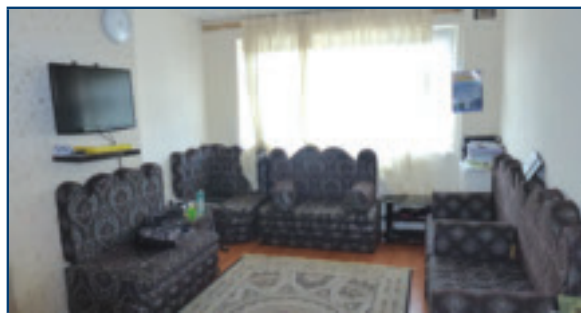
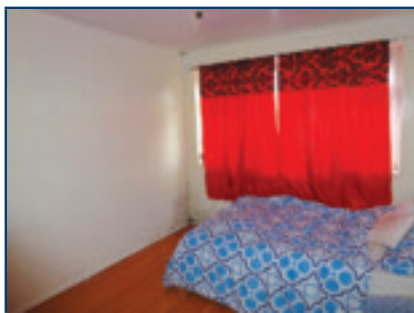
**Service Charge:** We understand from the Vendor the current service charge is £240 per annum (including buildings insurance), please see the legal pack for clarification.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233


**LOT 49**
**Freehold Land extending to 420 sq.mtrs with Potential**

\*Guide Price: £30,000 - £35,000 (+Fees)

**Land At 3, Kingswood Terrace, Off Berkeley Road East, Hay Mills, Birmingham, B25 8NR**
**Property Description:**

A parcel of L-shaped land extending to an area of 420sq.mtrs (4,500sq.ft) and currently used as a mature private garden. The land is accessed by a driveway situated between 56 & 58 Berkeley Road East which in turn leads to a path serving both the subject land and dwellings on Kingswood Terrace and Rowington Terrace. Berkeley Road East leads via Berkeley Road off Coventry Road (A45).

once contained residential dwellings which were demolished many years ago. We are unable to verify this information and all interested parties must satisfy themselves in respect of any previous use of the land and should contact the local planning department at Birmingham City Council prior to bidding to discuss the viability of any proposals which they may have for the land.

**Legal Documents:** Available at

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

**Viewings:** Via Cottons - 0121 2472233

**Planning**

We are advised by the seller that the land



Access road to Kingswood Terrace between 56 & 58 Berkeley Road East



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



## LOT 50

### Freehold Retail and Residential Investment Opportunity

\*Guide Price: £165,000 - £180,000 (+Fees)

324 Ladypool Road, Sparkbrook, Birmingham, B12 8JY



#### Property Description:

A Freehold retail and residential Investment opportunity, currently producing an annual rent of £12,000 with scope to improve on letting the first/second floor living accommodation.

The property comprises a two/three-storey, middle of terrace building, occupying a central position within a parade of shops on the eastern side of Ladypool Road, close to its junction with Clifton Road. Adjacent or nearby traders include a meat and poultry shop, a barber's and a furniture store.

Ladypool Road is located within the core area of Birmingham's famous Balti Triangle, approximately 2½ miles south of the City Centre. Birmingham is the birthplace of the Balti Curry and this area probably contains the City's highest concentration of Balti Restaurants, as well as some of the longest established of such restaurants to be found in Britain.

The main building is of traditional brickwork construction, with a pitched slate roof. There is a substantial single-storey extension to the rear of the shop.

The property provides an unusually deep ground floor shop, currently used as a café and desserts bar. The first and second floor provide a self-contained one-bedroom maisonette.

The premises are currently part let and income-producing with potential to improve in due course.

#### Accommodation

##### Ground Floor

Café/Preparation Area (open plan): 62.7 sq m (675 sq ft), Store: 1.1 sq m (12 sq ft), Under Stairs Store: 1.4 sq m (15 sq ft)  
**Total Net Internal Area - Ground Floor: 65.2 sq m (702 sq ft)**

#### First Floor/Second Floor Maisonette

The maisonette comprises a Kitchen, Living Room and Shower Room/Toilet on the first floor and a Bedroom on the second floor.

#### Tenancies

##### Shop

The shop is let for a term of years expiring 30th September 2033, without break provisions, at a current rent of £12,000 per annum, exclusive, subject to upwards-only review.

The lease is excluded from the tenant's Security of Tenure provisions contained within the Landlord & Tenant Act 1954, Part II.

#### Maisonette

The maisonette is offered with Vacant Possession. However the vendor informs us that the accommodation has previously been let by way of an Assured Shorthold Tenancy at a rent of £500 per calendar month. Therefore, the property has potential to produce a gross annual rent of £18,000.

Interested parties should carefully study the lease contained within the Legal Pack.

#### Planning:

The property benefits from a Planning Permission, Application No. 2014/03977/PA, whereby on 28th July 2014, Planning Permission was granted, subject to a series of conditions, for the erection of a first floor rear extension.

**Please Note this Planning Permission will lapse on the 28th July 2017**

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





**LOT 51**
**Freehold Vacant Mid Terraced House**

\*Guide Price: £70,000 - £80,000 (+Fees)

**104 Hamilton Road, Handsworth, Birmingham, West Midlands B21 8AH**
**Property Description:**

A traditional mid terraced house of two storey brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating but requiring some modernisation and cosmetic improvement.

Hamilton Road forms part of an established residential area containing a range of similar properties and leads directly off Farcroft Avenue which in turn leads off Holyhead Road (A41) providing direct access to a wide range of retail services and amenities on Soho Road.

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

Front Reception Room, Rear Reception Room, Kitchen

**First Floor**

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bathroom with panelled bath, pedestal wash basin and wc

**Outside:**

Front: Walled foregarden

Rear: Paved rear yard/garden

**Viewings:**

Via Cottons - 0121 247 2233

**Legal Documents:**

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


**LOT 52**
**Freehold Vacant Retail/Takeaway Premises with Investment Flat**

\*Guide Price: £60,000 - £67,000 (+Fees)

**70 Blackwell Street, Kidderminster, Worcestershire DY10 2EL**
**Property Description:**

A two-storey freehold shop/ hot food takeaway premises with separate flat to the first floor of brick construction with a pitched slate clad roof occupying a prominent trading location on the corner of Blackwell Street and Union Street, within a well-established retail area.

The primary access to the shop premises is from Blackwell Street and there is a secondary side access leading off Union Street, used to access the rear of the shop the first floor accommodation.

Planning consent was granted on 12 May 2005 (Ref: WF 285/05) by Wyre Forest District Council for change of use from A1 (retail) to A5 (takeaway).

The property occupies a Town Centre position, within Kidderminster, just outside the central Ring Road and close to a densely populated residential area.

**Tenancy Information**

Retail/Takeaway Premises: Currently Vacant

Flat: Let on an Assured Shorthold Tenancy at a rent of £375 per calendar month (£4,500 per annum)

**Accommodation**
**Ground Floor**

Retail Area: 17.2sq.m (185 sq.ft)  
 Rear Preparation Area: 11.8sq.m (127 sq.ft)  
 Wash-up Area: 2.8sq.m (30 sq.ft)  
 Toilet with WC and wash basin.

**First Floor**

Side access from Union Street with stairs to Two Rooms and Shower Room with shower cubicle, WC and wash basin.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 53

### Freehold Vacant Retail Premises with Flat Over

\*Guide Price: £90,000 - £97,000 (+Fees)

48 Park Lane East, Tipton, West Midlands, DY4 8RD



#### Property Description:

A substantial and much improved end terraced retail premises with a separate well laid out flat to the upper floors, prominently situated at the junction with Park Lane East and Barrett Street.

The property has been much improved by the existing owners including the provision of UPVC double glazed/aluminium windows, roller shutter protection to ground floor rooms, fitted fire doors, mains smoke alarm and emergency lighting, re-plastering, a range of modern kitchen and bathroom fittings and the flat benefits from gas fired central heating.

Park Lane East leads off Horseley Heath (A461) and the property is located two miles to the east of Dudley Town Centre.

#### Accommodation:

##### Ground Floor

**Retail Shop:** 38.43 sq m (413 sq ft), with aluminium doors and windows with roller shutter protection, built-in store cupboard, inner hallway with side entrance, Rear Office/Store: 14.6 sq m (157 sq ft),

Wash Room: 7.05 sq m (75 sq ft) with wash basin and wc.

#### Flat Accommodation

Shared Rear Entrance Hall, Private Entrance Hall.

##### First Floor

Stairs and Landing, Full width Lounge, Double Bedroom, Breakfast Kitchen with a range of modern laminate fitted units, Bathroom with panel bath having shower attachment, pedestal wash basin, wc. Stairs and Landing to:

##### Loft Storage Room

#### Outside:

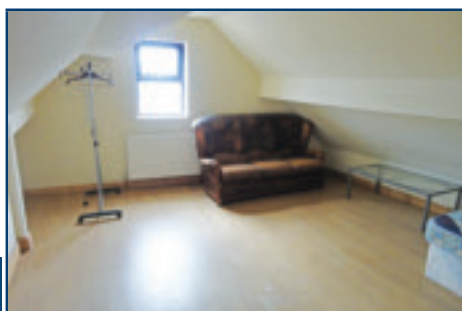
Block paved rear yard with palisade fencing and access off Barrett Street.

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233





**LOT 54****Freehold Modern Detached House with Vacant Possession**

\*Guide Price: £200,000 - £225,000 (+Fees)

**25 Warstone Drive, West Bromwich, West Midlands, B71 4BH****Property Description:**

A modern detached dwelling house of brick/block cavity wall construction surmounted by a pitched tile clad roof providing but well laid out accommodation but requiring complete modernisation and improvement throughout. The property benefits from double glazed windows, gas fired central heating, three bedrooms, garage and off road parking and is situated in a well regarded residential area overlooking Sandwell Valley Country Park.

Warstone Drive comprises a cul-de-sac and leads off Salters Lane which in turn leads off Dagger Lane, located close to Sandwell Valley Country Park and conveniently within less than one mile to the North of West Bromwich Town Centre.

**Ground Floor**

Reception Hall, Cloakroom with wc and wash basin, Lounge opening to Dining Room with French Doors, Kitchen.

**First Floor**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom 3 (Single), Bathroom with panel bath with shower over, pedestal wash basin, wc.

**Outside:**

**Front:** Forecourt providing off-road car parking, side garage and pedestrian side gated access to rear.

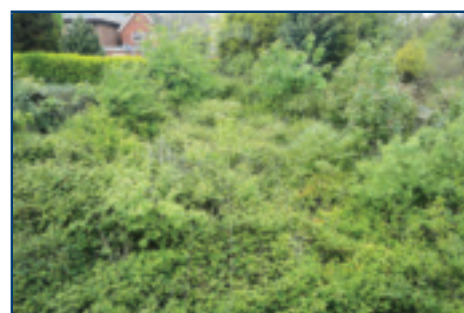
**Rear:** Overgrown garden.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 2472233



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

## LOT 55

**Freehold Investment Opportunity**  
\*Guide Price: £76,000 - £82,000 (+Fees)

### 7 Barnett Lane, Kingswinford, West Midlands DY6 9PJ

#### Property Description:

A two storey property situated in a local shopping parade and consisting of a ground floor retail unit currently trading as a hairdressers and a first floor flat with separate entrance that has been sold off on a long lease. The ground floor retail unit benefits from having part UPVC double glazing and gas fired central heating and further benefits from having a freehold lockup garage accessed via a service road to the rear. The ground floor is currently let on a Lease for a term of 5 years producing a rent of £600 per month (£7,000 per annum) we understand from the vendor that the tenant has been in occupation for excess of 20 years. The first floor of the property has been sold off on a Long Leasehold and produces a ground rent of £25.00 per annum. The property is located on Barnett Lane opposite the junction with Graham Road.

#### Tenancy Information

##### Ground Floor Retail Unit

Currently let on a 5 year Lease expiring 31st May 2022 producing a rental of £600 pcm (£7,200 per annum)

##### First Floor Flat

Has been sold off on a Long Lease for a term of 99 years from 28th November 1980 and producing a ground rent of £25 per annum

#### Accommodation:

##### Ground Floor

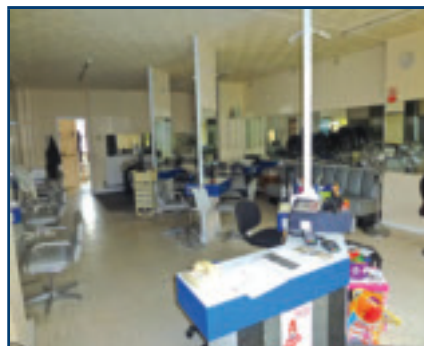
Salon Area measuring 58.34 sq.mtrs (628 sq.ft), Kitchen Area 11.45 sq.mtrs (123sq.ft), Laundry Room and WC 2.54 sq.mtrs (27sq.ft)

#### Outside:

Lock-up garage accessed via a service road

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

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



## LOT 56

**Freehold Semi-Detached House with Three Bedrooms**  
\*Guide Price: £50,000 - £57,000 (+Fees)

### By Instruction of Dudley Metropolitan Borough Council 22 Bedcote Place, Stourbridge, West Midlands DY8 1LD

#### Property Description:

A semi-detached house of part-rendered brick construction, surmounted by a hipped tile clad roof, benefitting from UPVC windows (part double glazed), three bedrooms and off-road car parking but requiring repair and refurbishment throughout. Bedcote Place forms part of an established residential area and leads off Stepping Stones which, in turn leads off Stourbridge Road (A458) and the property is located conveniently within 1/2 mile east of Stourbridge Town Centre.

#### Accommodation:

##### Ground Floor

Entrance Hall, Lounge, Kitchen with Pantry, Bathroom with bath, wash basin, Rear Entrance Hall, Separate wc.

#### First Floor

Stairs and Landing, Three Bedrooms.

#### Outside:

**Front:** Lawned foregarden and driveway, providing off-road car parking, pedestrian side access to rear.

**Rear:** Partly paved/partly lawned garden.

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233





## LOT 57

### Freehold Vacant Semi-Detached House

\*Guide Price: £60,000 - £67,000 (+Fees)

#### By Instruction of Dudley Metropolitan Borough Council

#### 17 Sycamore Road, Kingswinford, West Midlands DY6 8EP

##### Property Description:

A semi-detached house of two-storey brick construction, surmounted by a pitched tile clad roof, set back from the road behind a lawned foregarden and benefitting from UPVC double glazed windows, gas-fired central heating, requiring repair and refurbishment.

Sycamore Road leads off Greenfields Road which, in turn leads of Stream Road (A491) and the property is conveniently within 1/2 mile from Kingswinford Shopping Centre, located on Summer Hill.

##### Accommodation:

##### Ground Floor

Reception Hall, Lounge, Breakfast Kitchen, Dining Room.

##### First Floor

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

##### Outside:

**Front:** Lawned foregarden, pedestrian side access to rear.

**Rear:** Two brick stores, patio and lawned garden.

##### Legal Documents:

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

**Viewings:** Via Cottons - 0121 274 2233



## LOT 58

### Freehold Vacant Semi-Detached House

\*Guide Price: £55,000 - £60,000 (+Fees)

#### By Instructions of Dudley Metropolitan Borough Council

#### 19 Sycamore Road, Kingswinford, West Midlands DY6 8EP

##### Property Description:

A semi-detached house of brick construction with a pitched tile clad roof, set back behind a lawned foregarden and benefitting from UPVC windows but requiring repair and complete refurbishment. Sycamore Road leads off Greenfields Road which leads off Stream Road (A491) and the is within half a mile of Kingswinford Shopping Centre, located on Summer Hill.

##### Accommodation:

##### Ground Floor

Reception Hall, Lounge opening to Dining Room, Breakfast Kitchen.

##### First Floor

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

##### Outside:

**Front:** Lawned foregarden.

**Rear:** Side gated access, brick stores and rear garden.

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

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



## LOT 59

### Freehold Vacant Semi-Detached House

\*Guide Price: £60,000 - £67,000 (+Fees)

#### By Instruction of Dudley Metropolitan Borough Council

#### 31 Sycamore Road, Kingswinford, West Midlands DY6 8EP

##### Property Description:

A semi-detached house of two-storey brick construction, surmounted by a pitched tile clad roof, set back from the road behind a lawned foregarden and benefitting from UPVC windows (mostly double glazed) with gas-fired central heating but requiring some modernisation and improvement.

Sycamore Road leads off Greenfields Road which, in turn leads off Stream Road (A491) and the property is within half a mile from Kingswinford Shopping Centre, located on Summer Hill.

##### Accommodation:

##### Ground Floor

Reception Hall, Lounge opening to full width Dining Kitchen, Covered Side Passageway, Two Brick Stores.

##### First Floor

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

##### Outside:

**Front:** Lawned foregarden.

**Rear:** Patio and garden.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 60

### A Freehold Vacant Mid-Terraced House with Three Bedrooms

\*Guide Price: £66,000 - £72,000 (+Fees)

#### 48 George Road, Hay Mills, Birmingham, West Midlands B25 8HX

##### Property Description:

A two storey mid-terraced property of traditional brick construction surmounted by a replacement tile clad roof benefitting from three bedrooms but requiring complete modernisation and improvement throughout.

The property is situated directly fronting the pavement, forming part of an established residential area and George Road is located off Speedwell Road which in turn leads via Kings Road off Coventry Road (A45) providing access to a wide range of amenities and services.

##### Accommodation:

###### Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom having bath, wash basin and WC

##### First Floor

Bedroom 1 (Double), Bedroom 2 (Double), Bedroom 3 (Single)

##### Outside:

Rear Covered yard, Pedestrian Right of Way, Overgrown garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



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ADVICE AT THE AUCTION BETWEEN 11.30am and 1.30pm



**LOT 61**
**Freehold Vacant Semi-Detached House**

\*Guide Price: 50,000 - PLUS (+Fees)

**145 Thimblemill Road, Smethwick, West Midlands B67 6LR**
**Property Description:**

A traditional built, two-storey, semi-detached house with brick construction with part rendered elevations and surmounted by a hipped tile clad roof.

The property occupies a generous sized plot, set back behind a lawned foregarden and is accessed by a communal service road which provides residents car parking and leads directly off Thimblemill Road.

The property forms part of a predominantly residential area and Thimblemill Road provides access to Three Shires Oak Road which, in turn, leads to Bearwood Road, providing access to a wide range of retail amenities and services.

The property requires substantial repair and renovation throughout.

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

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with pantry.

**First Floor**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Bathroom with panel bath, pedestal wash basin and wc.

**Outside:**

**Front:** Lawned foregarden.

**Rear:** Pedestrian side access to large lawned garden.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



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<b>Lot 16</b>	<b>Lot 17</b>	<b>Lot 22</b>	<b>Lot 25</b>	<b>Lot 26</b>
<p><b>Energy Performance Certificate</b></p> <p>The EPC for this property was commissioned on <b>20.06.2017</b></p> <p>This will be added to the Legal Pack and available on our website.</p>				
				
<b>Lot 27</b>	<b>Lot 30</b>	<b>Lot 30</b>	<b>Lot 32</b>	<b>Lot 42</b>
				<p><b>Energy Performance Certificate</b></p> <p>The EPC for this property was commissioned on <b>20.06.2017</b></p> <p>This will be added to the Legal Pack and available on our website.</p>
<b>Lot 46</b>	<b>Lot 50</b>	<b>Lot 52</b>	<b>Lot 53</b>	<b>Lot 55</b>

# Cottons

CHARTERED SURVEYORS

## MAILING LIST

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

**THURSDAY 7th SEPTEMBER 2017**

at Aston Villa Football Club, Aston Villa, Birmingham.

Please complete the slip found at the back of this Viewing Schedule,  
and hand it to us at the auction or post it to us at the address provided.

## PROXY BID FORM / TELEPHONE BID FORM

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

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

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

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

### TYPE OF BID

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

### BIDDER INFORMATION

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

### SOLICITOR INFORMATION

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

### BIDDER INFORMATION

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

### DEPOSIT

Deposit	<input type="text"/>
(10% of max bid for proxy bid or 10% of top guide price for telephone bid)	
Deposit (words)	<input type="text"/>

I confirm that I have read all Terms & Conditions.

Signed	<input type="text"/>
Date	<input type="text"/>

## TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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










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## Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

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

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

(Edition 3 August 2009) Reproduced with the consent of the RICS No responsibility for loss occasioned to any person acting or refraining, From auction as a result of the material included in this publication can be accepted by the author or publisher. © Royal Institution of Chartered Surveyors August 2009

## A1 Introduction

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

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

## A2 Our role

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

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

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

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

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

## A3 Bidding and reserve prices

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

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

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

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

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

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

## A4 The particulars and other information

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

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

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

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

## A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

## G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

## G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

## G3. Between contract and completion

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

- (a) produce to the **buyer** on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

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

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

## G4. Title and identity

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

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

(a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.

(b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.

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

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

- (i) the application for registration of title made to the land registry;
  - (ii) the **documents** accompanying that application;
  - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
- (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

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

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

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



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

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

#### G5. Transfer

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

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

(b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

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

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

#### G6. Completion

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

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

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

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

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

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

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

#### G7. Notice to complete

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

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

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

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

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

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

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

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

(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and

(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

#### G9. Landlord's licence

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

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

G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.

G9.4 The **seller** must:

- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:

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

G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.

#### G10. Interest and apportionments

G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.

G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:

- (a) the **buyer** is liable to pay interest; and
  - (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

#### G11 Arrears

##### Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of

rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.

G11.3 Parts 2 and 3 of this **condition** G11 do not apply to **arrears** of current rent.

##### Part 2 Buyer to pay for arrears

G11.4 Part 2 of this **condition** G11 applies where the **special conditions** give details of **arrears**.

G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.

G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.

##### Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this **condition** G11 applies where the **special conditions**:

- (a) so state; or
- (b) give no details of any **arrears**.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
- (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
- (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
- (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

#### G12. Management

G12.1 This **condition** G12 applies where the **lot** is sold subject to **tenancies**.

G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:

- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
- (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
- (c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

#### G13. Rent deposits

G13.1 This **condition** G13 applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition** G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.

G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:

- (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

#### G14. VAT

G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.

G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.

#### G15. Transfer as a going concern

G15.1 Where the **special conditions** so state:

- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this **condition** G15 applies.

G15.2 The **seller** confirms that the **seller**

- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

G15.3 The **buyer** confirms that:

- (a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
- (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the **lot** as a nominee for another person.

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:

- (a) of the **buyer's** **VAT** registration;
  - (b) that the **buyer** has made a **VAT option**; and
  - (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.
- G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:
- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
  - (b) collect the rents payable under the **tenancies** and charge **VAT** on them

G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:

- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
- (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
- (c) if **VAT** is payable because the **buyer** has not complied with this **condition** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

#### G16. Capital allowances

G16.1 This **condition** G16 applies where the **special conditions** state that there are capital allowances available in

respect of the **lot**.

G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.

G16.4 The **seller** and **buyer** agree:

(a) to make an election on **completion** under Section

198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and

(b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

#### **G17. Maintenance agreements**

G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

#### **G18. Landlord and Tenant Act 1987**

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

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

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

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

#### **G20. TUPE**

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

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

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

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

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

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

#### **G21. Environmental**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **G25. Warranties**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

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

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

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