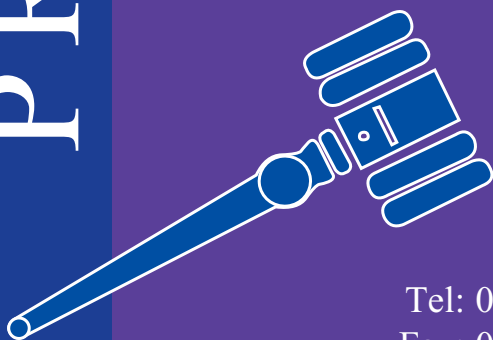


PROPERTY AUCTION

Cottons
Chartered Surveyors

**THURSDAY
26TH MAY 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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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.

Auction Sale

64 LOTS

Comprising of a range of Residential and Commercial Vacant and Investment properties along with Freehold Land, Freehold Development site and Freehold Garage, Public Houses and Freehold mixed Investments and a number of Freehold Retail shops in Alum Rock Road.

6	Freehold Commercial Investment
1	Freehold Development Land
1	Freehold Land
1	Freehold Block of 11 Retail Shops in Alum Rock
8	Freehold Residential Investment
8	Freehold Vacant Commercial
23	Freehold Vacant Residential
4	Leasehold Residential Investment
8	Leasehold Vacant Commercial
1	Freehold Garage
2	Freehold Public House/Restaurant
1	Freehold Development Opportunity

ORDER OF SALE

Lot Property

1	24 WOBURN CRESCENT, BIRMINGHAM, B43 6AX	Leasehold Vacant Residential
2	24 NINEVEH AVENUE, BIRMINGHAM, B21 0SU	Freehold Vacant Residential
3	21 SHAFTESBURY STREET, WEST BROMWICH	Leasehold Vacant Residential
4	26 RAVENSDALE ROAD, SMALL HEATH	Freehold Residential Investment
5	61 PRINCIP STREET, BIRMINGHAM	Freehold Vacant Residential
6	48 VICTORIA ROAD, FALLINGS PARK	Freehold Commercial Investment
7	2 LESLIE ROAD, HANDSWORTH	Freehold Vacant Residential
8	6 CHELSEA HOUSE, CHILVERS GROVE	Leasehold Residential Investment
9	FLAT 7A STATION ROAD, HEDNESFORD	Leasehold Residential Investment
10	99 STONOR ROAD, BIRMINGHAM	Freehold Vacant Residential
11	THE CORNER HOUSE 47 HIGH STREET, BURTON-ON-TRENT	Freehold Public Houses
12	358 MOOR GREEN LANE, MOSELEY	Freehold Vacant Residential
13	104 BROMLEY, BRIERLEY HILL	Freehold Vacant Residential
14	95 WRENS NEST ROAD, DUDLEY	Freehold Residential Investment
15	110 BULL LANE, WEST BROMWICH	Leasehold Vacant Residential
16	1354 COVENTRY ROAD, YARDLEY	Freehold Vacant Residential
17	85 PRETORIA ROAD, BORDESLEY GREEN	Freehold Vacant Residential
18	49 HIGH STREET, LYE, STOURBRIDGE	Freehold Takeaway Premises
19	93 WELLS ROAD, BRIERLEY HILL	Freehold Vacant Residential
20	12 HAMPTON ROAD, ASTON	Freehold Vacant Residential
21	39 COLES LANE, WEST BROMWICH	Freehold Residential Investment
22	43 MOUNT PLEASANT, TAMWORTH	Freehold Vacant Residential
23	FLAT 2 CHURCH HOUSE APTS, CHURCH LANE, SHEEPY MAGNA	Leasehold Vacant Residential
24	47 DURHAM ROAD, ROWLEY REGIS	Leasehold Vacant Residential
25	3 DINGLE ROAD, KINGSWINFORD	Freehold Part Investment/Vacant Possession



26	121 GILLOTT ROAD, EDGBASTON	Freehold Vacant Residential
27	53 SANDON ROAD, EDGBASTON	Freehold Residential Investment
28	BRIERLEY HILL LABOUR CLUB, PEARSON STREET, BRIERLEY HILL	Freehold Vacant Commercial
29	26 MILFORD ROAD, WOLVERHAMPTON	Freehold Vacant Residential
30	FLAT 1 TALBOT HOUSE, TALBOT STREET BRIERLEY HILL	Leasehold Residential Investment
31	FLAT 2 TALBOT HOUSE, TALBOT STREET BRIERLEY HILL	Leasehold Residential Investment
32	9 CARISBROOKE ROAD, EDGBASTON	Freehold Residential Investment
33	38 MELVERTON AVENUE, WOLVERHAMPTON	Freehold Residential Investment
34	23 PERROTT STREET, BIRMINGHAM	Freehold Residential Investment
35	THE NEW QUEENS ARMS, 10 WELLINGTON ROAD, BILSTON	Freehold Vacant Commercial
36	81 STEWARD STREET, BIRMINGHAM	Freehold Commercial Investment
37	36/37A SHEEP STREET, RUGBY, WARWICKSHIRE	Freehold Vacant Commercial
38	3 MOSTYN CRESCENT, WEST BROMWICH	Freehold Vacant Residential
39	70 HIGH STREET, DUDLEY	Freehold Commercial Investment
40	13 MARKET PLACE, GREAT BRIDGE, TIPTON	Freehold Commercial Premises
41	128 STAFFORD STREET, DUDLEY	Freehold Commercial Investment
42	764 COVENTRY ROAD SMALL HEATH	Freehold Vacant Residential
43	766 COVENTRY ROAD, SMALL HEATH	Freehold Vacant Residential
44	2 WOLVERTON ROAD, STONY STRATFORD, MILTON KEYNES	Freehold Commercial Investment
45	377 HIGHFIELD LANE, BIRMINGHAM	Freehold Vacant Residential
46	LAND AT CAMPBELL STREET, BRIERLEY HILL	Freehold Land
47	44 STRINGES LANE, WILLENHALL	Freehold Development Opportunity
48	FORMER DUKE'S HEAD, DUKE STREET, WOLVERHAMPTON	Freehold Development Opportunity
49	CAR WASH, ADJ 104 BROAD LANES, BILSTON	Freehold Commercial Investment
50	59 UPLANDS ROAD, HANDSWORTH	Freehold Residential Investment
51	UNIT 4 FOURNIER HOUSE, TENBY STREET, BIRMINGHAM	Leasehold Office Premises
52	UNIT 6 FOURNIER HOUSE, TENBY STREET, BIRMINGHAM	Leasehold Office Premises
53	9 RILAND GROVE, SUTTON COLDFIELD	Freehold Vacant Residential
54	14 RILAND GROVE, SUTTON COLDFIELD	Freehold Vacant Residential
55	31 LUPIN ROAD, DUDLEY	Freehold Vacant Residential
56	GARAGE AT WILLOW AVENUE, EDGBASTON	Freehold Garage
57	83 BRADES ROAD, OLDBURY	Freehold Vacant Commercial
58	9 CARPENTERS ROAD, LOZELLS	Leasehold Vacant Residential
59	77 CRANBROOK ROAD, BIRMINGHAM	Freehold Vacant Residential
60	35 HUNTER STREET, BURTON-ON-TRENT	Freehold Vacant Residential
61	44 MAXWELL ROAD, WOLVERHAMPTON	Freehold Vacant Residential
62	1 PRIMROSE HILL, SMETHWICK	Freehold Vacant Residential
63	1, 3,5,9,11,13,15 & 17 WASHWOOD HEATH RD AND 2 & 2B ALUM ROCK RD	Freehold Vacant Commercial
64	4B ALUM ROCK ROAD, BIRMINGHAM	Freehold Vacant Commercial

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

Valuers Ian M. Axon, Dan O Malley B.Sc. (Hons) HND

Auction Manager Sue Worrall

Auction Team Peter C. Longden FRICS, Mark M. Ward
AssocRICS Kevin Hogan, Nada Turton, Jayne Turton, Tricia Doyle,
Hughie McCourt, Derek Dolphin and Julie Elcock.



IMPORTANT NOTICE

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**
- **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.

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.





**24 Woburn Crescent, Great Barr,
Birmingham B43 6AX**

Property Description:

A well laid out second floor flat forming part of a three storey purpose built development situated in a cul-de-sac containing a range of similar properties and located off Monksfield Avenue which in turn leads off Newton Road (A4041). The property forms part of a popular and established residential area conveniently located within approximately half a mile distance from the Scott Arms Shopping Centre and within approximately three quarters of a mile distance from the M6 Motorway (junction 7). The property requires modernisation and improvement and benefits from two bedrooms, UPVC double glazing, part electric storage heating and includes a lock up garage located in an adjacent block.

Accommodation:
Ground Floor:

Communal Entrance Hall with Security Entry Door System,

Second Floor:

Reception Hall, Lounge with French door to a Small Balcony, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc, Two Bedrooms

Outside:

Communal gardens and parking area and a lock up garage located in an adjacent block

Leasehold Information

Term: 99 Years from 25 December 1973

Ground Rent: £30 per annum

Service Charge: Refer to Legal Pack

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.





24 Ninevah Avenue, Handsworth, Birmingham, B21 0SU

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 however does require modernisation and improvement. Ninevah Avenue is located off Ninevah Road which can be found off Handsworth New Road.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen, Stairs to First Floor having

First Floor:

Two bedrooms and bathroom with panelled bath, washbasin and WC

Outside:

(Front) Garden

(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.





21 Shaftsbury Street, West Bromwich, West Midlands B71 1LP

Property Description:

A double fronted semi detached house of brick construction surmounted by a pitched tile clad roof, set back behind a lawned foregarden and providing well laid out accommodation, benefiting from gas fired central heating and UPVC double glazed windows but requiring modernisation and improvement throughout. Shaftsbury Street leads directly off High Street. The property is situated close to the junction with Cromwell Street conveniently within walking distance of West Bromwich Shopping Centre which contains a wide range of both national and local retail amenities and services. Sandwell General Hospital is located within approximately half a mile distance and the M5 Motorway (junction 1) is within approximately one and a half miles distance.

Accommodation:

Ground Floor:

Lounge, Dining Room, Breakfast Kitchen, Cloak Room with wc

First Floor

Stairs and Landing,

Three Bedrooms, Bathroom with bath, wash basin and wc

Outside

(Front) Lawned foregarden, pedestrian side access to rear

(Rear) Lawned 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 the 1st June 2011. Please refer to the legal pack for full details.

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 7th July 2011** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



LOT 4

26 Ravensdale Road, Small Heath, Birmingham B10 9HU

Property Description:

A three bedroom mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from double glazed windows and gas fired central heating. Ravensdale Road comprises of a cul-de-sac which leads off Heybarnes Road close to the junction with Coventry Road (A45).

The property is currently let on an Assured Shorthold Tenancy at a rental of £150 per calendar month (£1,800 per annum)

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Room, Extended Kitchen

First Floor:

Stairs and Landing, Three Bedrooms and Bathroom

Freehold Investment



Outside:

(Front) Foregarden, shared pedestrian entry access leading to rear

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 5

61 Princip Street, Birmingham B4

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from gas fired central heating, UPVC double glazed windows (except bathroom) but requiring some modernisation and improvement. Princip Street forms part of a predominantly industrial area which contains a range of both modern and traditional industrial buildings and is located off New Town Road (B4114/A34) within close proximity to the City Centre.

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen

First Floor:

Stair and Landing, Bedroom One (double), Bedroom Two (double) intercommunicating with Shower Room having glazed shower enclosure, pedestal wash basin and wc



Outside:

(Rear) Pedestrian side gated access to yard, brick stores and wc and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





48 Victoria Road Fallings Park Wolverhampton WV10 0NG

Property Description:

A single storey, semi detached brick built commercial property surmounted by a tiled roof and set back from the road behind a block paved fore-garden allowing for off road parking. The property is currently let on a lease for a term of 3 years which commenced on 28 October 2009 at a rental of £3,600.00 per annum. The tenant is currently trading as a hairdressers. Victoria Road can be located off either Bushbury Road or the Cannock Road (A460) and is within approximately a mile and a half distance of Wolverhampton City Centre.

Accommodation:

Salon Area, Preparation Area, Kitchenette and WC

Tenancy Information:

The property is currently let on a lease for a term of 3 years which commenced on 28 October 2009 at a rental of £3,600.00 per annum

Outside:

(Front) Block paved fore-garden allowing for off road parking

(Rear) Communal Yard Area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



2 Leslie Road, Handsworth, Birmingham, B20 3NU

Property Description:

An end terraced property of brick construction surmounted by a tiled roof, set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing, part central heating. Leslie Road is located off Aston Lane (A4040).

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen

First Floor:

Two bedrooms and Bathroom with panelled bath, wash basin and wc.

Outside:

Front walled foregarden and rear garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**Flat 6 Chelsea House,
Chilvers Grove, Kingshurst,
Birmingham B37 6EJ**

Property Description:

A studio flat located on the second floor of a purpose built block set back from the road behind communal gardens. Chilvers Grove is located off Kingshurst way. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £280.00 pcm (£3,360.00 pa).

Accommodation:

Ground Floor:

Communal entrance and stairs

Second Floor:

Lounge/bedroom, kitchen and bathroom having panelled bath, washbasin and wc

Outside:

Communal gardens

Leasehold Information:

Term: 999 Years from 1 January 1984

Ground Rent: A Peppercorn

Service charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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.





Flat 7a Station Road, Hednesford, Cannock, Staffordshire, WS12 4DH

Property Description:

A well laid out three bedroom flat located above a pair of retail shops with separate secure access. The flat benefits from UPVC double glazing and gas fired central heating and is offered for sale in presentable condition. The Flat is currently let on an assured shorthold tenancy agreement producing a rental of £563.33 per calendar month (£6760 per annum). The tenant has been in occupation since 18th February 2010 and has renewed their tenancy for a further 12 months from 18th March 2011. The property itself is located in Hednesford approximately two miles to the north east of Cannock Town Centre.

Accommodation:

Ground Floor:

Self contained access to front

First Floor:

Reception Hall, Living Room, Kitchen, Three Bedrooms, Bathroom with panelled bath, wash hand basin and WC.

Second Floor:

Two attic rooms

Outside:

Garden

Leasehold Information:

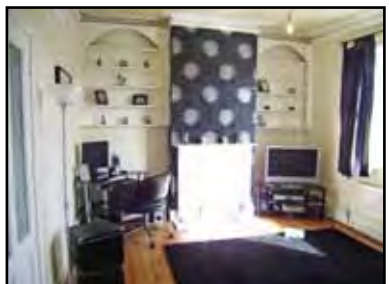
A new 125 year lease is to be granted on completion.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





99 Stonor Road Hall Green Birmingham B28 0QP

Property Description:

A semi-detached property of brick construction surmounted by a hipped tiled clad roof set back from the road behind a block paved foregarden. The property requires modernisation and improvement throughout. Stonor Road is located off Baldwins Lane which in turn can be found off the Stratford Road (A34).

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Kitchen and Sun Room, stairs to

First Floor:

Having Three Bedrooms and Bathroom

Outside:

(Front) Walled fore-garden and block paved driveway

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Fast funding for property professionals

MEET US
AT THIS
AUCTION

Delivering Finance for your next bid



*Rapid response from
the decision maker*

*Deal with an
established lender*

 **auction
finance**

fast funding for property professionals

Scott Hendry

National Development Manager

mobile: 07778 150 845

email: scott.hendry@auctionfinance.co.uk

Zac Zorno

Business Development

mobile: 07780 703 689

email: zac.zorno@auctionfinance.co.uk

 **auction
finance**

working in
association with



0844 873 4228



www.auctionfinance.co.uk



COTTONS
THE AUCTIONEERS





The Corner House 47 High Street, Burton-On-Trent, Staffordshire DE14 1JS

Property Description:

An established Grade II Listed Public House prominently located at the junction of High Street and Worthington Way constructed of brick and providing extensive two and three storey accommodation comprising of a Public House/Bar premises to the ground floor with extensive living and ancillary accommodation to the first and second floors over. The property is located within Burton-On-Trent Town Centre, immediately adjacent to a Solicitors' practice and within walking distance to a wide range of retail amenities and services.

Accommodation Ground Floor

Entrance Hall, Pool Room/Bar, Lounge Area, Bar and Dance Floor with access to a Walled Beer Garden, Lobby, Ladies, Gents and Disabled Toilets, Beer Cellar

First Floor

Twin Stair Access and Landing Areas, Lounge, Kitchen with a range of fitted units, Commercial Kitchen with dumb waiter serving the ground floor, Four Double Bedrooms and Bathroom with bath, wash basin and wc

Second Floor

Twin Stairs and Landing Area, Master Bedroom, Dressing Room/Bedroom, Bathroom with bath, wash basin and wc

Note: We understand that there are also Two Further Rooms within the second floor (not inspected) which have been historically used and accessed from the adjacent solicitors' office (Smith Partnership)

Gross Internal Area: 550.14sq.mtrs (5,922sq.ft) approximately

Outside

Beer garden and rear service access leading to a public car park providing a valuable amenity.

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





358 Moor Green Lane, Moseley, Birmingham, B13 8QP

Property Description:

A mid-terraced property of brick construction surmounted by a tiled clad roof set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazing, gas fired central heating and is offered for sale in presentable condition. Moor Green Lane is located off Dogpool Lane which in turn is found off Pershore road (A441).

Accommodation:

Ground Floor:

Entrance Porch, Lounge, Dining Room, Kitchen and rear Lobby, WC, stairs to first floor

First Floor:

Having landing, bedroom 1, bedroom 2 (intercommunicating with) bathroom and 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

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





104 Bromley, Brierley Hill, West Midlands DY5 4PJ

Property Description:

An end terraced house surmounted by a hipped interlocking tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating and off road parking. Bromley forms part of an established residential area and is located off Commonside (B4179) conveniently within approximately one mile distance from Russells Hall Hospital and one and a half miles distance from the Merry Hill Shopping Centre.

Accommodation:

Ground Floor:

Reception Hall, Through Lounge/Dining Room, Kitchen

First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with panelled

bath having electric shower over, pedestal wash basin and wc

Outside:

(Front) Neatly lawned foregarden with block paved driveway providing off road car parking, pedestrian gated side access to a side yard area and enclosed passageway

(Rear) Patio and a predominantly paved garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**95 Wrens Nest Road,
Dudley,
DY1 3LL**

Property Description:

An end terraced property of brick construction, surmounted by a pitched roof and benefitting from gas fired central heating, upvc double glazing and off road parking. Wrens Nest Road forms part of an established residential area located between Tipton Road (A457) and The Broadway (A459) and is situated approximately one miles distance to the north west of Dudley town centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £475 (£5,700pa).

Accommodation:

Ground Floor:

Reception Hall, Living Room, Kitchen, Conservatory

First Floor:

Stairs and Landing, Two Bedrooms, Bathroom



Outside:

(Front) Driveway provided Off Road Parking with Lawned Garden

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Auction Finance

**that won't cost
you an arm
and a leg!**



Residential and Commercial

- Developments
- Refurb and Conversions
- Buy to lets
- Buy to occupy
- Remortgage to capital raise
- Auction or open market purchase

Talk to Geoff Philpot on **01249 65 29 39** all enquiries welcomed...from the straightforward to the more unusual or complex



Firm Foundations for Property Finance

DMI Finance, PO Box 3257,
Chippenham, SN15 9DH
Tel: 01249 65 29 39
Fax: 01249 65 57 88
www.dmifinance.com





110 Bull Lane, West Bromwich, West Midlands B70 9PB

Property Description:

A semi detached house of brick construction surmounted by a pitched roof, benefiting from UPVC double glazed windows, three bedrooms and a garage and carport providing off road parking. Bull Lane leads off Albion Road which in turn leads off Brandon Way and the property is located within approximately one mile distance from West Bromwich Town Centre.

Accommodation:

Ground Floor:

Porch Entrance, Lounge, Dining Room, Kitchen, Bathroom

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Walled foregarden with pedestrian side access leading to rear

(Rear) Garden, garage and carport

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 the 21st July 2011. Please refer to the legal pack for full details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

ID & REGISTRATION

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

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

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

Thank you in advance for your co-operation.

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





**1354 Coventry Road Yardley
Birmingham B25 8AF**

Property Description:

A semi-detached property of brick construction set back from the road behind a shared driveway and walled foregarden. The property benefits from having majority UPVC double glazing however does require modernisation and improvement throughout. The property is located between Howard Road and Henry Road close to the Swan Island on the Coventry Road (A45).

Accommodation:
Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

Landing, Three Bedrooms and Bathroom having panelled bath washbasin and WC

Outside:

(Front) Shared driveway and walled fore-garden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LEGAL PACKS

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

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

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk





85 Pretoria Road, Birmingham B9 5LL

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows and external doors, gas fired central heating, three bedrooms and modern kitchen and bathroom fitments. Pretoria Road forms part of an established residential area and is located directly off Bordesley Green (B4128) and conveniently within approximately one mile distance from Birmingham Heartland's Hospital and one and a half miles distance from Birmingham City Centre.

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

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Foregarden

(Rear) Shared pedestrian entry access, yard area and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Accommodation:

Ground Floor:

UPVC Double Glazed Porch, Front Reception Room, Rear Reception

Viewings:

Via Cottons – 0121 247 2233



Freehold Hot Food Takeaway Premises By Instructions of the Mortgagees Not In Possession



49 High Street, Lye, Stourbridge, West Midlands DY9 8LQ

Property Description:

A traditional end terraced retail unit of three storey brick construction surmounted by a pitched tile clad roof, situated directly fronting High Street and located opposite the junction with Chapel Street. High Street (A458) forms part of Lye Shopping Centre serving the surrounding dense residential catchment area.

We advised by the occupants that the property is currently let trading as Piri Piri Grill although we are unable to confirm any details relating to the lease term and rental.

Planning:

Information contained on Dudley MBC website states that planning consent was granted on 17th July 2008 (Ref: P08/0923) for two storey side and rear extensions and erection of an emergency exit staircase.

Accommodation:

The property has not inspected but with reference to Architect's drawings contained on Dudley MBC website (in relation to the aforementioned planning consent) it would appear to contain the following accommodation.

Ground Floor:

Hot Food Takeaway Premises: Open Plan comprising Seating Area, Servery, Kitchen/Preparation Area with aluminium shop front with roller shutter protection, Inner Hallway, Preparation Room with WC, Storage Room

Gross Internal Area: (Approximate)
70.55sq.mtrs (759sq.ft)

First Floor:

Internal Stairs and Landing, Lounge, Bedroom, Kitchen, Bathroom

Second Floor:

Stairs to:
Bedroom Two and Store Room

Outside:

Shared side driveway to rear yard

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:

Via Cottons – 0121 247 2233



**93 Wells Road Brierley Hill
West Midlands DY5 3TB**

Property Description:

A semi-detached property of brick construction surmounted by an interlocking tiled clad roof set back from the road behind a gravelled fore-garden. The property benefits having UPVC double glazing and gas fired central heating. Wells Road is located off Moor Street which in turn can be found off Leys Road (A4180). The property is within approximately one and a quarter miles distance from Merry Hill Shopping Centre.

Accommodation:
Ground Floor:

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

First Floor:

Having Two Double Bedrooms and bathroom with panelled bath, washbasin and WC.

Outside:

(Front) Gravelled fore-garden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Birmingham Investors...

**Want to increase your knowledge
& skills in Property Investing?**

pin
property
investors
network

We highly recommend you attend the Property Investors Network meeting on Thursday 19th May 2011 at the Crowne Plaza, NEC, Birmingham. The meeting will provide you with up-to-date information on the ever changing property market, whilst increasing your knowledge & skills in property investment.

Come &
join us 7pm
3rd Thursday
of every
month

- — Meet & network with fellow investors
- — Share strategies, knowledge & experiences
- — Meet with Brokers, Solicitors & new contacts

Usually £20 to attend however we have organised complimentary entry for you to attend. Just go to:

www.pinbirmingham.co.uk

enter “**cottons**” in the voucher code box.

Want details of other meetings? – Just go to: **www.pinmeeting.co.uk**



COTTONS
THE AUCTIONEERS



LOT 20

Freehold Vacant Possession By Instruction of the Joint LPA Receivers

**12 Hampton Road,
Aston, Birmingham
B6 6AE**

Property Description:

A traditional three storey mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, offering extensive and well laid out accommodation benefiting from UPVC double glazed windows and part gas fired central heating. In addition to the existing accommodation, a two storey extension to the rear has been partly constructed and the buyer will be responsible for its removal following the receipt of an enforcement notice from Birmingham City Council. Hampton Road leads off Trinity Road which in turn leads off Birchfield Road (A34).

Accommodation:

Ground Floor:

UPVC Double Glazed Porch, Small Office leading off, Entrance Hall and Reception Hall, Front Reception Room, Rear Reception Room, Dining Room with Cellar access, Kitchen, Shower Room with glazed shower, vanity wash basin, Separate WC and wash basin

First Floor:

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Bedroom Four (Double), Bathroom with panelled bath, vanity wash basin and wc



Second Floor:

Stairs to Landing Room, Bedroom Five (Double) and Box Room

Outside:

(Front) Walled forecourt

(Rear) Garden and a two storey extension comprising of a concrete block shell only

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 21

**39 Coles Lane,
West Bromwich,
West Midlands
B71 2QJ**

Property Description:

A traditional semi detached house of brick construction surmounted by a pitched tile clad roof and benefiting from a side extension, gas fired central heating, mostly double glazed windows, three double bedrooms and off road parking. Coles Lane forms part of an established residential area and leads directly off Hill Top (A4196), which provides direct access to the Black Country New Road (A41). West Bromwich Town Centre lies within approximately one and a half miles distance to the South.

The property is currently let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum)

Accommodation:

Ground Floor:

UPVC Double Glazed Porch, Reception Hall, Storage Area, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

Stairs and Landing, Three Double Bedrooms, Bathroom with panelled



bath having electric shower over, pedestal wash basin and wc

Outside:

(Front) Foregarden and driveway providing off road parking

(Rear) Part paved/part lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





43 Mount Pleasant Tamworth Staffordshire B77 1HN

Property Description:

A mid-terraced property of rendered brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having double glazed windows and is offered for sale in a presentable condition. Mount Pleasant is located off New Street which is a continuation of Parkfield Crescent which in turn can be found off the Tamworth Road (A51).

Accommodation:

Ground Floor:

Lounge, Kitchen, Inner Lobby and Bathroom having panelled bath washbasin and WC stairs to first floor

First Floor:

Having Two bedrooms and roof terrace.

Outside:

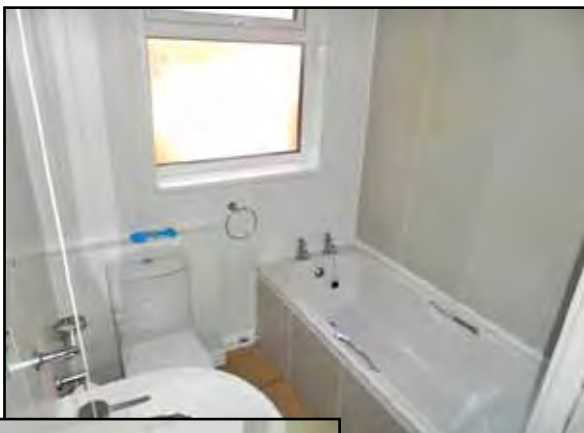
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Flat 2 (known as Church Bells), Church House Apartments, Church Lane, Sheepy Magna, Atherstone, Warwickshire CV9 3QS

Property Description:

A presentable and well laid out first floor apartment situated in an imposing former rectory and benefiting from electric heating, well maintained common parts including a communal conservatory, two bedrooms and two bath/shower rooms. The property is situated in the popular village of Sheepy Magna and Church Lane comprises of a cul-de-sac which leads off Main Road adjacent to the Church. The village itself contains a public house and restaurant and is conveniently located for access to the local town of Atherstone being four miles distance, Tamworth being seven miles distance and the M42 Motorway (junction 10) being within five miles distance. The property is situated in the County of Leicestershire although the correct postal address refers to Warwickshire.

Accommodation:

Ground Floor:

Communal Reception Hall with Residents Conservatory, Stairs and Landing to:

First Floor:

Reception Hall, Lounge, Open Plan Kitchen with a range of modern fitted units including built-in oven and hob, Bedroom One (double) with En-suite Shower Room having shower, wash basin and wc, Bedroom Two, Bathroom with modern suite comprising panelled bath having shower attachment, pedestal wash basin and wc

Outside:

Communal parking and garden areas

Leasehold Information:

Term: 99 Years from 22 September 1989

Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233







47 Durham Road, Rowley Regis, West Midlands, B65 0SH

Property Description:

A ground floor two bedroomed flat situated in a purpose built three storey block. The property benefits from having UPVC double glazing, electric heating and allocated parking space. Durham Road is located off Jeffrey Road which in turn can be found off Oldbury Road (A4034). The property is currently let on an assured shorthold tenancy agreement producing a rental of £425.00 per calendar month (£5,100.00 per annum) however the tenant has served notice to vacate and at the time of completion the flat will be Vacant.

Accommodation:

Ground Floor:

Communal entrance providing access to stairs with security door entry system.

Ground Floor:

Entrance hallway, lounge, kitchen, two bedrooms and bathroom having panelled bath with electric shower over, washbasin and WC

Outside:

Communal gardens and allocated parking space

Leasehold Information:

Term: 99 Years from 1 April 1989
Ground Rent: Refer to Legal Pack
Service Charge: £550.00 per annum

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 7th July 2011** 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.



Freehold Part Investment/ Part Vacant Possession

**3 Dingle Road
Kingswinford
West Midlands
DY6 8UE**

Property Description:

A freehold brick built premises comprising of a ground floor retail unit and a two bedroomed self-contained flat to the first floor accessed via a separate entrance. Dingle Road is located off Nanaimo Road which in turn can be found off Bromley Lane and the property is situated in a parade of similar units. The Ground Floor Retail Unit is currently offered for sale with vacant possession however the first floor flat is let on an Assured Shorthold Tenancy Agreement producing a rental of £400.00 pcm (£4,800.00 per annum)

Accommodation:

Ground Floor Retail Shop:

Retail shop extending to approximately 573 sq ft (53 sq meters), Storage area, kitchenette and WC

First Floor:

(Access via separate entrance)
Stairs, Entrance hallway, lounge, kitchen, two bedrooms and bathroom having panelled bath washbasin and WC



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Bridging Finance

**that won't cost
you the shirt
off your back!**

*Residential and
commercial*

- £25,001 - £3m
- Up to 85% LTV (even for bridges)
- Highly competitive rates
- Solutions to all scenarios

Talk to Geoff Philpot on **01249 65 29 39** all enquiries welcomed...from the straightforward to the more unusual or complex



Firm Foundations for Property Finance

DMI Finance, PO Box 3257,
Chippenham, SN15 9DH
Tel: 01249 65 29 39
Fax: 01249 65 57 88
www.dmifinance.com



**121 Gillott Road
Edgbaston Birmingham
B16 0ET**

Property Description:

A three storey semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property has been converted to provide six separate self-contained flats and further benefits from having UPVC double glazing and gas fired central heating however does require modernisation and improvement. The property is located on Gillott Road and is located off both Rotten Park Road and Icknield Port Road.

Accommodation:

Ground Floor:

Communal entrance hallway, Cellar,

Flat 1

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

First Floor:

Flat 3:

Lounge/Kitchen/Bedroom separate Shower Room having shower cubicle, WC and washbasin

Flat 4:

Lounge/Kitchen/Bedroom separate Shower Room having shower cubicle, WC and washbasin

Flat 5:

Lounge/Kitchen/Bedroom separate Shower Room having shower cubicle, WC and washbasin



Second Floor:

Flat 6:

Having Kitchen/Lounge, Bedroom, Shower Room having shower cubicle WC and washbasin and

Rear Flat (Flat 2)

Having Entrance Hallway, Kitchen, Lounge/Bedroom, WC and Shower room having shower cubicle and Washbasin

Outside

(Front) Paved Fore-garden

(Rear) Garden (access to Flat 2)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

COTTONS

‘THE LETTING AGENTS’

Are you a Residential Landlord?

If you are, you need a professionally qualified Letting Agent to look after the letting & management of your property

- Free Valuation & Letting advice
- No Let – No Fee
- Let Only or Full Management Service
- Fully vetted Tenants
- Rent guarantee available
- Regular Property Inspections
- Internet and Local Press Advertising

**For a Free Rental Assessment
of your property call
our Lettings Department**

0121 247 2299

**361 Hagley Road, Birmingham,
B17 8DL**

www.cottons.co.uk





53 Sandon Road, Edgbaston, Birmingham B17 8DT

Property Description:

A three storey detached property of traditional brick construction surmounted by a hipped tile clad roof and having been converted to provide five separate flats having part UPVC double glazed windows and a shared gas fired central heating system. The property is set back from the road behind a tarmacadam forecourt and is situated between the junctions of Barnsley Road and City Road. Sandon Road (B4182) is located directly off Hagley Road (A456) and the property is conveniently within approximately one third of a mile distance from Bearwood Road Shopping Centre and approximately two and a half miles distance from Birmingham City Centre. The property is currently let as follows:

- Flat 1: Vacant
- Flat 2: Let on an Assured Shorthold Tenancy at a rental of £180 per calendar month
- Flat 3: Let on an Assured Shorthold Tenancy at a rental of £320 per calendar month
- Flat 4: Let on an Assured Shorthold Tenancy at a rental of £320 per calendar month
- Flat 5: Let on a Regulated Tenancy at a rental of £175.50 per calendar month

Total Rental Income:

Currently £995.50 per calendar month (£11,946 per annum)

Accommodation:

Ground Floor:

Communal Entrance Hall
Flat 1: Reception Hall, Lounge, Bedroom, Kitchen, Bathroom
Flat 2: External Side Entrance, Reception Hall, Bathroom, Kitchen, Bed/Living Room

First Floor:

Flat 3: Reception Hall, Bathroom, Lounge, Kitchen, Bedroom
Flat 4: Entrance Hall, Kitchen, Bathroom, Lounge, Bedroom

Second Floor:

Flat 5: Reception Hall, Kitchen, Bedroom, Lounge, Bathroom

Outside:

Tarmacadam forecourt and pedestrian side access to rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Brierley Hill Labour Club, Pearson Street, Brierley Hill DY5 3BL

Property Description:

A detached Members/Social Club of predominantly two storey brick construction surmounted by a pitched tile clad roof having single storey brick built extensions to the rear and sides and occupying a sizeable rectangular shaped plot extending to an area of approximately 0.55 acres and providing ample car parking for approximately 50 vehicles.

The accommodation internally comprises of Members Club facilities within the Ground Floor which includes a Main Concert/Function Room along with First Floor Office and Living Accommodation. The property is situated to the south side of Pearson Street opposite Asda Superstore and close to the junction with High Street in the centre of Brierley Hill.

Planning:

We are advised that the property has an established Members Club use. The property/site may be suitable for alternative use/redevelopment and all interested parties should contact the local planning department at Dudley MBC prior to bidding to discuss the viability of their proposals.

Accommodation:

Ground Floor:

Reception Area, Ladies, Gents and Disabled Toilets with modern fitments, Store, Concert/Function Room with Stage having Two Ancillary Rooms, a Centrally Located Bar, Lounge Area, Games Room, Inner Hall with Cellar Access, Kitchen, Staff Room with Boiler/Meter Cupboards

First Floor:

Subdivided into Living Accommodation and Offices:

Living Accommodation:

Large Landing, Three Bedrooms, Bathroom, Lounge, Dining Kitchen

Office Accommodation:

Reception Area, Three Offices, Lobby and Separate WC

Gross Internal Area

Ground Floor:	544.14sq.mtrs (5,857sq.ft)
Basement/Cellar:	31.49sq.mtrs (339sq.ft)
First Floor: Office/Living Accommodation:	160.56sq.mtrs (1,728sq.ft)
Total:	736.19sq.mtrs (7,925sq.ft)

Outside

Tarmacadam car parking area front and side

Site Area: 0.55 acres (0.222 hectares)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





COTTONS
THE AUCTIONEERS





26 Milford Road, Wolverhampton West Midlands, WV2 4NG

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from mostly UPVC double glazed windows, three bedrooms and a garage located to the rear but requiring some cosmetic improvement and modernisation. The property is set back behind a lawned foregarden and Milford Road is situated between Stanford Road and Lower Villiers Street conveniently located within less than half a mile distance to the south of Wolverhampton City Centre and St Johns Ring Road.

Accommodation:

Ground Floor:

Reception Hall, Lounge, Dining Room, Conservatory and Kitchen

First Floor:

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

Outside:

(Front) Lawned foregarden with pedestrian side gated access

(Rear) Paved yard, lawned garden, further garden area and a concrete sectional garage accessed by way of a shared rear driveway.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

PROXY & TELEPHONE BIDDING

**We can arrange to set up Telephone or
Proxy Bids if you are unable to attend the Auction**

Please contact the Auction Team on

0121 247 2233

For further details and Terms & Conditions





Flat 1 Talbot House Talbot Street Brierley Hill DY5 3DL

Property Description:

A second floor flat located in a brick built building directly fronting Talbot Street. The flat benefits from having UPVC double glazed windows and gas fired central heating. Talbot Street is located off High Street and is within walking distance to the main shops and amenities located in Brierley Hill. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £390.00 per month (£4,680.00 pa).

Accommodation:
Ground Floor:

Communal entrance and stairs to

Second Floor:

Having entrance hallway, Lounge, Kitchen, Bedroom, Bathroom having panelled bath, washbasin and WC

Leasehold Information:

Term: A new 99 year lease will be assigned on completion.
Ground rent: Refer to legal pack
Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Flat 2 Talbot House Talbot Street Brierley Hill DY5 3DL

Property Description:

A second floor flat located in a brick built building directly fronting Talbot Street. The flat benefits from having UPVC double glazed windows and gas fired central heating. Talbot Street is located off High Street and is within walking distance to the main shops and amenities located in Brierley Hill. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £390.00 per month (£4,680.00 pa).

Accommodation:
Ground Floor:

Communal entrance and stairs to

Second Floor:

Having entrance hallway, Lounge, Kitchen, Bedroom, Bathroom having panelled bath, washbasin and WC

Leasehold Information:

Term: A new 99 year lease will be assigned on completion.
Ground rent: Refer to legal pack
Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





9 Carisbrook Road, Edgbaston Birmingham B17 8NM

Property Description:

A substantial detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden and dual entrance tarmacadam covered driveway providing off road parking for numerous vehicles. The property further benefit from having a two storey double garage with living accommodation above. The property has formally been converted to provide six self-contained flats, five allocated in the main building and one above the garage. The property as a whole benefits from majority UPVC double glazed windows and gas and electric heating. Carisbrook Road is located off Sandon Road which in turn runs onto the Hagley Road (A456) and provides direct access to Birmingham City Centre. All six of the flats are currently let and produce a total rental income of £32,460.00 per annum. A schedule of tenancies are detailed below

Schedule of tenancies:

Flat 1:	£450.00 pcm (£5,400.00 per annum)
Flat 2:	£500.00 pcm (£6,000.00 per annum)
Flat 3:	£500.00 pcm (£6,000.00 per annum)
Flat 4:	£450.00 pcm (£5,400.00 per annum)
Flat 5:	£425.00 pcm (£5,100.00 per annum)
Flat 6 (above garage):	£380.00 pcm (4,560.00 per annum)
Total Rental Income:	32,460.00

Accommodation:

Main Building:

Large communal entrance hallway

Flat 1:

Having kitchen, lounge, bedroom and shower room with shower cubicle, WC and washbasin and veranda

Flat 2:

Having lounge, kitchen, two bedrooms and bathroom with separate WC stairs to first floor

First Floor:

Flat 3:

Entrance hallway, lounge, kitchen, bedroom and bathroom having corner bath, shower cubicle, WC and washbasin

Flat 4:

Lounge, kitchen, two bedrooms and bathroom with panelled bath washbasin and WC

Second Floor:

Flat 5:

Having lounge, kitchen, bedroom and bathroom

Flat 6 (above double garage)

Stairs to first floor, kitchen, lounge, bedroom and bathroom having panelled bath, washbasin and WC, electric shower over the bath.

Outside:

(Front) Dual entrance tarmacadam covered driveway allowing for off road parking for numerous vehicles and access to double garage.

(Rear) Communal lawned gardens



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





38 Melverton Avenue, Bushbury, Wolverhampton WV10 9HN

Property Description:

A semi detached property with rendered frontage surmounted by an interlocking hipped tile clad roof set back from the road behind a block paved foregarden. The property benefits from having well laid out accommodation and includes UPVC double glazed windows and gas fired central heating. Melverton Avenue is located off Wingfoot Avenue which in turn can be found off Bushbury Lane. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500 per calendar month (£6,000 per annum).

Accommodation:
Ground Floor:

Entrance Hallway, Lounge, Kitchen and WC, stairs and landing to

First Floor:

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

Outside:

(Front) - Block paved foregarden

(Rear) - Patio area and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

23 Perrott Street, Winson Green, Birmingham, B18 4LZ

Property Description:

A mid-terraced property of rendered 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, gas fired central heating and modern kitchen fitments. Perrott Street is located off Foundry Lane which in turn is found off Winson Green Road (A4040). The property is currently let on an Assured Shorthold Tenancy at a rental of £500.00 pcm (£6,000.00 pa)

Accommodation:
Ground Floor:

Lounge, Dining room, kitchen

First Floor:

Two bedrooms and bathroom having panelled bath washbasin and WC

Outside:

(Front) Walled Garden

(Rear) Garden


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



The Former New Queens Arms Public House, 10 Wellington Road, Bilston, West Midlands WV14 6AA

Property Description:

A two storey freehold former public house of traditional brick construction having rendered elevations and surmounted by a pitched tile clad roof. The property is situated close to the junction with Short Street which we understand provides rear vehicular delivery access. The property benefits from UPVC double glazed windows and gas fired central heating. The property is surrounded by a large residential catchment area and Wellington Road (A41) contains a wide range of local retail shops and services. Wolverhampton City Centre lies within approximately two miles distance to the North West.

Advertising Hoarding:

An advertising hoarding is situated to the right hand gable wall and produces an income of £2,080 per annum. Details of this are available in the Legal Pack.

Accommodation:

Ground Floor:

Entrance Hall, Lounge area, Rear Bar Area with Cellar access having Three Rooms, Lobby, Store, Ladies and Gents Toilets

First Floor:

Inner Hall, Stairs and Landing to Living Accommodation, Shower Room with shower cubicle, wash basin and wc, Store/Office, Bedroom One (double), Bedroom Two (small double), Lounge opening to Dining Kitchen

Outside:

(Rear) Yard with vehicular gated access

Gross Internal Area:

Ground Floor: 143sq.mtrs (1,541sq.ft)

Cellar: 52.74sq.mtrs (567sq.ft)

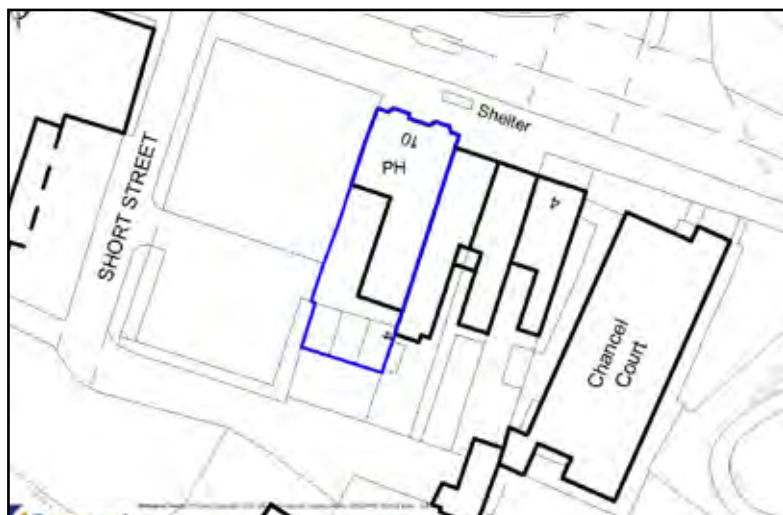
First Floor: 85.95sq.mtrs (925sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





81 Steward Street Birmingham B18 7AF

Property Description:

A freehold mixed investment property comprising of a public house to the ground floor along with three bedrooms all currently let and shared communal areas to the first floor and self contained flat to the second floor. Steward Street is located off both Cope Street and Spring Hill (A457) the property is within half a miles distance of Birmingham City Centre. The property is fully let producing a rental of £27,060.00 per annum - a schedule of tenancies is detailed below.

Schedule of Tenancies:

Ground Floor: Public House let on a Lease for a term of 8 years from the 8th of August 2008 at a rental of £18,000.00 per annum

First Floor: Room 1: let on an Assured Shorthold Tenancy producing a Rental of £115.00 pcm (£1,380.00 per annum)

Room 2: let on an Assured Shorthold Tenancy producing a rental of £195.00 pcm (£2,340.00 per annum)

Room 3 : let on an Assured Shorthold Tenancy producing a Rental of £150.00 pcm (£1,800.00 per annum)

Second Floor: One bed flat let on an Assured Shorthold Tenancy Agreement
Producing a rental of £295.00 pcm (£3,540.00 per annum)

Total Rental Income £27,060.00.

Accommodation:

Ground Floor:

Public House (please note the Auctioneers have not inspected this part of the accommodation) separate entrance to first and second floors

First Floor:

Having three lettable rooms communal bathroom with shower cubicle WC and washbasin and communal kitchen stairs to second floor

Second Floor:

Self contained flat having kitchenette, lounge/bedroom and shower room having shower cubicle, WC and washbasin

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

By Instructions of the Heart of England Co-operative Society Due to Relocation Freehold Vacant Possession



36/37A Sheep Street, Rugby, Warwickshire CV21 3BX

Property Description:

A prominent three storey mid terraced town centre shop unit comprising of retail accommodation on the ground floor with access to basement storage and also ancillary staff and office accommodation to the upper floors. There is a separate entrance and stairwell access to the upper floors directly from Sheep Street. The property is situated in a prime position within the pedestrianised Town Centre retail area. Nearby occupiers include Boots, WH Smith, Principles, Ladbrookes, Dorothy Perkins, Cheltenham & Gloucester Bank and Ask Restaurant. The property is also located within close proximity to the Swan Centre and the Asda/Clock Tower Shopping Centre.

Ground Floor – Retail Shop:

Single glazed aluminium shop front with internal security shutters, suspended ceiling with recessed lighting, down-lighters above the front display window, emergency lighting and a fire alarm system, Access to Basement and a Separate Stair Access off Sheep Street to

First Floor:

Three Offices/Store Rooms, Kitchen/Staff Area and Staff Toilets/Washing Facilities

Second Floor:

Three Store Rooms, Bathroom and Kitchen

Net Internal Areas (approximately)

Ground Floor: 97.18Sq.mtrs

(1,046sq.ft)

Basement: 32.89sq.mtrs (354sq. ft)

First Floor: 83.15sq.mtrs (895sq. ft)

Second Floor: 65.76sq.mtrs (708sq.ft)

Note: VAT at the current rate will be payable by the purchaser upon the full purchase price.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





3 Mostyn Crescent West Bromwich West Midlands B71 2QH

Property Description:

A semi-detached property of brick construction set back from the road behind a paved fore-garden. The property benefits from gas fired central heating. Mostyn Crescent is located off The Broadway which in turn is found off Coles Lane

Accommodation:

Ground Floor:

Entrance Hallway, Dining Room, Lounge, Kitchen, Stairs to first floor

First Floor:

Having Three Bedrooms and Bathroom with panelled bath, washbasin and WC.

Outside:

(Front) Paved fore-garden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Fast funding for property professionals

MEET US
AT THIS
AUCTION

Quick Decisions Quick Funding

*Direct from an
established lender*

**Substantial
Funding Available**

**Deal Directly with
the Decision Maker**

**Auction Finance
Specialists**

**Rapid Completion
Period**



**Call us
now:**

**auction
finance**

fast funding for property professionals

Scott Hendry

National Development Manager
mobile: 07778 150 845
email: scott.hendry@auctionfinance.co.uk

Zac Zorno

Business Development
mobile: 07780 703 689
email: zac.zorno@auctionfinance.co.uk

**auction
finance**

working in
association with



0844 873 4228



www.auctionfinance.co.uk





70 High Street Dudley West Midlands DY1 1PY

Property Description:

A mid-terraced three storey commercial unit of brick construction surmounted by a pitched tiled roof directly fronting Dudley High Street which comprises of a busy shopping area containing a wide range of retail amenities and services. The property consists of a ground floor retail unit with basement and two self-contained office suites to the first and second floors. The property has recently undergone refurbishment works. The property is currently fully let and produces a total rental income of £1,283.00 pcm (£15,400.00 per annum). A schedule of Leases are detailed below

Schedule of Leases:

Lease information: Ground floor and basement let on a 3 years full repairing and insuring Lease for a term of 3 Years which commenced on the 25 January 2011 at a rental of £693.00 pcm (£8,320.00 per annum).

First Floor: Let on a 12 twelve month licence which commenced on the 19 March 2011 and produces a rental of £295.00 pcm (£3,540.00 per annum).

Second Floor: Let on a 12 twelve month licence which commenced on

the 19 March 2011 and produces a rental of £295.00 pcm (£3,540.00 per annum).

Total rental income: £1,283.00 pcm (£15,400.00 per annum)

Accommodation:

Ground Floor:

Retail area, Store Room, Office WC and Kitchenette approximately 104.04 sq.m (1,120 sq ft) stairs down to basement approximately 65 sq.m (700 sq ft)

First Floor:

Access via separate entrance from the High Street, open plan office with kitchenette, shower room with WC approximately 41.8 sq.m (450 sq ft).

Second Floor

Access via separate entrance from the High Street, open plan office with kitchenette, shower room with WC approximately 41.8 sq.m (450 sq ft).

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Freehold Commercial Premises By Instruction of the Mortgagees Not in Possession



13 Market Place, Great Bridge, Tipton, West Midlands DY4 7AR

Property Description:

A three storey brick built building directly fronting Market Place within close proximity to the shops and amenities of Great Bridge. Market Place is located off the junction with Horseley Heath and the Black Country Spine Road (A41).

Accommodation:

(Not inspected)

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:

Via Cottons – 0121 247 2233

ID

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

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

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





128 Stafford Street Dudley West Midlands DY2 1RS

Property Description:

A freehold brick built premises comprising of a ground floor retail unit and a one bedroom self contained flat to the first floor access via a separate entrance. The property is located close to the junction with Stafford Street and Dudley High Street which provides a wide range of shops and amenities. The ground floor and first floor are both currently let producing a total rental of £12,240.00 per annum. A schedule of leases are detailed below

Lease Schedule:

Ground Floor:

The property is currently let on a Lease for a term of seven years commencing on the 15th of August 2008 and producing a rental of £160.00 per week (£8,320.00 per annum)

First Floor Flat:

Currently let on a Tenancy Agreement for a term of 12 months starting on the 26th of

March 2011 producing a rental of £75.00 per week (£3,900.00 per annum)

Accommodation:

Ground Floor:

Communal entrance, retail area extending to approximately 14.89 sq.m

(160.2 sq ft), rear room extending to approximately 10.36 sq.m (111.5 sq.ft)

First Floor

Flat access via separate entrance stairs to living room, kitchen, bedroom and bathroom having panelled bath, electric shower above, wash basin and WC

Outside:

(Front) Yard area access via secured double gates

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 7th July 2011** 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.





764 Coventry Road Small Heath Birmingham B10 0TX

Property Description:

A three storey mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a tarmac covered driveway allowing for off road parking. The property benefits from having five bedrooms and provides spacious accommodation over three stories however does require improvement. The property is located on the Coventry Road close to the junction with St.Benedicts and Heather Road.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen and Bathroom having panel bath, wash basin and wc, stairs to

First Floor:

Bedrooms 1 to 3 and Bathroom with panelled bath, washbasin and WC stairs to

Second floor:

Bedrooms 4 -5

Outside:

(Front) Tarmac covered fore-garden providing 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.





766 Coventry Road Small Heath Birmingham B10 0TX

Property Description:

A three storey mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a tarmac covered driveway allowing for off road parking. The property benefits from having six bedrooms and provides spacious accommodation over three stories however does require improvement. The property is located on the Coventry Road close to the junction with St.Benedicts and Heather Road.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, stairs to

First Floor:

Bedrooms 1 to 4 and Bathroom with panelled bath, washbasin and WC stairs to

Second floor:

Bedrooms 5 and 6

Outside:

(Front) Tarmac covered fore-garden providing off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





2 Wolverton Road, Stony Stratford, Milton Keynes. Buckinghamshire, MK11 1DX

Property Description:

A attractive period built Grade II Listed retail premises of two storey stone construction surrounded by a pitched tile clad roof and attached to a parade of shops and adjacent to The Plough public house. The property is in a good decorative and presentable condition, currently fitted out and trading as a Barbers Shop and Beauty Salon and occupies a busy town centre location. Stony Stratford comprises of a popular and historic market town situated in north Buckinghamshire and is conveniently within approximately 5 miles distance from Milton Keynes, 12miles from Northampton and 10 miles from the M1 motorway (junction 15)

Tenancy Information:

The property is currently let on a lease for a term of 10 years which commenced on 1st February 2006 on full repairing and insuring terms and at a current rental of £9,700 per annum, subject to five yearly reviews.

Accommodation:

Ground Floor:

Retail /Barbers Shop, Two Rear Store Rooms – 18 sq. mtrs (193 sq. ft.)

An integral electricity substation is located in the rear part of the building and is excluded from the title.

First Floor:

Four Salon/Treatment/Storage Rooms and WC – 38.95 sq. mtrs (419 sq. ft.)

Outside:

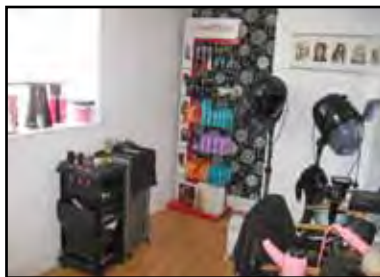
Side yard/parking space

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 45

Freehold Vacant Possession

**377 Highfield Lane,
Quinton, Birmingham
B32 1RX**

Property Description:

A four bedroomed mid-terraced property of brick construction surmounted by an interlocking tiled roof set back from the road behind a lawned fore-garden. The property benefits from having gas fired central heating however does require some modernisation and improvement. Highfield Lane can be located off Simmons Drive and Ridgacre Road.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, WC, Kitchen Diner, Lounge and Office stairs to first floor

First Floor:

Having four bedrooms and bathroom with panelled bath washbasin and WC



Outside:

(Front) Lawned Garden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 46

Freehold Land



**Land at Campbell Street, Brierley Hill,
West Midlands, DY5 3YG**

Description:

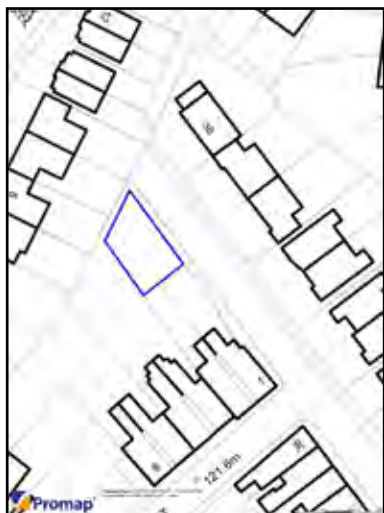
A parcel of Freehold Land roughly rectangular in shape extending to approximately 126.17 m.sq (0.031 acres) and situated to the rear of 1 and 2 Ragland Street, and fronting Campbell Street. Campbell Street can be located off Cressett Lane which in turn is found off High Street (B4180). The Land is within approximately 1 miles distance from the Merry Hill Shopping Centre and Brierley Hill.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





44 Stringes Lane, Willenhall, West Midlands, WV13 1LU

Property Description:

A residential development opportunity comprising of a rectangular site currently containing a substantial workshop/warehouse unit of traditional brick construction surmounted by a pitched roof, and benefiting from planning consent for demolition of the existing building and erection of 9 Apartments.

The property has a substantial frontage to Stringes Lane and is prominently situated at the junction with St. Annes Road, within approximately half a mile to the North East of Willenhall Town Centre. Both Walsall Town Centre and Wolverhampton City Centre are within approximately three and a half miles distant and the M6 motorway (junction 10) is within approximately two miles distance.

Planning:

The property benefits from planning consent granted by Walsall Council (Ref:11/0109/FL and dated 3 May 2011) for the

demolition of the existing building and the erection of 9 apartments (8 x 2 bed & 1 x 1 bed) with associated amenity facilities. A copy of the planning consent is available for inspection from either the Auctioneers offices or from Walsall Council website.

Existing Accommodation:

Ground Floor:

Main Workshop, Works Office and WC

First Floor:

Workshop/Storage area with some partitioning

Total Floor Area
715.4sq.m. (7,701sq.ft.)

Outside:

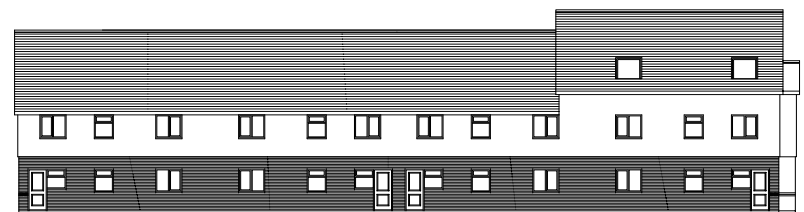
Forecourt, car parking area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



REAR ELEVATION To wooded embankment



FRONT ELEVATION To Stringes lane
Front wall and railings omitted for clarity





Former Duke's Head PH, Duke Street, Wolverhampton, WV1 3LN

Property Description:

A substantial detached former public house which has more recently been used as warehouse/workshop accommodation, being located on the corner of Duke Street and Walsall Street. The existing property benefits from substantial accommodation over two/three storeys and comprises of the former three storey Public House accommodation with a more modern two storey loading bay/warehouse to the side, which is intercommunicating. The site has Planning Consent for the demolition of the existing building and development of 7 No. Two Bedroom apartments

Accommodation:

Ground Floor:

Three Rooms, WCs, Kitchen, Loading Bay/Storage Unit

Gross Internal Area: 237.6sq.m.
(2,557sq.ft.)

First Floor:

Seven Rooms, WCs
Gross Internal Area: 209sq.m.
(2,249sq.ft.)

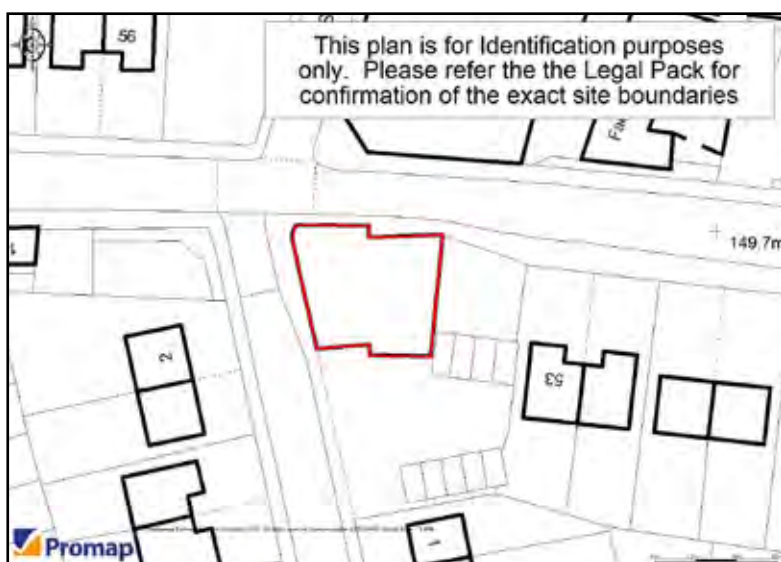
Second Floor:

Four Rooms:
Gross Internal Area: 78.8sq.m.
(848sq.ft.)

Total Floor Area: 535.2sq.m.
(5,761sq.ft.)

Planning:

The site benefits from Full Planning Consent for the 'Demolition of existing Public House and erection of 7 No. 2 Bedroom apartments', granted by Wolverhampton City Council on 20 May 2009 (Ref – 09/00143/FUL)



Please Note: VAT is payable on the purchase price

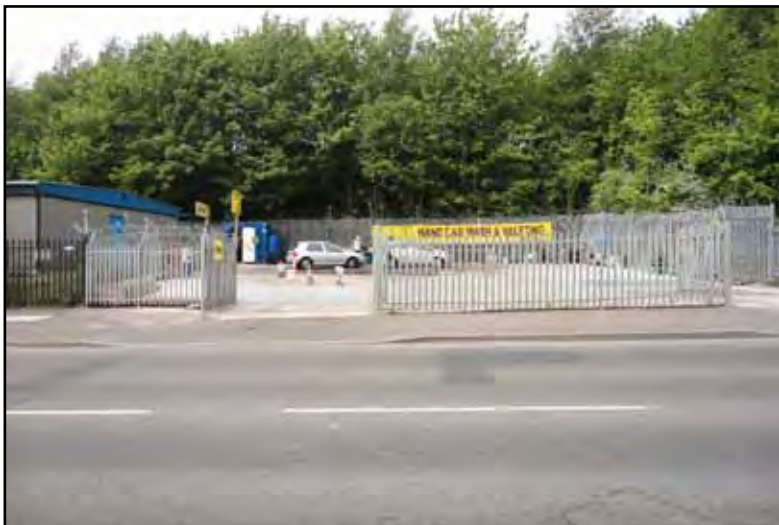
Viewings:
Via Cottons – 0121 247 2233

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



COTTONS
THE AUCTIONEERS





Car Wash Premises Adjacent to 104 Broad Lanes, Bilston, Wolverhampton WV14 0RQ

Description:

A investment opportunity comprising of a secure rectangular shaped site with planning consent for use as a hand car wash and valeting premises and prominently situated fronting Broad Lanes close to the junction with Coseley Road. The site is well secured with palisade fencing, has separate gated entrance and exists and is hard surfaced with surface drainage and mains electricity and water connections. Broad Lanes/ Coseley Road leads directly off Black Country Route (A463) and the site is within approximately half a mile distance from Bilston Town Centre.

Planning:

The site benefits from planning consent granted by Wolverhampton City Council (Ref: 09/00718/FUL and dated 4 January 2010) for change of use of vacant land to hand car wash and valeting services including boundary fencing.

Site Area: 450 sq. mtrs
(4843 sq. ft.) Approx

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Rental Information:

The property is currently let on a Lease of a Term of 10 years from 1st October 2011 at a rental of £600 per calendar month (£7,200 per annum) with a five yearly rent review.





59 Uplands Roads Handsworth Birmingham West Midlands B21 8BU

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 UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings. Uplands Road is located off both Rookery Road (A4040) and Sandwell Road (A4040). The property is currently let on a 12 month Company Tenancy Agreement from the 30 November 2010 producing a rental of £500.00 pcm (£6,000.00 per annum).

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen stairs to first floor

First Floor:

Having Two bedrooms and Bathroom with 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

PLANNING PERMISSION

BUILDING PLANS

BUILDING SURVEYS

planning headaches removed...



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

- £50 for householder applications.
- £500 for major applications.
- £170 in any other case.

Contact John Wilson or Glenda Parkes on 0121-777-1333

EXTENSIONS - ALTERATIONS - NEW BUILD

thetylerparkespartnership

architecture town planning design

ONE OF OUR PLANNERS WILL BE AVAILABLE DURING THE MORNING AT THE AUCTION TO GIVE ADVICE





Unit 4 Fournier House, Tenby Street, Birmingham B1 3AJ

Property Description:

A self contained office suite contained within a traditional built former industrial building which was converted in approximately 2003 into a total of 6 separate office suites. The property is served by communal reception hall, stairs and landing areas and is located on the first floor. The property is well laid out having partial double glazed windows, electric heating, security door entry system and containing a range of modern fitments.

Tenby Street leads off Albion Street which in turn leads off Frederick Street and forms part of the popular Jewellery Quarter area famous for its jewellery manufacturing and which has recently undergone significant redevelopment creating a range of modern business and residential accommodation.

Accommodation:

Ground Floor:

Communal Reception Hall and Stairs

First Floor:

Communal Landing

Unit 4 Fournier House:

Entrance Hall, L-Shaped Open Plan Office Suite with electric heating, laminate floor and door entry phone, Lobby with wash basin, Two Separate WCs leading off, Kitchenette with sink unit, Board Room/Separate Office

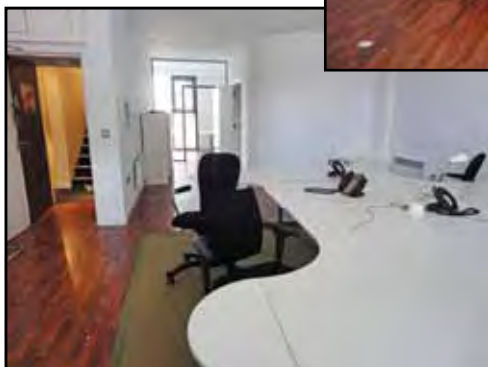
Gross Internal Area: 57.2sq.mtrs
(615sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Unit 6 Fournier House, Tenby Street, Birmingham B1 3AJ

Property Description:

A self contained office suite contained within a traditional built former industrial building which was converted in approximately 2003 into a total of 6 separate office suites. The property is served by a communal reception hall, stairs and landing areas and comprises of a duplex unit located on the second and third floors. The property is well laid out having partial double glazed windows, electric heating, security door entry system and containing a range of modern fitments.

Tenby Street leads off Albion Street which in turn leads off Frederick Street and forms part of the popular Jewellery Quarter area famous for its jewellery manufacturing and which has recently undergone significant redevelopment creating a range of modern business and residential accommodation.

Accommodation:

Ground Floor:

Communal Reception Hall and Stairs

Second Floor:

Communal Landing

Unit 6, Fournier House:

Entrance Hall, Open Plan Office with electric panel heating, security door entry system, Kitchenette with sink unit, Lobby with wash basin and Two Separate WCs, Rear Office with electric panel heating and Store Cupboard

Third Floor:

With internal stairs to a Mezzanine Style Board Room/Open Plan Office

Gross Internal Area: 82.2sq.mtrs (884sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**9 Riland Grove, Sutton
Coldfield,
West Midlands
B75 7AW**

Property Description:

A traditional mid terraced cottage of brick construction surmounted by a pitched replacement tile clad roof requiring complete modernisation and improvement. Riland Grove comprises of a pedestrian cul-de-sac located off Riland Road which in turn leads off Rectory Road and the property is conveniently located within approximately one third of a mile distance from both Good Hope Hospital and Sutton Coldfield Town Centre which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Two Double Bedrooms



Outside:

(Front) Foregarden

(Rear) Yard/Garden with rear pedestrian access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

**14 Riland Grove, Sutton
Coldfield,
West Midlands
B75 7AW**

Property Description:

A traditional mid terraced cottage of brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating. Riland Grove comprises of a pedestrian cul-de-sac located off Riland Road which in turn leads off Rectory Road and the property is conveniently located within approximately one third of a mile distance from both Good Hope Hospital and Sutton Coldfield Town Centre which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen

First Floor:

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



Outside:

(Front) Paved foregarden

(Rear) Paved yard with brick stores and wc and a gravelled garden area having shared pedestrian access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



31 Lupin Road, Kate's Hill, Dudley, DY2 7NR

Property Description:

A semi detached house of rendered brick construction surmounted by a slate clad roof requiring modernisation and repair throughout. Lupin Road leads off Bunn's Lane and forms part of an established residential area known as Kate's Hill and the property is conveniently within approximately three quarters of a mile distance from Dudley Town Centre.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Rear Entrance Hall, Separate WC, Kitchen, Bathroom

First Floor:

Stairs and Landing, Two Double Bedrooms

Outside:

(Front) Foregarden with pedestrian side access to rear

(Rear) Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Freehold Vacant Garage



Garage at Willow Avenue, Edgbaston, Birmingham B17

Description:

A freehold single car garage located in a yard having gated vehicular access and located directly off Willow Avenue and adjacent to Hickory Drive. The garage requires repair and the provision of a garage door and forms part of a residential area containing a range of houses and maisonettes.

Willow Avenue leads off Sandon Road which in turn leads off Hagley Road.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External only





83 Brades Road, Oldbury, West Midlands B69 2EB

Property Description:

A single storey semi detached hot food takeaway unit of brick construction surmounted by a mono pitched roof and forming part of a mixed residential/ industrial area located directly between Wolverhampton Road (A4123) and Dudley Road (A457) and within approximately half a mile distance from Oldbury Town Centre.

Planning:

Planning consent was granted by Sandwell Metropolitan Borough Council (Ref: DC/06/46789 and dated 20th October 2006) for change of use to a Hot Food Takeaway with opening hours between 5pm and 11pm on Mondays to Saturdays inclusive. Planning permission was further granted (Ref: DC/09/51190 and dated 4th September 2009) to include additional opening hours of 7am to 2pm on Mondays to Saturdays inclusive.

A copy of the Planning Consent is available for inspection from both the Auctioneers' offices and from Sandwell MBC website

Accommodation:

Ground Floor:

Retail Shop/Hot Food Takeaway with UPVC Shop Front and Door, Tiled Walls and Floor, Rear Lobby leading to a Shared Rear Access and Cloak Room with wc and wash basin

Outside:

Parking Space

Gross Internal Area: 21.92sq.mtrs (235sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Leasehold Vacant Possession (Option Available to Purchase the Freehold)

9 Carpenters Road, Lozells, Birmingham B19 2BA

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof set back behind a walled foregarden and requiring modernisation and improvement throughout. Carpenters Road forms part of an established residential area and runs directly between Lozells Road and Gerrard Street.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Walled foregarden
(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 the 21st July 2011. Please refer to the legal pack for full details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



77 Cranbrook Road Handsworth Birmingham B21 8PF

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a block paved and lawned fore-garden. The property benefits from having majority UPVC double glazed windows however does require some modernisation and improvement, the property further benefits from having off road parking to the rear accessed via a service road. Cranbrook Road is located off Sandwell Road (A4040) which is a continuation of both Island Road and Oxhill Road.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room and Kitchen stairs to

First Floor:

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

Outside:

(Front) Block paved and lawned fore-garden

(Rear) Lawned garden and off road parking to the rear accessed via a service road.

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.

Service Provided By The Essential Information Group Ltd
www.eigroup.co.uk 0870 112 30 40

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.



LOT 60

Freehold Vacant Possession

**35 Hunter Street,
Burton-on-Trent,
Staffordshire DE14 2SR**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, requiring complete modernisation and repair throughout. Hunter Street leads off Horninglow Road and the property is situated within approximately one mile distance to the north of Burton Upon Trent town centre.

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

Shared pedestrian access to rear yard and garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note: All parties viewing this property must exercise utmost caution and do so entirely at their own risk and neither the vendor nor auctioneers accept liability for any injury caused

LOT 61

Freehold Vacant Possession

**44 Maxwell Road,
Wolverhampton WV2
1DP**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows but requiring some cosmetic improvement and modernisation. Maxwell Road leads off Vicarage Road and the property is conveniently located within approximately one quarter of a mile distance to the south east of Wolverhampton City Centre.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Walled foregarden with shared pedestrian entry access to rear



(Rear) Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





1 Primrose Hill, Smethwick, West Midlands B67 6RA

Property Description:

A semi detached house of brick construction surmounted by a pitched slate clad roof providing well laid out accommodation but requiring complete repair and modernisation. The property occupies a generous corner plot at the junction with Hales Lane which in turn leads off Thimblemill Road (B4182). Bearwood Road Shopping Centre is within approximately one mile distance.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Room, Kitchen, Shower Room with wc

First Floor:

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

Outside:

(Front) Large foregarden with side access to rear
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Cottons

Chartered Surveyors

Residential Lettings

LANDLORDS

IS YOUR PROPERTY EMPTY???

Due to the recent high demand for rental property, we urgently require new properties to rent.

We are an established regulated professional agent specialising in your area

We are able to offer

- A professional service from an experienced agent
- Extensive marketing via the UK's largest websites rightmove and findaproperty
- Deposits registered with The Dispute Service
- Legal expenses and rent guarantee available

Call now for your free market appraisal

0121 247 2299



A freehold block of eleven retail shops known as Crown Buildings and having vacant possession



1, 3, 5, 7, 9, 11, 13, 15 & 17 Washwood Heath Road B8 1SH and 2 and 2B Alum Rock Road, Alum Rock, Birmingham B8 1JB

Property Description:

A unique opportunity to purchase a prominent block of eleven three storey retail shops having office/ancillary accommodation to the first and second floors over. The block forms part of a parade of 14 shops known collectively as Crown Buildings and is prominently situated at the junction of Alum Rock Road and Washwood Heath Road (B4114) overlooking Saltley Gate. The properties are of traditional brick construction surmounted by pitched tile clad roofs and are in need of repair and refurbishment. Some of the ground floor retail shops have been merged to create double/triple units and most of the first and second floor accommodation is accessed from a common landing area which leads off a central stairway adjacent to 1 Washwood Heath Road.

Planning:

The property may be suitable for redevelopment/alternative use subject to obtaining planning consent. All interested parties should make their enquiries in respect of any proposals which they may have by contacting the local planning department at Birmingham City Council prior to bidding.

Accommodation:

1 Washwood Heath Road:

Ground Floor:

Two Retail Shops, Cloak Room with wc, Two Private Offices
Basement Accommodation

3 & 5 Washwood Heath Road:

Ground Floor:

Double Retail Shop, Kitchen, Basement
First Floor
Hallway, Two Rooms and 3 X WC's

Second Floor:

Two Rooms

7, 9 & 11 Washwood Heath Road:

Ground Floor:

Three Merged Retail Shops, Wash
Room having wc

First Floor:

(No. 7)

One Room and Kitchen

(No. 9)

Subdivided into Five Rooms, Cloak
Room having wc

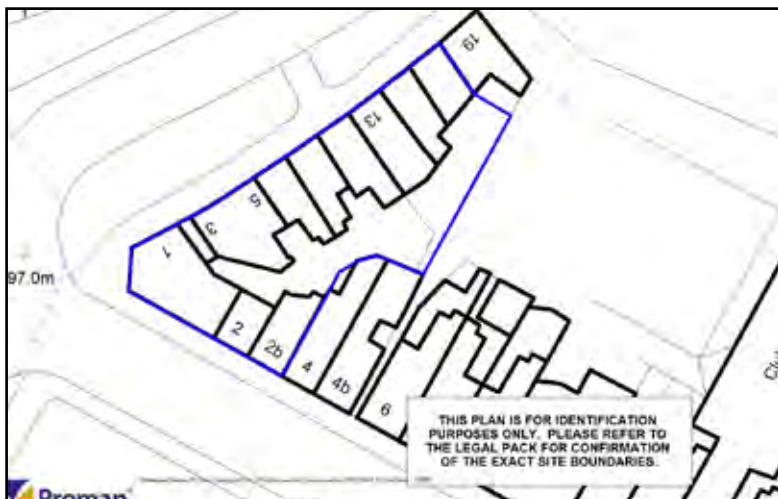
(No. 11)

Two Rooms and Wash Room with wcs

Second Floor:

Three Rooms

Please see
overleaf
for more
details



13 & 15 Washwood Heath Road:

Double Retail Shop, Rear Office/
Storage, Wash Room with Two Wc's

First Floor:

Lounge, Dining Kitchen, Two
Bedrooms, Two Shower Rooms with
wcs

Second Floor:

Three Bedrooms

17 Washwood Heath Road:

Having planning consent for a Hot Food
Takeaway

Ground Floor:

Servery/Customer Waiting Area,
Kitchen, Wash Room, Two Separate
Wc's, Rear Entrance

First Floor:

Lounge, Kitchen, Shower Room

Second Floor:

Two Bedrooms

2 & 2B Alum Rock Road:

Ground Floor:

Retail Shop, Partitioned Store, Cloak
Room with wc, Basement

(No. 2B)

Retail Shop, Rear Store and Basement

First Floor (Accessed from Central
Hallway)
Two Rooms and Kitchen

Second Floor:

Two Rooms

Outside:

Rear yard area



COTTONS
THE AUCTIONEERS



Please see
overleaf
for more
details



**1, 3, 5, 7, 9, 11, 13, 15 & 17
Washwood Heath Road B8 1SH
and 2 and 2B Alum Rock Road, Alum Rock,
Birmingham B8 1JB**

Net Internal Areas (Ground Floor Only):

1 Washwood Heath Road:	149sq.mtrs (1,608sq.ft)
3& 5 Washwood Heath Road:	73sq.mtrs (787sq.ft)
7 Washwood Heath Road:	35.5sq.mtrs (383sq.ft)
9 Washwood Heath Road:	36.7sq.mtrs (396sq.ft)
11 Washwood Heath Road:	36sq.mtrs (391sq.ft)
13 & 15 Washwood Heath Road:	91.7sq.mtrs (987sq.ft)
17 Washwood Heath Road:	28.9sq.mtrs (311sq.ft)
2 Alum Rock Road:	29.6sq.mtrs (319sq.ft)
2B Alum Rock Road:	39sq.mtrs (422sq.ft)
Total (Ground Floor Only):	519.4sq.mtrs (5,590sq.ft)

IMPORTANT INFORMATION

Deposits: The successful purchaser will be required to pay a deposit representing 10% of the purchase price in cleared funds strictly comprising of either a banker's draft/building society cheque or a debit card payment

Registration: All intended bidders are required to register with the auctioneers in advance of the auction sale (no later than close of business on Wednesday 25 May 2011) by completing a separate registration form available from the Auctioneers/Viewing Agent. Identification and proof of deposit will be required and upon acceptance we will issue all intended bidders with a registered bidding card applicable to this Lot only.

NOTE: THE AUCTIONEER RESERVES THE RIGHT TO REFUSE ALL BIDS FROM UNREGISTERED PARTIES.

Telephone/Proxy Bids: Telephone and proxy bidding will be accepted for this lot however numbers are strictly limited. Any person wishing to utilise this facility must contact the auctioneers in advance but no later than Friday the 20th May 2011.

Note: All parties viewing this property must exercise utmost caution and do so entirely at their own risk and neither the vendor nor auctioneers accept liability for any injury caused







4B Alum Rock Road, Alum Rock, Birmingham B8 1JB

Property Description:

An end terraced three storey retail shop of traditional brick construction surmounted by a pitched tile clad roof requiring repair and refurbishment and directly fronting Alum Rock Road which comprises of a busy shopping street containing a wide range of retail amenities and services which serve the surrounding predominantly residential catchment area. The property forms part of a prominent block of 14 shops known as Crown Buildings and located at the junction of Alum Rock Road and Washwood Heath Road overlooking Saltley Gate.

Accommodation:

Ground Floor:

Retail Shop with access to Basement, Inner Hallway with Separate WC, Kitchen, Office, Store Room/Office Two
Gross Internal Area: (Ground Floor)
65sq.mtrs (701sq.ft)

First Floor:

Flat 4B:

Rear Access (access stairs removed), Reception Room, Inner Hall, Bathroom, Kitchen, Lounge

Second Floor:

Stairs to Two Rooms

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note: All parties viewing this property must exercise utmost caution and do so entirely at their own risk and neither the vendor nor auctioneers accept liability for any injury caused




REFURBS BY EXPERTS

*Get profit out of your investment
or dealing activities ... fast!*

- ➔ Let our Expert Refurb team take the headache & cost out of your property projects
 - ➔ Fixed price and fast turnaround
 - ➔ Kitchens supplied/fitted from £850
 - ➔ Bathrooms supplied/fitted from £650
 - ➔ Flats fully refurbished from £4500
 - ➔ Houses fully refurbished from £5750
 - ➔ Houses converted into two flats from £8750
 - ➔ Commercial and Industrial refurbishments/
conversion work.
-

*We are landlords with properties
ourselves ... we know what works!*

Call: 01902 425459 or email:
refurbs@refurbsbyexperts.co.uk
www.refurbsbyexperts.co.uk

- 
1. Attend auction
 2. Buy dream property
 3. Arrange insurance with...

Jelf Clarke Roxburgh

With us you can benefit from:

- ◆ Competitive insurance premiums
- ◆ Specialist let property insurance
- ◆ Market leading policy cover
- ◆ Fast track claims service
- ◆ Minimal paperwork
- ◆ Advice and personal service from our property experts

Call us today for a free quotation

Tel 01684 571839

Fax 01684 569419

As recommended by

Cottons
RICS CHARTERED SURVEYORS

Jelf | Clarke Roxburgh www.jelfgroup.com

Jelf Clarke Roxburgh is a trading name of Jelf Insurance Brokers Ltd (Reg No. 0837227) which is part of Jelf Group plc and is authorised and regulated by the Financial Services Authority (FSA). Registered address: Fromeforde House, Church Road, Yate, Bristol, BS37 5JB (Registered in England and Wales). Not all products and services offered are regulated by the FSA.

Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit. _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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

No responsibility for loss occasioned to any person acting or refraining.

From auction as a result of the material included in this publication can be accepted by the author or publisher. © Royal Institution of Chartered Surveyors August 2009

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

- (a) produce to the **buyer** on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

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

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

G4. Title and identity

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

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

- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.

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

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

- (i) the application for registration of title made to the land registry;
- (ii) the **documents** accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.

(e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **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

Cottons

IMPORTANT NOTICE

We are currently updating our mailing list so if you require a catalogue for our next Auction on Thursday 7th July 2011 at Aston Villa Football Club, Birmingham, please complete the slip below and either hand it to us at the auction or post it to us at the address below. If we do not receive this then your details will be erased from our Mailing List. Alternatively, you may wish to subscribe to our annual Mailing List at cost of £25.00 including VAT which should be enclosed when you return this form to receive Catalogues for the next 12 months from the date of subscription.

Name

Address

Telephone No's

Date

Signature

‘The Auctioneers’

Cottons have been successfully disposing of property by Auction for well in excess of 50 years and are well established as one of the leading Auctioneers outside of London.

Our major auctions are held regularly at The Aston Villa Football Club and typically comprise of an extensive range of residential and commercial property, land and ground rent investments.

Whilst our catalogue will normally comprise of property within the Midlands Region, we have a proven track record for selling lots further afield and extending across the U.K.

IF YOU HAVE A PROPERTY TO INCLUDE IN A FUTURE AUCTION CONTACT THE AUCTION TEAM NOW ON 0121 247 2233

In addition, our extensive knowledge and expertise developed over the years enables us to provide our clients with a comprehensive range of quality services comprising;

‘The Estate Agents’

We now offer an unrivalled Estate Agency service from our offices at 361 Hagley Road, Edgbaston. For a list of properties currently available or for a free market appraisal please telephone 0121 247 4747.

‘The Letting Agents’

We provide a specialised letting service for both Landlords and Tenants.

‘The Property Managers’

We currently manage an extensive range of residential, commercial and industrial property throughout the UK for both private and corporate clients.

‘The Estate Managers’

We specialise in managing estate property of all types whether it be a block of flats/apartments, an office development, an industrial estate or a ground rent portfolio.

‘The Surveyors’

Our survey and valuation department is experienced in the valuation of all types of residential and commercial property.

‘The Property Insurance Specialists’

In conjunction with our brokers we can offer an extensive range of Insurance services for all types of property including buildings and contents cover and landlord's rental guarantee.

If you are looking for an Agent to provide unrivalled advice and service then please contact us.

Location



Cottons

Chartered Surveyors

Auction Department
361 Hagley Road
Edgbaston
Birmingham
B17 8DL

Tel: 0121 247 2233

Fax: 0121 247 1233

E-mail: auctions@cottons.co.uk

www.cottons.co.uk

