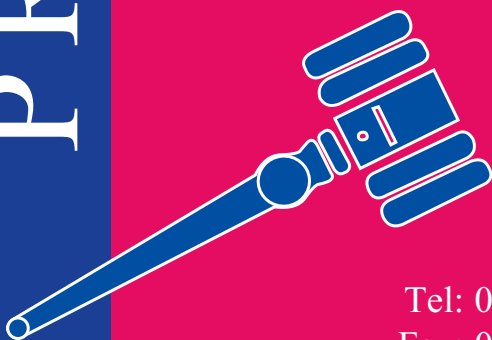


PROPERTY AUCTION

Cottons
Chartered Surveyors

**THURSDAY
7TH JULY 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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

65 LOTS

Comprising of a range of Residential and Commercial Vacant and Investment properties along with Freehold Land and Freehold Development Opportunities.

39	Freehold Vacant Residential Properties
1	Freehold Vacant Hotel
3	Parcels of Freehold Land
3	Freehold Residential Investments
8	Freehold Vacant Commercial Properties
2	Freehold Commercial Investment Property
2	Leasehold Vacant Residential Properties
1	Freehold Lock-Up Garage
2	Freehold Public House
3	Freehold Development Opportunities
1	Freehold Private Members Club

ORDER OF SALE

Lot	Property	
1	104 SOHO ROAD, HANDSWORTH, BIRMINGHAM, B21 9DP	Freehold Commercial Investment
2	64 DOWNSIDE ROAD, ERDINGTON, BIRMINGHAM, B24 8PH	Freehold Vacant Residential
3	1658 PERSHORE ROAD, KINGS NORTON, BIRMINGHAM, B30 3BH	Freehold Vacant Residential
4	26 HARDEN CLOSE, WALSALL, WS3 1BU	Leasehold Vacant Residential
5	75 FERNHURST ROAD BIRMINGHAM, B8 3EG	Freehold Residential Investment
6	1354 COVENTRY ROAD, YARDLEY, BIRMINGHAM, B25 8AF	Freehold Vacant Residential
7	330 NEWBURY LANE, OLDBURY, WEST MIDLANDS B69 1JJ	Freehold Vacant Residential
8	41 CATESWELL ROAD, HALL GREEN, BIRMINGHAM, B28 8NB	Freehold Vacant Residential
9	106 IVYHOUSE LANE, BILSTON, WEST MIDLANDS WV14 9LA	Freehold Vacant Residential
10	LAND AT ROWLEY REGIS, NEAR OLDBURY	Freehold Land
11	THE PINES, MOUNT ROAD, RUGELEY, STAFFORDSHIRE WS15 2TL	Freehold Vacant Residential
12	BUILDING PLOT 15A JUDGE ROAD, QUARRY BANK, BRIERLEY HILL, DY5 2HG	Freehold Building Plot
13	BRIERLEY HILL LABOUR CLUB, PEARSON STREET, BRIERLEY HILL DY5 3BL	Freehold Vacant Commercial
14	145 COLES LANE, SUTTON COLDFIELD, WEST MIDLANDS B72 1NL	Freehold Vacant Residential
15	44 NORTH STREET, DUDLEY, WEST MIDLANDS DY2 7DU	Freehold Vacant Residential
16	THE COACH HOUSE, 1069 WARWICK ROAD, ACOCKS GREEN, BIRMINGHAM, B27 6QT	Freehold Vacant Hotel
17	7 WOLVERHAMPTON ROAD, BLOXWICH, WALSALL, WS3 2EY	Freehold Vacant Commercial
18	19 ELLESBORO ROAD, HARBORNE, BIRMINGHAM, B17 8PU	Freehold Vacant Residential
19	13 ST. MARGARET'S ROAD, WARD END, BIRMINGHAM, B8 2BE	Freehold Vacant Residential
20	11 WILTON ROAD, ERDINGTON, BIRMINGHAM, B23 6UA	Freehold Vacant Residential
21	390 HIMLEY ROAD, GORNAL WOOD, DUDLEY, WEST MIDLANDS DY3 2QA	Freehold Vacant Residential
22	THE SURGERY KERRIA CENTRE, KERRIA ROAD, TAMWORTH, STAFFORDSHIRE B77 4EW	Freehold Development Opportunity
23	PEAR TREE COTTAGE. 5 SIGNAL HAYES ROAD, SUTTON COLDFIELD B76 2RS	Freehold Vacant Residential
24	71 RIDGEWAY, EDGBASTON, BIRMINGHAM, B17 8JA	Freehold Vacant Residential
25	1176 - 1178 COVENTRY ROAD, YARDLEY, BIRMINGHAM, B25 8DA	Freehold Vacant Commercial
26	15 AND 15A BROAD ROAD, ACOCKS GREEN, BIRMINGHAM, B27 7UZ	Freehold Vacant Possession
27	THE OLD RECTORY, SALTS LANE, DRAYTON BASSETT, STAFFORDSHIRE B78 3UD	Freehold Vacant Residential
28	123 HEDNESFORD ROAD, CANNOCK, STAFFORDSHIRE WS11 6BP	Freehold Residential Investment
29	93 WALSALL ROAD, WEST BROMWICH, WEST MIDLANDS B71 3HH	Freehold Vacant Residential
30	581 WALSALL ROAD, GREAT WYRLEY, WALSALL, WS6 6AE	Leasehold Vacant Residential



31	83 BRADES ROAD, OLDBURY, WEST MIDLANDS B69 2EB	Freehold Vacant Commercial
32	5 - 15 BROAD STREET, WOLVERHAMPTON, WV1 1JA	Freehold Commercial
33	LAND AT CAMPBELL STREET, BRIERLEY HILL, WEST MIDLANDS DY5 3YG	Freehold Freehold Land
34	3 CAMBERLEY, BEACON VIEW ROAD, WEST BROMWICH, WEST MIDLANDS B71 3PE	Leasehold Vacant Residential
35	3 JUBILEE AVENUE, WEST BROMWICH, WEST MIDLANDS B71 2QT	Freehold Vacant Residential
36	UNIT 3 SPARKHILL TRADING ESTATE, EVELYN ROAD, BIRMINGHAM, B11 3JJ	Freehold Vacant Commercial
37	1A HALLCHURCH ROAD, DUDLEY, WEST MIDLANDS DY2 0TG	Freehold Vacant Commercial
38	3 HIGH STREET, MARKET DRAYTON, SHROPSHIRE TF9 1PY	Freehold Vacant Commercial
39	GARAGE AT WILLOW AVENUE, EDGBASTON	Freehold lock up Garage
40	47 ETHEL STREET, SMETHWICK, WEST MIDLANDS B67 5AL	Freehold Vacant Residential
41	73 ETHEL STREET, SMETHWICK, WEST MIDLANDS B67 5AJ	Freehold Vacant Residential
42	THE CORNER OF VILLIERS STREET, WILLENHALL, WEST MIDLANDS WV13 1DF	Freehold Vacant Commercial
43	37 WILLOW CLOSE, HAGLEY, STOURBRIDGE, WEST MIDLANDS DY9 0LU	Freehold Vacant Residential
44	LAND REAR OF 65 - 97 IVY HOUSE ROAD, ROWLEY REGIS, NEAR OLDBURY	Freehold Land
45	8 HORNBY ROAD, GOLDTHORN PARK, WOLVERHAMPTON, WV4 5EY	Freehold Vacant Residential
46	THE CLOCK, NIMMINGS ROAD, HALESOWEN, WEST MIDLANDS B62 9JH	Freehold Vacant Commercial
47	51 DURLEY ROAD, YARDLEY, BIRMINGHAM, B25 8EH	Freehold Vacant Residential
48	29 TURNBERRY ROAD, GREAT BARR, BIRMINGHAM, B42 5HP	Freehold Vacant Residential
49	93 - 95 UTTOXETER OLD ROAD, DERBY, DE1 1NG	Freehold Vacant Commercial
50	THE OLD VICARAGE CHURCH STREET, UTTOXETER, STAFFORDSHIRE ST14 8AA	Freehold Vacant Residential
51	41 ETTINGSHALL ROAD, BILSTON, WEST MIDLANDS WV14 9UJ	Freehold Vacant Residential
52	218 BRADBURY LANE, HEDNESFORD, CANNOCK, STAFFORDSHIRE WS12 4EP	Freehold Vacant Residential
53	44 ROWLEY CLOSE, HEDNESFORD, CANNOCK, STAFFORDSHIRE WS12 4ET	Freehold Vacant Residential
54	49 ROWLEY CLOSE, HEDNESFORD, CANNOCK, STAFFORDSHIRE WS12 4ET	Freehold Vacant Residential
55	5 - 6 CROSS STREET, WILLENHALL, WEST MIDLANDS WV13 1PG	Freehold Commercial
56	69 THORNE ROAD, WILLENHALL, WEST MIDLANDS WV13 1AS	Freehold Vacant Residential
57	40 SHORT HEATH ROAD, BIRMINGHAM, B23 6JP	Freehold Vacant Residential
58	13 MARKET PLACE, GREAT BRIDGE, TIPTON, WEST MIDLANDS DY4 7AR	Freehold Vacant Commercial
59	42 VICTORIA ROAD, WEDNESFIELD, WOLVERHAMPTON, WV11 1RZ	Freehold Vacant Residential
60	54 SANDFORD AVENUE, ROWLEY REGIS, WEST MIDLANDS B65 9LT	Freehold Vacant Residential
61	242 ALBERT ROAD, ASTON, BIRMINGHAM, B6 5NL	Freehold Vacant Residential
62	18 WINDSOR ROAD, WOLVERHAMPTON, WV4 6HX	Freehold Vacant Residential
63	84 FOURTH AVENUE, WOLVERHAMPTON, WV10 9PY	Freehold Vacant Residential
64	687 KINGS ROAD, GREAT BARR, BIRMINGHAM, B44 9HP	Freehold Vacant Residential
65	20 LINK ROAD, EDGBASTON, BIRMINGHAM, B16 0EP	Freehold Vacant Residential

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.

MISREPRESENTATION ACT

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

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



IMPORTANT NOTICE

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

PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

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

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

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

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

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

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

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

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

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

AUCTION DEPOSITS

Auction deposits may be paid by the following methods

Bank/Building Society draft

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

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

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

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





104 Soho Road, Handsworth, Birmingham B21 9DP

Property Description:

An opportunity to purchase a freehold investment property in the heart of Handsworth comprising a three storey building let as the London Sweet Centre. The property is mid terraced forming part of a parade of shops on the busy Soho Road in Handsworth. The property is located opposite the junction of Soho Road and Holiday Road approximately two miles to the North West of Birmingham City Centre. West Bromwich Town Centre is located approximately two and a three quarter miles to the North West and the nearest Motorway Junction is located two miles to the West (Junction 1, M5). The property is of traditional three storey construction with glazed metal shop front with electric roller shutter protection and UPVC Double Glazed windows with the exception of the second floor.

Lease Details:

The property is subject to a Lease granted for a Term of 15 years from 23rd February 2004 ending on 22nd February 2019

Current Rental: £12,250 per annum

Rent reviews were due on 23rd February 2007 and 23rd February 2010. These are overdue and the purchaser will have the opportunity of dealing with these following completion. The lease is on Full Repairing and Insuring Terms.

Accommodation:

Ground Floor:

Retail/Seating Area: 38.9sq.mtrs (418sq.ft)
Kitchen: 27.9sq.mtrs (300sq.ft)
Cold Room

First Floor:

Two Store Room and Two WCs

Second Floor:

Two Store Rooms

Outside:

Rear paved yard leading to former garage now comprising a Store Room: 16.4sq.mtrs (177sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





64 Downside Road, Erdington, Birmingham, B24 8PH

Property Description:

A traditional semi-detached house of brick construction surmounted by a pitched tiled clad roof requiring complete modernisation and improvement throughout. Downside Road leads directly off Wheelwright Road and the property is within one miles distance from both Erdington High Street which provides access to a wide range of retail amenities and services and the M6 Motorway (Junction 6).

Accommodation:

Ground Floor:

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with Pantry, Lean-to Side Garage, Covered Passageway with brick store

First Floor:

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

Outside:

(Front) Foregarden

(Rear) Overgrown garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

HARRY R. BARBER. F.R.I.C.S.

CHARTERED SURVEYOR
ESTATE AGENT, VALUER AND AUCTIONEER

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.



LOT 3**Freehold Vacant Possession****1658 Pershore Road, Kings Norton, Birmingham B30 3BH****Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from gas fired central heating and three bedrooms but requiring modernisation and improvement throughout. The property is situated virtually opposite the junction with Dell Road and within less than half a mile distance from Cotteridge Shopping Centre which provides access to a wide range of retail amenities and services.

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

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

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Rear) Paved rear yard, shared pedestrian access and a predominantly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 4**Leasehold Vacant Possession****26 Harden Close, Walsall, West Midlands, WS3 1BU****Property Description:**

A first floor two bedroomed maisonette set back from the road behind a lawned fore-garden. The property benefits from having UPVC double glazing, and a garage located in a separate block. Harden Close can be found off Harden Road which in turn is located off Bloxwich Road (B4210)

Accommodation:**Ground Floor:**

Entrance and stairs to first floor

First Floor:

Having lounge, kitchen, two bedrooms and bathroom with panelled bath, wash basin and wc

Outside:

Lawned garden and garage located in a separate block

Leasehold Information:

Term: 99 Years from 31 December 1966

Ground rent: £20 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**75 Fernhurst Road,
Alum Rock, Birmingham
B8 3EG**

Property Description:

An end terraced house of brick construction surmounted by a pitched slate clad roof, set back off Fernhurst Road behind a residents car parking area. Fernhurst Road leads off Dorlcote Road which in turn leads off Alum Rock Road close to the junction with Cotterills Lane.

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

Accommodation:

Whilst the accommodation has not been inspected by the auctioneers, we understand from the vendor that it comprises of the following:

Ground Floor:

Front Reception Room, Rear Reception Room, Shower Room with wc, Kitchen

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with wc

Second Floor:

Two Attic Rooms



Outside:

(Front) Block paved driveway and shared access to a wooden side garage

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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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



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 15th September 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 7**Freehold Vacant Possession**

**330 Newbury Lane,
Oldbury,
West Midlands, B69 1JJ**

Property Description:

A mid-terraced house of brick construction surmounted by a pitched tiled clad roof set back behind a fore-garden and benefiting from UPVC double glazed windows and off road parking but requiring modernisation and improvement throughout. Newbury Lane leads directly off Wolverhampton Road (A4123) and the property is located within approximately one miles distance from the M5 Motorway (Junction 2).

Accommodation:**Ground Floor:**

Entrance hall, Lounge, Breakfast Kitchen with Pantry

First Floor:

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

**Outside:**

(Front) Lawned fore-garden with parking space

(Rear) Shared pedestrian entry access to yard, integral wc and partly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 8**Freehold Vacant Possession**

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

Property Description:

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

Accommodation:**Ground Floor:**

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

First Floor:

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

**Outside:**

(Front) Concrete fore-garden

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





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

Property Description:

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

First Floor:

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

Outside:

(Front) Foregarden with tarmacadam driveway, pedestrian side access to rear
(Rear) Yard/patio and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Reception Hall, Through Lounge/
Dining Room, Kitchen

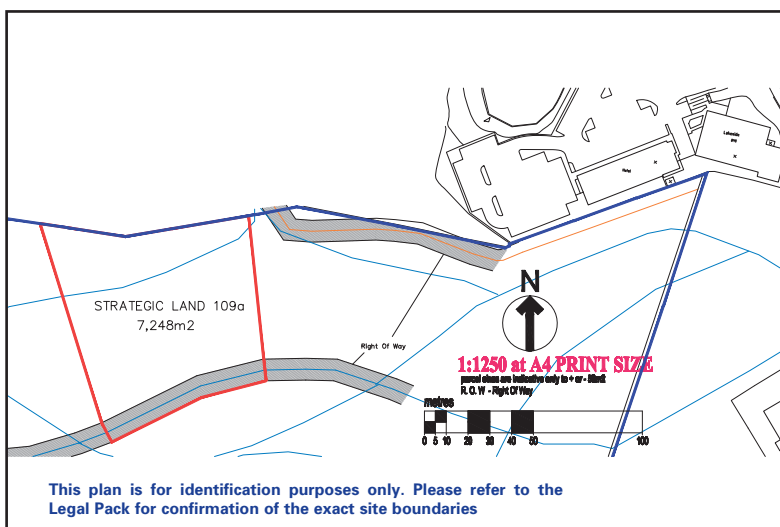
ID

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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.





Land at Rowley Regis, Near Oldbury, West Midlands (Ref SL109a)

Description:

A parcel of land comprising of a sloping irregular shaped unfenced site of about 1.8 acres (0.72 Hectares). The site is part of a large area of public open space which is bounded by housing to the South.

Site boundaries have been surveyed and can be set out by the vendor's appointed surveyor for a nominal charge using GPS survey equipment. The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-

East of Dudley town centre. The land is to the South of Bury Hill Park, approached from the Wolverhampton Rd (A4123).

Planning:

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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.



Freehold Detached Residence

By Instruction of Andrew Appleyard
(liquidator of Recycled Plastic Products Ltd)



The Pines, Mount Road, Etchinghill, Staffordshire WS15 2TL

Property Description:

A modern detached house set within mature gardens and occupying a sizeable plot extending to an area of approximately 0.2 acres (819sq. mtrs) and set back behind a gated forecourt which provides ample off road parking. The property provides well laid out family accommodation which benefits from gas fired central heating and whilst currently containing three bedrooms, has the flexibility to increase this to five bedrooms with the subdivision of the rear reception room. The property forms part of the popular Etchinghill residential area close to the Cannock Chase boundary and conveniently within approximately one mile distance from Rugeley Town Centre which provides access to a range of local amenities and services.

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall, Front Reception Room, Dining Room/Kitchen containing extensive range of fitted units, Rear Entrance Hall/Utility, Cloak Room with wc and wash basin, Rear Full Width Sitting Room (could be subdivided into two further bedrooms), Bathroom having panelled bath,

separate shower cubicle, pedestal wash basin and wc

First Floor:

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

Outside:

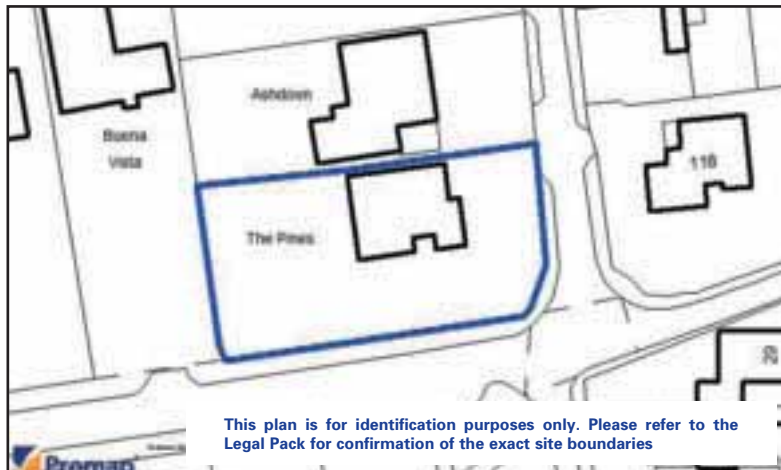
Block paved forecourt with secure gated access and providing ample off road parking, Integral Garage and extensive and predominantly lawned gardens to the side and rear

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Building Plot 15A Judge Road, Quarry Bank, Brierley Hill DY5 2HG

Description:

An irregular shaped parcel of freehold building land extending to an area of approximately 340 sq. mtrs and benefiting from planning consent for the erection of a detached two bedroom bungalow. The plot comprises of garden/amenity land and is situated to the rear of 32 Dunns Bank and is accessed directly off Judge Road which comprises of a residential cul-de-sac leading off Lynval Road. The plot is situated within approximately one mile distance from Cradley Heath Shopping Centre and two and a half miles distance from Stourbridge Town Centre.

Planning:

Planning consent was granted by Dudley MBC (Ref: P08/1262 and dated 2nd October 2008) for the erection of 1 NO. 2 Bedroom detached bungalow (subject to minor amendment Ref: P08/1262/A1 dated 21st October 2010).

The Architect's drawings approved with the planning consent detailed the following proposed accommodation:

Proposed Accommodation:

Ground Floor:

Reception Hall with a store cupboard, Living Room, Dining Kitchen, Master Bedroom with En-suite Shower Room having wash basin and wc, Bedroom Two (double), Family Bathroom with bath, wash basin and wc, Study/Bedroom Three

Outside:

Driveway and gardens

A copy of the planning consent is available for inspection from both the Auctioneers Offices and from the Dudley MBC website.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

The Plot is currently securely gated and will be open for viewing access from Judge Road daily between 2.30 pm to 7.30 pm.





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







**145 Coles Lane, Sutton Coldfield,
West Midlands, B72 1NL**

Property Description:

A end-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 well laid out accommodation and includes UPVC double glazing, gas fired central heating and modern kitchen fitments. Coles Lane is located off Holland Road and the property is within approximately a quarter of a miles distance from Sutton Coldfield Centre.

First Floor:

Having two double bedrooms

Outside:

(Front) Walled fore-garden

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:
Ground Floor:

Lounge, dining room, kitchen, inner lobby and bathroom having panelled bath wash basin and wc stairs to first floor



**44 North Street, Dudley,
West Midlands
DY2 7DU**

Property Description:

A three storey mid-terraced property of brick construction set back from the road behind a walled fore-garden. The property benefits from having well laid out accommodation over three storeys, UPVC double glazing and has a registered HMO Licence for a maximum of eight occupants expiring on 17 October 2011. North Street can be located off Cloughton Road and Wolverton Road of which can be found off Birmingham Road (A461). The property is within approximately a quarter of a miles distance from Dudley Centre.

Accommodation:

Ground Floor:

Entrance hallway, front reception (bedroom 1), rear reception (bedroom 2), lean-to, kitchen, cellar,

First Floor:

Bedrooms 3 - 4, bathroom one having panel bath, wash basin and wc, bathroom two having panel bath, wash basin and wc.



Second Floor:

Bedrooms 5 and 6

Outside:

(Front) Walled fore-garden

(Rear) Garden with garage access via a service road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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

Property Description:

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

Planning:

The vendors have submitted a planning application (Ref:2011/03061/PA and dated 27/05/2011) for change of use of the ground floor to a restaurant (use class A3) and installation of extractor flue to the rear.

Alternatively the property may be suitable for change into a wide range of other uses, subject to obtaining appropriate planning consent and all interested parties are deemed to have made their enquiries prior to bidding.

Accommodation:

Basement/Staff Accommodation:

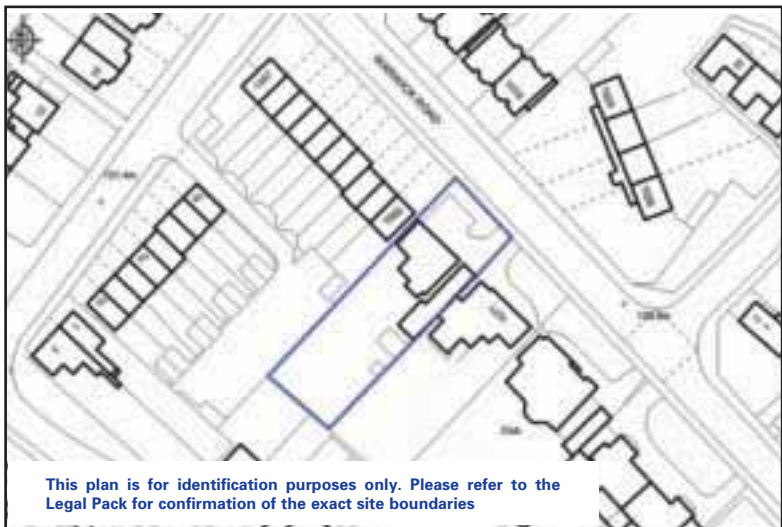
Stairs and Hallway, Beer Cellar, Double Bedroom with Separate Fire Escape, Bathroom with panelled bath, pedestal wash basin and wc

Ground Floor:

Porch, Reception Hall, Dry Lounge, Disabled Toilet, Gents Toilet, Dining Room, Ladies Toilets, Commercial Kitchen which includes stainless steel sink, dish washer, range cooker, extraction hood, fryer, hot cupboard along with a preparation areas and cupboards, Lobby, Staff Toilet/Laundry Room, Lounge/Licensed Bar, Private Side Entrance to Staff Bedroom/Bedroom Ten with En-suite Bathroom

First Floor:

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



Second Floor:

Stairs to Private Staff Bedroom (Double)

Outside:

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

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

Note 1: We are advised to by the vendors that planning consent has been granted for the erection of a conservatory on the existing patio area and all interested parties are advised to

make their own enquiries with the local planning department for confirmation of this.

Note 2: All Furniture, Fixtures and Fittings contained within the property will be included in the sale of the property.

Note 3: Completion on this property will be 56 days from exchange of contracts

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





7 Wolverhampton Road, Bloxwich, Walsall WS3 2EY

Property Description:

A two storey end terraced property of rendered brick construction surmounted by a pitched tile clad roof comprising of a ground floor shop previously used as a bistro/restaurant premises along with a flat/living accommodation to the first floor over. The property is situated at the junction of Wolverhampton Road and Wightwick Close within a short distance from Bloxwich High Street (A34). The property offers well laid out accommodation which has generally been well maintained and benefits from gas fired central heating.

Planning:

With reference to the planning section on Walsall Council Website, we

understand the property was granted planning consent on 10/6/2005 (Ref: 05/1197/FL/E3) for change of use from Shop to Coffee Shop on the ground floor and further planning consent was granted dated 3/4/2006 (Ref: 06/0579/FL/E9) to vary a condition of planning consent to extend opening hours to 23.00 hours Monday to Saturday inclusive.

All interested parties should contact the local planning department of Walsall Council for clarification of the planning status prior to bidding.

Ground Floor:

Bistro/Restaurant Area with approximately 20 covers, Meter/Store Cupboard, Kitchen, Lobby, Disabled WC with wash basin, Side Entrance Hall



First Floor:

Stairs to:
Lounge, Landing Area, Store Room/
Study, Shower Room with glazed
shower enclosure, pedestal wash basin
and wc, Bedroom with Mezzanine
Storage Area



Gross Internal Area:

Ground Floor: 49.95 sq. mtrs. (537 sq.
ft.) approximately

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





19 Ellesboro Road, Harborne, Birmingham B17 8PU

Property Description:

A substantial two storey detached residence of traditional brick construction surmounted by a hipped tile clad roof, offering extensive and well laid out accommodation benefiting from four bedrooms, UPVC double glazed windows, gas fired central heating, garage and large rear garden. The property has been well maintained however provides scope for modernisation and cosmetic improvement throughout. Ellesboro Road runs directly between Knightlow Road and Gillhurst Road and forms part of a popular and well regarded residential area conveniently within close proximity to Lordswood School. Harborne High Street is located within approximately one mile distance providing access to a wide range of retail amenities and services and Birmingham City Centre is located within approximately three miles distance to the east.

Accommodation:

Ground Floor:

Porch, Reception Hall, Front Reception Room, Rear Reception Room,

Breakfast Kitchen with AGA, Utility Room, Rear Entrance Hall, Store Room, Separate Wc

First Floor:

Stairs and Gallery Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (double), Bedroom Four (single), Box Room, Bathroom with panelled bath, pedestal wash basin and Separate Wc

Outside:

(Front) Foregarden and paved driveway with access to integral garage, pedestrian side access to

(Rear) Paved patio and a predominantly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note: Completion on this property will be 56 days from exchange of contracts.



HARRY R. BARBER, F.R.I.C.S.
 CHARTERED SURVEYOR
 ESTATE AGENT, VALUER AND AUCTIONEER



COTTONS
 THE AUCTIONEERS



**13 St. Margarets Road,
Ward End, Birmingham
B8 2BE**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows and off road car parking. St Margarets Road leads directly off Washwood Heath Road (B4114) which contains a wide range of local retail shops and amenities within close proximity.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two intercommunicating with Bedroom Three

Outside:

(Front) Forecourt parking space

(Rear) Yard and a separate rear garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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**11 Wilton Road, Erdington,
Birmingham, B23 6UA**

Property Description:

A traditional end-terraced house of brick construction surmounted by a pitched tiled clad roof benefiting from UPVC double glazed windows (except bathroom). The property is situated adjacent to the junction with Sutton New Road (A5127) conveniently within less than a quarter of a miles distance from both Erdington Railway Station and Erdington High Street which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen,

Bathroom with bath, pedestal wash basin and wc

First Floor:

Stairs and Landing with Three Bedrooms

Outside:

(Front) Small fore-garden

(Rear) Lawned rear garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**390 Himley Road,
Gornal Wood, Dudley,
West Midlands
DY3 2QA**

Property Description:

A link detached property of rendered brick construction surmounted by a tiled clad roof set back from the road behind a block paved fore-garden. The property provides well laid out accommodation UPVC double glazing, gas fired central heating and is offered for sale in a presentable condition throughout. The property is located on Himley Road (B4176) close to the junction with Cinder Road (B4175) and Bull Street

Accommodation:

Ground Floor:

Entrance hallway, through lounge, kitchen, stairs to

First Floor:

Having three bedrooms and bathroom, panelled bath and wash basin, wc

Outside:

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

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk



Viewings:

Via Cottons – 0121 247 2233

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Freehold Investment/ Residential Redevelopment Opportunity



Former Doctor's Surgery, The Kerria Centre, Kerria Road, Tamworth, Staffordshire, B77 4EW

Property Description:

A detached single storey purpose built doctor's surgery built in 1992 and having Planning Consent granted on the 1st of July 2008 for the construction of twelve apartments. The property occupies a site roughly rectangular in shape and extending to an area of approximately 0.13 acres (534 sq.mtrs). The site is situated immediately adjacent to a public car park providing valuable amenity and forms part of the Kerria Centre which contains a range of local retail shops. Access is from Robinia which leads off Kerria Road and which in turn leads off Woodland Road. Tamworth Town Centre lies within approximately one and a half miles distance to the West. The property is currently sub-divided into a pair of semi-detached bungalows each being let on Assured Shorthold Tenancies at a rental of £450.00 pcm each (£5,400.00 per annum) and equating to a total rental income of £10,800.00 per annum.

Planning:

Planning Consent was granted by Tamworth Borough Council (Reference:

0129/2008 and dated 1st July 2008) for the erection of twelve one bedroom apartments subject to the developer entering into a Section 106 Agreement for a contribution towards public open space. An application has recently been made (reference 0226/2011 and dated 3rd May 2011) to extend the time limit on the aforementioned Planning Consent. All interested parties should make their own enquiries in respect of the current planning status by contacting Tamworth Borough Council on 01827-709709 prior to bidding.

Existing Accommodation:

Gross internal area 114.14 sq.mtrs (1228 sq.ft)

Outside:

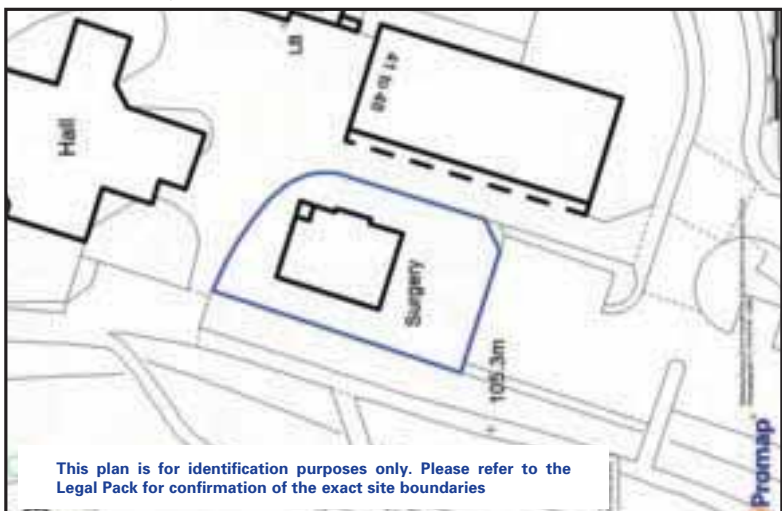
Grass/garden area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Pear Tree Cottage, 5 Signal Hayes Road, Sutton Coldfield, West Midlands B76 2RS

Property Description:

A detached 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 well laid out accommodation, gas fired central heating and a shared driveway to the side providing access to double garage allowing for off road parking. Signal Hayes Road is set in an established residential area and is located off the Walmley Road (B4148). The property is within approximately half a miles distances from the main shops and amenities located in Walmley and within approximately two miles distance from the main centre of Sutton Coldfield.

Accommodation:

Ground Floor:

Lounge, dining room, breakfast kitchen, utility room

First Floor:

Having three bedrooms and bathroom having panelled bath, wash basin and wc, Separate Shower Room having shower cubicle.

Outside:

((Front) Walled fore-garden

((Rear) Lawned garden and double garage allowing for off-road parking

Please note: The completion date for this property will be 8 weeks from exchange of contracts.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233







**71 Ridgeway, Edgbaston,
Birmingham, B17 8JA**

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 double glazed windows and gas fired central heating. Ridgeway is located off both Wadhurst Road and Portland Road (B4125). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £450.00 pcm (£5,400.00 pa).

First Floor:

Having two bedrooms and bathroom with panelled bath, wash basin and wc.

Outside:

(Front) Walled fore-garden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:
Ground Floor:

Lounge, dining room, kitchen, rear room (extension)

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:

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- 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





1176 – 1178 Coventry Road, Yardley, Birmingham B25 8DA

Description:

A redevelopment opportunity comprising of a former banking premises, more recently used for retail and of brick construction surmounted by a pitched tile clad roof, situated fronting the busy Coventry Road (A45). The property has planning consent for change of use of the ground floor retail premises to Restaurant/Hot Food Takeaway Use along with the provision of two bedroomed flat to the rear ground floor area. In addition the first floor accommodation also comprises of a two bedroom flat.

The property is situated to the east of the junction with Deakins Road on the outbound section of Coventry Road surrounded by the residential catchment areas of Yardley, Small Heath and Hay Mills.

Existing Accommodation:

The property is currently laid out as a Ground Floor Retail Shop with Storage and ancillary accommodation along with a separate well laid out flat to the first floor over.

Current Areas:

Ground Floor: 86.02 sq.mtrs (925 sq. ft.) (Net Internal)
First Floor: 101.43 sq. mtrs. (1,091 sq. ft.) (Gross Internal)

Planning:

Planning consent was granted by Birmingham City Council (Ref: 2009/06245/PA and dated 16th February 2010) for change of use of the ground floor from retail (Class A1) to Restaurant/Hot

Food Takeaway (Class A3/A5) and provision of a two bedroom flat also at ground floor.

The Architect's drawings approved with the planning application detail the following proposed accommodation

Proposed Accommodation:

Ground Floor:

Restaurant/ Takeaway Premises, Dining Area/Takeaway Waiting Area with Served, Kitchen and Preparation Area, Lobby, Cloak Room with wc, Internal Yard,

Rear Flat:

Lounge with Open Plan Kitchen, Shower Room with wc, Two Double Bedrooms

First Floor Flat:

Side Entrance Hall, Stairs and Landing, Lounge/Dining Room, Kitchen, Two Double Bedrooms, Bathroom with wc and Utility Room

Outside:

(Rear) Pedestrian side access to garden

A copy of the planning consent and Architect's drawings are available for inspection at the auctioneers' offices

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





15 and 15A Broad Road, Acocks Green, Birmingham, B27 7UZ

Property Description:

A mixed commercial/residential investment opportunity comprising of a part two storey/part three storey detached building containing four self-contained flats each having separate services and further containing a ground floor office which is situated adjacent to an integral vehicular right of way which provides access to a rear yard containing a brick built single storey workshop which has previously been used for car repairs. The main building is of solid brick construction surmounted by a pitched slate clad roof and the property is generally in need of modernisation and repair throughout. The property is situated on Broad Road set back behind a tarmac fore-court and positioned between Grange Social Club and a Congregational Church in a predominantly residential area. Broad Road runs between Westley Road and Warwick Road (A41) and the property is conveniently within approximately one third of a mile distance from both Acocks Green Shopping Centre and Spring Road Railway Station.

Accommodation:

15 Broad Road:

Ground Floor:

Reception hall with cellar access, Office (previously used in conjunction with the car repair workshop located to the rear)

Flat One:

Entrance Hall, Double Bedroom, Lounge, Breakfast Kitchen, Bathroom

First Floor:

Stairs and Landing

Flat Two:

Entrance Hall, Lounge, Inner Hall, Two Double Bedrooms, Lobby, Bathroom and Kitchen.

15A Broad Road:

Ground Floor:

Flat One:

Breakfast Kitchen, Inner Hall, Bathroom, Hallway, Double Bedroom and Lounge

First Floor:

Flat Two:

Side Entrance Hall with Cellar access, Stairs and Landing, Two Double Bedrooms, Lounge, Inner Hall, Bathroom and Kitchen

Second Floor:

Bedroom Three

Outside:

(Front) Full width fore-court providing off road parking

(Rear) Integral vehicular right of way, securely gated and providing covered access to a rear yard area with:



Brick Built Single Storey Workshop:

51.5 sq.mtrs (554 sq.ft), adjacent toilet block with wash room and a corrugated iron shed.

Legal Documents:

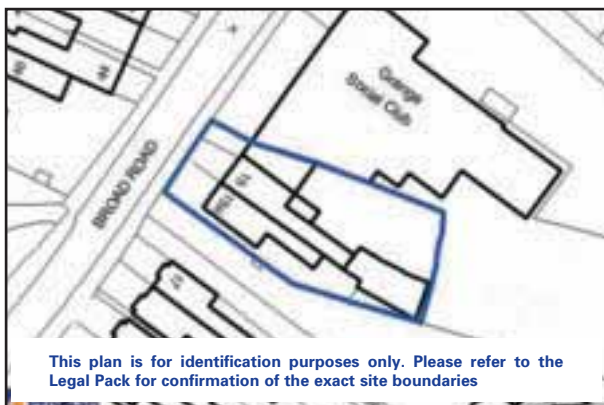
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note:

The property is in a poor state of repair and all parties wishing to view do so entirely at their own risk. Neither the Vendors nor the Auctioneers accept any responsibility for any injury or harm caused.





The Old Rectory, Salt Lane, Drayton Bassett, B78 3UD

Property Description:

An elegant and imposing detached five bedroom family residence that dates back to the mid 18th century set in substantial grounds behind an attractive gated foregarden. Accommodation comprises of an enclosed entrance porch, superb dining room, bespoke breakfast kitchen, enclosed courtyard and large gardens to the rear and side. Salt Lane is located within the quaint village Drayton Bassett equidistant to Sutton Coldfield and Tamworth and a short drive from major road networks.

Accommodation:

Ground Floor:

Enclosed porch with quarry tiled floor, dining hall, guest cloakroom with wash basin and wc, substantial through lounge having double French doors, bespoke luxury breakfast kitchen, family room with rustic brick chimney with stove style fire, office, boiler room, utility room

First Floor:

Landing, Master bedroom with a range of fitted wardrobes and en-suite shower room, Bedroom two, bedroom

three, bedroom four, bedroom five, family bathroom having large panelled with shower mixer attachments, his and hers wash basins, bidet and wc, separate shower cubicle, heated towel radiators, scullery/servants staircase.

Outside:

(Front) Extensive driveway and lawned garden

(Rear) Extensive rear gardens that reach to the side of the property and a gated access to a secure enclosure.

Detailed brochures of sale particulars are available on request

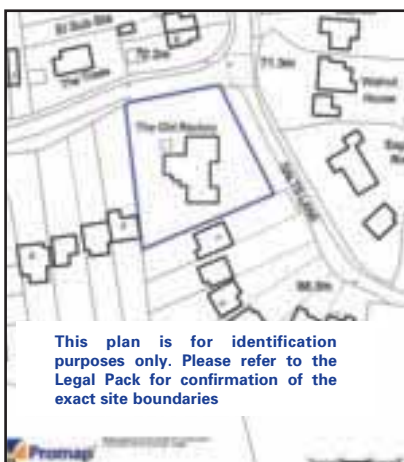
Please note: The completion date for this property will be 19 September 2011.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**PAUL
CARR**
Estate Agents



COTTONS
THE AUCTIONEERS





123 Hednesford Road, Cannock, Staffordshire, WS11 6BP

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 UPVC double glazing and gas fired central heating and off road parking to the rear accessed via a shared driveway. The property is located on Hednesford Road (A4601) which provides direct access to Cannock Town Centre being within approximately a quarter of a miles distance. The property is currently let on an Assured Shorthold Tenancy agreement producing a rental of £450 per calendar month (£5,400 per annum).

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen, Bathroom

First Floor:

Three bedrooms

Outside Front:

Walled Foregarden

Outside Rear:

Garden and garage to the rear providing off road parking.

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 15th September 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.





**93 Walsall Road,
West Bromwich, West Midlands, B71 3HH**

Property Description:

An end terraced house of brick construction surmounted by a hipped tiled clad roof benefiting from UPVC double glazed windows and external doors, gas fired central heating and off road parking. The property is situated close to the junction with Thursfield Road and approximately one miles distance from Sandwell General Hospital, one and a half miles distance from West Bromwich Town Centre and two miles from the M5 Motorway (Junction 1).

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

(Front) Lawned fore-garden and block paved driveway leading to a gated car- port

(Rear) Paved patio/yard and 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.





581 Walsall Road, Great Wyrley, Walsall, WS6 6AE

Property Description:

A traditional semi-detached cottage of brick construction surmounted by a pitched slate clad roof offered for sale in presentable condition benefiting from gas fired central heating, UPVC double glazed windows and modern kitchen fitments. The property forms part of the village of Great Wyrley which is located approximately five miles distance to the north of Wolverhampton City Centre, approximately two and a half miles distance to the south of Cannock Town Centre and Walsall Road (A34) provides direct access to the M6 Toll Motorway (Junction T7) being within approximately one and a half miles distance

Accommodation:

Ground Floor:

Reception Hall, Bathroom with bath, wash basin and wc, Lounge, Dining Room, Kitchen with a range of modern fitments

First Floor:

Stairs and Landing with Three Bedrooms

Outside:

(Front) Paved forecourt, pedestrian side access to rear

(Rear) Brick built stores with a predominantly 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 31st August 2011. Please refer to the legal pack for full details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





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

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

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



Freehold City Centre Retail Property By Instructions of the Mortgagees Not in Possession



5 – 15 Broad Street, Wolverhampton WV1 1JA

Property Description:

An imposing three storey building having a triple retail premises to the ground floor and prominently situated at the junction of Broad Street and Thornley Street. Broad Street runs between Stafford Street and St. Patrick's Ring Road and is conveniently positioned for access to the main retail shopping area, the University of Wolverhampton and Wolverhampton Railway Station. The immediate surrounding area contains a range of entertainment and restaurant/takeaway premises.

Planning:

The property may offer some future redevelopment potential and all interested parties should contact the local planning department at Wolverhampton City Council to discuss the viability of any proposed schemes. The planning history contained on Wolverhampton City Council Website details the following: Planning consent which was granted (Ref: 04/0451/FP/C dated 14th October 2004) for mixed development comprising of subdivision of ground floor to create 3 No. Units incorporating two retail units and one change of use to create 1 No. unit for a restaurant. Upper floors to comprise of residential units incorporating 2 No. 2 bedroom flats, 6 No. 1 bedroom flats and 1 No. bed-sit. Reduction of

ground level at rear of property and two storey rear extension. We are unable to confirm whether all/ part of this scheme was undertaken or whether the planning consent has now lapsed and all interested parties must make their own enquiries prior to bidding.

Lease Information:

We are in receipt of a draft unsigned and undated lease for a proposed term of 10 years between the mortgagor and a third party and on full repairing and insuring terms at a proposed rent of £45,000 per annum. We are unable to confirm whether this lease has been finalised.

Accommodation:

Whilst the property has not been inspected, we are in receipt of auction property particulars dated 2nd April 2003 when the property was sold to the mortgagor which state the following accommodation:

Ground Floor:

Sales Area and Storage: 307sq.mtrs (3,314sq.ft)

First Floor:

Sales Area and Storage: 250sq.mtrs (2,699sq.ft)

Second Floor Storage:

124sq.mtrs (1,342sq.ft)





Basement:

51sq.mtrs (556sq.ft)

Total Net Internal Area:

735sq.mtrs (7,911sq.ft)

The property has a gross frontage to Broad Street of 23.39mtrs (75.5ft)

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

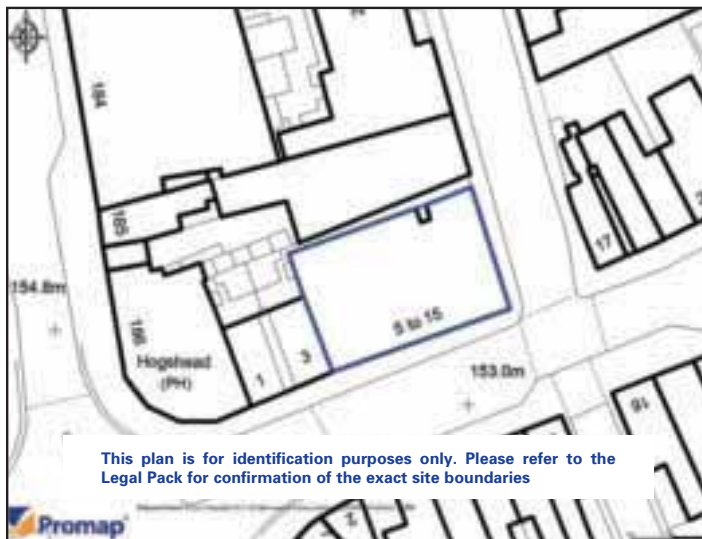
as to whether or not the property is occupied nor can they provide confirmation of any tenancies that may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the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





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

Description:

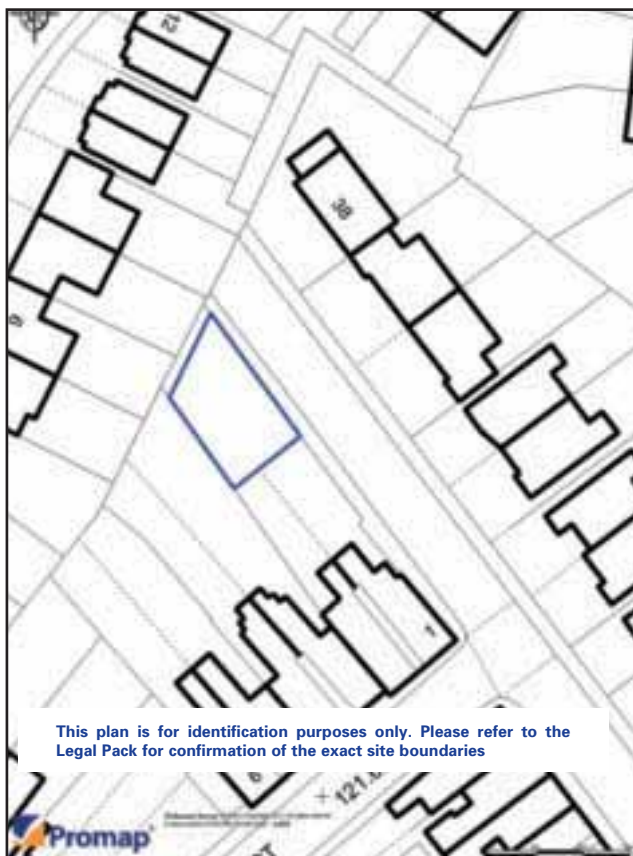
A parcel of Freehold Land roughly rectangular in shape extending to approximately 126.17 m.sq (0.031 acres) and situated to the rear of 1 and 2 Ragland Street, and fronting Campbell Street. Campbell Street can be located off Cressett Lane which in turn is found off High Street (B4180). The Land is within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





3 Camberley, Beacon View Road, West Bromwich B71 3PE

Property Description:

A studio flat situated on the ground floor of a substantial purpose built block, benefiting from UPVC windows and electric heating. In recent years the management of the block has come under the control of the residents and the block has thus undergone a range of improvement works. Beacon View Road is located off Walsall Road (A4031) and is approximately one and a half miles distance from junction 9 of the M6 Motorway

Accommodation:

Ground Floor:

Communal Entrance Hall with security door entry system, Entrance Hall with door entry phone, Bathroom with panelled bath having shower over,

pedestal wash basin and wc, Bed/ Living Room, Kitchen with private front door

Outside:

Communal gardens and parking area

Leasehold Information:

Term: 199 years from 29th September 1990

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

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





**3 Jubilee Avenue, West Bromwich,
West Midlands, B71 2QT**

Property Description:

An extended three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a concrete fore-garden allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazing, gas fired central heating, modern kitchen fitments and is offered for sale in a presentable condition. Jubilee Avenue is located off Wills Avenue which in turn can be found off Monmouth Drive

Accommodation:
Ground Floor:

Entrance hallway, lounge, dining room, kitchen, stairs to first floor

First Floor:

Having landing, three bedrooms and bathroom with panelled bath with electric shower over, wash basin and wc

Outside:

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

(Rear) Lawned garden

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





Unit 3 Sparkhill Trading Estate, Evelyn Road, Sparkhill, Birmingham B11 3JJ

Property Description:

A substantial single storey industrial unit forming part of a small industrial estate located off Evelyn Road and occupying an internal corner position. The property has been used for a number of years as a retail unit occupied by Birmingham Drum and Percussion Centre and is currently laid out having various display areas and partitioned to provide six separate offices and demonstration rooms. The property is approached by a single entrance door which replaced the original roller shutter entrance which could be re-instated for the purposes of loading and benefits from gas fired central heating. Evelyn Road forms part of an established mixed area containing a range of Victorian residential housing along with a number of similar industrial units and leads directly between Percy Road and Stratford Road (A34).

Accommodation:

Ground Floor:

Show Room/Workshop Unit with a secure steel ceiling grid obscured by a suspended ceiling, a range of Brick Built Display Plinths and Six Partitioned Offices/Stores/Demonstration Areas, Wash Room with Ladies and Gents WCs, Separate Store Room

Outside:

Communal parking and loading area

Gross Internal Area:

633.64sq.mtrs (6,820sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





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

Property Description:

The property comprises a former church hall built in 1964 and now converted to offices and latterly used also as a photographic studio. The property is part single and part two storey rendered brick and block construction surmounted by a pitched tiled roof to the front section and felted low pitched roof to the rear section.

The property is set back from the road behind a tarmacadam forecourt which provides parking for approximately 6 vehicles and is located in Hallchurch Road situated within a predominantly residential area. Dudley Town Centre is within 2 miles distance and Brierley Hill Centre is within approximately 1 mile distance, with the Merry Hill Shopping Centre nearby.

The Ground Floor provides a mix of offices, former photographic studio and ancillary accommodation whilst the first floor provides office accommodation.

The property may be suitable for conversion to residential use, subject to obtaining Planning consent.

Accommodation:

Ground Floor:

Lobby Entrance, Reception, Hallway, Reception Office, Three further Private Offices, Two former Print Rooms, Former Photographic Studio, Boiler Room and Ladies and Gents WC

Ground Floor Area:

226.96 sq.m (2,440 sq.ft)
(which includes the former studio comprising 113.62 sq.m (1,223 sq.ft) alone.)

First Floor

Approached by front and rear staircases and comprising Six Offices, Kitchenette and WC

First Floor Area:

97.82 sq.m (1,050 sq.ft)

Total Floor Area:

324.78 sq.m (3,490 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

3 High Street, Market Drayton, Shropshire TF9 1PY

Property Description:

A substantial three storey mid terraced retail unit of traditional brick construction surmounted by a pitched roof and being located in the heart of Market Drayton town centre. The property, which has recently undergone a degree of internal refurbishment, benefits from A5 Planning Consent for the use as hot food takeaway. Nearby occupiers include HSBC Bank, Wilkinsons Stores, Iceland and Clinton Cards.

Accommodation:
Ground Floor:

Retail area 48.1 sq metres (518 sq ft)
Rear Store 26.8 sq metres (289 sq ft)
W.C.

First Floor:

Room 1 5.2 sq metres (164 sq ft)
Room 2 32.5 sq metres (349 sq ft)

Second Floor:

Room 1 24.9 sq metres (268 sq ft)
Rooms 2 & 3 (partitioned) 15 sq metres (161 sq ft)

Planning:

The property benefits from Planning Consent for change of use of the



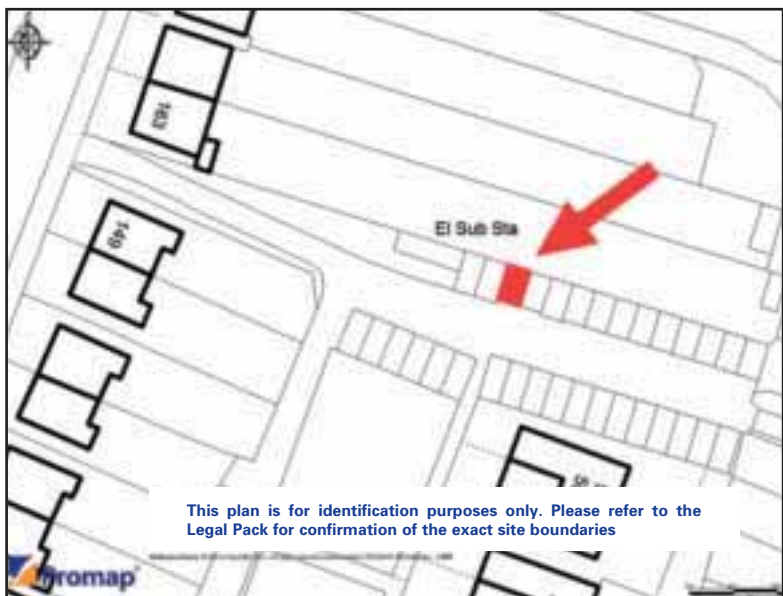
Ground Floor to A5, hot food take away, granted 11 August 2009 (Ref – 09/01548/FUL) by Shropshire Council

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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





**47 Ethel Street, Smethwick,
West Midlands B67 5AJ**

Property Description:

An end 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 double glazed windows and gas fired central heating. Ethel Street is located off Thimblemill Road and Bearwood Road (A4030). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £460.00 pcm (£5,520.00 per annum).

Accommodation:

Ground Floor:

Lounge, dining room, kitchen, bathroom with panelled bath, wash basin and wc.

First Floor:

Having two bedrooms one with en-suite bathroom.

Outside:

(Front) Walled fore-garden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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**73 Ethel Street, Smethwick,
West Midlands B67 5AJ**

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 double glazed windows and gas fired central heating. Ethel Street is located off Thimblemill Road and Bearwood Road (A4030). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £475.00 pcm (£5,700.00 per annum).

Accommodation:

Ground Floor:

Lounge, dining room, kitchen, bathroom with panelled bath, wash basin and wc.

First Floor:

Having two bedrooms one with en-suite shower room.

Outside:

(Front) Walled fore-garden

(Rear) Garden

Legal Documents:

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Premises Corner of Villiers Street/ Cemetery Road, Walsall, West Midlands WV12 1DG

Property Description:

The property comprises a range of industrial premises and a vacant plot of land prominently situated on the corner of Villiers Street and Cemetery Road, Willenhall and extending to a site area of approximately 0.403 acres. The surrounding area is predominantly residential and Willenhall Centre with all its amenities are within walking distance. Wolverhampton City Centre is within four and a half miles distance and junction 10 of The M6 motorway is within two miles distance.

Accommodation:

The property comprises a fenced area of open land on the corner of Villiers Street and a range of industrial buildings of brick construction with pitched roofs.

Gross Internal Area: Approx 790sq.mtrs (8,500 sq.ft)

Site Area: Approx 0.403 acres (1634.70 sq.m)

Planning:

Planning consent was granted on 6th October 2005 for the erection of 14 apartments although planning consent has now expired.

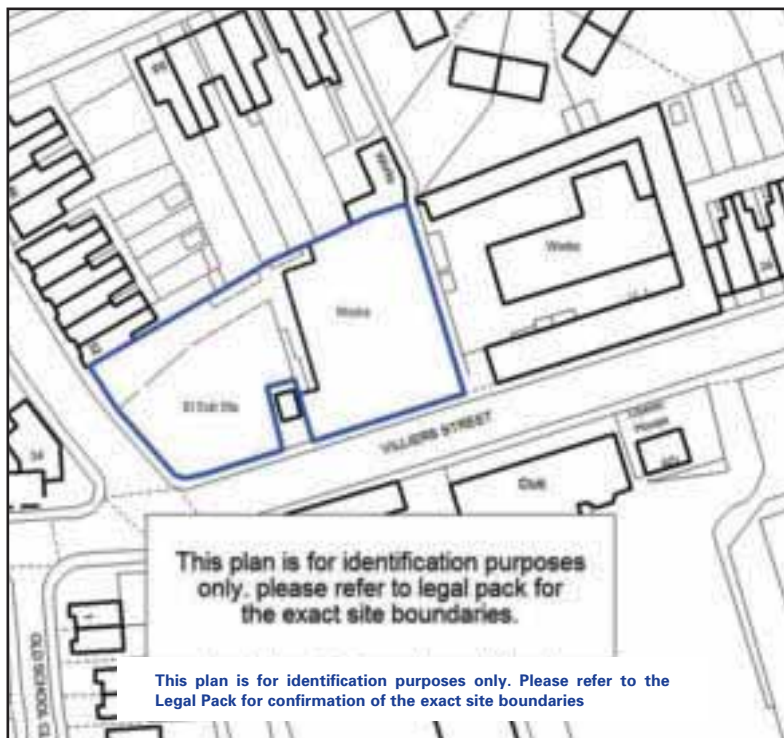
Copies of the consent are available in the legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





37 Willow Close, Hagley, West Midlands, DY9 0LU

Property Description:

A highly presentable and much improved modern semi-detached house having been refurbished throughout and benefiting from UPVC double glazed windows, gas fired central heating, recent re-wiring, re-decoration, the provision of modern kitchen/bathroom/cloak room fittings and the provision of fitted carpets and floor coverings throughout. Willow Close comprises of a cul-de-sac which forms part of a residential estate located in the popular and highly regarded village of Hagley which houses a range of local shops and amenities along with Hagley Railway Station all being within approximately half a mile distance.

Accommodation:

Ground Floor:

Canopy Entrance, Reception Hall with store cupboard, Lounge, Lobby, Cloakroom having wc and wash basin, Dining Kitchen with attractive range of

modern fitted wood effect units having integrated oven, hob, cooker hood and washing machine

First Floor:

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

Outside:

(Front) Lawned fore-garden and tarmac driveway leading to Garage with internal access

(Rear) Paved patio and lawned garden

Legal Documents:

Available at www.cottons.co.uk

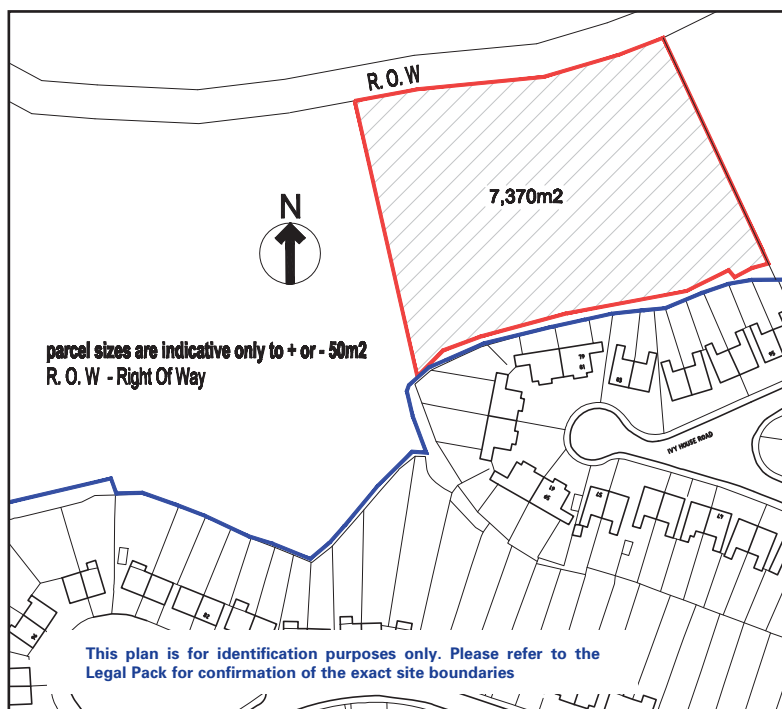
Viewings:

Via Cottons – 0121 247 2233



WALTON & HIPKISS





Land Rear Of 65 - 97 Ivy House Road, Rowley Regis, Near Oldbury, West Midlands (Ref: SL110)

Description:

A parcel of land comprising of a sloping irregular shaped unfenced site of about 1.8 acres (0.73 Hectares) lying North to the rear of no's 65 to 97 Ivy House Road. The site is part of a large area of public open space which is bounded by housing to the South.

Site boundaries have been surveyed and can be set out by the vendor's nominated surveyor for a nominal charge using GPS survey equipment.

The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is to the South of Bury Hill Park,

approached across open land from Portway Hill, Kennford Close or Wadham Close.

Planning:

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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.





8 Hornby Road, Goldthorn Park, Wolverhampton, West Midlands, WV4 5EY

Property Description:

A semi-detached property of rendered brick construction surmounted by a hipped tiled roof set back from the road behind a block paved driveway allowing for off road parking. The property benefits from having UPVC double glazing. Hornby Road can be located off Ward Road which in turn is found of Goldthorn Hill Road (4039). The property is within approximately one miles distance from Wolverhampton City Centre.

Accommodation:

Ground Floor:

Entrance hallway, through lounge, kitchen, lean-to, rear room (existing garage) stairs to first floor

First Floor:

Having three bedrooms and bathroom with panelled bath wash basin and wc and shower cubicle.

Outside:

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

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Notice Completion Dates

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The Clock, Nimmings Road, Halesowen, West Midlands B62 9JH

Property Description:

A part single storey and part two storey premises comprises of a public house known as the Clock Inn along with generous three bedroomed living accommodation above situated on the corner of Nimmings Road and Masters Lane. The property benefits from having UPVC double glazed windows along with gas fired central heating. The Clock Inn was trading as a public house until the first week in June 2011.

Accommodation:

Ground Floor:

Bar area (45.58 sq.mtrs), rear lounge area (91.31 sq.mtrs), rear room to ladies and gents toilets,

access to cellar and rear smoking area, kitchen (used in conjunction with the first floor flat)

First Floor:

Having lounge, kitchenette, three bedrooms and bathroom having panelled bath, wash basin and wc.

Outside:

(Rear) Paved yard (smoking area)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



51 Durley Road, Yardley, Birmingham B25 8EH

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set back behind a gravelled forecourt and offered for sale in presentable condition benefiting from UPVC double glazed windows and gas fired central heating. Durley Road leads off Waterloo Road which in turn leads off Stockfield Road and the property is within approximately three quarters of a mile distance from Yardley Shopping Centre and approximately three miles distance from Birmingham City Centre.

Accommodation:

Ground Floor:

Lounge/Dining Room, Breakfast Kitchen with a range of modern fitted units

First Floor:

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



Outside:

(Front) Forecourt

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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COTTONS
THE AUCTIONEERS





29 Turnberry Road, Great Barr, Birmingham B42 2HP

Property Description:

A traditional semi detached house of brick construction surmounted by a pitched tile clad roof, providing presentable and well laid out accommodation benefiting from mostly UPVC double glazed windows and part electric storage heating. Turnberry Road forms part of a popular and established residential area and is located directly off Beeches Road which in turn leads off Walsall Road (A34). The Scott Arms Shopping Centre is located within approximately one mile distance and the M6 Motorway (junction 7) is within approximately one and a half miles distance.

Accommodation:

Ground Floor:

UPVC Double Glazed Porch, Reception Hall, Kitchen, Dining Room with double doors opening to Lounge, Conservatory with separate wc and brick store

First Floor:

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

Outside:

(Front) Foregarden with pedestrian side access to rear

(Rear) Patio, Lawned garden, further garden area containing two freestanding garages

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





93-95 Uttoxeter Old Road, Derby, DE1 1NG

Property Description:

A business/investment opportunity comprising of a detached workshop/garage premises, having previously been used for the purposes of car repairs, occupying an irregular shaped plot and having a prominent road frontage. The property comprises of a steel portal frame workshop having brick/block walls with steel profile roof along with ancillary accommodation and a further brick built garage/workshop with pitched tiled clad roof. Uttoxeter Old Road runs directly between Uttoxeter New Road (A516) and Friar Gate (A52) in a predominantly residential area and is located within one miles distance to the west of Derby City Centre.

Planning:

With reference to the online planning service on Derby City Council website we note the following planning consent relating to a parcel of land adjacent to the subject property:

Land at side of 93 – 95 Uttoxeter Old Road and side of 222 Uttoxeter New Road (Ref: 08/08/01212/PRI and dated 10/07/2010). Permission was granted for the formation of car sales area in connection with garage at 93 – 95 Uttoxeter Old Road. Note: The land concerned is not within the ownership of the vendors and is not included within the sale. Consent was granted solely for the personal benefit of the applicants and any purchasers of the subject property would be responsible to investigate the availability of this land and explore the possibility as to whether consent would be transferable or re-granted to them.

Accommodation:

Garage/Workshop Premises:

Workshop with roller shutter door providing vehicular access - 81.63 sq.mtrs (878 sq.ft)

Reception Office:

11.07 sq.mtrs (119 sq.ft) Kitchenette, store room and cloakroom with wc and wash basin - 6.39 sq.mtrs (68 sq.ft)

Mezzanine Office:

8.8 sq.mtrs (95 sq.ft)

Adjacent Garage/workshop:

36.27 sq.mtrs (390 sq.ft) having double wooden doors, inspection pit and separate toilet accommodation (Not in working order)

Outside:

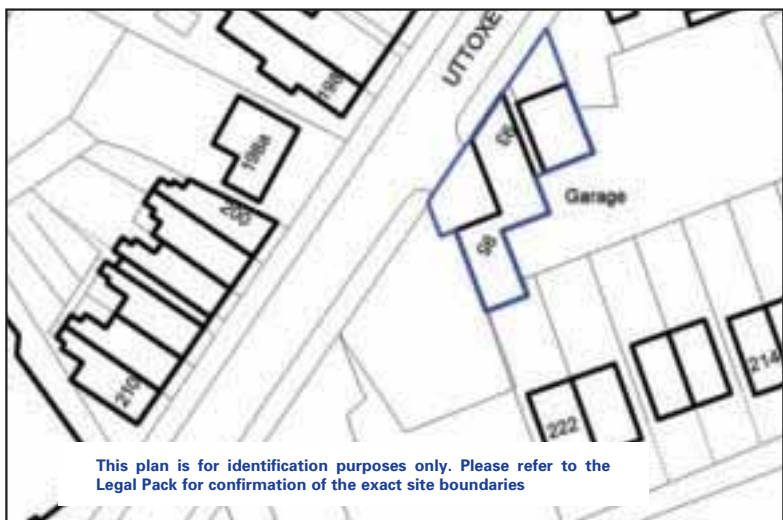
(Front) Concrete forecourt/parking area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





The Old Vicarage, Church Street, Uttoxeter, ST14 8AA

Property Description:

A prestigious Grade 11 listed Georgian style residence of brick construction with tiled roof currently converted into substantial office accommodation and an integrated three storey, three bedroom residence. The property contains many original features and may offer a variety of potential uses subject to planning. Church Street is located in the heart of Uttoxeter within walking distance of the High Street, Railway Station and Retail Park. The area offers a rich variety of businesses and of course the renowned Uttoxeter Racecourse. The A50 provides easy onward access to both the M1 and M6. The property which contains a historic priest hole was owned by the Church of England for 369 years before being sold to the current owners in 1983.

Accommodation:

Ground Floor:

Vestibule, impressive main reception hall, spacious office accommodation with high ceilings, phone and computer points, front office, large rear office,

Basement Accommodation:

Hallway, front office, rear office, store room

First Floor:

Landing, front office, large rear office, small front office, inner hallway to ladies toilet, gentleman's toilet.

Second Floor Accommodation:

Front office, rear office, second front office, second rear office

Owners House/living Quarters

Entrance hallway, guest cloakroom, inner hallway, dining room, side utility/laundry room, lounge, kitchen leading to rear lean-to greenhouse,

First Floor Accommodation:

Bedroom one, bedroom two, bathroom having panelled bath, pedestal wash basin, wc and shower cubicle, heated towel rail, separate wc

Second Floor Accommodation:

Bedroom Three

Outside:

(Front) Driveway

(Rear) Extensive decorative garden with raised patio area with ballustrading with steps leading down to the lawned garden. Pergola style six column brick feature shed and second shed and a large 200 year old beech tree, pond, vegetable garden, fruit trees, Yew tree and mature planted borders.

Detailed brochures of sale particulars are available on request

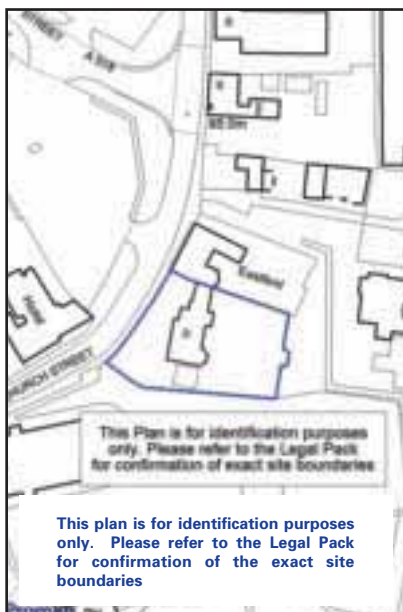
Please note: The completion date for this property will be 8 weeks from exchange of contracts.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





41 Ettingshall Road, Bilston, West Midlands, WV14 9UJ

Property Description:

A double fronted semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a block paved fore-garden. The property benefits from having been extended to the rear and includes UPVC double glazing, gas fired central heating and large purpose built shed housing three rooms with its own separate boiler and central heating supply located at the rear of the garden. Ettingshall Road (A4126) is a continuation of Rookery Road and can also be found off Shaw Road (A463) which is located off Birmingham New Road (A4123). The property is set in an established residential area and is within a quarter of a miles distance from Manor Primary and Nursery School.

Accommodation:

Ground Floor:

Entrance porch, entrance hallway, lounge, kitchen, sun-room, lean-to and dining room, stairs to

First Floor:

Three bedrooms and bathroom with panelled bath, wash basin and wc.

Outside:

(Front) Block paved fore-garden

(Rear) Lawned garden giving access to large purpose built shed housing three rooms with its own separate boiler and central heating supply

Legal Documents

Available at www.cottons.co.uk


Viewings:

Via Cottons – 0121 247 2233

--- Legal Documents Online ---



Legal Documents

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

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





**218 Bradbury Lane, Hednesford,
Cannock, Staffordshire WS12 4EP**

Property Description:

A semi-detached property of none traditional construction surmounted by a hipped tiled roof set back from the road behind a walled fore-garden and block paved driveway allowing for off road parking. The property benefits from having UPVC double glazing and part gas fired central heating. Bradbury Lane is located off Station Road which in turn can be found off Rugeley Road (A460) and the property is within approximately two miles of Cannock Centre.

Accommodation:

Ground Floor:

Entrance hallway, lounge, dining room, utility room

First Floor:

Having three bedrooms, bathroom with panelled bath, wash basin and separate wc.

Outside:

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

(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





**44 Rowley Close, Hednesford, Cannock,
Staffordshire WS12 4ET**

Property Description:

A semi-detached property of none traditional construction surmounted by a hipped tiled roof set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazing. Rowley Close is located off Bradbury Lane and the property is within approximately two miles of Cannock Centre.

Accommodation:

Ground Floor:

Entrance hallway, lounge, dining room, utility room

First Floor:

Having three bedrooms, bathroom with panelled bath, wash basin and separate wc.

Outside:

(Front) Walled fore-garden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

**PAUL
CARR**
Estate Agents

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk





**49 Rowley Close, Hednesford, Cannock,
Staffordshire WS12 4ET**

Property Description:

A semi-detached property of none traditional construction surmounted by a hipped tiled roof set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazing. Rowley Close is located off Bradbury Lane and the property is within approximately two miles of Cannock Centre.

Accommodation:

Ground Floor:

Entrance hallway, lounge, dining room, utility room

First Floor:

Having three bedrooms, bathroom with panelled bath, wash basin and separate wc.

Outside:

(Front) Walled fore-garden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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By Instruction of the Mortgagees in Possession Freehold Town Centre Takeaway Premises



5 – 6 Cross Street, Willenhall, West Midlands WV13 1PG

Property Description:

A substantial traditional built three storey double property of brick construction surmounted by a pitched tile clad roof and prominently situated directly fronting Cross Street within Willenhall Town Centre which contains a wide range of retail amenities. The property comprises two ground floor takeaway shops with accommodation to the first and second floors over. Cross Street Forms part of Willenhall pedestrian shopping area and runs directly between Upper Lichfield Street and Market Place.

Accommodation:

Ground Floor:

5 Cross Street:

Takeaway Premises/Retail Area with roller shutter front, Rear Kitchen/Preparation Area, Cloak Room with wc and wash basin

6 Cross Street:

Takeaway Premises/Retail Shop with roller shutter front and Separate wc

First Floor:

Rear Stair Access, Three Rooms, Landing and Cloak Room with wc

Second Floor:

Landing and Three Rooms

Outside:

Secure entry access to rear yard

Gross Internal Areas:

Ground Floor: 83.48 sq. mtrs (898 sq. ft.)

First Floor: 48 sq. mtrs (516 sq. ft.)

Second Floor: 48 sq. mtrs (516 sq. ft.)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





**69 Thorne Road, Willenhall,
West Midlands WV13 1AS**

Property Description:

A mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows and external doors, part gas fired central heating, modern kitchen fitments and off road parking. Thorne Road forms part of an established residential area and leads directly off Wednesfield Road (B4484) and the property is located within approximately half a mile distance from Willenhall Town Centre and approximately three miles distance from Wolverhampton City Centre.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Breakfast Kitchen with a range of modern fitted units, Rear Entrance Hall, Separate wc

First Floor:

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

Outside:

(Front) Forecourt providing off road parking

(Rear) Paved yard and lawned garden with rear pedestrian access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk



**40 Short Heath Road,
Erdington, B23 6JP**

Property Description:

A Three storey mid terraced property of brick construction surmounted by a tiled roof set back from the road and a walled foregarden. The property benefits from UPVC double glazing and gas fired central heating and is generally offered for sale in presentable condition. The property further benefits from having a converted loft space to provide two additional rooms however, these require some additional work to be carried out. Short Heath Road is located off Marsh Lane and the property itself is close to the junction with Court Lane, the property is within a quarter of a mile distance from Erdington High Street.

Accommodation:

Ground Floor:

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

Stairs to First Floor:

Having bedrooms One to Three



Stairs to Second Floor:

Having two rooms (in need of additional works to be carried out)

Outside Rear:

Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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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

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.





**42 Victoria Road, Wednesfield,
Wolverhampton WV11 1RZ**

Property Description:

A traditional semi detached house of brick construction surmounted by a predominantly pitched tile clad roof, benefiting from UPVC double glazed windows and external doors, gas fired central heating and three bedrooms. The property forms part of an established predominantly residential area and is located within approximately one quarter of a mile distance from New Cross Hospital and approximately two miles distance from Wolverhampton City Centre.

Accommodation:

Ground Floor:

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

panelled bath, pedestal wash basin and wc, Small Conservatory and Covered Side Passageway

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Foregarden

(Rear) Paved yard and long lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**54 Sandford Avenue, Rowley Regis,
West Midlands, B65 9LT**

Property Description:

A semi-detached house of brick construction surmounted by a hipped tiled clad roof requiring modernisation and improvement throughout. Sandford Avenue forms part of an established residential area and leads off Bell End which in turn leads off Rowley Village (B4171) and the property is conveniently within approximately half a mile distance from Black Heath Shopping Centre.

Accommodation:

Ground Floor:

Entrance Hall, Bathroom with panelled bath having shower over, wc, Lounge, Kitchen, Rear Entrance Hall

First Floor:

Stairs and Landing, Two Bedrooms.

Outside:

(Front) Partly paved fore-garden and driveway, lean-to wooden garage/car port

(Rear) Paved yard area and a predominantly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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242 Albert Road, Aston, Birmingham, B6 5NL

Property Description:

An end 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 well laid out accommodation and includes UPVC double glazing and gas fired central heating. Albert Road is located off Whitehead Road and Bevington Road which in turn can be found off Witton Road (B4140).

Accommodation:

Ground Floor:

Entrance porch, entrance hallway, lounge, rear reception

room, dining room, cellar, kitchen and bathroom having panelled bath, wash basin and wc, stairs to first floor

First Floor:

Having three bedrooms

Outside:

(Front) Walled fore-garden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





18 Windsor Road, Parkfields, Wolverhampton WV4 6HX

Property Description:

A three bedroom detached property of brick construction surmounted by a tile clad roof set back from the road behind a tarmacadamed driveway allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating. Windsor Road is located off Parkfield Road (A4039).

First Floor:

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

Outside:

(front) tarmacadamed driveway
(rear) patio and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Kitchen and Utility/Breakfast Room.

Viewings:

Via Cottons – 0121 247 2233

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**84 Fourth Avenue,
Wolverhampton, WV10 9PY**

Property Description:

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

Accommodation:
Ground Floor:

Entrance hallway, lounge, dining kitchen

First Floor:

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

Outside:

(Front) Fore-garden allowing for off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





687 Kings Road, Great Barr, Birmingham B44 9HP

Property Description:

A traditional semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from part UPVC double glazed windows but requiring modernisation and improvement throughout. The property is situated to the western section of Kings Road (B4149) close to the junction with Queslett Road (A4041) and forms part of an established residential area. The Scott Arms Shopping Centre, The M6 Motorway (junction 7) and Sutton Park are all conveniently located within approximately two miles distance.

Accommodation:

Ground Floor:

UPVC Double Glazed Porch,
Reception Hall, Front Reception

Room, Rear Reception Room,
Kitchen, Veranda with wc

First Floor:

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

Outside:

(Front) Foregarden
(Rear) Yard, garden (overgrown)
containing a garage having
vehicular access from a shared
driveway

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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20 Link Road, Edgbaston, Birmingham B16 0EP

Property Description:

A traditional three storey mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from mostly UPVC double glazed windows and requiring modernisation and improvement throughout. The property forms part of an established residential area and Link Road is located directly between Gillott Road and Summerfield Crescent.

Accommodation:

Ground Floor:

Reception Hall with cellar access, Front Reception Room, Rear Reception Room with Pantry, Kitchen, Bathroom with bath, pedestal wash basin and wc.

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two intercommunicating with Bedroom Three

Second Floor:

Stairs to Bedroom Four

Outside:

(Front) Walled foregarden

(Rear) Yard and garden with rear pedestrian access

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.

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Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit. _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.

G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

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

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

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

G23. Rent reviews

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

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

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

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

- (a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

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

G25. Warranties

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

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

- (a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
- (b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

- (a) procure that it becomes registered at Land Registry as proprietor of the **lot**;
- (b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
- (c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

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

- (a) apply for registration of the **transfer**;
- (b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
- (c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

A full copy of the Common Auction Conditions including the Glossary can be found at:
www.rics.org/commonauctionconditions

Cottons

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