

14th FEBRUARY 2018

Cottons

CHARTERED SURVEYORS

AUCTION

WEDNESDAY 14th FEBRUARY 2018
11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE

0121 247 2233 auctions@cottons.co.uk

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

We do not accept Credit Cards or Cards linked to a Business or Corporate Account.

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 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.

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 £950 (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.

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 50 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, LPA Receivers, Joint Property Agents, Companies, Private Clients and including 9 surplus properties by kind Instruction of Dudley Metropolitan Borough Council & Black Country Housing Group.



1	18 WILSON ROAD, BRIERLEY HILL, DY5 3YQ	Freehold Vacant Residential	42	15 HIGH STREET, BRIERLEY HILL, DY5 3AA	Leasehold Vacant Flats
2	10 SELBORNE ROAD, DUDLEY, DY2 8LA	Freehold Vacant Residential	43	96 ASHLEY STREET, BILSTON, WV14 7NN	Freehold Residential Inv
3	136 YEW TREE ROAD, ASTON, B6 6RU	Freehold Vacant Residential	44	40 STUDLAND ROAD, HALL GREEN, B28 8NW	Freehold Vacant Residential
4	20 RAYMOND CLOSE, WALSALL, WS2 7AG	Freehold Vacant Residential	45	168 SCHOOL ROAD, HALL GREEN, B28 8JA	Freehold Commercial Inv
5	FLAT 13, ELMWOOD COURT, BIRMINGHAM, B5 7PD	Leasehold Vacant Residential	46	69 HIGH STREET, HAMPTON-IN-ARDEN, B92 0AE	Freehold Vacant Residential
6	228 TAT BANK ROAD, OLDBURY, B68 8NR	Freehold Vacant Residential	47	115 SANDBEDS ROAD, WILLENHALL, WV12 4EX	Freehold Vacant Residential
7	199 CHURCH ROAD, YARDLEY, B25 8UR	Freehold Commercial Inv.	48	48 CORPORATION ST, WEDNESBURY, WS10 9AQ	Freehold Vacant Residential
8	FLAT 4, 78 PERSEHOUSE ST, WALSALL, WS1 2AR	Leasehold Vacant Residential	49	46 MARGARET AVENUE, HALESOWEN, B63 4BX	Freehold Vacant Residential
9	8 HILL CLOSE, DUDLEY, DY3 1NE	Freehold Vacant Residential	50	138 GREEN PARK ROAD, DUDLEY, DY2 7LY	Freehold Vacant Residential
10	78 BIRMINGHAM ROAD, GREAT BARR, B43 6NT	Freehold Residential Inv			
11	45 LITTLETON ROAD, WILLENHALL, WV12 5JU	Freehold Vacant Residential			
12	FGR 19 SPRINGS AVENUE, BROMSGROVE, B61 0NU	Freehold Ground Rents			
13	FGR 21 SPRINGS AVENUE, BROMSGROVE, B61 0NU	Freehold Ground Rents			
14	GARAGES ACHESON RD, HALL GREEN, B28 0TJ	Freehold Garages			
15	LAND, DUNSTALL LANE, TAMWORTH, B78 3AX	Freehold Land			
16	62 CLARENCE ROAD, ERDINGTON, B23 6AR	Freehold Vacant Residential			
17	15 CARLYLE ROAD, EDGBASTON, B16 9BH	Freehold Residential Inv			
18	101 BEECHES ROAD, ROWLEY REGIS, B65 0BB	Freehold Vacant Residential			
19	43 HAMPTON ROAD, ERDINGTON, B23 7JJ	Freehold Vacant Residential			
20	192 NORMAN ROAD, SMETHWICK, B67 5PE	Freehold Vacant Residential			
21	100/104A/112 HIGH ST, WEDNESFIELD, WV11 1SZ	Freehold Vacant Commercial			
22	21 CROMWELL DRIVE, DUDLEY, DY2 7ET	Freehold Vacant Residential			
23	11 HAZELBEECH ROAD, WEST BROMWICH, B70 8QF	Freehold Vacant Residential			
24	27 CECIL ST, THE BUTTS, WALSALL WS4 2AZ	Freehold Residential Inv			
25	30 WILTSHIRE WAY, WEST BROMWICH, B71 1JS	Freehold Vacant Residential			
26	18 HELLIER STREET, DUDLEY, DY2 8RE	Freehold Vacant Residential			
27	280 THIMBLEMILL ROAD, SMETHWICK, B67 6LS	Freehold Vacant Residential			
28	69 LINES AVENUE, BRIERLEY HILL, DY5 1PG	Freehold Vacant Residential			
29	359 HARDEN ROAD, WALSALL, WS3 1RR	Freehold Vacant Residential			
30	32 PARK HALL ROAD, WALSALL, WS5 3HG	Freehold Vacant Residential			
31	6 DEELEY STREET, BRIERLEY HILL, DY5 2YL	Freehold Vacant Residential			
32	19 KING STREET, LYE, STOURBRIDGE, DY9 8UT	Freehold Vacant Residential			
33	24 PARKWAY ROAD, DUDLEY, DY1 2QA	Freehold Vacant Residential			
34	89 HAWBUSH ROAD, BRIERLEY HILL, DY5 3ND	Freehold Vacant Residential			
35	9 SOUTHBOURNE AVENUE, WALSALL, WS2 9UD	Freehold Vacant Residential			
36	5 KING STREET, LYE, STOURBRIDGE, DY9 8UT	Freehold Vacant Residential			
37	164 FLOYER ROAD, BIRMINGHAM, B10 9NA	Freehold Vacant Residential			
38	LAND OFF KENNIFORD CLOSE, ROWLEY REGIS	Freehold Land			
39	27 HEATH STREET, HEDNESFORD, WS12 4BW	Freehold Vacant Residential			
40	SITE, WOODLAND ST, BIDDULPH, ST8 6LW	Freehold Development Land			
41	42 SLANEY RD, WALSALL, WS2 9AF	Freehold Vacant Care Home			

Auctioneers

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

Valuers: Ian M. Axon, Sam Moxon ANAVA, 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 Card

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled.

We do not accept Credit Cards or Cards linked to a Business or Corporate Account.

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 £950 (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 Two Bedrooms

*Guide Price: £45,000 - £50,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

18 Wilson Road, Brierley Hill, West Midlands DY5 3YQ

Property Description:

A semi detached house of two storey brick construction with insulated external walls and surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows and doors but requiring complete repair and improvement.

Wilson Road forms part of a residential area known as Brockmoor and leads off Hickman Road which in turn leads off Pensnett Road (B4179) and the property is conveniently within approximately half a mile from Merry Hill Shopping Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Kitchen, Rear Entrance Hall, Store, Toilet

First Floor

Stairs and Landing, Two Bedrooms, Bathroom with bath

Outside:

Front: Lawned foregarden

Rear: Overgrown rear garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 2

Freehold Vacant Semi Detached House with Three Bedrooms

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

By Instruction of Dudley Metropolitan Borough Council

10 Selborne Road, Dudley, West Midlands DY2 8LA

Property Description:

A semi detached house of two storey part rendered brick construction surmounted by a pitched tile clad roof, benefiting from well laid out accommodation, UPVC double glazed windows and external doors and off road parking but requiring extensive repair and refurbishment.

Selborne Road leads via Norman Street off Buffery Road and the property is conveniently within approximately three quarters of a mile to the south of Dudley Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Cloak Room with wc, Lounge, Rear Reception Room, Kitchen

First Floor

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

Outside:

Front: Lawned foregarden and driveway providing off road parking, pedestrian gated access to:

Rear: Large rear garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 3

Freehold Vacant Possession

*Guide Price: £65,000 - £69,000 (+Fees)

136 Yew Tree Road, Aston, Birmingham, West Midlands B6 6RU

Property Description:

A three bedroom mid-terraced property of brick construction surmounted by a tiled clad roof directly fronting the pavement. The property requires modernisation and improvement throughout. Yew Tree Road is located off Serpentine Road and Station Road which is found off Witton Lane

Accommodation:

Ground Floor

Through Lounge, Kitchen, Inner Lobby and Bathroom having panelled bath, wash basin and WC, Stairs

First Floor

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

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 4

Freehold Vacant Three Bedroom Semi Detached House

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

20 Raymond Close, Walsall, West Midlands WS2 7AG

Property Description:

A modern semi detached house of two storey brick construction surmounted by a pitched tile clad roof, set back from the road behind a paved driveway and foregarden and providing well laid out accommodation benefiting from gas fired central heating, UPVC double glazed windows and external doors, garage and three bedrooms. Raymond Close comprises of a cul-de-sac which leads off Forest Lane and which in turn leads off Bloxwich Road (B4210) and the property is conveniently located approximately one mile to the north of Walsall Town Centre.

Accommodation:

Ground Floor

Porch, Reception Hall, Breakfast Kitchen, Full Width Lounge/Dining Room

First Floor

Stairs and Landing, Three Bedrooms, Bath/Shower Room with glazed shower enclosure, panelled bath, pedestal wash basin, Cloak Room with wc

Outside:

Front: Lawned foregarden and block paved driveway providing off road parking, integral garage

Rear: Pedestrian side access to yard/patio and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 5

Leasehold Vacant Possession

*Guide Price: £40,000 - £45,000 (+Fees)

Flat 13 Elmwood Court, Pershore Road, Birmingham, West Midlands B5 7PD

Property Description:

A ground floor apartment set in a purpose built block located in the Calthorpe Estate. The apartment benefits from double glazing, electric heating and garage located in a separate block. Elmwood Court is located off Pershore Road (A441)

Accommodation:

Ground Floor

Communal Entrance with secure entry system

Apartment

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

Outside:

Communal Gardens

Leasehold Information

Term from 30 November 1978 to 21 March 2059

Ground Rent £30 rising to £60

Service Charge Refer to Legal Pack

Legal Documents – Available at www.cottons.co.uk

Viewings Via Cottons – 0121 247 2233



LOT 6

Freehold Vacant Mid Terraced House

*Guide Price: £60,000 - £65,000 (+Fees)

228 Tat Bank Road, Oldbury, West Midlands B68 8NR

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows, gas fired central heating and rear ground floor extension but requiring complete refurbishment and modernisation throughout.

Tat Bank Road forms part of a predominantly residential area and leads directly off Rood End Road which provides access to a range of local retail amenities and the property is conveniently within one quarter of a mile from Langley Green Railway Station.

Accommodation:

Ground Floor

Front Reception Room, Inner Hall with store cupboard, Rear Reception Room, Kitchen, Bathroom with bath having shower over, pedestal wash basin and wc

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double)

Outside:

Front: Walled forecourt
Rear: Yard and garden

Legal Documents:

Available at 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 £950 (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 Card Payment Accepted

We do not accept Credit Cards or Cards linked to a Business or Corporate Account.

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

Freehold Retail/Flat Investment
*Guide Price: £110,000 - £120,000 (+Fees)

199 Church Road, Yardley, Birmingham, West Midlands B25 8UR

Property Description:

An investment opportunity comprising a prominently located traditional built property of two storey brick construction, surmounted by a pitched slate clad roof containing a ground floor retail shop with self contained first floor flat along with a useful rear yard located to the rear of numbers 199 and 201 Church Road containing a range of outbuildings which may provide potential for future storage or extension. The retail shop is well presented and the flat accommodation benefits from UPVC double glazed windows. The property fronts Church Road and forms part of the busy Yardley Shopping Centre serving the surrounding predominantly residential catchment area.

Tenancy Information

Ground Floor: Retail Shop: Let on a Lease trading as Simply Cakes from 24 March 2016 at a current rental of £6,500 per annum rising to £7,000 per annum in years 4 and 5

First Floor Flat: Let on an Assured Shorthold Tenancy at a rental of £325 per calendar month (£3,900 per annum)

Total Current Rental: £10,400 per annum

Accommodation:

Ground Floor

Retail Shop: 26.79sq.mtrs (288sq.ft) with recessed entrance and roller shutter protection, Rear Passageway providing access to Store: 4.98sq.mtrs (53sq.ft), Preparation Room: 5.34sq.mtrs (57sq.ft), Kitchen: 5.08sq.mtrs (54sq.ft), Rear Lobby, Cloak Room with wc and wash basin

Flat Accommodation

Side Passageway to rear yard and stairs to

First Floor

Entrance Hall, Bathroom with bath, wash basin and wc, Kitchen, Landing/Bedroom Area, Lounge.

Outside:

Front: Paved forecourt.

Rear: Pedestrian side access to large double width yard area containing three outbuildings and providing potential for storage/extension (subject to planning consent), First Floor yard/drying area serving the flat accommodation.

Viewings: Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 8

Leasehold Vacant Possession
*Guide Price: £25,000 PLUS (+Fees)

Flat 4, 78 Persehouse Street, Chuckery, Walsall, WSI 2AR

Property Description:

A self-contained flat forming part of a traditional style semi-detached house of brick construction surmounted by a replacement tile clad roof. The flat benefits from having UPVC double glazing and electric heating. Persehouse Street is situated off Broadway North and is located within approximately one quarter of a mile distance from Walsall Town Centre.

Leasehold Information

Term : 99 years from 25th March 2005

Ground Rent : Refer to legal pack

Service Charge : Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Accommodation:

Ground Floor

Communal Entrance and Hallway,

First Floor

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

Outside:

Front Walled foregarden

Rear Garden



LOT 9**Freehold Vacant Semi Detached House with Three Bedrooms**

*Guide Price: £60,000 - £65,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council**8 Hill Close, Dudley, West Midlands DY3 1NE****Property Description:**

A semi detached house of two storey brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden. The property benefits from electric storage heating and UPVC double glazed windows and external doors but requires modernisation and improvement throughout. Hill Close comprises of a cul-de-sac leading off Beacon Rise and the property is conveniently within half a mile from Sedgley Shopping Centre.

Accommodation:**Ground Floor**

Entrance Hall, Through Lounge, Wet Room with shower and wash basin, Kitchen, Rear Entrance Hall, Store and Separate Toilet

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Lawned foregarden, pedestrian side access to rear

Rear: Paved rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

**LOT 10****Freehold Residential Investment**

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

78 Birmingham Road, Great Barr, Birmingham, West Midlands B43 6NT**Property Description:**

An end terraced property of brick construction surmounted by a tiled clad roof set back from the road behind a walled foregarden. The property benefits from well laid out accommodation, UPVC double glazed windows and gas fired central heating the property further benefits from having the potential for off road parking via the rear accessed via a right of way and service road. The property is located close to Junction 7 of the M6 Motorway and approximately half a miles distance from Great Barr Park. Birmingham Road (A34) itself also provides direct access to Walsall Town Centre and Birmingham City Centres. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £475 per calendar month (£5,700 per annum).

Accommodation**Ground Floor**

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

First Floor

Landing, Bedroom 1, Bedroom 2 (intercommunicating with) Bedroom 3

Outside:

Front Walled foregarden

Rear Garden and the potential for off road parking accessed via a right of way and service road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


Cottons
 CHARTERED SURVEYORS

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

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

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LOT 11

Freehold Vacant Mid Terraced House

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

45 Littleton Road, Willenhall, West Midlands WV12 5JU

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof, set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and an additional private secure entrance to the side of the property.

Littleton Road forms part of an established residential area and is located off Cannock Road (A462). The property is approximately two and half miles distance from the M6 motorway (Junction 10).

Accommodation:

Ground Floor

Entrance Hallway, Through Lounge, Kitchen, Pantry Cupboard, Side Passage allowing secure separate access.

First Floor

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

Outside:

Front: Lawned foregarden

Rear: Garden with brick built store

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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.

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LOT 12 **Freehold Ground Rent**
 *Guide Price: £5,500 - £6,000 (+Fees)

**Freehold Ground Rent, 19 Springs Avenue,
Catshill, Bromsgrove, B61 0NU**

Property Description:

A Freehold Ground Rent secured upon an mid town house, set back from the road behind a driveway. The freehold also includes a separate lock up garage which is contained in the lease at an additional ground rent.

The property forms part of a residential estate and Springs Avenue leads off Wildmoor Lane which, in turn, leads off Stourbridge Road (A409), approximately two miles to the north of Bromsgrove Town Centre.

Leasehold Information:

The property is subject to a long lease for a term of 99 years from 29th September 1964 (approx. 46 years unexpired) at a ground rent is £25 per annum. The lease also includes a separate lock up garage at an additional ground rent of £24 per annum.

Total Ground Rent Income:
£49 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable

LOT 13 **Freehold Ground Rent**
 *Guide Price: £5,500 - £6,000 (+Fees)

**Freehold Ground Rent, 21 Springs Avenue,
Catshill, Bromsgrove, B61 0NU**

Property Description:

A Freehold Ground Rent secured upon an mid town house, set back from the road behind a driveway. The freehold also includes a separate lock up garage which is contained in the lease at an additional ground rent.

The property forms part of a residential estate and Springs Avenue leads off Wildmoor Lane which, in turn, leads off Stourbridge Road (A409), approximately two miles to the north of Bromsgrove Town Centre.

Leasehold Information:

The property is subject to a long lease for a term of 99 years from 29th September 1964 (approx. 46 years unexpired) at a ground rent is £25 per annum. The lease also includes a separate lock up garage at an additional ground rent of £24 per annum.

Total Ground Rent Income:
£49 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable

LOT 14
Freehold Lock-Up Garage Investment
 *Guide Price: £50,000 - £55,000 (+Fees)

Garage Yard Off Acheson Road, Hall Green, Birmingham, West Midlands B28 0TJ
Property Description:

A block of 5 lock-up garages set back behind a hard standing forecourt and having direct access via a service road adjacent to number 14 Acheson Road.

Acheson Road is located in the popular residential suburb of Hall Green and located off Baldwins lane the garage yard access is close to the junction with Delrene road. All 5 garages are currently let producing a rental income of £4,800 per annum. A Schedule of Tenancies are detailed below

Schedule of Tenancies

Garage 12 : £80 pcm

Garage 13 : £80 pcm

Garage 14 : £80 pcm

Garage 15 : £80 pcm

Garage 16 : £80 pcm

Total Rental Income : £400 pcm (£4,800 per annum)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Access off Acheson Road



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

LOT 15

Freehold Vacant Land with River Frontage extending to approx. 17 acres
 *Guide Price: £150,000 PLUS (+Fees)

Land (17 acres), Dunstall Lane, Hopwas, Tamworth, Staffordshire, B78 3AX



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

Property Description:

A parcel of freehold agricultural land irregular in shape which extends to approximately 17 acres (6.87 hectares) and is located on Dunstall Lane within the Borough of Tamworth. The land comprises predominantly of a rough grassed area and is accessed along its southern boundary with Dunstall Lane and has full length frontage to the River Tame along with its northern boundary and is subject to an established public right of way over. The land is located approximately one third of a mile to the north of land at Dunstall Farm on Dunstall Lane which is earmarked for substantial redevelopment having recently obtained planning consent on 27th September 2017 for residential development of up to 800 homes, the construction of commercial buildings, a primary school and associated works. The land and is located to the western edge of

Tamworth approximately half a mile south of the popular Village of Hopwas and approximately one mile to the west of both Tamworth Town Centre and Ventura Retail Park.

Planning

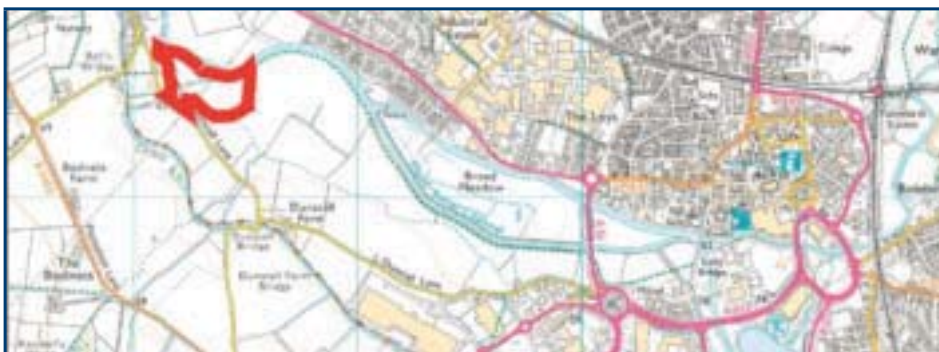
The land use is currently agricultural and may have potential for future alternative use and all interested parties should discuss any proposals with the planning department at Tamworth Borough Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only

Note: The postcode relates to Dunstall Farm and is for location purposes only



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

LOT 16

Freehold Vacant Possession
 *Guide Price: £85,000 - £90,000 (+Fees)

62 Clarence Road, Erdington, Birmingham, B23 6AR

Property Description:

A traditional two-storey, mid-terraced house of brick construction, surmounted by a pitched inter-locking tile clad roof, set back from the road behind a walled foregarden. The property provides well laid out accommodation but is in need of complete refurbishment and improvement.

The property is situated less than one mile from Spaghetti Junction with access to the UK Motorway Network.

Outside:

Front: Walled foregarden.

Rear: Large decked area and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Ground Floor

Front Reception Room, Rear Reception Room and Kitchen.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bathroom with shower.

Accommodation:

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bathroom with shower.



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LOT 17

Freehold Residential Investment Comprising 9 Studio Flats

*Guide Price: £325,000 - £350,000 (+Fees)

Current Rental Income £31,800 per annum (Circa £36,300 per annum When Fully Let)

15 Carlyle Road, Edgbaston, Birmingham, West Midlands, B16 9BH



Property Description:

A long established residential investment opportunity comprising of 9 self contained studio flats contained within a converted detached former dwelling house of a three storey traditional brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and set back behind a walled foregarden. The property forms part of an established residential area and Carlyle Road contains a range of similar dwelling houses many of which have been converted into flat accommodation. The area is popular with tenants due to the properties' close proximity to Birmingham City Centre. Carlyle Road leads directly off Stirling Road which in turn leads off Hagley Road (A456) providing ease of commuting by car or public transport to the City Centre which is within approximately one mile to the east.

Tenancy Information

The property has been within the current ownership for in excess of 20 years and has provided both a stable and reliable income. All flats are let on Assured Shorthold tenancies at the following rents:
 Studio One: Rental £330 per calendar month
 Studio Two: Rental £335 per calendar month
 Studio Three: Rental £350 per calendar month
 Studio Four: Rental £300 per calendar month
 Studio Five: Rental £330 per calendar month
 Studio Six: Rental £335 per calendar month
 Studio Seven: Currently Vacant - Available to let at £375 per calendar month

Studio Eight: Rental £300 per calendar month
 Studio Nine: Rental £370 per calendar month
 Current rental Income: £2,650 per calendar month (£31,800 per annum)
 Rental Income when Fully Let: In the region of £3,025 per calendar month (£36,300 per annum).

Note: Each tenant is responsible for payment of water rates, council tax and electricity via a sub-meter re-charged by the landlord.

Accommodation

The Property contains a total of nine studio flats, each having Bed/Living Room, Kitchen, Bath or Shower Room with wc.

Ground Floor: Flats 1, 2 & 3

First Floor: Flats 4, 5 & 6

Second Floor: Flats 7, 8 & 9

Outside:

Front: Walled foregarden, pedestrian access to rear
 Rear: Yard and garden

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 18**Freehold Vacant Property (Planning Permission for 4 x 1 Bed Flats)**

*Guide Price: £130,000 - £140,000 (+Fees)

101 Beeches Road, Rowley Regis, West Midlands, B65 0BB**Property Description:**

A substantial end terraced property of part rendered brick construction surmounted by a tiled room set back from the road behind a walled foregarden. The property has been substantially extended to the rear and has previously been used as offices, at present the property has been stripped back to brickwork. Beeches Road is located off Holly Road which in turn is found off High Street (A4100)

Planning:

Granted by Sandwell Metropolitan Borough Council (Ref: DL/PD/17/00836) and dated 1st of December 2017 for the proposed change of use from offices (Class B1A) to 4 self-contained apartments. A copy of the Planning Consent and Architects Plans are available to view on the Council Website and at the Auctioneers Offices

Existing Accommodation:

The property has been stripped back to brickwork and all fixtures and fittings removed.

Ground Floor

4 Offices, Kitchen, Store, Wc, Side entrance and stairs

First Floor

4 Offices, Store and WC.

Proposed Accommodation:

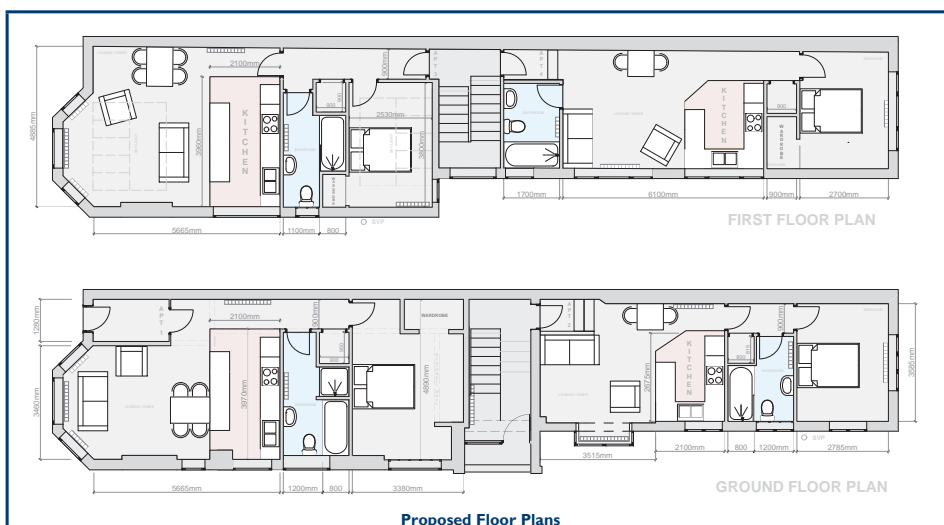
The property would comprise of 4 flats, 2 on the ground floor and 2 on the first floor, the accommodation for each flat would comprise of the following: Entrance Hallway, Lounge, Kitchen, Bedroom and Bathroom

Outside: 2 Allocated parking spaces

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 19
Freehold Vacant Mid Terraced House

*Guide Price: £80,000 - £85,000 (+Fees)

43 Hampton Road, Erdington, Birmingham, West Midlands B23 7JJ
Property Description:

A mid terraced house directly fronting the pavement, of traditional two storey brick construction surmounted by a pitched tile clad roof, benefitting from gas fired central heating, Upvc double glazed windows and two double bedrooms.

The property is located in an established residential area and Hampton Road comprises a cul-de-sac which leads off Slade Road, close to its junction with Marsh Hill/Reservoir Road and is conveniently with approximately one mile from Erdington High Street which provides access to a wide range of local retail amenities and services and from the M6 Motorway (junction 6).

Accommodation
Ground Floor

Entrance Hall with access to Cellar, Front Reception Room, Rear Reception Room, Breakfast Kitchen,

First Floor

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

Outside:

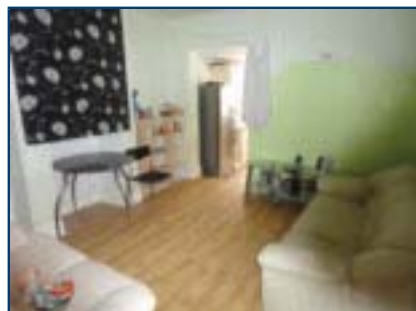
Paved rear yard/garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 20
Freehold Vacant Semi detached House with Three Bedrooms

*Guide Price: £120,000 - £129,000 (+Fees)

192 Norman Road, Smethwick, West Midlands B67 5PE
Property Description:

A semi detached house of part rendered brick construction surmounted by a hipped tile clad roof, providing well laid out accommodation which includes a side garage (which may provide potential for future extension to the first floor - subject to planning) and benefiting from UPVC double glazed windows, gas fired central heating and off road car parking but requiring complete modernisation and improvement throughout.

Norman Road forms part of a popular and established residential area and leads directly off Thimblemill Road (B4182) and via Broadway off Wolverhampton Road (A4123) and the property is conveniently within approximately one mile from Bearwood Shopping Centre and approximately two miles from the M5 Motorway (junction 2)

Accommodation:
Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Extended Breakfast Kitchen

First Floor

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


Outside:

Front: Lawned foregarden and block paved driveway leading to garage
Rear: Yard and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 21

Freehold Part Investment/Part Vacant Possession

*Guide Price: £145,000 - £160,000 (+Fees)

100/104A & 112 High Street, Wednesfield, Wolverhampton, West Midlands WV11 1SZ

Property Description:

A mid-terraced building comprising of a ground floor retail shop and 2 separate self-contained flats to the first and second floors. The property is located in the main retail area of Wednesfield High Street and situated adjacent to Boots and Shoe Zone and amongst such other multiple retailers as Lloyds Pharmacy, Bet Fred, Greggs, Barclays Bank and Nat West in addition there is an outdoor market along the High Street on Tuesdays, Wednesday, Fridays and Saturdays. The ground floor retail unit is currently vacant and does require some modernisation and improvement and benefits from a service area at the rear of the property. The first floor and second floor flats benefit from UPVC Double Glazing and Electric heating and are both let producing a total rental of £8,700 per annum. A Schedule of Tenancies are detailed below. High Street is located off both Neachells Lane and Lichfield Road

Schedule of Tenancies

Ground Floor Retail Unit Currently vacant (the current owner has recently let the adjoining shop at a rental of £10,800 per annum rising to £13,200 in year 3)

First Floor - Flat 104a

Let on an Assured Shorthold Tenancy Agreement producing £385 per calendar month (£4,620 per annum).

Second Floor - Flat 112

Let on an Assured Shorthold Tenancy Agreement producing £340 per calendar month (£4,080 per annum).

Accommodation:

Ground Floor Retail Unit

Open plan retail unit measuring approximately 102 sq.mtrs, Kitchenette and WC

First Floor Flat

Accessed via rear stairwell, having Entrance Hallway, Lounge/Kitchen, Bedroom and Bathroom

Second Floor Flat

Accessed via rear stairwell, having Entrance Hallway, Lounge/Kitchen, Bedroom and Bathroom

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 22

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £60,000 - £65,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

21 Cromwell Drive, Dudley, West Midlands DY2 7ET

Property Description:

A semi detached house of two storey part rendered brick construction surmounted by a hipped tile clad roof set back behind a walled foregarden and requiring complete repair and refurbishment throughout. Cromwell Drive forms part of an established residential area known as Kates Hill and is located approximately one mile to the east of Dudley Town Centre.

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front: Lawned foregarden, pedestrian side access to rear
Rear: Yard, brick built stores with wc and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 23
Freehold Vacant Possession

*Guide Price: £110,000 - £120,000 (+Fees)

11 Hazelbeech Road, West Bromwich, West Midlands B70 8QF
Property Description:

A mid terraced property of brick construction surmounted by a replacement tiled clad roof set back from the road behind a block paved foregarden allowing for off road parking for numerous vehicles. The property benefits from having UPVC double glazing and gas fired central heating, modern kitchen and shower room fittings and is generally offered for sale in presentable condition. Hazelbeech Road is located off both Oak Road and Oak Lane and the property itself is close to the junction with Beechwood Road

Accommodation:
Ground Floor

Lounge, Dining Kitchen, Inner Lobby and Newly Fitted Shower Room

with shower cubicle, wash basin and WC, Stairs,

First Floor

Three Bedrooms, Family Bathroom having panelled bath, wash basin and WC and Loft Room

Outside:

Front Block paved foregarden allowing for off road parking for numerous vehicles

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 24

Freehold Residential Investment - Five Flats - Gross Rental £18,460 p.a.
 *Guide Price: £160,000 - £170,000 (+Fees)

27 Cecil Street, Walsall, West Midlands, WS4 2AZ



Property Description:

A long established residential investment opportunity comprising five studio flats contained within a traditional mid terraced property of two storey brick construction with a replacement tile clad roof and having a single storey rear extension and a timber built addition providing laundry room and store with potential for an additional studio (subject to planning). The property is situated in an established residential area leading off Butts Road within approximately one third of a mile to the north of Walsall Town Centre.

Tenancy Information

The property has been within the same ownership since 2004 and has provided a reliable and stable investment with low tenant turnover.

Each flat is currently let on an Assured Shorthold Tenancy as follows:

Studio One: Rental £70 per week

Studio Two: Rental £70 per week

Flat Three: Rental £75 per week

Studio Four: Rental £70 per week

Studio G: £70 per week

Total Rental Income: £355 per week (£18,460 per annum)

Note: The landlord pays water rates and electricity for communal areas and Studio G

A schedule detailing each tenancy is available on our website and within the legal pack.

Accommodation:

Ground Floor

Shared Entry Access with mains fitted fire panel.

Studio One: Living Kitchen/Bedroom, Shower Room with shower cubicle, wash basin and wc.

Studio Four: Living Kitchen/Bedroom, Shower Room with shower cubicle, wash basin and wc.

First Floor

Stair and Landing

Studio Two: Living Kitchen/Bedroom, Shower Room with shower cubicle, wash basin and wc

Flat Three: Living Kitchen, Separate Bedroom, Shower Room with shower cubicle, wash basin and wc

Rear Ground Floor

Flat G: Bed/Living Room, Separate Kitchen, Shower Room with shower cubicle, wash basin and wc, Wooden Clad Building containing Communal Laundry Room, additional Store Room with potential for conversion (subject to planning).

Outside:

Front: Walled foregarden

Rear: Paved yard and terraced garden

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 25
Freehold Vacant Semi Detached House with Three Bedrooms

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

30 Wiltshire Way, West Bromwich, West Midlands B71 1JS
Property Description:

A semi detached house of two storey brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation and occupying a sizeable plot with large gardens, benefiting from gas fired central heating, mostly UPVC double glazed windows and off road car parking. Wiltshire Way forms part of an established residential estate and leads via Bank Street off Vicarage Road (B4149) and is conveniently within one mile to the north of West Bromwich Town Centre.

Accommodation:
Ground Floor

Porch, Reception Hall, Lounge, Dining Room, Kitchen with a range of fitted units and pantry cupboard, Covered Side Passageway with brick store, separate toilet and workshop/store

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: Long lawned foregarden with vehicular gated access to paved hardstanding providing off road car parking.

Rear: Paved patio and predominantly lawned garden

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk


LOT 26
Freehold Vacant Possession

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

18 Hellier Street, Dudley, West Midlands DY2 8RE
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 however does require some modernisation and improvement. Hellier Street is located off both Hope Street and Vicar Street and the property is within approximately half a miles distance from Dudley Town Centre providing a wide range of shops and amenities

Accommodation:
Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Stairs

First Floor

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

Outside:

Front Small Walled foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 27

Freehold Vacant Three Bedroom Semi-Detached House with Driveway

*Guide Price: £122,000 - £127,000 (+Fees)

280 Thimblemill Road, Smethwick, West Midlands B67 6LS

Property Description:

A semi-detached house of brick construction, surmounted by a tile clad roof, set back from the road, behind a walled foregarden.

The property benefits from UPVC double glazing and central heating.

The property had planning permission granted (Ref: DC/08/49327 & DC/11/53532) for a two storey side extension, adding an additional ensuite bedroom. This planning consent has now lapsed.

Accommodation:

Ground Floor

Large through lounge, Kitchen, Downstairs Toilet (Under stairs), Garage.

First Floor

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

Outside:

Front: Walled Foregarden and Driveway.

Rear: Garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 28

Freehold Vacant Semi Detached House

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

69 Limes Avenue, Brierley Hill, West Midlands DY5 1PG

Property Description:

A semi detached house of part rendered/clad brick construction surmounted by a hipped tile clad roof providing well laid out accommodation and offered for sale in a presentable condition benefitting from Upvc double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and off road parking located to the rear.

Limes Avenue leads off Wallows Road which in turn leads off Dudley Road (A461) and the property is conveniently within approximately three quarters of a mile from Merry Hill Shopping Centre and approximately two miles from Dudley Town Centre.

Ground Floor

Entrance Hall, Lounge, Rear Entrance Hall, Cloak Room with wc, Kitchen with range of modern units.

First Floor

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

Outside:

(Front) Lawned foregarden
(Rear) Paved patio, partly paved/partly lawned garden and off road parking area accessed off Fens Crescent having potential for erection of a garage.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 29**Freehold Vacant Modern Mid Terraced House with Three Bedrooms**

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

359 Harden Road, Bloxwich, Walsall, West Midlands WS3 1RR**Property Description:**

A modern mid terraced house providing well laid out accommodation set back behind a lawned foregarden, benefiting from three bedrooms, part double glazed windows, gas fired central heating and conservatory.

Harden Road forms part of the established residential area of Bloxwich and leads directly off Bloxwich Road (B4210) approximately three quarters of a mile to the south of Bloxwich Town Centre and one and a half miles to the north of Walsall Town Centre.

Accommodation:**Ground Floor**

Porch, Reception Hall, Lounge, Dining Kitchen with a range of fitted units, UPVC Double Glazed Conservatory, Cloak Room with wc.

First Floor

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

Outside:

Front: Lawned foregarden

Rear: Patio and enclosed lawned garden

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk


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LOT 30

Freehold Vacant Detached 6 Bedroom Property

*Guide Price: £580,000 - £620,000 (+Fees)

32 Park Hall Road, Walsall, West Midlands, WS5 3HG



Property Description:

A modern individual architect designed detached family residence surmounted by a tiled roof and set back from the road behind lawned gardens and a block paved foregarden providing parking for numerous vehicles and access to double garage. The property benefits from having UPVC double glazing and gas fired central heating, modern kitchen and bathroom facilities, large conservatory, substantial rear garden and is offered for sale in an immaculate condition. The property further benefits from having spaciouly proportioned accommodation that includes 6 bedrooms. Park Hall Road occupies a pleasant position in an established and highly regarded residential area of South Walsall. Park Hall Road itself is located off Springvale Avenue which in turn is found off Birmingham Road (A34) and the property is within approximately 2 miles from Walsall Town Centre.

Accommodation:

Ground Floor

Entrance Porch, Reception Hall, Guest Cloakroom/Wet Room with wash basin and shower,

Lounge, Dining Room, Conservatory, Family Room/Breakfast Room, Front Study, Laundry Room, Stairs,

First Floor

Landing, Master Bedroom with en-suite shower room having shower tray, wash basin, WC, Bedrooms 2 to 6 and Family Bathroom being fully tiled with jacuzzi style bath, separate shower cubicle, wash basin and WC

Outside:

Front Extensive block paved driveway giving access for numerous vehicles and access to garage along with lawned foregarden

Rear Extensive shaped lawn

Legal Documents – Available at www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 31
Freehold Vacant Semi Detached House

*Guide Price: £80,000 - £86,000 (+Fees)

6 Deeley Street, Brierley Hill, West Midlands DY5 2YL
Property Description:

A traditional semi detached house of two storey brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation and offered for sale in a presentable condition benefiting from UPVC double glazed windows and external doors, gas fired central heating, modern kitchen and bathroom fittings, recent redecoration and replacement carpets.

Deeley Street forms part of an established residential area and leads off Amblecote Road which leads off Delph Road (B4112) and the property is conveniently within approximately half a mile to the south of Merry Hill Shopping Centre.

Accommodation:
Ground Floor

Lounge, Inner Hall with Cellarette, Rear Reception Room, Breakfast Kitchen with a range of modern fitted units, Bathroom with modern suite having a range of fitted units, panelled bath with shower attachment, pedestal wash basin and wc

First Floor

Stairs and Landing, Bedroom One (full width double), Bedroom Two (double)

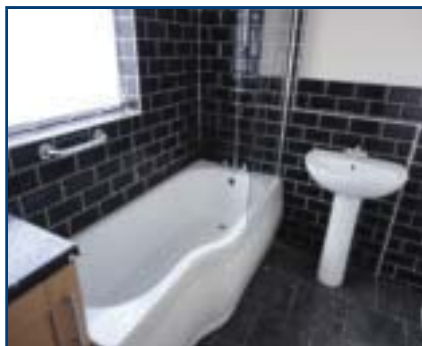
Outside:

Shared pedestrian entry access to rear yard, decked patio and lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233


LOT 32
Freehold Vacant Mid Terraced House with Three Bedrooms

*Guide Price: £62,000 - £67,000 (+Fees)

By Instruction of Black Country Housing Group
19 King Street, Lye, Stourbridge, West Midlands DY9 8UT
Property Description:

A three bedroom mid-terraced house of brick construction set back from the road behind a small walled foregarden. The property benefits from having double glazed windows (majority UPVC) and gas fired central heating. King Street is located off Belmont Road which is a continuation of Cemetery Road. The property is within approximately half a mile from Lye High Street which provides access to a wide range of shops and amenities.

Accommodation:
Ground Floor

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

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front Small walled foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 33

Freehold Vacant Possession
*Guide Price: £95,000 - £105,000 (+Fees)

24 Parkway Road, Dudley, West Midlands DY1 2QA

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 been refurbished throughout and includes UPVC double glazing and gas fired central heating, re-plastering works, electrical works, modern kitchen and bathroom fittings and new carpets throughout. Parkway Road is located off Grange Road and Himley Road (B4176)

Accommodation:

Ground Floor

Hallway, Trough Lounge, Kitchen, Cellar, Inner Lobby and Shower Room having shower cubicle, wash basin and WC, Stairs

First Floor

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

Outside:

Front Walled foregarden

Rear Garden

Legal Documents – Available at www.cottons.co.uk

Viewings Via Cottons – 0121 247 2233



LOT 34

Freehold Vacant Mid Terraced House with Three Bedrooms
*Guide Price: £55,000 - £60,000 (+Fees)

89 Hawbush Road, Brierley Hill, West Midlands DY5 3ND

By Instruction of Dudley Metropolitan Borough Council

Property Description:

A mid terraced house of two storey construction with insulated external walls and surmounted by a pitched replacement tile clad roof set back from the road behind a lawned foregarden. Hawbush Road leads directly off Brettell Lane (A461) and the property is conveniently within approximately one mile to the west of Merry Hill Shopping Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Dining Kitchen with Walk in Store

First Floor

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

Outside:

Front: Lawned foregarden, pedestrian entry access to rear
Rear: Yard and large lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 35
Freehold Vacant End Terraced House with Three Bedrooms

*Guide Price: £80,000 - £86,000 (+Fees)

9 Southbourne Avenue, Walsall, West Midlands WS2 9UD
Property Description:

An end terraced house of two storey brick construction with rendered front elevation surmounted by a hipped tile clad roof, occupying an elevated position, set back from the road behind a paved foregarden and parking space. The property has been extended to the rear ground floor and benefits from three bedrooms but does require complete refurbishment and modernisation throughout.

Southbourne Avenue forms part of an established residential area and leads via York Avenue and Primley Avenue off Wolverhampton Road (A454) conveniently within half a mile to the east of The M6 Motorway (junction 10) and approximately one mile to the west of Walsall Town Centre.

Accommodation:
Ground Floor

Entrance Hall, Lounge, Dining Room, Extended Kitchen, Bathroom with panelled bath, pedestal wash basin and wc, covered side passageway

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single)

Outside:

Front: Paved foregarden and a separate paved car parking space

Rear: Pedestrian side access to a long predominantly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 36
Freehold Vacant Mid Terraced House in Presentable Condition

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

By Instruction of Black Country Housing Group
5 King Street, Lye, Stourbridge, West Midlands DY9 8UT
Property Description:

A presentable much mid terraced house of brick construction with rendered front elevation surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and two double bedrooms. King Street is located off Belmont Road which is the continuation of Cemetery Road and the property is within approximately half a mile from Lye High Street which provides access to a wide range of shops and amenities.

Accommodation:
Ground Floor

Lounge, Inner Hall with cellar access, Dining

Kitchen with a range of modern fitted units, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (full width double), Bedroom Two (double).

Outside:

Rear: Shared pedestrian entry access to a large paved yard/patio and lawned garden

Viewings: Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 37

Freehold Vacant Three Bedroom Mid-Terraced House

*Guide Price: £115,000 - £120,000 (+Fees)

164 Floyer Road, Small Heath, Birmingham, B10 9NA

Property Description:

A traditional style three-bedroom, mid-terraced property of brick construction surmounted by a slate-clad roof.

The property is situated in the heart of Small Heath, close to Heartlands Hospital, and is in need of refurbishment.

The property benefits from central heating and UPVC double glazing.

Accommodation:

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen and Bathroom with panelled bath, hand basin and wc.

First Floor

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

Outside:

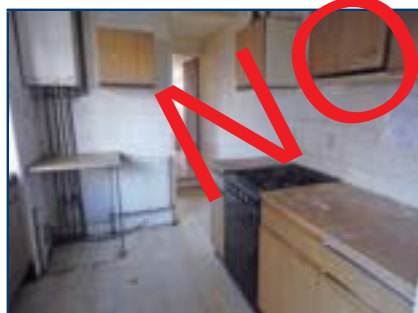
Front: Small paved foregarden.
Rear: Paved garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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Legal Documents

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LOT 38

Freehold Land

*Guide Price: £2,500 - £3,500 (+Fees)

Land behind Kennford Close, Oldbury, West Midlands,

Property Description:

A sloping irregular shaped unfenced site extending to approximately 0.39 acres (0.16 hectares) the site is a part of a large area of public open space which is bounded by housing.

The site is located approximately 1.5 miles north west of Junction 2 of the M5 Motorway, 1.6 miles south east of Dudley Town Centre, the land is directly behind and to the west of 8-16 Kennford Close.

Planning

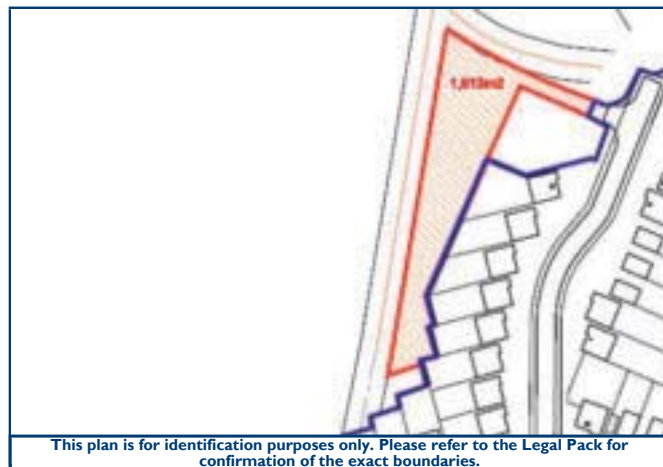
The site is presently designated as open space in the Sandwell UDP and enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

Legal Documents –

Available at 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.

LOT 39

Freehold Vacant Possession

*Guide Price: £95,000 PLUS (+Fees)

27 Heath Street, Hednesford, Cannock, Staffordshire WS12 4BW

Property Description:

A three bedroom semi-detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a gravelled foregarden allowing for off road parking. The property benefits from UPVC double glazing and gas fired central heating. Heath Street is located off High Mount Street which in turn is found off Green Heath Road

Accommodation:
Ground Floor

Entrance Hallway, Lounge, Kitchen, Conservatory, and Bathroom, Stairs

First Floor

Three Bedrooms and Bathroom having Panel Bath, Wash Basin and WC.

Outside:

Front Gravelled forecourt allowing for off road car parking

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 40

Freehold Residential Development Site (Planning for 14 Dwellings)

*Guide Price: £450,000 - £480,000 + VAT (+Fees)

Development Site, Former Top of the Trent Public House, Woodland Street, Biddulph, Stoke-on-Trent, Staffordshire, ST8 6LW



Property Description:

A freehold development site roughly rectangular in shape and extending to an area of approximately 1 acre (4032 sq.mtrs) and fronting Woodland Street. The site forms part of a predominantly residential area located approximately within 1 mile of Biddulph Town Centre. Biddulph is approximately 8.5 miles north of Stoke-on-Trent and 4.5 miles south east of Congleton, Cheshire. The site has previously housed the Top of the Trent Public House (Now Demolished) and is located on Woodland Street close to the junction with Warwick Street.

Planning

Planning Consent was granted by Staffordshire Moorlands District Council (Ref: SMD/2017/0065) and dated 8th September 2017 for the demolition of the Public House and redevelopment of the site to provide 14 dwellings comprising 10 x 3 bed semi detached houses, 1 x 4 bed detached house and 3 x 3 bed terraced houses. A copy of the Planning Consent and Architects drawings are available for inspection from Staffordshire Moorlands District Council Website and the Auctioneers Offices.

Proposed Accommodation

Three Bedroom Semi-detached Houses

Ground Floor

Entrance Hallway, Lounge, Kitchen, WC and Lobby, Stairs,

First Floor

3 Bedrooms (1 having en-suite shower room), Bathroom with panelled bath, wash basin and WC

Detached Four Bedroom Houses

Ground Floor

Entrance Hallway, Lounge, Dining Kitchen, WC, Stairs

First Floor

Landing, 4 Bedrooms (1 having en-suite shower room), Family Bathroom with panelled bath, shower cubicle, wash basin and WC

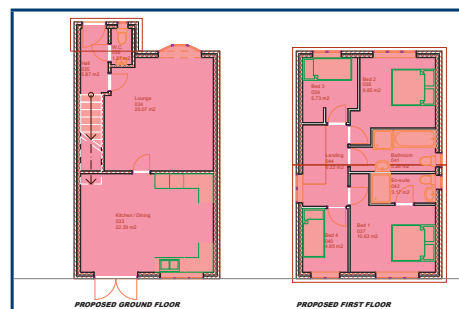
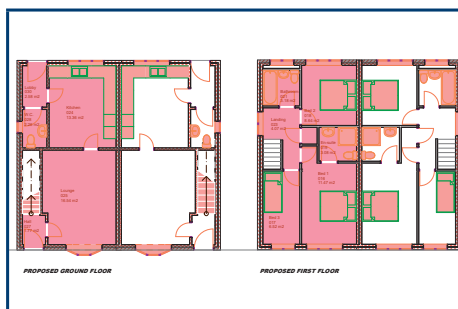
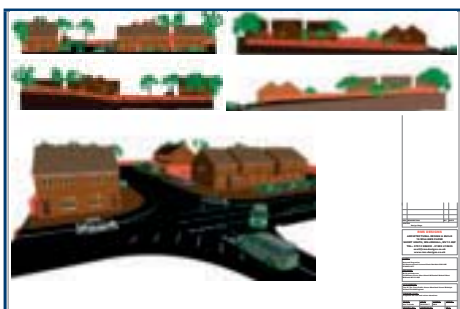
Outside

Front and rears gardens and allocated parking

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 41
Freehold Vacant Residential Care Home/ Potential for Alternative Use

*Guide Price: £720,000 - £770,000 (+Fees)

The Orchard Manor 42 Slaney Road, Walsall, WS2 9AF

Property Description:

This traditional detached property has been vastly extended to create a Residential Care Home. The property offers substantial accommodation comprising of 30 bedrooms located on ground and first floor, with offices on the second floor and large basement. The property benefits from having UPVC double glazing and gas fired central heating.

The property may be suitable for continued use as a care home or may be suitable for a variety of uses including the potential to create a large family home, conversion to self-contained flats, HMO living accommodation (subject to receiving the necessary planning consent from Walsall Metropolitan Borough Council).

The property lies 0.6 of a mile from Junction 9 of the M6 Motorway, allowing ease of access to the National Motorway Network.

Accommodation:
Basement

(not inspected)

Ground Floor

Entrance Hall, Kitchen, Dining Room, Lounge,

Bathroom One, Bathroom Two, Bedrooms 1-12 and Lift.

First Floor

Stairs and Landing, Bathroom One, Bathroom Two, Bedrooms 14 - 31 and Lift.

Second Floor

Stairs and Landing, Manager's Office, Staff Room, Maintenance Office, Food Store and Two Archive Storage Areas.

Outside:
Front: Gated foregarden and parking area

Rear: Gardens

Legal Documents: Available at www.cottons.co.uk
Viewings: Via Cottons - 0121 247 2233


LOT 42

Long Leasehold Residential Investment/Development Opportunity

*Guide Price: £50,000 - PLUS (+Fees)

15 High Street, Brierley Hill, Dudley, DY5 3AA

Property Description:

The property comprises the first and second floors of a three-storey building, currently arranged to provide 8 purpose-built flats, requiring comprehensive repair, improvement and modernisation.

All of the flats are self-contained and are approached via an entrance at the side of the building, leading off Bell Street South.

The property is located three miles south west of Dudley Town Centre, on the fringe of Brierley Hill, in a mixed use, retail and residential area. Merry Hill Centre is located approximately half a mile to the east of the property.

The premises form part of a three-storey building with brickwork cladding to the elevations and a flat roof.

The flats have fallen into a state of significant disrepair and the Local Authority have served Notices requiring the owners and occupiers to provide vacant possession.

We believe that, following a programme of carefully planned repair and improvement, and upon applying firm management policy and principles, the flats could be let so that occupation could be resumed when it is anticipated the premises could provide a healthy rental income.

The property is likely to be of interest primarily to Investors and Developers.

Accommodation:

We have been unable to inspect the premises and so cannot present a comprehensive Schedule of Accommodation.

We are informed by the Vendor that both the first and second floors are each arranged to provide four one bedroom flats.

Therefore, the property provides total accommodation of eight one bedroom flats.

Title Information:

The property is available by way of a lease for a term of 250 years from completion, at an annual Ground Rent of one peppercorn, without review or escalation.

The lease is to be drafted on tenants full repairing and insuring terms.



Tenancy Details:

The Vendors inform us that the property has previously been subject to a series of residential tenancies, created on Assured Shorthold Tenancy Agreements, although many of the tenants appear to be out of occupation.

The Local Authority have served on the Vendor and the various occupiers within the property a Closing Order, requiring them to vacate the property on the basis the accommodation is unfit for occupation.

All interested parties are advised to refer to the Legal Pack, which contains a copy of the Local Authority's Notice, along with the Notices our clients solicitors have served on the various occupiers, requiring vacant possession to be given.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 43

Freehold Residential Investment

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

96 Ashley Street, Bilston, West Midlands WV14 7NN

Property Description:

A traditional end terraced house of two storey brick construction surmounted by a pitched tile clad roof, set back from the road behind a small walled foregarden.

The property benefits from UPVC double glazed windows and external doors, gas fired central heating and three bedrooms.

Ashley Street leads directly off Mount Pleasant which in turn leads off Wellington Road (A41) and the property is conveniently within approximately one third of a mile from Bilston Town Centre and two and a half miles to the south east of Wolverhampton City Centre.

The property is currently let on Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum).

Accommodation Ground Floor

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

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Small walled foregarden
Rear: Yard and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 44**Freehold Vacant Semi-Detached House with Three Bedrooms**

*Guide Price: £168,000 - £178,000 (+Fees)

40 Studland Road, Birmingham, West Midlands B28 8NW**Property Description:**

A three bedroom semi-detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned garden. The property benefits from having UPVC double glazing and gas fired central heating however does require some modernisation and improvement. The property is situated in the popular residential suburb of Hall Green, Studland Road is located off both Lulworth Road and School Road the latter being found off Fox Hollies Road (A4040) and is conveniently within one mile from local services and amenities on Stratford Road (A34) and Acocks Green shopping centre.

Accommodation:**Ground Floor**

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, WC having low level WC and wash basin, Stairs,

First Floor

Landing, 3 Bedrooms and Bathroom having panelled bath, wash basin and separate WC

Outside:

Front Lawned foregarden

Rear Lawned garden and garage

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 45

Freehold Shop/Maisonette Investment - Part Vacant Possession

*Guide Price: £210,000 - £230,000 (+Fees)

By Instruction of The Joint LPA Receivers

168 School Road, Hall Green, Birmingham, B28 8PA



Property Description:

A Freehold Shop and Residential Investment property, currently producing £11,400 per annum, exclusive, with potential for significant improvement upon the letting of the vacant maisonette.

The property comprises a prominent three-storey building, located at the end of a parade of neighbourhood shops. Adjacent or nearby traders include a florists, solicitors office, chemist, hairdresser, convenience store and off-licence.

The ground floor retail element of the property is used as a hot food takeaway, trading as Atlantic Fish Bar and is let to a tenant by way of a secure occupational lease.

The first and second floor maisonette is self-contained, being approached via a separate entrance at the front of the building at the side of the shop. The maisonette would benefit from improvement and modernisation and, upon re-letting, the improved rental income should result in added value.

There are two garages to the rear of the property facing Studland Road.

The property occupies a prominent corner position on the northern side of School Road, at its junction with Studland Road, in the Birmingham suburb of

Hall Green, approximately 5 miles south east of the City Centre.

The building is of three-storey brickwork construction, with a pitched tiled roof.

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

Accommodation:

Shop:

Ground Floor

Retail Area: 26.9 sq m (290 sq ft)

Preparation Room: 15.8 sq m (170 sq ft)

Potato Preparation Room: 19.5 sq m (210 sq ft)

Toilet with wc and washbasin, Understairs Store.

Total Net Internal Area: Shop - Ground

Floor: 62.2 sq m (670 sq ft)

Maisonette:

Ground Floor

Entrance Lobby, with staircase leading to:

First Floor

Landing, Kitchen, Inner Lobby, Living Room and Bathroom/Toilet with modern white suite comprising PVC bath, ceramic washbasin and low flush wc.

Second Floor

Landing and Two Double Bedrooms.

Outside:

Disused Out-house (former Toilet), Two Vacant Garages, approached via Studland Road.

Tenure:

The property is offered Freehold, subject to an occupational lease in respect of the ground floor shop and with Vacant Possession of the first and second floor maisonette.

Tenancy Details:

The ground floor lock-up shop is subject to an occupational lease drafted on effective tenants full repairing and insuring terms, for a term of 11 years with effect from 9th July 2012. The contractual term of the lease, therefore expires 8th July 2023.

The current rent passing stands at £11,400 per annum, exclusive, subject to upwards-only review with effect from 9th July 2022.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 46**A Freehold Vacant End Terraced Cottage with Three Bedrooms**

*Guide Price: 180,000 - PLUS (+Fees)

69 High Street, Hampton-in-Arden, Solihull, B92 0AE**Property Description:**

A period built Grade II Listed end terraced cottage thought to date from 1875 and occupying a prominent position in a picturesque village of Hampton in Arden and set back from the roadside behind a mature front garden.

The property occupies a very good size plot with a lawned front garden, driveway to the rear and large private rear garden and requires refurbishment and modernisation throughout.

Hampton in Arden is around ten miles south east of Birmingham City Centre and four miles from Solihull and is a highly attractive and sought after village with a prominent ancient church and the property falls within the Hampton in Arden Conservation Area.

The Village is popular with commuters whereby the village Railway Station is a couple of minutes walk away and there are regular train services to Birmingham New Street, Coventry and London Euston.

Ground Floor

Lounge, Kitchen, Shower Room, WC, Lobby and Verandah.

First Floor

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

Outside:

Front: Lawned foregarden extending to side.

Rear: Large garden and Driveway providing off road parking

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 47

Freehold Vacant Three Bed Semi Detached House

*Guide Price: £88,000 - £96,000 (+Fees)

115 Sandbeds Road, Willenhall, West Midlands WV12 4EX

Property Description:

A 3 bedroom semi-detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazed windows and gas fired central heating however does require some modernisation and improvement. Sandbeds Road is a continuation of both Clarkes Lane and Bloxwich Road North (A462).

Accommodation:

Ground Floor

Entrance Hall, Lounge, Dining Room, Kitchen and WC, Stairs

First Floor

3 Bedrooms and Shower Room having shower cubicle, wash basin and separate WC

Outside:

Front: Lawned foregarden

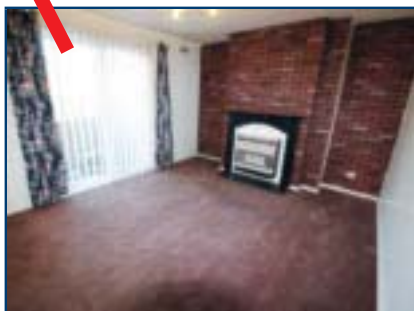
Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2333



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LOT 48**Freehold Vacant Semi Detached House with Three Bedrooms**

*Guide Price: £100,000 - PLUS (+Fees)

48 Corporation Street, Wednesbury, West Midlands WS10 9AQ**Property Description:**

A semi detached house of two storey brick construction surmounted by a pitched slate clad roof, occupying a sizeable plot with large rear garden and providing well laid out accommodation benefiting from part gas fired central heating, UPVC double glazed windows and off road parking but requiring extensive repair and refurbishment throughout. The property forms part of an established residential area and Corporation Street leads directly off Hydes Road which in turn leads off Walsall Street (A461) and the property is conveniently within a quarter of a mile from Wednesbury Town Centre and approximately one mile from Gallagher Retail Park and The M6 Motorway (junction 9).

Accommodation:**Ground Floor**

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

First Floor

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

Outside:

Front: Tarmacadam forecourt providing off road car parking extending to the side

Rear: Yard and large garden.

Viewings: Via Cottons – 0121 247 2233

Legal Documents: Available at www.cottons.co.uk


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LOT 49

Freehold Mid Terraced House with Two Bedrooms

*Guide Price: £60,000 - £65,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

46 Margaret Avenue, Halesowen, West Midlands B63 4BX

Property Description:

A mid terraced house of two storey rendered brick construction surmounted by a pitched tile clad roof, set back behind a paved forecourt and benefiting from gas fire central heating but requiring complete modernisation and improvement throughout. Margaret Avenue comprises of a cul-de-sac leading off Alexandra Road which in turn leads off Stourbridge Road (A458) and the property is located approximately one mile to the west of Halesowen Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Kitchen, Rear Entrance Hall, Separate Toilet

First Floor

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

Outside:

Front: Paved forecourt providing off road parking
Rear: Long garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 50

Freehold Vacant Semi Detached House with Two Bedrooms

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

By Instruction of Dudley Metropolitan Borough Council

138 Green Park Road, Dudley, West Midlands DY2 7LY

Property Description:

A semi detached house of two storey brick construction surmounted by a hipped slate clad roof, set back behind a lawned foregarden and benefiting from replacement UPVC windows but requiring complete repair and modernisation throughout. Green Park Road forms part of a residential estate known as Kates Hill and the property is located approximately one mile east of Dudley Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Kitchen, Rear Entrance Hall, Separate Toilet

First Floor

Stairs and Landing, Two Bedrooms, Bathroom with wc

Outside:

Front: Lawned foregarden, pedestrian access to rear
Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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We are currently updating our mailing list so,
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TUESDAY 27th MARCH 2018

at Aston Villa Football Club, Aston Villa, Birmingham.

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and hand it to us at the auction or post it to us at the address provided.

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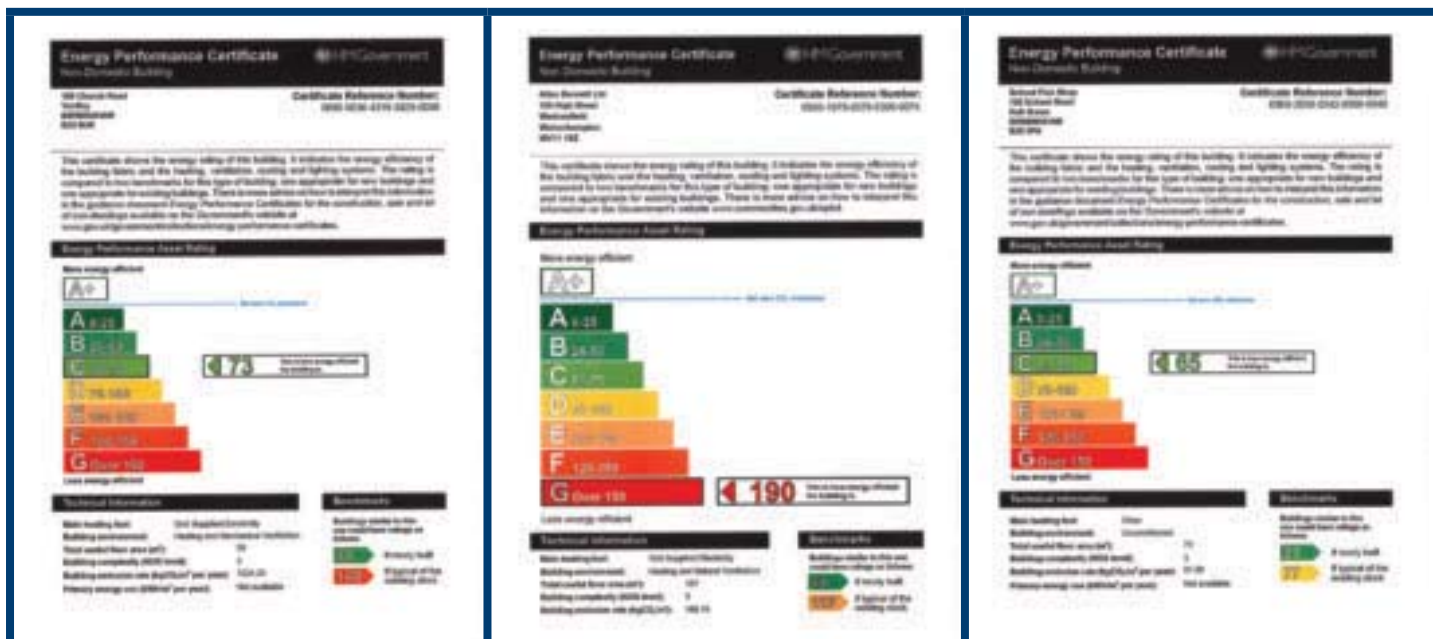
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**Lot 9****Lot 22****Lot 45**

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OFFERS

We welcome pre-auction offers which will be submitted to the sellers for their consideration. Upon receipt of the sellers decision, when possible we will as a matter of courtesy advise accordingly.

All offers are to be submitted in writing, this can be emailed to us at **auctions@cottons.co.uk**

Please provide your full name, address and contact number together with details of the offer you wish to submit.

All pre-auction offers are void on the day of our auction if not accepted prior to the auction date.

For any further details please call the **Auction Team** on **0121 247 2233**

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**
(please one tick) ☐ **PROXY**
(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"/>

Please provide your bank details for refund on un-successful bids.

Name of Account Holder Account No. Sort Code

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, via BACS payment to the account details provided above or if not completed by cheque to the bidder information above.



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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the calculated on a daily basis for each subsequent day's delay in payment);

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

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

(e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and

(f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies. G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

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

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

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

G23. Rent reviews

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

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