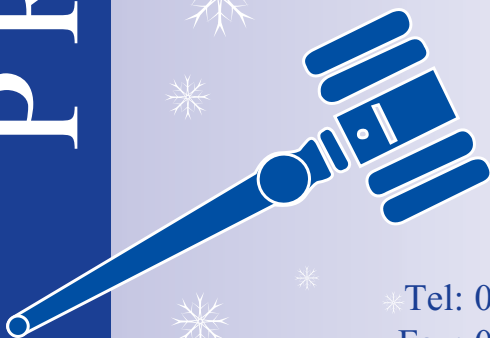


PROPERTY AUCTION

Cottons
Chartered Surveyors

**THURSDAY
1ST DECEMBER 2011
AT 11.00 AM**

**ASTON VILLA
FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE**



*Tel: 0121 247 2233
Fax: 0121 247 1233

E-mail: auctions@cottons.co.uk

IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

CONDITION OF SALE

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

AUCTIONEERS ADVICE

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

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. 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 fitments, drains and any other pipework, appliances, heating systems and electrical fitments. Prospective purchasers are advised to undertake their own investigations.
6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.
7. Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which the seller might be prepared to sell at the date of the guide price but guide prices may change. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.
8. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.
9. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property that they have purchased. The Auctioneers have arranged, through their special "Auction Block Policy", insurance cover for all Lots for a period of 28 days, from the auction date. This insurance is subject to confirmation by the purchaser within 30 minutes of the sale. A certificate of cover, will be issued upon payment of a nominal premium.
10. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.
11. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.
12. If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.
13. The Auctioneers reserve the right to photograph successful bidders for security purposes.
14. The successful bidder will be required to pay an Administration Fee of £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT.
15. 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.

FOOTNOTE

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

A COLLECTIVE AUCTION SALE OF 78 LOTS

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

By instruction of a variety of Vendors including Banks,
Receivers, Insolvency Practitioners, Local Authorities,
Solicitors, Joint Property Agents, Companies
and Private Clients.

ORDER OF SALE

Lot	Property	
1	122 WHITACRE ROAD, BORDESLEY GREEN	Freehold Vacant Residential
2	11 WALMER GROVE, ERDINGTON	Freehold Vacant Residential
3	35 BRIAN ROAD, SMETHWICK	Freehold Vacant Residential
4	17 TOWER ROAD, TIVIDALE	Freehold Vacant Residential
5	46 BILHAY LANE, WEST BROMWICH	Freehold Vacant Residential
6	3 IVY ROAD, HANDSWORTH	Freehold Vacant Commercial
7	35 ROBERT WYND, BILSTON	Leasehold Vacant Residential
8	50 CARISBROOKE DRIVE, STAFFORD	Freehold Vacant Residential
9	95 WRENS NEST ROAD, DUDLEY	Freehold Vacant Residential
10	7 ALDWYN AVENUE, MOSELEY	Freehold Vacant Residential
11	47 DOGPOL LANE, STIRCHLEY	Freehold Vacant Residential
12	144 WATTVILLE ROAD, HANDSWORTH	Freehold Vacant Residential
13	98 IVYHOUSE LANE, BILSTON	Freehold Vacant Residential
14	41 CATESWELL ROAD, HALL GREEN	Freehold Vacant Residential
15	620A BRISTOL ROAD SOUTH, NORTHFIELD	Freehold Redevelopment Opp
16	UNIT B, NEW STREET, SMETHWICK	Freehold Vacant Commercial
17	87 HOLLYHOCK ROAD, ACOCKS GREEN	Freehold Vacant Residential
18	LAND ADJ TO PORTWAY HILL, OLDBURY (ADJ B69 1PQ)	Freehold Land
19	BRIDLEWISE, WHARF LANE, LAPWORTH	NOT OFFERED
20	56 BRIDGE HOUSE, WATERSIDE, SHIRLEY	Leasehold Commercial
21	DEVELOPMENT AT SPRINGFIELD ROAD, SOLIHUL	Freehold Development Land
22	53 STAFFORD STREET, DUDLEY	Freehold Vacant Commercial
23	52 SWAN STREET, DUDLEY	Freehold Vacant Residential
24	21 WILLMORE ROAD, HANDSWORTH WOOD	Freehold Vacant Residential
25	29 WILLMORE ROAD, BIRMINGHAM	Freehold Vacant Residential
26	5 NADEN ROAD, LOZELLS, BIRMINGHAM	Freehold Vacant Residential
27	23 NADEN ROAD, LOZELLS, BIRMINGHAM	Freehold Vacant Residential
28	FORMER PARK VIEW HOTEL, 11 - 14 WATERSIDE, EVESHAM	Freehold Vacant Possession
29	WILLENHALL LEISURE CENTRE, BATH STREET, WILLENHALL	Freehold Vacant Possession
30	DELVES CLINIC, THE BROADWAY, WALSALL	Freehold Vacant Possession
31	LAND REAR OF 11A CROMWELL STREET, COVENTRY	Freehold Land
32	LAND AT 47 & 49 WARWICK STREET, EARLSDON, COVENTRY	Freehold Land with Potential
33	FORMER ENGINEERS HOUSE, BLACKBERRY LANE, WYKEN	Freehold Vacant Residential
34	FORMER CARETAKERS HOUSE, BLACKBERRY LANE, WYKEN	Freehold Vacant Residential
35	DATASCAN HOUSE, HARRIS BUSINESS PARK, HANBURY ROAD, STOKE PRIOR	Freehold Vacant Commercial
36	38 WEST PARK AVENUE NORTHFIELD, BIRMINGHAM	Freehold Vacant Residential
37	6 PETWORTH CLOSE, WILLENHALL,	Freehold Vacant Residential
38	13 CAMBERLEY, BEACON VIEW ROAD, WEST BROMWICH	Leasehold Residential Investment
39	58 BRIDGE HOUSE, WATERSIDE, SHIRLEY	Leasehold Commercial



40	90 STECHFORD LANE, BIRMINGHAM	Freehold Vacant Commercial
41	127 SMITHS FLOUR MILL, WOLVERHAMPTON STREET, WALSALL	Leasehold Vacant Residential
42	45 CORPORATION STREET, WALSALL	Freehold Vacant Residential
43	MERECROFT, SEAFIELD LANE, ALVECHURCH, BIRMINGHAM	Freehold Vacant Residential
44	78 WESTLEY ROAD, ACOCKS GREEN	Freehold Vacant Residential
45	41 NELSON ROAD, ASTON, BIRMINGHAM	Freehold Vacant Residential
46	216 HALESOWEN ROAD, CRADLEY HEATH	Freehold Vacant Commercial
47	UNIT 3, MARKET SQUARE, WOLVERHAMPTON	Leasehold Vacant Commercial
48	23 WINWOOD ROAD, ROWLEY REGIS	Freehold Vacant Residential
49	UNIT F4 CENTRAL TRADING ESTATE, HOPE ST/ CHURCHFIELD ST, DUDLEY	Freehold Vacant Commercial
50	46 TRAFALGAR COURT, TIVIDALE, OLDBURY	Leasehold Residential Investment
51	84 FOURTH AVENUE, WOLVERHAMPTON	Freehold Vacant Residential
52	5A & 6 SALOP STREET, WOLVERHAMPTON	Freehold Commercial/Residential Investment
53	UNITS @ MARTINS HILL STREET, DUDLEY	Freehold Vacant Commercial
54	76 MONINS AVENUE, TIPTON	Freehold Vacant Residential
55	11 SUTTON OAK ROAD, SUTTON COLDFIELD	Leasehold Vacant Residential
56	10 WOODHOUSE STREET, STOKE-ON-TRENT	Freehold Development Opp
57	1A HALLCHURCH ROAD, DUDLEY	Freehold Vacant Commercial
58	LAND REAR OF BLUE ROCK PLACE (OFF IVY HOUSE ROAD)	Freehold Land
59	56 WOODLAND ROAD, HANDSWORTH	Freehold Vacant Residential
60	172 HAMSTEAD ROAD, GREAT BARR	Freehold Vacant Residential
61	4 PADDOCKS ROAD, HOLLYWOOD	Freehold Ground Rents
62	15 PADDOCKS ROAD, HOLLYWOOD	Freehold Ground Rents
63	PORTFOLIO OF FREEHOLD RENT CHARGES IN RESPECT OF 80 HOUSES IN CREW, CHESHIRE	
64	71 MARKET STREET, STOURBRIDGE	Freehold Commercial
65	APT 211 ORION BUILDING, 90 NAVIGATION STREET, BIRMINGHAM	Leasehold Vacant Residential
66	13 OLD GRANGE ROAD, SPARKHILL	Freehold Vacant Commercial
67	167 BORDESLEY GREEN EAST, BORDESLEY GREEN	Freehold Commercial
68	5 FANSHAW ROAD, ACOCKS GREEN	Freehold Vacant Residential
69	179 ALDRIDGE ROAD, PERRY BARR	Freehold Vacant Residential
70	104 LOWE AVENUE, WEDNESBURY	Freehold Vacant Residential
71	8 MARJORIE AVENUE, WALKERS HEATH, KINGS NORTON	Freehold Residential
72	YARD ADJACENT TO 17 LEWIS STREET, TIPTON	Freehold Vacant Land/Yard
73	BUILDING PLOT OFF ARLESTON AVENUE, WELLINGTON	Freehold Building Plot
74	24 BROUGHTON ROAD, HANDSWORTH, BIRMINGHAM	Freehold Vacant Residential
75	61 CASTLEFORD ROAD, SPARKHILL	Freehold Vacant Residential
76	59 MADISON AVENUE, HODGEHILL	Freehold Vacant Residential
77	199 HIGH STREET, SMETHWICK	Freehold Investment
78	559 WASHWOOD HEATH ROAD, WASHWOOD HEATH	Freehold Vacant Residential

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

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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.



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

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 1.95% surcharge is payable.

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

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

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

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

- **Credit Card Payments or Business Card**
(Please note we only accept Visa and MasterCard)
(credit card payments are subject to a surcharge of 1.95%) All cards must be Chip & Pin enabled.

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

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

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

AUCTION DEPOSITS

Auction deposits may be paid by the following methods

Bank/Building Society draft

*Debit/Credit Card
(credit card payments subject to a surcharge of 1.95%)*

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 1.95% surcharge is payable.

*Personal/Company Cheque
(All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)*

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



122 Whitacre Road, Bordesley Green, Birmingham, B9 5NN

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having part UPVC double glazing and gas fired central heating. Whitacre Road is located off Pretoria Road which in turn can be found off Bordesley Green (B4128).

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen and Bathroom having panelled bath, washbasin and wc.

First Floor:

Three Bedrooms.

Outside:

(Front) Walled fore-garden
(Rear) Paved garden and shed



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

11 Walmer Grove, Erdington, Birmingham B23 7SS

Property Description:

A mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from part gas fired central heating and part UPVC double glazed windows but requiring modernisation and improvement throughout. Walmer Grove comprises of a cul-de-sac which leads directly off Gipsy Lane and which in turn leads off Marsh Hill (A4040). Erdington Shopping Centre is located within approximately one and a half miles distance.

Accommodation:

Ground Floor:

Porch, 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 with scope for providing off road parking
(Rear) Predominantly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



35 Brian Road, Smethwick, West Midlands B67 7LQ

Property Description:

A traditional semi detached house of part rendered brick construction surmounted by a hipped slate clad roof, benefiting from three bedrooms and gas fired central heating. Brian Road leads off Marion Road and the property forms part of a popular residential area located within approximately one mile distance from the M5 Motorway (junction 1) and approximately one and a half miles distance from Bearwood Road Shopping Centre.

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

(Front) Lawned foregarden with shared side access/covered passageway leading to rear

(Rear) Yard, brick built stores and wc and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

ADMINISTRATION FEE

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

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



**17 Tower Road,
Tividale,
Oldbury, West Midlands
B69 1ND**

Property Description:

A semi detached house of traditional brick construction surmounted by a hipped tile clad roof, benefiting from mostly UPVC double glazed windows and gas fired central heating to the majority of rooms but requiring modernisation and cosmetic improvement throughout. The property is situated to the eastern section of Tower Road close to the junction with New Birmingham Road (A4123) and conveniently within approximately one and a half miles distance from the M5 Motorway (junction 2) and two miles distance from Dudley Town Centre.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Breakfast 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) Paved patio with brick store, integral wc and a lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

**46 Bilhay Lane,
West Bromwich,
West Midlands, B70 9RS**

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having part double glazing however does require modernisation and improvement. Bilhay Lane is located off Swan Lane and the Black Country New Road (A41).

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Small Utility Room

First Floor:

Two Bedrooms and Bathroom having panelled bath, washbasin and wc

Outside:

(Front) Walled fore-garden
(Rear) Garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



3 Ivy Road, Handsworth, Birmingham B21 9AP

Property Description:

A single storey Showroom/ Workshop premises with external profile cladding, flat roof and roller shutter protection. The property directly fronts Ivy Road which in turn leads off Soho Road providing access to a wide range of local retail amenities and services.

Accommodation:

Ground Floor:

Workshop/Showroom Premises: 97.68sq.mtrs (1,051sq.ft) having Cloak Room with wc and wash basin

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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Leasehold Vacant Possession **(Option available to purchase the Freehold)**



35 Robert Wynd, Bilston, West Midlands WV14 9SE

Property Description:

A two storey semi detached house of brick construction surmounted by a pitched tile clad roof prominently situated at the junction of Miller Crescent and occupying a substantial corner plot which benefits from vehicular access to a freestanding garage. The property benefits from part gas fired central heating and off road parking but requires modernisation and improvement throughout. Robert Wynd forms part of a residential estate which leads off Hall Lane and which in turn leads off Gorge Road (A463)

Accommodation:

Ground Floor:

Two Reception Rooms, Wet Room and Kitchen

First Floor:

Stairs and Landing, Three Bedrooms and Bathroom

Outside:

(Front) Garden, Large Side Garden containing a Freestanding Garage (Rear) Garden

Leasehold Information:

Lease Term: The grant of a new one hundred year lease from the date of completion

Ground Rent: £250 per annum (escalating every 20 years)

Important Note: An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option must be exercised by 26th January 2012. Please refer to the legal pack for full details.

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 site boundaries.




50 Carisbrooke Drive, Stafford, ST17 9JY
Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a block paved driveway allowing for off road parking. The property benefits from having UPVC double glazing, gas fired central heating and modern kitchen and bathroom fitments. Carisbrooke Drive is located off Sundown Drive.

Accommodation:
Ground Floor:

Entrance Hallway, Lounge, Kitchen/ Diner

First Floor:

Two Bedrooms and Bathroom having panelled bath and electric shower above, washbasin and wc.

Outside:

(Front) Block paved driveway allowing for off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233


95 Wrens Nest Road, Dudley, DY1 3LL
Property Description:

A presentable end terraced house of brick construction, surmounted by a pitched roof and benefitting from upvc double glazed windows, gas fired central heating, a range of modern kitchen fitments, conservatory and off road car parking. Wrens Nest Road forms part of an established residential area located between The Broadway and Sedgley Road, close to Wrens Nest Park and within approximately two miles distance from Dudley Town Centre.

Accommodation:
Ground Floor:

Reception Hall, Living Room, Kitchen with range of modern fitted units, Conservatory

First Floor:

Stairs and Landing, Two Bedrooms, Bathroom with panelled bath having

shower over, pedestal wash basin and wc

Outside:

(Front) Lawned foregarden and

driveway providing off road

(Rear) Patio and lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 10**Freehold Vacant Possession****7 Aldwyn Avenue,
Moseley, Birmingham
B13 8HB****Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from gas fired central heating and mostly UPVC double glazed windows but requiring some modernisation and improvement. The property is located by way of a pedestrian walk way which leads off Tudor Road between numbers 12 and 14 and forms part of a popular residential area located within a short distance from Moseley Shopping Centre.

Accommodation:**Ground Floor:**

Front Reception Room, Inner Hall, Rear Reception Room, Kitchen, Shower Room with shower cubicle, pedestal wash basin and wc

First Floor:

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

**Outside:**

(Front) Pedestrian access off Tudor Road to a foregarden

(Rear) Yard area and paved garden with rear pedestrian access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 11**Freehold Vacant Possession****47 Dogpool Lane, Birmingham, B30 2XH****Property Description:**

A four bedroomed end terraced property of brick construction surmounted by a hipped tiled clad roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating and further benefits from having off road parking accessed off Manilla Road. The property is located on the corner of Dogpool Lane and Manilla Road the former being accessed off Pershore Road (A441).

Accommodation:**Ground Floor:**

Entrance Hallway, Lounge, Dining Kitchen and Bathroom having panelled

bath, washbasin, wc and shower cubicle

First Floor:

Four bedrooms

Outside:

(Rear) Garden and off road parking accessed off Manilla Road.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 12**Freehold Vacant Possession**

**144 Wattville Road,
Handsworth,
Birmingham B21 0DP**

Property Description:

A three bedroomed mid-terraced property of rendered brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating. Wattville Road is located off Hollyhead Road (A41).

Accommodation:**Ground Floor:**

Entrance Hall, Lounge, Dining Room, Kitchen, Inner Lobby and Bathroom having panelled bath, washbasin and wc

First Floor:

Three Bedrooms

**Outside:**

(Rear) Yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 13**Freehold Vacant Possession**

**98 Ivyhouse Lane, Bilston,
West Midlands WV14 9LA**

Property Description:

A traditional semi detached house of rendered brick construction surmounted by a hipped replacement tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating and off road car parking. The property is situated to the western section of Ivyhouse Lane which leads directly off Birmingham New Road (A4123) and the property is conveniently within approximately three miles distance to the south of Wolverhampton City Centre.

Accommodation:**Ground Floor:**

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

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom

Outside:

(Front) Block paved forecourt providing off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





41 Cateswell Road, Hall Green, Birmingham, B28 8NB

Property Description:

A semi-detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a concrete fore-garden. The property benefits from having UPVC double glazing however does require some modernisation and improvement. Cateswell Road is located off both Shaftmoor Lane (B4217) and the Stratford Road (A34) close to the junction with Colebank Road.

Accommodation:

Ground Floor:

Entrance hallway, lounge, rear reception room with wc off, dining room and kitchen (no fitments)

First Floor:

Three Bedrooms and Bathroom having shower cubicle (no further fitments)

Outside:

(Front) Concrete fore-garden

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Guide Price £100,000 - £105,000





620A Bristol Road South, Northfield, Birmingham B31 2JR

Property Description:

A freehold redevelopment opportunity currently comprising of a rectangular site containing a dilapidated single storey industrial/workshop building directly fronting Bristol Road South and adjacent to a parade of retail units. The property currently benefits from Planning Consent for demolition of the existing unit and erection of a two storey building for use either as a retail shop, office, restaurant or hot food takeaway. The property is situated south of the junction with St Laurence Road fronting the busy Bristol Road South at the entrance to Northfield Shopping Centre and surrounded by a predominantly dense residential catchment area.

Planning:

The property currently benefits from planning consent granted by Birmingham City Council (Ref: 2010/00198/PA) and dated 24th March 2010 for demolition of the existing building and erection of a two storey building with ground floor commercial use for use as either a Retail Shop (Use Class A1) or Financial/Professional (Use Class A2) or Restaurant/Café/ Snack Bar (Use Class A3) or Hot Food Takeaway (Use Class A5). The Architect's plans approved with the planning application detailed a commercial premises comprising of the following:

Proposed Accommodation:

Ground Floor:

Retail Area: 88sq.mtrs (947sq.ft) with wc

First Floor:

Stairs to Storage Accommodation: 72sq.mtrs (775sq.ft)

Outside:

Bin Store and two car parking spaces located to the rear

A copy of the planning consent and Architect's drawings are available for inspection at the Auctioneers' offices or from Birmingham City Council website. The planning history for this property contained on Birmingham City Council website also details a previous planning consent (now superseded) Ref: S/05505/08/FUL and dated 9th December 2008 for the erection of retail shop with self-contained flat above.

Legal Documents:

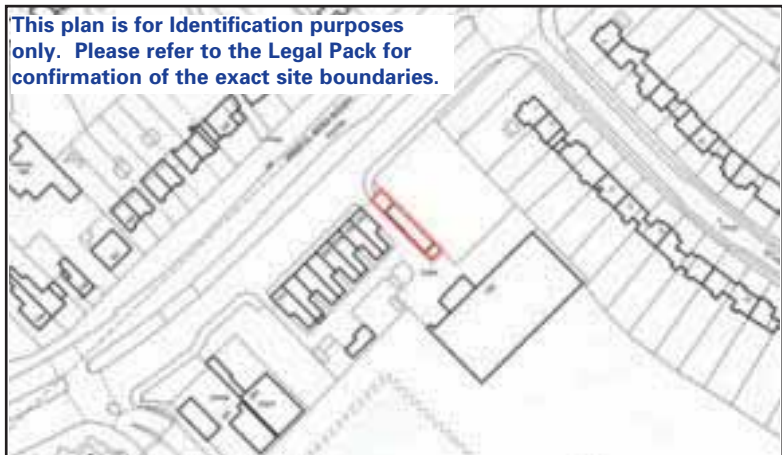
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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





**Unit B New Street, Smethwick,
West Midlands B66 2AJ**

Property Description:

A former church premises of brick construction surmounted by a pitched roof, requiring repair and refurbishment throughout and having accommodation to the ground and mezzanine floors which provide scope for a variety of uses subject to obtaining planning consent. New Street forms part of a predominantly industrial area which leads directly between Soho Way (A457) and Rolfe Street (B4135)

Accommodation:

Ground Floor:

Reception Area, Main Hall and Rear Room, Stairs leading to Mezzanine Floor.

Outside:

Enclosed rear yard with a two storey derelict building and four car parking spaces which are included within the title and located in an adjacent yard area

Gross Internal Area:

Ground Floor: 408sq.mtrs (4,395sq.ft)
Mezzanine Floor: 216.4sq.mtrs (2,329sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**Side Elevation. Yard and Side Buildings
Not Included in the Sale**



87 Hollyhock Road, Acocks Green, Birmingham, B27 7SU

Property Description:

A end terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned fore-garden and driveway giving access to garage. The property benefits from having majority double glazed windows however does require modernisation and improvement. Hollyhock Road is located off York Road which in turn can be found off Fox Hollies Road (A4040).

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen and Sun Room.

First Floor:

Having three bedrooms and bathroom with panelled bath, washbasin and wc

Outside:

(Front) Lawned garden and driveway giving access to garage

(Rear) Brick built store and garden

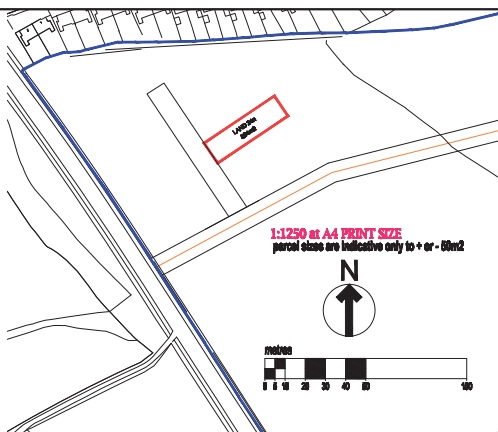
Legal Documents:

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 site boundaries.



Land Adjacent to Portway Hill, Not far from the junction with Lye Cross Road, Oldbury, West Midlands, B69

Description:

The land comprises a rectangular shaped area and fairly level site of about 504m² (0.124 acres). The land lies in a large area of open space bounded by housing to the North, East and South.

Site boundaries have been surveyed and the plot boundaries are set out using GPS survey equipment.

Planning:

The land is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council.

Location

The land is located approximately 1.3 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is approached, coming from the M5, along the A4123 (0.7 miles), then turn left onto Newbury Lane, continue along for 0.8 miles to the traffic lights and turn right onto Portway Hill. The land 60m into the site off an unmarked right of way. The right of way is around 150m South of the Portway Hill / Lye Cross Road junction.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only





Bridlewise, Wharf Lane, Lapworth, Solihull, West Midlands B94 5NR

Property Description:

A traditional three storey end terraced cottage of brick construction surmounted by a pitched tile clad roof and prominently situated at the junction of Wharf Lane and Spring Lane. The property originally comprised of two separate cottages which were merged many years ago to provide the existing four bedroom accommodation which benefits from gas fired central heating.

The property currently requires modernisation and refurbishment throughout and is offered for sale with an additional parcel of garden land located to the east side of Spring Lane.

Wharf Lane forms part of a popular and sought after area and leads directly between Stratford Road (A3400) and Old Warwick Road (B4139)

Accommodation Ground floor:

Reception Hall/Study, Bathroom with bath, Wash basin and wc, Lounge, Kitchen, Sitting Room

First Floor:

Stairs and Landing, Two Double Bedrooms

Second Floor:

Stairs to Two Further Double Bedrooms

Outside:

(Rear) Predominantly lawned garden with brick stores and wc.

An additional parcel of garden land is located to the east side of Spring Lane.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**Long Leasehold Retail/Office Unit
(999 Year Term)
For sale by instruction of the Mortgagees
(Not In Possession)**



**56 Bridge House, Waterside, Dickens Heath,
Shirley, Solihull B90 1UD**

Description:

A ground floor retail shop/office unit forming part of a modern mixed use development set around a courtyard containing an attractive water feature. Waterside is located off Mereways which is a continuation of Rumbush Lane and the property is located close to the Southern boundary of Dickens Heath which comprises of a newly constructed village located to the South West of Solihull and containing a variety of modern housing and apartments along with a range of shops, a school and other public amenities.

Accommodation:

The Auctioneers have not carried out an internal inspection, however believe from previous agency details and from the Valuation Office Agency website that the property comprises of an open plan office, kitchen area and separate wc.

Gross Internal Area: 103.50 sq mtrs
(1114 sq ft).

Important Note: The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place.

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

Leasehold Information:

Term: 999 years from 1st January 2003
Ground Rent and Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewing Access Available





Architects Impression

Freehold Residential Development Site, Springfield Road, Sutton Coldfield B75 7JN

Property Description

An exclusive development opportunity comprising a parcel of freehold residential development land consisting of a former public house car park, beer garden and overgrown grassed area situated adjacent to the Anvil Public House in a predominantly residential area and overlooking open countryside to the south east. The site benefits from wide frontage to Springfield Road and it is rectangular in shape extending to an area of approximately 0.54 acres. The site forms part of a well regarded and popular residential area and is situated close to the junction with Reddicap Heath Road, conveniently within approximately one and a half miles distance from Sutton Coldfield Town Centre.

two storey two bedroomed terraced houses, 5 no. three storey three/four bedroom town houses, and a block of 5 no. two bedroom apartments with associated landscaping and car parking. A schedule of the planning history is outlined overleaf. All relevant planning documents are available for inspection on Birmingham City Council website quoting the application reference number and all interested parties should satisfy themselves fully as to the current planning status by contacting Birmingham City Council Planning Department prior to bidding.

Legal Documents

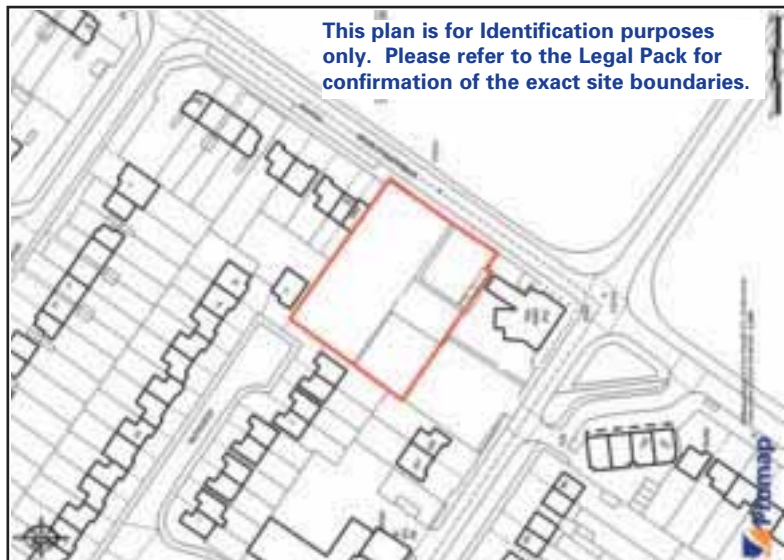
Available at www.cottons.co.uk

Planning

The development proposed is for a mixed scheme comprising of 3 no.

Viewings – Via Cottons

External Only





Application Number	Site Address	Development Description	Status	Date Received	Decision Appeal
2010/03242/PA	Springfield Road Land adjacent to The Anvil Public House Sutton Coldfield Birmingham B75 7JN	Erection of 3 no. two-storey dwellings next to 245a Springfield Road, as replacement for 4 apartments approved under application 2007/05322/PA	Final Decision	09-06-2010	Approve subject to Conditions
2010/01961/PA	Springfield Road land adjacent to The Anvil Public House Sutton Coldfield Birmingham B75 7JN	Changes to house on plot 1, approved originally under ref: 2007/05322/PA	Final Decision	14-04-2010	Approve subject to Conditions
2010/01998/PA	Springfield Road The Anvil Public House Land adjacent to Sutton Coldfield Birmingham B75 7JN	Application for non material amendment to planning approval 2007/05322/PA for alteration to roof line Plots 6-10, and hipped roof over Plot 6 rather than gabled roof, without increasing ridge height, and window positions corrected for Plots 7 and 9	Final Decision	15-04-2010	Approve
2007/05322/PA	Springfield Road The Anvil Public House Land adjacent to Sutton Coldfield Birmingham B75 7JN	Removal of existing garage and car parking, erection of 5 townhouses & 9 apartments with associated landscaping and parking	Final Decision	29-08-2007	Approve subject to Conditions

All relevant planning documents are available for inspection on Birmingham City Council website quoting the application reference number and all interested parties should satisfy themselves fully as to the current planning status by contacting Birmingham City Council Planning Department prior to bidding.

Note: The purchaser will be responsible for the payment of VAT at the current rate on the full purchase price.



COTTONS
THE AUCTIONEERS





Dudley Snooker and Pool Club, 53 Stafford Street, Dudley, West Midlands, DY1 2AB

Property Description:

The property is located on the western side of Stafford Street at its junction with Edward Street close to Dudley Town Centre.

Junction 2 of the M5 Motorway is approximately 5 miles away and the busy well known out of town shopping centre at Merry Hill and Office development at the Waterfront, Brierley Hill are both within 2 miles of the property.

The property comprises former industrial buildings of part two storey and part single storey construction. The buildings are of substantial brickwork construction, with a combination of pitched slate, corrugated asbestos cement sheet and flat mineral felt roofs.

The property has been used as a snooker and pool club for many years. The ground floor is currently arranged to provide a reception, members bar or lounge, three principal snooker

playing areas with 13 tables and ancillary office, toilet and storage accommodation.

The first floor is open plan and is arranged to provide a playing area with 8 or 9 tables and ancillary toilet accommodation.

Accommodation:

Ground Floor:

Gross Internal Area
6,135 sq.ft (569.9 sq.m)

First Floor:

Gross Internal Area
3,324 sq.ft (308.8 sq.m)

Total Gross Internal Area
9,459 sq.ft (878.7 sq.m)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





52 Swan Street, Dudley, West Midlands DY2 9EQ

Property Description:

A traditional semi detached house of brick construction surmounted by a pitched tile clad roof providing well laid out accommodation, benefiting from off road parking and large rear garden but requiring repair and refurbishment throughout. Swan Street leads directly off Cinder Bank (A459) and the property is conveniently located within approximately one and a half miles distance to the south of Dudley Town Centre.

Accommodation:

Ground Floor:

Reception Hall with Cellar leading off, Front Reception Room, Rear Reception Room, Dining Kitchen

First Floor:

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

Outside:

(Front) Small foregarden with gated access to side driveway providing ample off road parking

(Rear) Long rear garden

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 site boundaries.



**21 Willmore Road,
Perry Barr, Birmingham
B23 3JJ**

Property Description:

A three storey mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing. Willmore Road is located off Birchfield Road (A34) and Wellington Road (A4040). The property is within a quarter of a miles distance from One Stop Shopping Centre and the University of Central England.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

Two Bedrooms and Bathroom having panelled bath and wc

Second Floor:

Bedroom Three



Outside:

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

**29 Willmore Road,
Perry Barr,
Birmingham B20 3JH**

Property Description:

A three storey mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating. Willmore Road is located off Birchfield Road (A34) and Wellington Road (A4040). The property is within a quarter of a miles distance from One Stop Shopping Centre and the University of Central England.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen and Shower Room.

First Floor:

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



Second Floor:

Bedroom Three

Outside:

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk

LOT 26**Freehold Vacant Possession****5 Naden Road, Hockley,
Birmingham B19 1DY****Property Description:**

An end terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having majority UPVC double glazing and gas fired central heating. Naden Road is located off both Hunters Road and Soho Hill (A41).

Accommodation:**Ground Floor:**

Lounge, Dining Room, Kitchen

First Floor:

Two Bedrooms and Bathroom having panelled bath, washbasin and wc

Outside:

(Rear) Garden

**Legal Documents:**

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 27**Freehold Vacant Possession****23 Naden Road,
Hockley, Birmingham
B19 1BY****Property Description:**

A mid terraced property of brick construction surmounted by a tiled roof directly fronting to the pavement. The property benefits from having gas fired central heating. Naden Road is located off both Hunters Road and Soho Hill (A41)

Accommodation:**Ground Floor:**

Lounge, Dining Room, Kitchen

First Floor:

Two Bedrooms and Bathroom having panelled bath, washbasin and wc

Outside:

(Rear) Garden

**Legal Documents:**

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 16th February 2012** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



COTTONS
THE AUCTIONEERS





Former Park View Hotel, 11 -14 Waterside, Evesham, Worcestershire WR11 1BS

Property Description:

A substantial three storey former hotel premises occupying a substantial plot extending to an area of approximately 0.63 acres (0.255 hectares) and having prominent frontage to Waterside (B4035) and overlooking both the River Avon and Abbey Park. The property is situated within Evesham Town Centre which contains a variety of retail amenities and services. Evesham itself is located approximately 30 miles south of Birmingham and 16 miles north of Cheltenham and is within approximately 11 miles distance from the M5 Motorway (junction 9). The property is currently in a state of disrepair requiring refurbishment and renovation throughout.

Planning:

The property may be suitable for a variety of uses or redevelopment subject to obtaining the appropriate planning consent. The receivers are in receipt of a letter dated 1st March 2011 from Wychavon District Council stating that they would welcome the re-use of the building as a Hotel but would provide consideration for its conversion into other uses including residential accommodation. All interested parties are strongly advised to contact the local planning department at Wychavon District Council to discuss any proposals which they may have for the site prior to bidding.

Grant Assistance:

The conservation officer at Wychavon District Council indicated in a letter dated 14th October 2011 that grants

are available from the Townscape Heritage Initiative Scheme for eligible applicants from an identified number of properties one of which is the Park View Hotel which could benefit from Heritage regeneration works. Grants will assist with the costs of repairs and restoration work to historic properties.

All interested parties should contact the Conservation Officer, Elaine Artherton on 01384 565 323 to discuss their proposals for the property.

Accommodation:

The accommodation comprises of a range of Function Rooms, Bedrooms and Ancillary Accommodation laid out over three floors. Whilst the auctioneers have not taken measurements, we have referred to the business rate section of the Valuation Office Agency website which lists the following gross internal Areas:

Ground Floor: 456sq.mtrs (4,912sq.ft)
First Floor: 242sq.mtrs (2,608sq.ft)
Second Floor: 135sq.mtrs (1,462sq.ft)
Total: 834sq.mtrs (8,982sq.ft)

Outside:

Vehicular access from Waterside leading to rear car parking area which contains a range of outbuildings including a dilapidated two storey detached coach house

Total Site Area: 0.63 acres (0.255 hectares)

Legal Documents:

Available at www.cottons.co.uk



Viewings:

Via Cottons – 0121 247 2233

Note: The property is in a poor state of repair. Viewing is restricted to ground floor and external areas only. All persons viewing are advised to bring a torch. All parties viewing do so entirely

at their own risk and neither the receivers nor auctioneers accept any liability for any injury or harm caused.



COTTONS
THE AUCTIONEERS



Freehold Vacant Former Leisure Centre for Refurbishment or for Demolition and Redevelopment



Willenhall Leisure Centre and Adjacent Corporation Yard, Bath Street, Willenhall, West Midlands WV13 2EY

Property Description:

A former leisure centre comprising of a substantial brick built inter-war building with a modern extension to the side and formerly comprising of a gymnasium, swimming pool, function room/sports hall and a range of smaller offices, stores, changing rooms and ancillary accommodation. The property also includes an adjacent corporation yard area providing valuable parking and storage amenity. The property is located off Bath Street which in turn leads off Walsall Street and forms part of a mixed area containing a wide range of residential, commercial and retail properties and is situated within close proximity to Willenhall Town Centre. The properties occupy an irregular shaped site extending to a total area of approximately 0.4764 hectares (1.177 acres).

Planning:

The property is considered suitable for a variety of uses subject to obtaining the appropriate planning consent from the local planning department at Walsall Council which could include either extensive repair and refurbishment of the existing building and/or a redevelopment of the site or a combination of both. Potential planning uses which have been identified are as follows:

D2: Assembly and Leisure, B1: Business, D1: Non-Residential Institutions (Use Classes Order 2010)
Prospective purchasers are encouraged to discuss their development

proposals prior to bidding with Hannah Thompson, Senior Regeneration Office at Walsall Council on 01922 652 494 or e-mail thompsonh@walsall.gov.uk

Existing Accommodation:

Ground Floor:

Reception Area and a range of Offices and Ancillary Accommodation, Function Room/Sports Hall with Stage, Ladies and Gents Changing Rooms and Toilet Accommodation and a Swimming Pool contained in an attached modern portal framed building.

Mezzanine Floor:

Comprising of former gymnasium

Gross Internal Areas (approximate)

Ground Floor: 1,548sq.mtrs (16,669sq.ft)
Mezzanine Floor: 110sq.mtrs (1,186sq.ft)
Total Site Area: 0.4764 hectares (1.177 acres) approximately

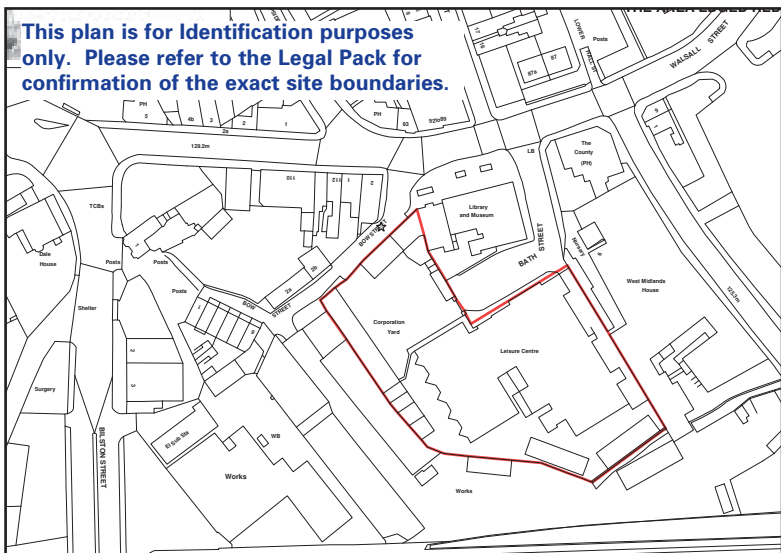
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note: The property is in a poor state of repair and all interested parties viewing this property do so entirely at their own risk. Neither the vendor nor auctioneers accept any liability for any injury or harm caused. Persons viewing this property are recommended to bring a torch.



COTTONS
THE AUCTIONEERS





Delves Clinic, The Broadway, Walsall WS1 3HD

Property Description:

A detached purpose built former clinic of single storey brick construction privately situated in a rectangular site, surrounded by a lawned garden area and ample car parking and extending to an area of approximately 0.8 acres (0.3246 hectares). The site is accessed from The Broadway by way of a driveway included within the title, part of which is subject to third party rights of way over leading to adjacent allotment gardens. The property has been generally well maintained throughout and is currently laid out to provide a range of offices with ancillary accommodation benefiting from UPVC double glazed windows and gas fired central heating. The property forms part of a popular and predominantly residential area and is conveniently located within approximately one mile distance from both Walsall Town Centre and the M6 Motorway (junction 9).

Accommodation:

Ground Floor:

Reception Area with secure corridors leading off, a range of Eleven Separate Offices with Ancillary Kitchen, Toilet and Store Room Accommodation

Outside:

Tarmacadam car parking area, surrounding well maintained lawned gardens and a secure pedestrian right of way providing secondary access from West Bromwich Road
Gross Internal Area: 310.3sq.mtrs (3,340sq.ft) approximately
Total Site Area: (including driveway): 0.8 acres (0.3246 hectares) approximately

Planning:

Planning consent was granted by Walsall Council (Ref: 08/0036/FL) and dated 23rd June 2008 for change of use from medical centre to offices and proposed modular units extension. The property may be suitable for a variety of uses subject to obtaining planning consent and all interested parties are advised to discuss any proposals which they may have for the site prior to bidding with the local planning department at Walsall Council.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Land Rear of 11A Cromwell Street, Coventry CV6 5EY

Description:

A parcel of freehold land roughly rectangular in shape extending to an area of 0.091 acres approximately and currently comprising of part scrub land and concrete hard standing. The land is accessed by way of a driveway included within the title located adjacent to number 11A Cromwell Street and subject to third party rights of way over. Cromwell Street forms part of an established mixed area and leads directly off Red Lane which in turn leads off Stoney Stanton Road (B4109)

Planning:

The site may be suitable for a variety of uses subject to obtaining planning consent. All interested parties should discuss their proposals for the site with the local planning department at Coventry City Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Land at 47 & 49 Warwick Street, Earlsdon, Coventry CV5 6ET

Description:

A parcel of freehold land known as 47 & 49 Warwick Street currently comprising of a car parking area, being rectangular in shape and extending to an area of approximately 0.134 acres. The land forms part of a popular and established area containing a variety of residential and commercial premises. Warwick Street leads off Moor Street which in turn leads off Earlsdon Street and the site is located within approximately three quarters of a mile distance to the west of Coventry City Centre.

Planning:

We are advised by the vendors that subject to design proposals and the provision of other supporting information, the development of up to 2 houses may be acceptable in policy terms.

The site has also been included in Coventry City Councils Draft Strategic Housing Land Availability Assessment Study ref E4 as part of a future residential site.

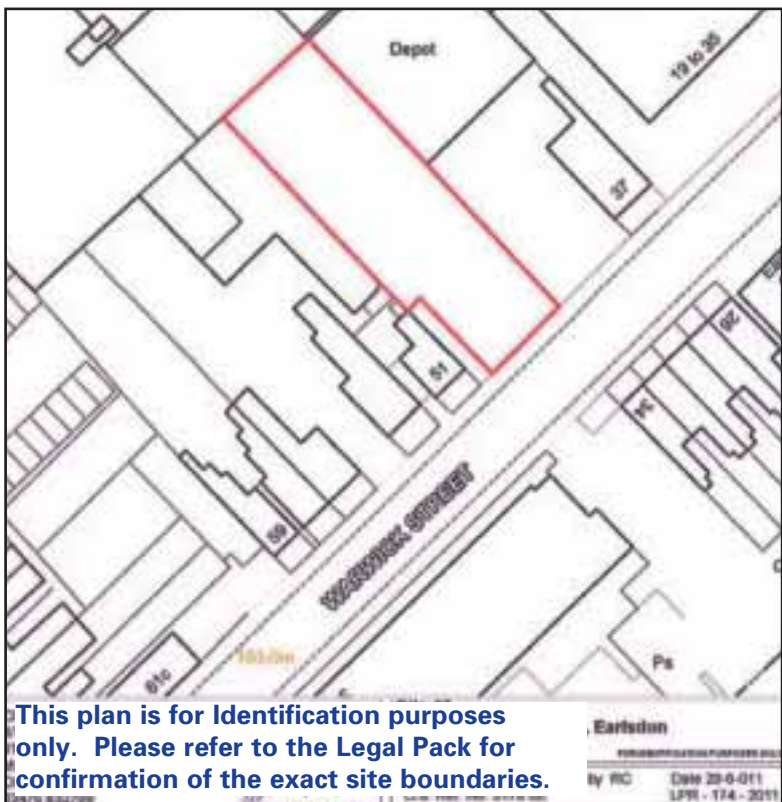
All interested parties should discuss their proposals for the site with the local planning department at Coventry City Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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





Former Engineers House, Blackberry Lane, Wyken, Coventry CV2 3JS

Property Description:

A semi detached house of two storey brick construction surmounted by a pitched roof, occupying a large plot which provides scope for redevelopment. The property is situated in an established residential area located to the eastern section of Blackberry Lane between the junctions of Sewall Highway and Wyken Croft and approximately two and a half miles distance from both Coventry City Centre and the M6 Motorway (junction 2)

Planning:

The property is situated on a large plot containing a side garden which may be suitable for an additional dwelling house. We are advised by the planning department at Coventry City Council that any development will be subject to design proposals and the provision of other supporting information.

All interested parties should discuss their proposals for the site with the

local planning department at Coventry City Council prior to bidding.

Ground Floor:

Reception Hall, Front Hallway/Utility Area, Dining Kitchen, Lounge

First Floor:

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

Outside:

Gardens to front, side and rear

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 site boundaries.



Former Caretakers House, Blackberry Lane, Wyken, Coventry CV2 3JS

Property Description:

A semi detached house of two storey brick construction surmounted by a pitched roof, occupying a large plot which provides scope for redevelopment. The property is situated in an established residential area located to the eastern section of Blackberry Lane between the junctions of Sewall Highway and Wyken Croft and approximately two and a half miles distance from both Coventry City Centre and the M6 Motorway (junction 2)

Planning:

The property is situated on a large plot containing a side garden which may be suitable for an additional dwelling house. We are advised by the planning department at Coventry City Council that any development will be subject to design proposals and the provision of other supporting information.

All interested parties should discuss their proposals for the site with the local planning department at Coventry City Council prior to bidding.

Ground Floor:

Reception Hall, Front Hallway/Utility Area, Dining Kitchen, Lounge

First Floor:

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

Outside:

Gardens to front, side and rear

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 site boundaries.





25a Harris Business Park, Stoke Prior, Bromsgrove, B60 4BD

Property Description:

The property is located on Harris Business Park, Stoke Prior, Bromsgrove, which is approached via Hanbury Road (B4091).

Bromsgrove Town Centre is approximately 2 miles north and Junction 5 of the M5 Motorway is approximately 3 miles away, providing access to the M6, M42 and M40 Motorways.

The property is of two storey brickwork construction, with full height feature glazing to part of the elevations.

The specification includes suspended ceilings with recessed lighting, double glazed windows and doors, comfort cooling, gas fired central heating, with separate boilers for each floor, separate toilet and kitchen facilities on each floor and useful partitioning throughout.

Externally, there are 18 car parking spaces.

Accommodation:

Ground Floor:

Office 2,285 sq.ft (212.3 sq.m)
Kitchen 95 sq.ft (8.81 sq.m)

First Floor:

Office 2,279 sq.ft (211.7 sq.m)
Kitchen 95sq.ft (8.8 sq.m)

Total Net Internal Area
4,754 sq.ft (441.62 sq.m)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 16th February 2012** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.







38 West Park Avenue, Northfield, Birmingham B31 5BQ

Property Description:

A semi-detached property surmounted by a hipped tiled clad roof set back from the road behind a walled fore-garden and driveway allowing for off road parking. The property benefits from having UPVC double glazing. West Park Avenue is located off Hanging Lane and also Bristol Road (A38).

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Conservatory, Kitchen and Lean-to.

First Floor:

Three Bedrooms and Shower Room having shower cubicle, washbasin and wc

Outside:

(Front) Walled fore-garden and driveway allowing for off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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DEPOSITS AND ADMINISTRATION FEE

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

Acceptable payment methods are as follows:

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

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

- Credit Card Payments

(Credit card payments are subject to a surcharge of 2%)

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





6 Petworth Close, Willenhall, West Midlands, WV13 3EE

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned fore-garden and driveway giving access to lean-to and garage. The property benefits from having UPVC double glazing and gas fired central heating. Petworth Close is located off Hawkswell Drive which in turn can be found off Dilloways Lane.

Accommodation:

Ground Floor:

Through Lounge, Kitchen

First Floor:

Two Bedrooms and Bathroom having panelled bath, washbasin and wc

Outside:

(Front) Lawned fore-garden and driveway giving access to lean-to and garage

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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Leasehold Investment



13 Camberley, Beacon View Road, West Bromwich, West Midlands B71 3PF

Property Description:

A duplex flat situated on the First and Second Floor of a substantial purpose built block and offering well laid out accommodation. The property is in a well maintained condition and benefits from UPVC double glazed windows, electric heating and two double bedrooms. Beacon View Road is located off Walsall Road (A4031) and forms part of an established residential area. The property is currently let on an assured shorthold tenancy agreement producing a rental of £400 per calendar month (£4800 per annum).

Accommodation:

Ground Floor:

Communal Entrance with security door entry system and access to lifts

Second Floor:

Communal Landing, Entrance Hall, Lounge, Dining Kitchen, Stairs down to

First Floor:

Hallway with further stairs down to Fire Escape on the Ground Floor, Bathroom

having shower cubicle wash basin and wc, Two Double Bedrooms

Outside:

Communal gardens and parking area

Leasehold Information:

Term: 199 years from 29 September 1990

Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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Long Leasehold Retail/Office Unit (999 Year Term) For sale by instruction of the Mortgagees (Not In Possession)



58 Bridge House, Waterside, Dickens Heath, Shirley, Solihull B90 1UD

Description:

A ground floor retail shop/office unit forming part of a modern mixed use development set around a courtyard containing an attractive water feature. Waterside is located off Mereways which is a continuation of Rumbush Lane and the property is located close to the Southern boundary of Dickens Heath which comprises of a newly constructed village located to the South West of Solihull and containing a variety of modern housing and apartments along with a range

Accommodation:

The Auctioneers have not carried out an internal inspection, however understand that the property comprises of an open plan office with partitioned office area and separate wc.
Net Internal Area: 78.5 sq mtrs (845 sq ft).

Leasehold Information:

Term: 999 years from 1st January 2003
Ground Rent and Service Charge: Refer to legal pack

Important Note: The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place.

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewing Access Available



**90 Stechford Lane, Ward
End, Birmingham
B8 2AN**

Property Description:

A mid terraced retail shop having living accommodation over, set back from the road behind a paved forecourt and situated in a parade of similar units located close to the junction with Stechford Road (B4147). The property is currently trading as a News Agents and Off Licence serving the surrounding predominantly residential catchment area and benefits from gas fired central heating, part UPVC double glazed windows and a garage located to the rear.

Accommodation:

Retail Shop with electric roller shutter door, Lounge/Rear Store, Kitchen and Utility Area

Ground Floor:

Retail Shop with electric roller shutter door, Lounge/Rear Store, Kitchen and Utility Area

First Floor:

Stairs and Landing, Lounge, Bedroom One, Bedroom Two, Bathroom with panelled bath and pedestal wash basin, Separate WC



Outside:

(Front) Paved forecourt providing customer parking

Note: The forecourt contains an advertising hoarding (Please check the legal pack for any licence agreement in place)

(Rear) Concrete yard and brick built garage accessed by way of a rear shared driveway

Legal Documents:

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COTTONS
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127 Smiths Flour Mill, Wolverhampton Street, Walsall, WS2 8DE

Property Description:

A two bedroomed flat situated on the third floor in a purpose built development. The property benefits from having double glazed windows, electric heating and modern kitchen and bathroom fitments and is offered for sale in presentable condition throughout. The property further benefits from having a secure allocated parking space. Smiths Flour Mill is located within a quarter of a miles distance from Walsall Town Centre and within one miles distance from Junction 10 of the M6 Motorway.

Accommodation:

Ground Floor:

Communal Entrance giving access to stairs and lift

Third Floor:

Entrance Hallway, Living Room, Kitchen, Bedroom One with en-suite, Shower Room having shower cubicle, wc and washbasin, Bedroom Two and Bathroom having panelled bath, washbasin and wc.

Outside:

Allocated parking space

Leasehold Information

Lease Term: 125 years from 24th June 2006

Ground Rent: Refer to Legal Pack
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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ID

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

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

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



**45 Corporation Street,
Walsall,
West Midlands WS1 4EZ**

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. Corporation Street can be located off Wednesbury Road and is approximately a quarter of a mile from Walsall Town Centre.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

Two Bedrooms and Bathroom

Outside:

(Front) Walled fore-garden
(Rear) Garden



Legal Documents:

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Viewings:

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Merecroft, Seafeld Lane, Alvechurch, Birmingham B48 7HN

Property Description:

An opportunity to acquire an outstanding rural residence set within approximately 1.989 acres (0.805 hectares) of grounds and requiring refurbishment and improvement. The property has most recently been used as a residential care home. The property is located off Seafeld Lane by a private driveway and provides extensive accommodation, surrounding lawned gardens, hard tennis court, pony paddock and a stable block (the latter benefitting from planning consent for change of use to a single residential dwelling). The surrounding area contains a variety of rural properties and farmland and Seafeld Lane is located a short distance off Alcester Road (A435) approximately one mile distance to the south of the M42 Motorway (junction 3)

Planning:

Planning consent was granted by Bromsgrove District Council on 22/07/2005 (ref: B/2005/0416) for change of use to a residential care home.

Planning consent has recently been granted by Bromsgrove District Council (Ref:11/0557 and dated 28 October

2011) for change of use of existing stables into a single dwelling. A copy of the planning consent is available from the auctioneers offices.

Architects acting for the vendor have submitted a pre application enquiry for conversion of the house into 7 apartments. The planning Officers informal comments were that the principal of the change of use would be acceptable subject to satisfactory spatial distances and suitable amenity spaces being created. All enquiries relating to the property should be directed to the Planning Department at Bromsgrove District Council

Accommodation:

Ground Floor:

Porch Entrance, Reception Hall, Cloak Room with wc, L-Shaped Lounge, Sitting Room, Lounge/Games Room, Formal Dining Room, Dining Kitchen, Rear Entrance Hall, Cloak Room with wc, Utility Room, Former Garage Block converted to Offices/Games Room

First Floor (Main House):

Stairs and Landing Area, Master Bedroom with Balcony and En-suite Shower Room, Bedroom Two (double), Bedroom Three (double) with En-suite





Shower Room, Family Bathroom, Bedroom Four (double), Bedroom Five (double)

First Floor (Over Former Garage):

Bedroom Six/Office/Store with Kitchenette

Outside

(Front) Long paved driveway with island and providing ample off road

parking, (Rear) Extensive lawned gardens, paved yard area, hard tennis court, L-shaped pony paddock and stable/workshop block of concrete block and tile construction.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





78 Westley Road, Acocks Green, Birmingham B27 7UH

Property Description:

A three storey traditional built dwelling house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a walled foregarden and driveway and requiring repair and refurbishment throughout. Westley Road is situated in the centre of Acocks Green running between Fox Hollies Road and Warwick Road and the property is conveniently within approximately 200 metres distance from Acocks Green Town Centre which contains a variety of retail amenities and services.

Accommodation:

Ground Floor:

Through Lounge, Inner Hall, Kitchen, Integral Garage

First Floor:

Stairs and Landing, Three Bedrooms

Second Floor:

Landing giving access to roof void and Attic Bedroom

Outside:

Front: Foregarden and driveway

Rear: Good sized garden with brick outbuildings

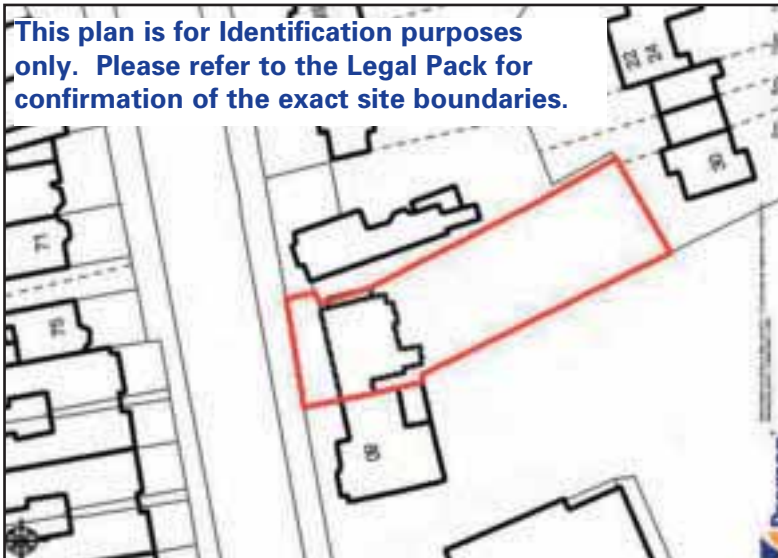
Legal Documents:

Available at www.cottons.co.uk

Viewings:

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



COLIN BOWATER & CO., LLP
Valuers - Surveyors

41 Nelson Road, Aston, Birmingham, B6 6PJ

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating. The property is located between Witton Road (B4140) and Trinity Road.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen and bathroom having panelled bath, wash basin and wc

First Floor:

Three Bedrooms

Outside:

(Rear) Garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

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LOT 46
Freehold Vacant Possession

216 Halesowen Road, Old Hill, Cradley Heath, West Midlands, B64 4HN

Property Description:

The property is located within the retail area of Old Hill, Cradley Heath at Halesowen Road (A459) connecting with Halesowen Town Centre approximately 2 miles to the south east and Dudley approximately 2½ miles to the north.

The property comprises a two storey middle terraced building of brickwork construction with a pitched tiled roof.

The property provides a shop at ground floor level, with living accommodation above.

Accommodation:

Ground Floor:

Retail Sales Area
38.6 sq.m (415 sq.ft)

Preparation Room
16.3 sq.m (175 sq.ft)

Kitchen
7.5 sq.m (81 sq.ft)

Covered Ancillary Storage
15.5 sq.m (167 sq.ft)

Passageway/Storage
6.9 sq.m (74 sq.ft)

Rear Store (including toilet and store cupboards) 47.9 sq.m (516 sq.ft)

Total Ground Floor Area
132.7 sq.m (1,428 sq.ft)



We understand there is also a cellar which has not been inspected

First Floor:

Living Accommodation:

With lounge, two bedrooms, kitchen and bathroom

There is additional first floor accommodation which offers some potential

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Unit 3, Market Square, Wolverhampton, WV3 0NL

Property Description:

A ground floor retail unit forming part of a modern development containing both residential and retail units fronting a busy open market area within Wolverhampton City Centre. Market Square is located between Pitt Street, Worcester Street and Salop Street with the central shopping area only a short distance away.

Accommodation:

The premises are of an open plan design containing a sales area 241.4sq. mtrs (2,598sq.ft), Kitchen 4.1sq. mtrs (44sq.ft), Delivery Access Room 7.5sq.mtrs (81sq.ft), male, female and disabled wc's.

Outside:

Two allocated parking spaces

Total Area:

253.0sq.mtrs (2,723sq.ft)

Leasehold Information:

Term: 150 years from 3 July 2003
Service Charge: Refer to Legal Pack
Ground Rent: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





23 Winwood Road, Rowley Regis, West Midlands, B65 0PG

Property Description:

A four bedroomed mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned fore-garden and driveway allowing for off-road parking. The property benefits from having UPVC double glazing and gas fired central heating. Winwood Road is located off both Harrold Road and Pennecricket Lane which in turn can be found off Oldbury Road (A4034)

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen and Lean-to with wc and store

First Floor:

Four bedrooms and bathroom having panelled bath, washbasin, wc and shower cubicle.

Outside:

(Front) Lawned fore-garden and driveway allowing for off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Notice Completion Dates

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

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





Unit F4 Central Trading Estate, Hope Street, Dudley, West Midlands, DY2 8QX

Property Description:

A two storey workshop premises of traditional brick construction, set back behind a storage yard/car parking area and forming part of an industrial estate. The workshop premises benefit from partial gas fired warm air heating and the ground floor offices benefit from gas fired central heating. Central Trading Estate is accessed at the junction with Hope Street and Churchfield Street and is situated within approximately one quarter of a mile distance to the south west of Dudley Town Centre.

Accommodation:

Ground Floor:

Workshop: Subdivided into two sections each with double vehicular access gates, , Reception Hall, Managers Office, Kitchen, Toilet with wc and wash basin

First Floor:

Ramp Access to Workshop, Partitioned Staff Room, Kitchen, Gents Toilets with wc and Ladies Toilets with wc

Gross Internal Area:

Ground Floor:
196.85 sq. mtrs (2,118 sq ft)

First Floor:
196.85 sq. mtrs (2,118 sq ft)

Total:
393.7 sq mtrs (4,237 sq ft)

Outside:

Storage yard/car parking area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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Note: The completion date will be on Tuesday 31st January 2012





46 Trafalgar Court, Tividale, Oldbury, West Midlands, B69 2JD

Property Description:

A purpose built good sized ground floor flat providing well laid out accommodation and benefiting from electric heating and UPVC double glazed windows and separate garage. Trafalgar Court can be located off the Birmingham New Road and is approximately one mile distance from Burnt Tree Island. The property is currently let on an Assured Shorthold Tenancy at a rental of £75.00 per week (£3,900.00 per annum).

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Bedroom, Kitchen and Bathroom having panel bath, wash basin and wc.

Outside:

Garage and Communal Gardens.

Leasehold Information:

Term: 99 Years from 25 March 1974
Ground Rent: £20 rising to £100
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



84 Fourth Avenue, Wolverhampton, WV10 9PY

Property Description:

A mid-terraced property of rendered brick construction surmounted by a pitched tile clad roof set back from the road behind a fore-garden providing off road parking. The property benefits from having UPVC double glazed windows and gas fired central heating and is offered for sale in a presentable condition. Fourth Avenue is located off both Third Avenue and Showell Road and the property is located within approximately three quarters of a mile distance from Wolverhampton City Centre.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Kitchen

First Floor:

Three Bedrooms and Bathroom having bath, wash basin and wc.



Outside:

(Front) Fore-garden providing off road car parking
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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5A and 6 Salop Street, Wolverhampton, West Midland WV3 0RX

Property Description:

A valuable double fronted investment property comprising of two ground floor retail units along with four self contained flats over (two flats subject to long leasehold interests). The property forms part of Wolverhampton City Centre and is located adjacent to the Market Square development which contains a range of apartments and retail units. Salop Street leads directly off the Ring Road to the south of Chapel Ash Island. We understand the property underwent extensive conversion and renovation works during 2005.

Rental Income:

5A Salop Street (Market Fish Bar):

Let on a 15 year lease from 2nd December 2001 at a rental of £8,000 per annum (3 yearly rent reviews)

6 Salop Street:

Recently let on a 2 year lease from 28th October 2011 at a rental of £8,500 per annum

Flat One:

Let on an Assured Shorthold Tenancy at a rental of £380 per calendar month (£4,560 per annum)

Flat Two:

Let on a long lease for a term of 125 years from 1st January 2006 at a ground rent of £100 per annum

Flat Three:

Let on an Assured Shorthold Tenancy at a rental of £350 per calendar month (£4,200 per annum)

Flat Four:

Let on a long lease for a term of 125 years from 1st January 2006 at a ground rent of £100 per annum

Total Rental Income:

£25,460 per annum

Accommodation:

Ground Floor:

5A Salop Street (Market Fish Bar)
Retail Shop: 32.3sq.mtrs (348sq.ft)
Kitchen: 16.6sq.mtrs (179sq.ft)

6 Salop Street:

Retail Shop/Salon: 47.6sq.mtrs (512sq.ft)

Flat Accommodation:

Shared Entrance to both front and rear elevations leading to Reception Hall, Stairs and Landing

First Floor:

Flat One: (not inspected)

We understand that the property comprises of a one Bedroom self contained flat

Flat Two: (not applicable)

Second Floor:

Stairs and Landing



Flat Three: Reception Hall, Lounge, Open Plan Kitchen with a range of modern fitted units including built in oven, hob and cooker hood, Bathroom with modern suite comprising panelled bath, having shower attachment, vanity wash basin and wc and Double Bedroom.

This property comprises of a well laid out One Bedroom Flat having Electric Heating, Wooden Double Glazed Windows, Modern Kitchen and Bathroom Fitments.

Flat Four: (not applicable)

All flats are self contained having separate electricity meters and security door entry systems

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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COTTONS
THE AUCTIONEERS





Units at Martin Hill Street, adjacent Fusion Night Club, Dudley, West Midlands, DY2 8RT

Property Description:

The property is located on the north side of Martin Hill Street, not far from its junction with Vicar Street, on the fringe of Dudley Town Centre.

The national motorway network is accessible at junction 2 of the M5 motorway approximately 5 miles away.

The buildings are of substantial single storey brickwork and steel frame construction. The external walls are clad mainly in brickwork, part cement render and with the rear wall of one of the units clad in corrugated asbestos cement sheets. The roofs are of the light steel trussed type, with corrugated asbestos cement sheet cladding, lined internally and incorporating Perspex roof lights.

Each unit provides clear, open workshop or warehouse

accommodation, and includes basic reception, office and toilet facilities towards the front.

The units are set back from Martin Hill Street, behind a forecourt suitable for vehicular parking. The units may be serviced via Church Street at the rear.

Accommodation:

Unit 1 (left hand side, facing from the front) 2,327 sq.ft (216.2 sq.m)

Unit 2 (right hand side, facing from the front) 1,536 sq.ft (142.7 sq.m)

Total Gross Internal Area
3,863 sq.ft (358.9 sq.m)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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



LOT 54**Freehold Vacant Possession**

**76 Monins Avenue,
Tipton, West Midlands,
DY4 7XQ**

Property Description:

A three storey four bed roomed end-terraced property of brick construction surmounted by a tiled roof and set back from the road behind a paved foregarden and driveway providing access to garage. The property benefits from having double glazed windows, gas fired central heating and modern kitchen and bathroom fittings. Monins Avenue is located off St. Michaels Way which in turn is found off Tividale Street.

Accommodation:**Ground Floor:**

Entrance hallway, wc, bedroom one and utility room

First Floor:

Kitchen and lounge

Second Floor:

Three bedrooms and bathroom having panelled bath, washbasin and wc

**Outside:**

(Front) Paved fore-garden allowing for off road parking with access to garage
(Rear) Paved Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

**LOT 55****Leasehold Vacant Possession**

**11 Sutton Oak Road, Sutton Coldfield,
West Midlands B73 6PR**

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned fore-garden. The property benefits from having UPVC double glazing and gas fired central heating and further benefits from having a garage located to the rear providing off road parking accessed via a service road. The property does require some modernisation and improvement. Sutton Oak Road is located between Chester Road (A452) and Bakers Lane.

Accommodation:**Ground Floor:**

Entrance Hallway, Lounge, Dining Room and Kitchen

First Floor:

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

Outside:

(Front) Lawned foregarden

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

Leasehold Information:

Term : 99 Years from 25 December 1966

Ground Rent : £30 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





10 Woodhouse Street, Stoke-On-Trent, Staffordshire ST4 1EH

Property Description:

A substantial workshop and office premises of two storey brick construction surmounted by a pitched tile clad roof, prominently positioned at the junction of Woodhouse Street and Bowstead Street forming part of an established mixed use area popular with students and conveniently within approximately half a mile distance from Stoke-On-Trent University and approximately one and a half miles distance from Hanley Town Centre which provides access to a wide range of retail amenities and services.

Planning:

The property benefits from planning consent granted by Stoke-On-Trent City Council Ref: 49594 and dated 30th September 2009 for conversion to five apartments together with elevational alterations. The Architects'

plans approved with the application detailed the conversion to 1 x Two bedroom apartment, 4 x One Bedroom Apartments along with Basement Storage and External Parking Area

Existing Accommodation:

Whilst the auctioneers have not inspected the accommodation we understand it comprises:

Ground Floor: 233sq.mtrs (2,508sq.ft)
First Floor: 233sq.mtrs (2,508sq.ft)
approximately
Basement: 211sq.mtrs (2,275sq.ft)
Total: 677sq.mtrs (7,287sq.ft)
approximately

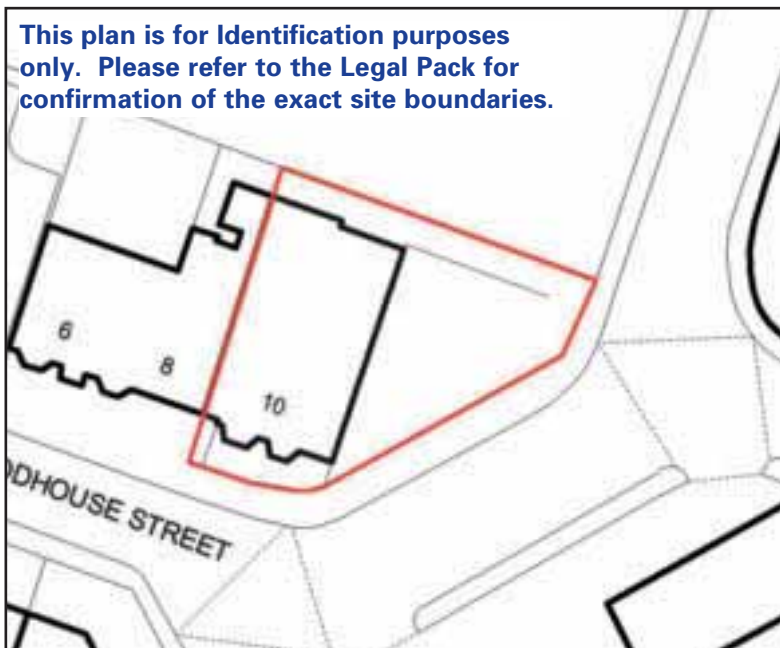
Legal Documents:

Available at www.cottons.co.uk

Viewings:

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





1A Hallchurch Road, Holly Hall, Brierley Hill, West Midlands, DY2 0TG

Property Description:

The property is set back from Hallchurch Road behind a tarmac forecourt providing parking for approximately 6 cars. The property is located within a predominately residential area within 2 miles of Dudley Town Centre. Brierley Hill Town Centre, Merry Hill Shopping Centre and the commercial development at the Waterfront are all located within 2 miles.

The property comprises a former church hall built in approximately 1964 and now converted to office or commercial use.

The property is of part single storey and part two storey rendered brickwork construction. The roof to the main two storey building to the road frontage is of the pitched concrete tile type whereas the roof to the single storey extension at the rear is of the low pitched felt type.

The ground floor is arranged to provide a series of offices and a former

photographic studio, whereas the first floor accommodation is arranged to provide a series of offices. The building includes kitchen and male and female toilet facilities.

The property may be suitable for conversion to residential use, subject to the grant of Planning Consent.

Accommodation:

Ground Floor: 226.7 sq.m (2,440 sq.ft) (which includes 113.6 sq.m (1,223 sq.ft)) the former studio of

First Floor: 97.5 sq.m (1,050 sq.ft)

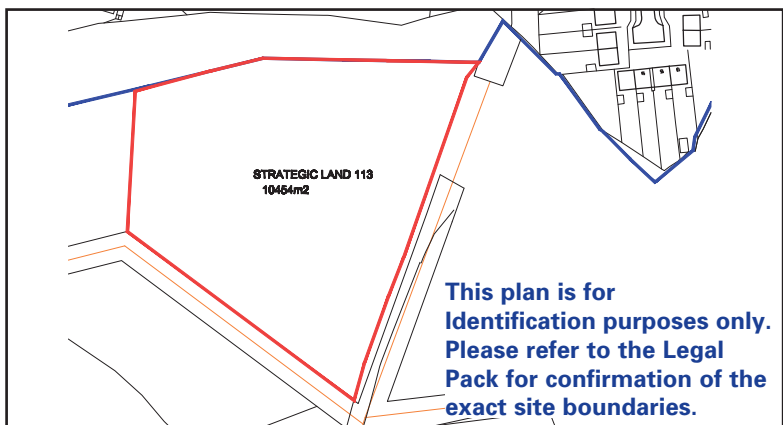
Total Floor Area: 324.2 sq.m (3,490 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Land to the Rear of Blue Rock Place (off Ivy House Road), Rowley Regis, West Midlands (Ref SL113)

Property Description:

The land comprises a sloping irregular shaped unfenced site of about 10,545m² (2.60 acres) lying North to the rear of Blue Rock Place (off Ivy House Road). The land is part of a large area of public open space which is bounded by housing to the South.

Site boundaries have been surveyed and the plot boundaries can be set out for a charge using GPS survey equipment.

Planning

The land is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council.

Location

The land is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is to the South of Bury Hill Park, approached across open land from Portway Hill, Kennford Close or St Brades Close.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



56 Woodland Road, Handsworth, Birmingham B21 0EP

Property Description:

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

Accommodation:

Ground Floor:

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

First Floor:

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



Outside:

(Front) Lawned foregarden

(Rear) Shared entry access to rear yard, brick built stores/wc and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

172 Hamstead Road, Great Barr, Birmingham, B43 5BJ

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a tarmacadam covered fore-garden. The property benefits from having UPVC double glazing, gas fired central heating and modern kitchen and bathroom fitments and is offered for sale in a presentable condition throughout. The property is located on Hamstead Road (B4167) close to the junction with both Tanhouse Avenue and Stanton Road.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen and Bathroom having panelled bath, washbasin and wc

First Floor:

Three Bedrooms



Outside:

(Front) Tarmacadam covered fore-garden

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Freehold Ground Rent, 4 Paddocks Road, Hollywood, Birmingham B47 5ED

Description:

A freehold ground rent secured upon a modern link-detached house of brick construction surmounted by a pitched tile clad roof and located in the popular residential suburb of Hollywood.

The property is subject to a long lease for a term of 99 years from 1st January 1964 and the freeholder is entitled to

receive a ground rent from the lessee of £30 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Freehold Ground Rent, 15 Paddocks Road, Hollywood, Birmingham B47 5EG

Description:

A freehold ground rent secured upon a modern link-detached house of brick construction surmounted by a pitched tile clad roof and located in the popular residential suburb of Hollywood.

The property is subject to a long lease for a term of 99 years from 1st January 1964 and the freeholder is entitled to

receive a ground rent from the lessee of £30 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



A Portfolio of Freehold Rent Charges in respect of 80 Residential Properties located in Holmes Chapel, Crewe, Cheshire CW4

Property Description:

A portfolio of freehold perpetual rent charges secured against 80 residential properties located in Holmes Chapel, Crewe in the county of Cheshire. The freeholder benefits from the perpetual right to receive a rental in respect of each property until, and if at such time, the occupier redeems the charge by a payment to the freeholder of a capital sum. The rents for each property are due half yearly on 24th June and 25th December of each year.

Total Rental Income:

£1,300 per annum (£16.25 per property).

A complete schedule of the rent charges is available for inspection within the legal pack and at the Auctioneers' offices

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

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By instruction of the Mortgagees not in possession Freehold Property



71 Market Street, Stourbridge, West Midlands, DY8 1AQ

Property Description:

A double fronted mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property we believe has been converted to provide 7 office suites and one residential unit. We believe that some of the office suites are currently let however are unable to provide any documentation to warranty this information. Market Street is situated in the centre of Stourbridge and is located off both Bell Street and Talbot Street.

Accommodation:

Please note:

The property has not been fully inspected by the Auctioneers however we believe the accommodation to comprise as follows:

Ground Floor:

Entrance Hallway, Reception Area, Office Suite 1 and 2.

First Floor:

Office Suites 3 to 5, Kitchen and wc.

Second Floor:

Office Suites 6 and 7.

Outside:

Ground Floor (Rear): Residential Flat.

Important Note:

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The Mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies that may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewings





**Apt 211 Orion Building, 90 Navigation Street,
Birmingham B5 4AE**

Property Description:

A well laid out 6th floor apartment located in a modern purpose built development situated within Birmingham City Centre. Located 0.2 miles from Birmingham New Street Station and near shops and amenities provided within its central location.

Accommodation:

Whilst the property has not been inspected at time of print of catalogue we understand via property particulars that the property comprises;

Communal Entrance, Living Room with open plan kitchen, bedroom, bathroom having W.C, wash basin and bath.

Leasehold Information:

Term: 125 Years from 1st January 2003

Ground Rent – Refer to Legal Pack
Service Charges – The managing Agent Mainstay (01905 357 777) have verbally advised our client that the service charges are approximately £1,381 per annum, however we recommend that you still refer to legal pack and make your own investigations.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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**13 Old Grange Road, Sparkhill,
Birmingham B11 4LL**

Property Description:

A triple fronted two storey brick built industrial/warehouse premises containing a range of office and storage/workshop accommodation. The property is situated at the end of Old Grange Road which comprises of a cul-de-sac containing a range of residential and commercial properties and leads directly off Durham Road which in turn leads off Stratford Road (B34) providing access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

A Central Loading Bay and Storage Area, Reception Hall, Three Separate Offices, One Reception Office, Two Workshop/Storage Areas, Kitchenette and Toilet

First Floor:

Stairs and Landing Area, Twelve Separate Rooms, Three Shower Rooms with and wc's and Two Kitchens

Gross Internal Area (Approximate):

Ground Floor: 297sq.mtrs (3,200sq.ft)
First Floor: 243sq.mtrs (2,616sq.ft)
Total: 540sq.mtrs (5,816sq.ft)
approximately

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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0121 247 2233

For further details and Terms & Conditions



By Instruction of the Mortgagees Not In Possession Freehold Commercial Premises



167 Bordesley Green East, Bordesley Green, Birmingham B9 5SR

Property Description:

A Semi detached two storey commercial premises of brick construction surmounted by a pitched tile clad roof and comprising of a ground floor retail shop with accommodation to the first floor over. The property forms part of a small parade of similar properties and is set back from the road behind a forecourt. The property is located close to the junction with Little Bromwich Road and within approximately one quarter of a mile distance from Birmingham Heartlands Hospital.

Planning:

Records on Birmingham City Council Planning website state that planning consent was granted on 28th March 2011 (Ref: 2010/06645/PA) for the erection of a two storey and single storey rear extension, new shop front and roller shutter.

Accommodation:

Whilst the property has not been inspected, we have referred to information contained on the Valuation Office Agency website and Birmingham City Council Planning website and it appears that the property comprises of the following:

Ground Floor:

Retail Shop with Staff Room, Kitchen and Toilets

First Floor:

Comprises of a One Bedroom Flat which may have been previously used for teaching/training purposes

Approximate Net Internal Areas:

Ground Floor: 52.19sq.mtrs (561sq.ft)
First Floor: 39.45sq.mtrs (424sq.ft)

Important Note:

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies that may or may not be in place.

All interested parties should make their own enquiries prior to bidding.

No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable





5 Fanshawe Road, Acocks Green, Birmingham B27 7BU

Property Description:

A mid-terraced property surmounted by a tiled roof set back from the road behind a paved fore-garden. The property benefits from having UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings and is offered for sale in a presentable condition. Fanshawe Road is located off Pool Farm Road which in turn can be found off Shirley Road and the property is within approximately a quarter of a miles distance from the main shopping area in Acocks Green.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen

First Floor:

Two Bedrooms and Bathroom having panelled bath with electric shower over, washbasin and wc

Outside:

(Front) Paved fore-garden allowing for off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





179 Aldridge Road, Perry Barr, Birmingham B42 2EY

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set well back from the road behind a long lawned foregarden and providing well laid out accommodation. The property benefits from gas fired central heating, mostly double glazed windows, three bedrooms and a garage located to the rear. The property is situated close to the junction with Church Road and Aldridge Road leads off Walsall Road (A34) providing convenient access to Perry Barr Shopping Centre, The One Stop Shopping Centre, Perry Barr Railway Station and the University of Central England, all being within approximately half a mile distance.

Accommodation:

Ground Floor:

Porch Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with a range of modern

fitted units, Conservatory with Utility Area and Separate WC

First Floor:

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

Outside:

(Front) Lawned foregarden

(Rear) Patio with a lawned garden and a garage providing off road parking and accessed by way of a shared rear driveway

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

ACRES





104 Lowe Avenue, Wednesbury, West Midlands, WS10 8NX

Property Description:

An end terraced property surmounted by a tiled roof set back from the road behind a lawned fore-garden. Lowe Avenue is located off Michael Road which in turn can be found off Hall Street.

Please note the Auctioneers have not internally inspected the property however we are advised from the Vendor that the accommodation consists of:

First Floor:

Three Bedrooms

Outside:

(Front) Lawned foregarden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewings

Accommodation:

Ground Floor:

Lounge, Kitchen (no fitments) and Bathroom (no fitments).

DEPOSITS AND ADMINISTRATION FEE

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

Acceptable payment methods are as follows:

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

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

- Credit Card Payments

(Credit card payments are subject to a surcharge of 2%)

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



By Instruction of the Mortgagees Not In Possession Freehold Property



8 Marjorie Avenue, King Norton, Birmingham B30 3NR

Property Description:

A semi-detached property of brick construction surmounted by a hipped tiled clad roof set back from the road behind a paved fore-garden. The property benefits from having UPVC double glazing to at least the front elevation. Marjorie Avenue can be found off Peplins Way which in turn can be found off Lindsworth Road.

Accommodation:

The property has not been inspected by the Auctioneers.

Important Note:

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The Mortgagees are not in possession of the property and neither can they

provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies that may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

N/A

IMPORTANT NOTICE

Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit Card

(credit card payments subject to a surcharge of 1.95%)

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 1.95% surcharge is payable.

Personal/Company Cheque

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

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





Yard Adjacent to 17 Lewis Street, Tipton, West Midlands DY4 7ED

Description:

A parcel of freehold land irregular in shape and extending to an area of approximately 0.302 acres (0.122 hectares). The land is accessed by way of a driveway situated adjacent to number 17 Lewis Street and extends to the rear of numbers 17 to 27.

The land is situated in a mixed area containing a range of residential and industrial premises and Lewis Street leads directly between Horseley Heath (A461) and Tame Road, conveniently within approximately half a mile distance from the Black Country Route (A41) providing access to the M5 Motorway (junction 1) being within approximately three miles distance.

The land previously contained an industrial building which was demolished and the site is now cleared with the exception of a brick built outbuilding which we understand was a wc with mains sewer connection.

Planning:

The land may be suitable for a variety of uses subject to obtaining planning consent and all interested parties should make their own enquiries with the local planning department at Dudley Council prior to bidding

Legal Documents:

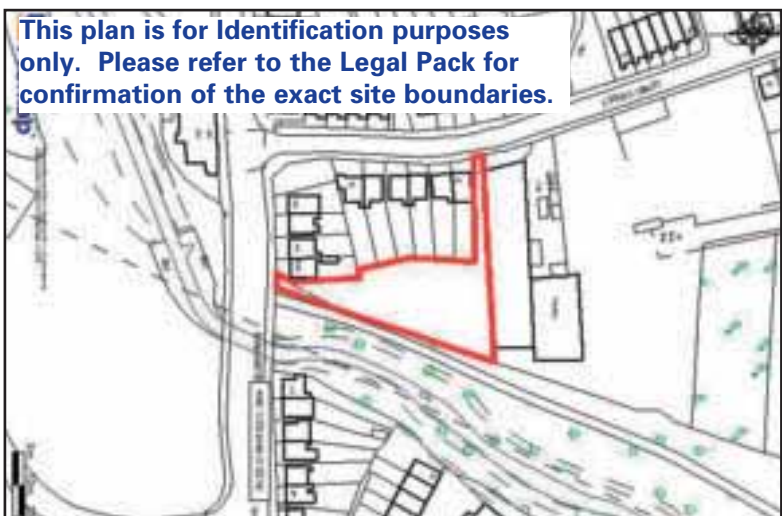
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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





Building Plot Off Arleston Avenue, Wellington, Telford, Shropshire TF1

Description:

A building plot roughly rectangular in shape and extending to an area of approximately 230sq.mtrs directly fronting Bennetts Bank and accessed at the rear from Arleston Lane. The property is situated adjacent to a block of modern apartments known as Windsor Flats and currently contains a single storey brick building (formerly a British Telecom Repeater Station) and has planning consent for the extension of this building to form a one bedroom dwelling. The property is situated in a predominantly residential area and is located approximately one third of a mile distance from Ketley Brook Roundabout which provides access to Whitchurch Drive.

Planning:

The property benefits from full planning consent granted by Telford and Wrekin Council (Ref: W2009/0080) and dated 27th March 2009 for extension to the existing building to create a one bedroom dwelling.

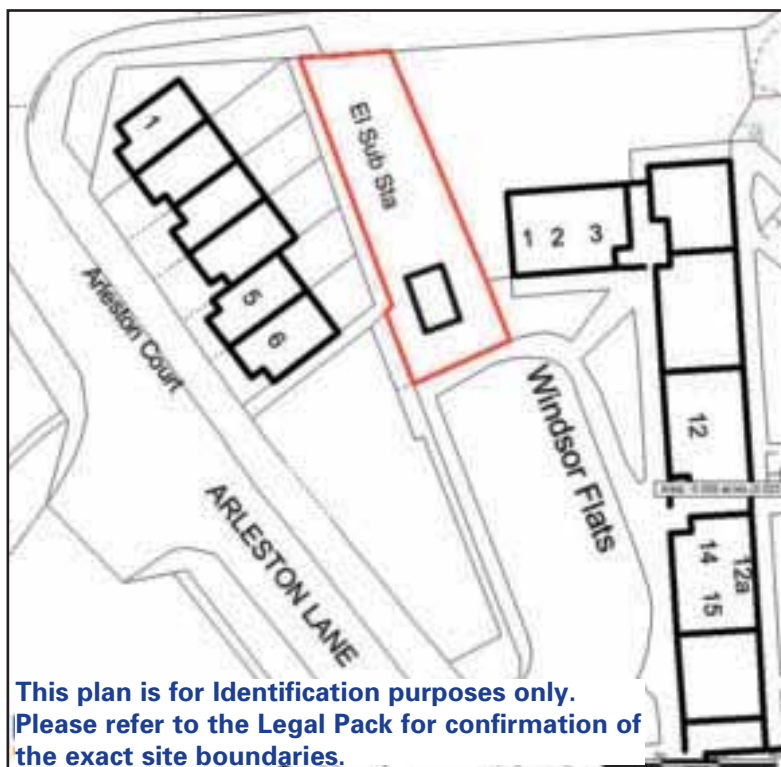
A copy of the planning consent is available for inspection from the Auctioneers Offices.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



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

**24 Broughton
Road, Handsworth,
Birmingham B20 2PS**

Property Description:

A substantial three storey mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, requiring modernisation and improvement throughout. The property provides extensive accommodation which includes eight bedrooms and further benefits from off road car parking and gas fired central heating to the ground and first floor accommodation. Broughton Road forms part of an established and traditional residential area leading directly off Hamstead Road (B4124) and within approximately one quarter of a mile distance from Soho Road (A41) which provides access to a wide range of retail amenities and services

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Four Bedrooms, Cloak Room with wc

Second Floor:

Stairs and Landing, Four Bedrooms



Outside:

(Front) Block paved forecourt providing off road parking

(Rear) Shared pedestrian entry access, paved rear yard with brick stores and wc and a large predominantly paved garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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61 Castleford Road, Sparkhill, Birmingham B11 3SW

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, set back from the road behind a foregarden and requiring modernisation and improvement. Castleford Road forms part of an established residential area which is located directly off Stratford Road (A34) providing access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Inner Hall, Bathroom with bath and pedestal wash basin, Rear Entrance Hall, Separate wc and brick store

First Floor:

Stairs and Landing, Three Bedrooms



Outside:

(Front) Forgarden, shared pedestrian entry access to rear

(Rear) Brick yard and lawned garden

Legal Documents:


Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

--- Legal Documents Online ---



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

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



59 Madison Avenue, Hodge Hill, Birmingham B36 8EQ

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden and driveway allowing for off road parking. The property benefits from having UPVC double glazing. Madison Avenue is located off Ventnor Avenue which in turn can be found off Coleshill Road.

Accommodation:

Ground Floor:

Entrance hallway, lounge, dining room, kitchen and lean-to

First Floor:

Three bedrooms and bathroom having panelled bath, washbasin and separate wc

Outside:

(Front) Walled fore-garden and driveway providing off road parking

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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199 High Street, Smethwick, West Midlands B66 3AD

Property Description:

A brick built property surmounted by a tiled clad roof located on the corner of Smethwick High Street and Regent Street. The property comprises a ground floor retail unit currently used as a takeaway, a separate store with roller shutter accessed off the return frontage to Regent Street and self-contained living accommodation on the ground floor rear plus first and second floors.

The ground floor takeaway benefits from a double glazed shop frontage and electric roller shutter and the living accommodation benefits from having UPVC double glazing and gas fired central heating.

The property is currently let producing a total rental of £9,500 per annum see details below.

Tenancies:

Ground Floor Retail Unit:

The tenants of this part are currently holding-over following expiry of their lease. The present rent is £9,500 per annum and a Section 25 Notice under the landlord & Tenant Act 1954 has been served offering the tenants a new 6 year lease at £10,000 per annum rising to £11,000 per annum at the end of the third year.

Rear Living Accommodation:

This part is currently occupied by persons unknown and a solicitor's letter before possession proceedings has been issued.

Accommodation:

Ground Floor:

Retail Unit:

Servery/Customer waiting area, Kitchen, Preparation area, wc. Separate rear store with roller shutter accessed off regent Street.



**Living Accommodation
(Accessed Via the Rear).**

Entrance hallway, Lounge, Kitchen

First Floor:

Bedrooms 1 - 3 and bathroom having panel bath, wash basin and wc.

Second Floor:

Bedroom 4

Outside:

(Front) Tarmacadam covered forecourt

(Rear) Paved area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS



559 Washwood Heath Road, Washwood Heath, Birmingham, B8 2HB

Property Description:

A four bedroomed mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Washwood Heath Road (A47) close to the junction with Sladefield Road and is within walking distance to the local shops and amenities.

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Kitchen, Lean-to/Utility Room

First Floor:

Three Bedrooms and Shower Room having shower cubicle, washbasin and wc

Second Floor:

Bedroom Four



Outside:

(Front) Walled fore-garden
(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

PLANNING PERMISSION

BUILDING PLANS

BUILDING SURVEYS

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STOP PRESS: Reduced fees for renewing planning permissions were introduced by the Government on 26th February 2010:

- £50 for householder applications.
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of thanking all of our Clients and
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throughout the past year and wish you
a happy and prosperous 2012.

**Our dates for our 2012
Auction sales are as follows:**

Thursday 16th February

Thursday 29th March


Thursday 24th May

Thursday 12th July

Thursday 13th September

Thursday 1st November

Tuesday 11th December




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wish to include, then please do not
hesitate to contact us

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Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit. _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

(Edition 3 August 2009) Reproduced with the consent of the RICS

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

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

G12. Management

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

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

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

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

(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

- (a) of the **buyer’s VAT** registration;
- (b) that the **buyer** has made a **VAT option**; and
- (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:

- (a) retain and manage the **lot** for the **buyer’s** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
- (b) collect the rents payable under the **tenancies** and charge **VAT** on them

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

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

G16. Capital allowances

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

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

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

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

- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
- (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

G18.2 The **seller** warrants that the **seller** has complied with sections 5B 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 are 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:
www.rics.org/commonauctionconditions

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