

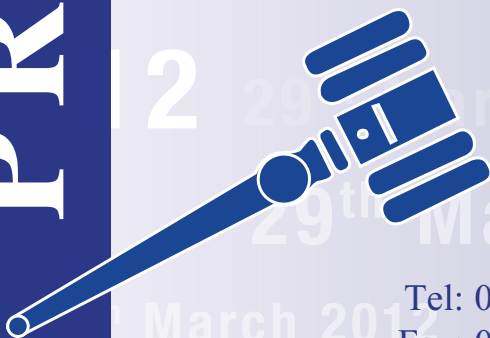
PROPERTY AUCTION

Cottons
Chartered Surveyors

THURSDAY
29TH MARCH 2012

AT 11.00 AM

ASTON VILLA
FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE



Tel: 0121 247 2233

Fax: 0121 247 1233

E-mail: auctions@cottons.co.uk

IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

CONDITION OF SALE

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

AUCTIONEERS ADVICE

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

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fitments, drains and any other pipework, appliances, heating systems and electrical fitments. Prospective purchasers are advised to undertake their own investigations.
6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.
7. Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which the seller might be prepared to sell at the date of the guide price but guide prices may change. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.
8. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.
9. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property that they have purchased. The Auctioneers have arranged, through their special "Auction Block Policy", insurance cover for all Lots for a period of 28 days, from the auction date. This insurance is subject to confirmation by the purchaser within 30 minutes of the sale. A certificate of cover, will be issued upon payment of a nominal premium.
10. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.
11. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.
12. If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.
13. The Auctioneers reserve the right to photograph successful bidders for security purposes.
14. The successful bidder will be required to pay an Administration Fee of £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT.
15. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquiries relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

FOOTNOTE

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

A COLLECTIVE AUCTION SALE OF 72 LOTS

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

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

ORDER OF SALE

Lot Property

1	5 BIRMINGHAM ROAD, GREAT BARR	Freehold Vacant Residential
2	41 KENTISH ROAD, BIRMINGHAM	Freehold Vacant Residential
3	30 MARKFORD WALK, BIRMINGHAM	Freehold Vacant Residential
4	410/410A BEARWOOD ROAD, SMETHWICK	Freehold Commercial Investment
5	412/412A BEARWOOD ROAD, SMETHWICK	Freehold Commercial Investment
6	14 WILKINSON AVENUE, BILSTON	Freehold Vacant Residential
7	9 YEW TREE ROAD, SUTTON COLDFIELD	Freehold Vacant Residential
8	25 CROFT STREET, WILLENHALL	Freehold Development Land
9	13 YORK ROAD, ERDINGTON	Freehold Vacant Commercial
10	79 FARM ROAD, OLDBURY	Freehold Vacant Residential
11	10 WOODHOUSE STREET, STOKE-ON-TRENT	Freehold Redevelopment Opportunity
12	LAND SOUTH OF 40 - 48 LYE CROSS ROAD	Freehold Land
13	70 NEW ROAD, TIPTON	Freehold Residential Investment
14	74 HUNTON HILL, ERDINGTON	Freehold Vacant Residential
15	237 MERRIDALE STREET WEST, WOLVERHAMPTON	Freehold Vacant Residential
16	20 SCHOOL LOFTS, CECIL STREET, WALSAL	Leasehold Vacant Residential
17	THE OLD CROWN, 9 SHEEPWASH LANE, TIPTON	Freehold Vacant Public House
18	305 BIRMINGHAM NEW ROAD, DUDLEY	Freehold Vacant Residential
19	UNIT 5, BLACKBROOK ROAD, HOLLY HALL, DUDLEY	Freehold Vacant Commercial
20	5 - 14 SOUTH ROAD, SMETHWICK	Freehold Commercial Investment
21	486 GREEN LANE, SMALL HEATH	Freehold Commercial Investment
22	70 HIGH STREET, DUDLEY	Freehold Commercial Investment
23	228 BASSETT ROAD, WEDNESBURY	Freehold Residential Investment
24	50 & 50A BEWDLEY ROAD, KIDDERMINSTER	Freehold Investment Opportunity
25	8 SHAFTMOOR LANE, ACOCKS GREEN	Freehold Commercial Investment
26	30 OVERTON ROAD, ACOCKS GREEN	Freehold Residential Investment
27	10 WELLINGTON ROAD, DUDLEY	Freehold Vacant Commercial
28	LAND NORTH OF 38 - 58 MIDHILL DRIVE, ROWLEY REGIS	Freehold Land
29	10 RIPON ROAD, WALSALL	Freehold Vacant Residential
30	102 LOCKHURST LANE, HOLBROOKS	Freehold Residential Investment
31	113 FIELD ROAD, BLOXWICH	Freehold Residential Investment
32	25 MASON STREET, WOLVERHAMPTON	Freehold Residential Investment
33	2 NEW STREET, MERRY HILL	Freehold Residential Investment
34	8 NEW STREET, MERRY HILL	Freehold Residential Investment
35	65 WILLIAM COOK ROAD, BIRMINGHAM	Freehold Vacant Commercial



36	92 THOMPSON AVENUE, WOLVERHAMPTON	Freehold Vacant Residential
37	14 FRANKLIN ROAD, BIRMINGHAM	Freehold Residential Investment
38	ASTLEY HOUSE, BREACH OAK LANE, CORLEY	Freehold Vacant Residential
39	LAND AT THE REAR OF 8 MARDOL, SHREWSBURY	Freehold Development Opportunity
40	UNITS G-H WAREHOUSE PREMISES AT HOBART ROAD, TIPTON	Freehold Vacant Commercial
41	BRICKHOUSE MEWS 1857A PERSHORE ROAD, KINGS NORTON	Freehold Vacant Commercial
42	LAND 6G, PORTWAY HILL, TIVIDALE, OLDBURY	Freehold Freehold Land
43	LAND ADJ 4 GAOL BUTTS, ECCLESHALL	Freehold Residential Building Plot
44	BUILDING PLOT ADJ TO 10 WATSON ROAD, BILSTON	Freehold Building Plot
45	3 HOLLYFIELD COURT, SUTTON COLDFIELD	Freehold Vacant Residential
46	62A CHESTER ROAD, BROWNHILLS, WALSALL	Leasehold Vacant Residential
47	128 TETTENHALL ROAD, WOLVERHAMPTON	Freehold Residential Investment
48	169 GREEN LAWN, ST. MARKS ROAD, TIPTON	Leasehold Residential Investment
49	FGR 8 & 20 DURAND ROAD, & 57 & 79 GOLDFINCH CLOSE, CALDICOT	Freehold Ground Rents
50	FGR 7, 9, 18, 21 AND 23 CUMBERLAND CLOSE, KINGSWINFORD	Freehold Ground Rents
51	FGR 9, 9A, 11 AND 11A RICHMOND ROAD, OLTON, SOLIHULL	Freehold Ground Rents
52	19, 19A, 21 & 21A RAMSDEN AVENUE, NUNEATON	Freehold Residential Investment
53	31, 31A, 33 & 33A RAMSDEN AVENUE, NUNEATON	Freehold Residential Investment
54	35, 35A, 37 & 37A RAMSDEN AVENUE, NUNEATON	Freehold Ground Rents
55	14, 14A, 16 & 16A TUDOR ROAD, NUNEATON	Freehold Ground Rents
56	30, 30A, 32, 32A, & LAND TUDOR ROAD, NUNEATON	Freehold Investment and Land
57	174 FARREN ROAD, NORTHFIELD	Freehold Residential Investment
58	55 OTTER CROFT, SHARD END, BIRMINGHAM	Freehold Vacant Residential
59	MALTHOUSE CHAMBERS, 30 WALSALL STREET, WILLENHALL	Freehold Commercial Investment
60	FLATS 2 & 3, 3 HOLYROOD HOUSE, 11 WELLS ROAD, MALVERN	Leasehold Vacant Residential
61	2 MALKIT CLOSE, WALSALL	Freehold Vacant Residential
62	45 FALMOUTH ROAD, HODGE HILL	Freehold Vacant Residential
63	10 ASH COURT, CRYSTAL DRIVE, SMETHWICK	Leasehold Vacant Commercial
64	UNIT 10L BUNTSFORD BUSINESS PARK, BROMSGROVE	Freehold Vacant Commercial
65	116 ALVECHURCH ROAD, BIRMINGHAM	Freehold Vacant Residential
66	1 - 7 BRIGHT STREET, COVENTRY	Freehold Vacant Commercial
67	REAR OF 1353 STRATFORD ROAD, HALL GREEN	Freehold Vacant Commercial
68	12 HERMES CRESCENT, COVENTRY	Freehold Vacant Residential
69	31 LUPIN ROAD, DUDLEY,	Freehold Residential Investment
70	63 STANMORE ROAD, EDGBASTON	Freehold Vacant Residential
71	14 WEST VIEW, ALUM ROCK	Leasehold Vacant Residential
72	72 HATHERSAGE ROAD, GREAT BARR	Freehold Vacant Residential

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

Valuers Ian M. Axon, Stephen D Sutton B.sc (Est.man.) FRICS, Dan O Malley B.Sc.(Hons) HND

Auction Manager Sue Worrall

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

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

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

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

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

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

AUCTION DEPOSITS

Auction deposits may be paid by the following methods

Bank/Building Society draft

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

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

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

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





5 Birmingham Road, Great Barr, Birmingham B43 6NW

Property Description:

A detached bungalow of brick construction surmounted by a hipped tile clad roof, occupying a sizeable plot and set back from the road behind a foregarden and driveway. The property benefits from part Upvc double glazed windows and requires modernisation and repair. The property is situated close to the junction with Queslett Road, within walking distance from the Scott Arms Shopping Centre and within approximately one third of a mile distance from the M6 Motorway (junction 7)

comprising panelled bath, glazed shower enclosure, pedestal wash basin and wc, Breakfast Kitchen, Lean-to Conservatory

Outside:

Lawned foregarden and driveway providing off road parking, side driveway to rear yard, prefabricated garage and long garden

Total Site Area: 0.169 acres (680 sq. mtrs)

Legal Documents:

Available at www.cottons.co.uk

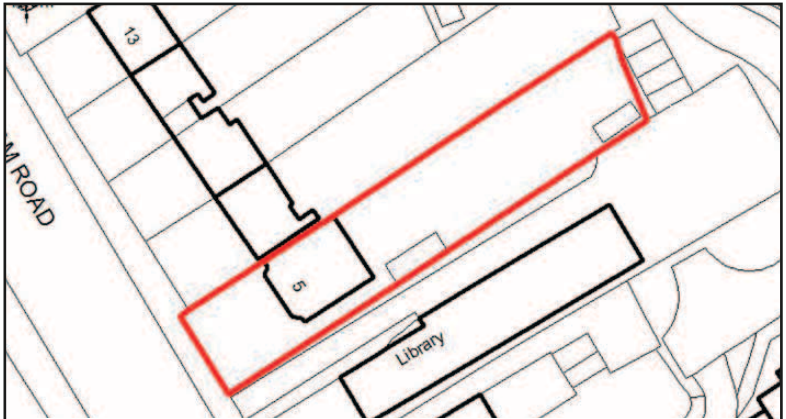
Accommodation:

Ground Floor:

Porch, Reception Hall, Two Double Bedrooms, Lounge/Dining Room, Bathroom with modern suite

Viewings:

Via Cottons – 0121 247 2233



This plan is for Identification purposes only.

Please refer to the Legal Pack for confirmation of the exact site boundaries.





41 Kentish Road, Handsworth, Birmingham B21 0BB

Property Description:

A two bedroomed terraced property of brick construction surmounted by a tiled roof. The property benefits from having part UPVC double glazing and gas fired central heating. Kentish Road is located off Wattville Road in turn leading to Holyhead Road (A41).

Accommodation:

Ground Floor:

Porch, Living Room, Dining Room, Kitchen and Utility Area, Ground Floor W.C.

First Floor:

Two Bedrooms and Bathroom having panelled bath, wash basin, shower cubicle and W.C

Outside:

(Front) Walled Fore-garden

(Rear) Outbuilding and Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Birmingham Investors...

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

pin
property
investors
network

We highly recommend you attend the Property Investors Network meeting on Thursday 15th March 2012 at the Crowne Plaza, NEC, Birmingham. The meeting will provide you with up-to-date information on the ever changing property market, whilst increasing your knowledge & skills in property investment.

Come &
join us 7pm
Thursday
15th March
2012

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

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

www.pinbirmingham.co.uk

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

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



COTTONS
THE AUCTIONEERS





30 Markford Walk, Newtown, Birmingham, B19 2HD

Property Description:

A four bedroomed semi-detached property of rendered brick construction surmounted by a tiled roof set back from the road and accessed via a pedestrian walkway. The property has suffered fire damage and requires complete modernisation, improvement and repair throughout. Markford Walk is located off Wheeler Street and Guildford Drive.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen (no fitments) and WC

First Floor:

Four Bedrooms and Bathroom having panelled bath and WC

Outside:

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

DEPOSITS AND ADMINISTRATION FEE

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

Acceptable payment methods are as follows:

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

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

- Credit Card Payments

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

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





410 Bearwood Road, Smethwick, West Midlands B66 4EX

Property Description:

A two storey terraced retail premises with flat accommodation over of brick construction surmounted by a pitched tile clad roof and benefiting from mostly UPVC double glazed windows. The property forms part of a parade of similar units located close to the junction with Reginald Road and forms part of a mixed commercial and residential area, conveniently within approximately one quarter of a mile distance from Bearwood Shopping Centre which provides access to a wide range of retail services and amenities.

Tenancy Information:

410 Bearwood Road:

Retail Shop: Let as a Property Letting Agents trading as William Knight on a lease for a term of 5 years from the 1st January 2010 at a rental of £7,000 per annum. We are advised by the receivers that the rent has been paid to the debtor in full for the remainder of the term with no further rent due.

410A Bearwood Road:

Flat/Living Accommodation: Let for a term of 2 years from the 1st September 2010 at a rental of £2,100 per annum paid in advance to the debtor for the full term of the agreement with no further rent due .

410C Bearwood Road:

Rear Ground Floor Accommodation: Let for a term of 5 years from the 1st April 2010 at a rental of £1,500 per annum paid in advance to the debtor for the full term of the agreement with no further rent due.

Note: The Receivers cannot confirm the existence or validity of all the occupational tenancies which may be in place at the Property and give no warranty or indemnity as to the existence or terms of any occupational tenancies.

Accommodation:

Whilst the auctioneers have not inspected the property, we understand that it comprises of the following:

Ground Floor:

Retail Shop: currently trading as letting agents with ancillary accommodation and wc

Gross internal Area:

56.3sq.mtrs (606sq.ft) (source of information: Valuation Office Agency website)

First Floor:

Flat with rear access

Outside:

Rear yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No access arrangements available

IMPORTANT NOTE: Any persons wishing to bid for this property must produce a bankers draft at the fall of the auctioneers hammer for a sum of £8,500. Failure to do so will result in the Lot being reoffered for sale immediately thereafter. The bankers draft will be treated as payment towards the auction deposit and any shortfall must be paid before leaving the auction room.





412 Bearwood Road, Smethwick, West Midlands B66 4EX

Property Description:

A two storey traditional built mid terraced retail premises with living accommodation/flat over of brick construction surmounted by a pitched tile clad roof and benefits from UPVC double glazed windows. The property forms part of a parade of similar units located close to the junction with Reginald Road and forms part of the popular Bearwood Road conveniently within approximately one quarter of a mile distance from the main Bearwood Shopping Centre providing access to a wide range of retail services and amenities.

Tenancy Information:

412 Bearwood Road:

Retail Unit: Let on a lease for a term of 5 years from the 1st September 2010 at a rental of £3,000 per annum. We are advised by the receivers that the rent has been paid to the debtor in full for the remainder of the term with no further rent due.

412A Bearwood Road:

Flat/Living Accommodation: Let for a term of 2 years from the 15th August 2010 at a rental of £2,100 per annum paid in advance to the debtor for the full term of the agreement with no further rent due.

412C Bearwood Road:

Rear Ground Floor Accommodation: Let for a term of 7 years from the 1st September 2010 at a rental of £1,500 per annum paid in advance to the debtor for the full term of the agreement with no further rent due.

Note: The Receivers cannot confirm the existence or validity of all the occupational tenancies which may

be in place at the Property and give no warranty or indemnity as to the existence or terms of any occupational tenancies.

Accommodation:

Whilst the auctioneers have not inspected the property, we understand from the receivers that it comprises of the following:

Ground Floor:

Retail Shop with Kitchen and wc facilities

Gross internal Area: 48.92sq.mtrs (527sq.ft) (source of information: Valuation Office Agency website)

First Floor:

Flat/Living accommodation: accessed from the rear and comprising Living Room, Bathroom, Kitchen and Bedroom and benefiting from gas fired central heating

Outside:

Rear yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No access arrangements available

IMPORTANT NOTE:

Any persons wishing to bid for this property must produce a bankers draft at the fall of the auctioneers hammer for a sum of £8,500. Failure to do so will result in the Lot being reoffered for sale immediately thereafter. The bankers draft will be treated as payment towards the auction deposit and any shortfall must be paid before leaving the auction room.



**14 Wilkinson Avenue, Bilston,
West Midlands, WV14 8PS**

Property Description:

A semi detached property surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from UPVC double glazing and gas fired central heating. Wilkinson Avenue is located off Rose Street, which in turn leads off Brierley Lane.

Accommodation:

Ground Floor:

Hallway, Lounge, Kitchen

First Floor:

Two Bedrooms, Bathroom with low level WC, panelled bath and wash hand basin on pedestal

Outside:

(Front) Paved foregarden allowing for off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

**9 Yew Tree Road,
Sutton Coldfield,
West Midlands
B73 5HN**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, requiring modernisation and improvement. Yew Tree Road forms part of a popular and established residential area and comprises of a cul-de-sac located off Sheffield Road which in turn leads off Boldmere Road (B4142). Chester Road Railway Station is within approximately 200 metres distance and Sutton Coldfield Town Centre lies within approximately two miles distance to the north.

Accommodation:

Ground Floor:

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

First Floor:

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



Outside:

(Front) Small paved foregarden

(Rear) Yard with shared pedestrian access, brick stores and wc and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Freehold Site with Residential Development Potential

By Instruction of the Joint LPA Receivers



25 Croft Street, Willenhall, West Midlands WV13 2NU

Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of approximately 0.12 acres (485sq.mtrs). The site is situated in a predominantly residential area close to the junction with Field Street and within walking distance of Willenhall Town Centre.

Planning:

The Site is considered suitable for residential redevelopment. The planning history contained on Walsall Council website states that planning consent was granted on 24th March 2006 (Ref: 06/0130/FL/W5) for the erection of 8 no. 1 Bedroom Apartments.

Whilst this planning consent has lapsed, Walsall Council have indicated that they would encourage residential redevelopment of the site.

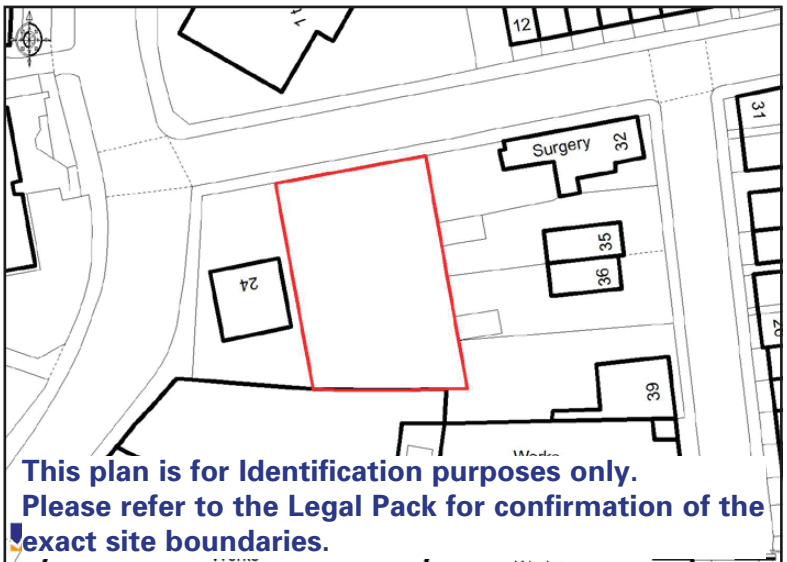
All interested parties should contact the local planning department at Walsall Council prior to bidding to discuss the validity of any proposed schemes.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 9

Freehold Vacant Possession

**13 York Road,
Erdington, Birmingham
B23 6TE**

Property Description:

A three storey premises of traditional brick construction surmounted by a pitched tile clad roof comprising of a ground floor former estate agents offices with living accommodation over which has more recently been used as ancillary office space. York Road runs directly between High Street and Sutton New Road and contains a number of similar professional services and estate agents, benefiting from a high level of pedestrian foot flow generated by its close proximity to Erdington High Street. The property benefits from gas fired central heating.

Accommodation:

Ground Floor:

Office/Retail Shop, Store Room, Separate WC with wash basin

First Floor:

Stairs and Landing, Two Rooms/ Offices, Kitchen, Bathroom with panelled bath and pedestal wash basin, Separate WC

Second Floor:

Two Rooms/Offices



Outside

(Rear) A small rear yard with two brick built outbuildings and side gated access

Net Internal Area

Ground Floor: 45.4sq.mtrs (488sq.ft)

First Floor: 29sq.mtrs (313sq.ft)

Second Floor: 28.41sq.mtrs (305sq.ft)

Total: 102.81sq.mtrs (1,106sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 10

Freehold Vacant Possession

**79 Farm Road, Oldbury,
West Midlands
B68 8QZ**

Property Description:

A two bedroomed mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a small walled foregarden. The property benefits from having part UPVC double glazing and part gas fired central heating. Farm Road is located off Hadley Street which in turn can be found off Causeway Green Road (IB4169)

Accommodation:

Ground Floor:

Hallway, Lounge, Dining Room, inner lobby and Kitchen

First Floor:

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

Outside:

(Front) Small walled foregarden

(Rear) Garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





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

Property Description:

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

Planning:

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

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

Existing Accommodation:

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

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

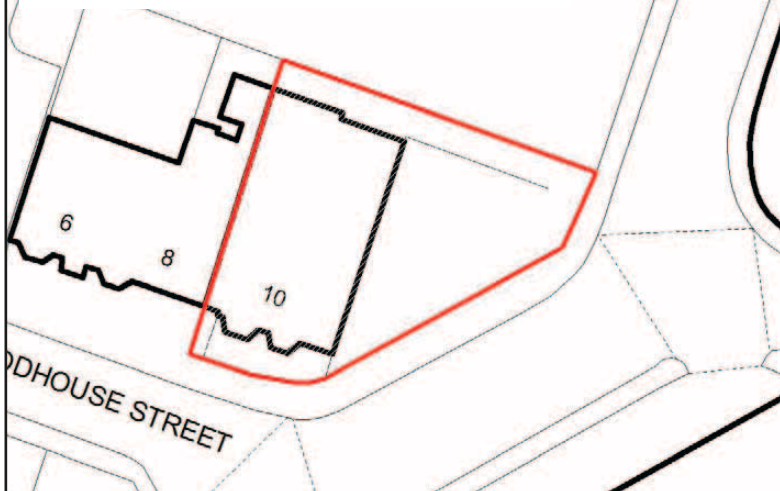
Legal Documents:

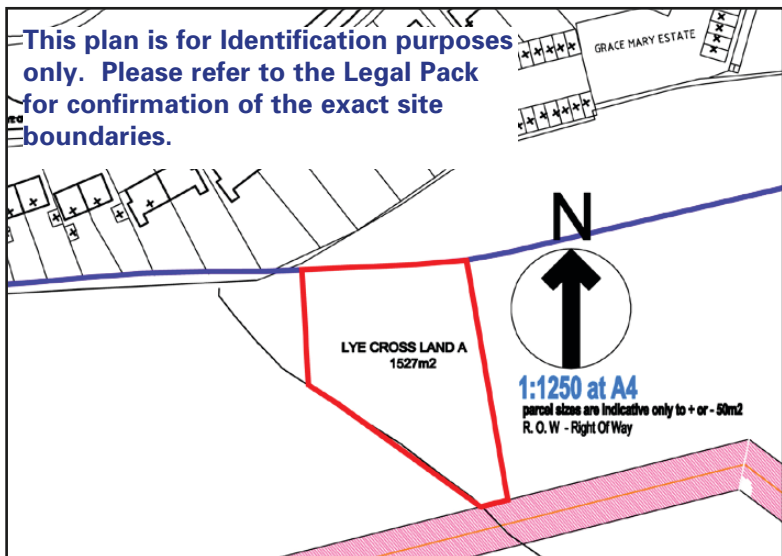
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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





Land to the South of 40 – 48 Lye Cross Road, Rowley Regis, Near Oldbury – (Ref: LYE CROSS LAND A)

Description:

The property comprises irregular shaped unfenced site of about 0.37 acres (1,527 sq. mtrs) on average 37m wide x 24-51 metres deep. The site is part of a large area of public open space bounded by housing.

Site boundaries have been surveyed and the plot boundaries can be set out for a 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 40 – 48 Lye Cross Road approached via a right of way from Portway Hill.

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

Viewings:

Via Cottons – 0121 247 2233

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70 New Road, Tipton, West Midlands DY4 7BX

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having double glazing and gas fired central heating. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental income of £500.00 pcm (£6,000.00 pa). New Road is located off Horseley Heath (A461)

Accommodation:

Ground Floor:

Entrance Porch, Lounge, Kitchen, WC

First Floor:

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

Outside:

(Front) Paved foregarden allowing for off road parking



(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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74 Hunton Hill, Erdington, Birmingham B23 7NE

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway allowing for off road parking. The property benefits from having gas fired central heating and part UPVC double glazing however does require some modernisation and improvement. Hunton Hill is located between both Gravelly Hill (A5127) and Slade Road. The property is within approximately a quarter of a miles distance from Erdington High Street.

Bathroom having panelled bath, wash basin and WC

First Floor:

Three Bedrooms and Bathroom having panelled Bath, wash basin, WC and Shower Cubicle,

Outside:

(Front) Lawned foregarden and paved driveway allowing for off road parking
(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby and

Viewings:

Via Cottons – 0121 247 2233

237 Merridale Street West, Wolverhampton WV3 0RP

Property Description:

A traditional mid terraced house of rendered brick construction predominantly surmounted by a pitched tile clad roof and benefiting from gas fired central heating and UPVC double glazed windows but requiring modernisation and improvement throughout. Merridale Street West comprises of a cul-de-sac located off Owen Road and conveniently within approximately a quarter of a mile distance from Wolverhampton City Centre.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Three Bedrooms



Outside:

(Rear) Yard, pedestrian right of way and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





20 School Lofts, Cecil Street, Walsall, WS4 2AZ

Property Description:

A two bedroomed mews style property forming part of a residential gated development that has been formally converted from an existing school to provide 28 self contained units. The property benefits from having UPVC double glazing, electric heating and modern kitchen and bathroom fitments, and furthermore benefits from its own private front and rear entrances and gated communal parking. Cecil Street is located off Butts Road which in turn can be found off Lichfield Street.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge/Kitchen, Bedroom 1, Shower room having single shower cubicle, wash hand basin and wc

First Floor:

Bedroom 2 with en-suite bathroom having single shower cubicle, wash hand basin and wc

Outside:

(Front) Small Patio Area

(Rear) Communal parking

Outside:

Term: 125 years from 1st April 2005

Ground Rent: £250.00 per annum

Service Charge: £725.00 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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The Old Crown, 9 Sheepwash Lane, Tipton, West Midlands, DY4 7JF

Property Description:

The property is located within the Great Bridge district of Tipton, approximately 8 miles west of Birmingham City Centre, and 2 miles west of West Bromwich Town Centre.

The property is situated on the northern side of Sheepwash Lane (B4166) close to its junction with Whitehall Road.

The property comprises a site of approximately 400 sq.m currently developed to provide a vacant public house.

The main building to the Sheepwash Lane frontage is of substantial three storey brick and tile construction. There is a two storey wing building to the rear of the property of similar construction to the main building, and a number of single storey additions and out buildings.

Accommodation:

The property was unoccupied at the time of inspection and has been secured. Accordingly, the auctioneers have not inspected the property internally. It is however, thought that prospective purchasers may be inclined to redevelop the property.

Planning:

The property has previously been used as a public house falling within Use Class A4 (drinking establishment). In accordance with planning legislation, redevelopment for A1 (shops) A2 (financial and professional services) or A3 (restaurants and cafes) is permitted.

Alternatively, the property may have potential for residential use subject to the grant of planning permission.

VAT

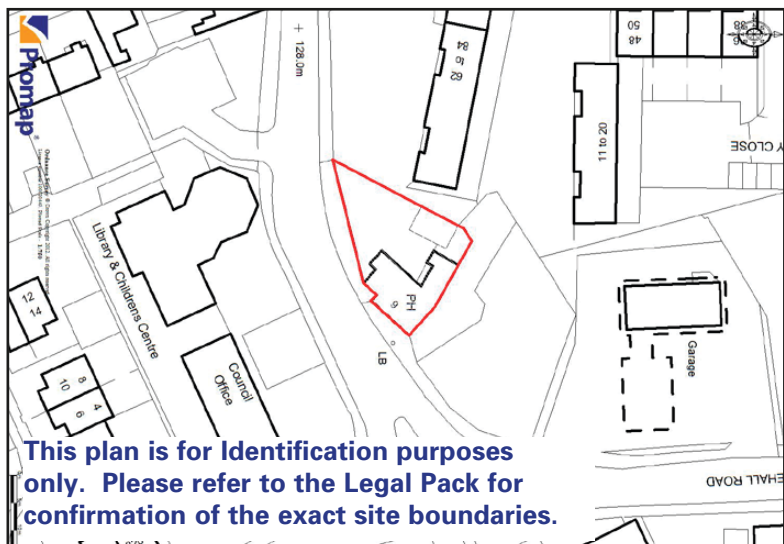
The sale proceeds shall attract VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





305 Birmingham New Road, Dudley, West Midlands DY1 4SJ

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved fore garden allowing for off road parking. The property benefits from having part double glazing and part gas fired central heating. Birmingham New Road can be found off Black Country Route (A463)

Accommodation:

Ground Floor:

Porch, Hallway, Lounge, Dining Room, Kitchen, Veranda

First Floor:

Three Bedrooms and Shower Room having single shower cubicle, wash hand basin and WC

Outside:

(Front) 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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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.

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We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 24th May 2012** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





**Unit 5, Southworks, Blackbrook Road,
(off Peartree Lane),
Dudley West Midlands, DY2 0QP**

Property Description:

The property is located approximately 9 miles west of Birmingham City Centre and 1 mile south of Dudley Town Centre in an established industrial area.

The national motorway network is accessible at junction 2 of the M5 motorway approximately 4 miles to the east.

The property comprises a large, two-bay industrial building, with a two/three storey office building to the front of the site.

The main industrial buildings are of single storey steel frame construction with light steel trussed roofs. The wall and roof cladding materials comprise a combination of brickwork, corrugated iron sheet and corrugated asbestos cement sheet, part lined internally and incorporating Perspex roof lights.

Both bays have travelling cranes of varying capacities.

The bays have a typical eaves height of approximately 7.2 metres.

The bays are serviced at the rear, where there is a single storey extension and further space for minimal on site expansion.

Accommodation:

Main Industrial Building:

Two bay industrial building, with ancillary canteen and works office accommodation.

Office Building:

Ground Floor:

Partitioned to provide, reception, offices, and male and female toilet accommodation

First Floor:

Partitioned to provide lobby, general office, ancillary offices and store.

Total Gross Internal Area:

24,120 sq.ft (2,240.7 sq.m) approx

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Church House, 5 – 14 South Road, Smethwick, West Midlands, B66 7BN

Property Description:

The property is located approximately 3 miles west of Birmingham City Centre and 2 miles east of Oldbury, within Smethwick Town Centre.

The property comprises a purpose-built three storey office building, with landscaping to the front of the site and car parking to the rear.

The building is of concrete frame construction, with brickwork to the side elevations and glazing or cladding to the front and rear of the building. The building has a flat roof and concrete floors throughout.

Accommodation:

Ground Floor:

Ground Floor 3,646 sq.ft (338.7 sq.m)

First Floor 3,860 sq.ft (358.6 sq.m)

Second Floor 3,860 sq.ft (358.6 sq.m)

Total Net Internal Area
11,366 sq.ft (1,055.9 sq.m)

Lease Information:

The premises are let to Sandwell Homes Limited, with a Guarantee from Sandwell Borough Council, for a term of 10 years from 23rd August 2005 on effective tenants full repairing and insuring terms.

The current rent passing is £65,170 per annum, exclusive

The tenants have served a notice to break the lease on 22nd August 2012. Exercise of the break option shall attract a penalty equivalent to 6 months rent.

The landlord has not yet raised a terminal dilapidations claim.

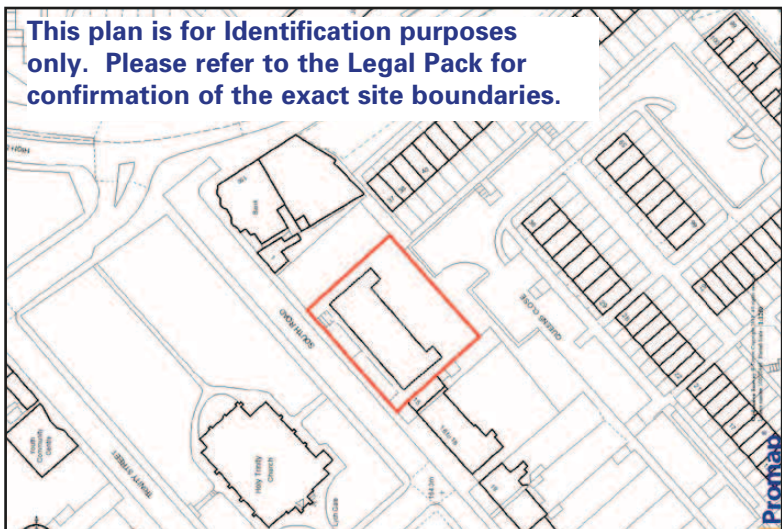
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233







486 Green Lane, Small Heath, Birmingham B9 5QJ

Property Description:

A mid terraced property of brick construction surmounted by a pitched tile clad roof, comprising of ground floor takeaway premises with living accommodation/flat over and having been substantially extended to the rear ground floor which includes a brick built garage/store with rear vehicular access from the adjacent side road. The property is situated directly fronting Green Lane alongside a wide range of local retail amenities and services and surrounded by a predominantly dense residential catchment area.

Tenancy Information:

The property is let on a lease trading as Ashley Kebab House for a term which expires 1st March 2017 at a rental of £800 per calendar month (£9,600 per annum) on Full Repairing and Insuring terms.

Ground Floor:

Hot Food Takeaway with Retail/ Seating Area, Kitchen and Preparation Area: 53.42sq.mtrs (575sq.ft), Toilet with wc, Store: 3.39sq.mtrs (36sq. ft), Rear Extension containing Staff Toilet with wc and wash basin, Store Room: 6.68sq.mtrs (72sq.ft), Garage/ Store: 38.46sq.mtrs (414sq.ft) with roller shutter and vehicular access via a shared rear driveway/right of way.

First Floor:

Rear External Stairs to Flat/Living Accommodation comprising Kitchen, Shower Room with wc and wash basin, Lounge, Bedroom

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





70 High Street, Dudley, West Midlands DY1 1PY

Property Description:

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

Schedule of Leases:

Lease information: Ground floor and basement let on a 3 years full repairing and insuring Lease for a term of 3 Years which commenced on the 1st December 2011 at a rental of £650.00 pcm (£7,800.00 per annum).

First Floor:

Let on a twelve month licence at a rental of £295.00 pcm (£3,540.00 per annum).

Second Floor:

Let on a 12 twelve month licence at a rental of £295.00 pcm (£3,540.00 per annum).

Total rental income : £1,240.00 pcm (£14,880.00 per annum)

Accommodation:

Ground Floor:

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

First Floor:

Access via entrance from the High Street, open plan with kitchenette, shower room with WC approximately 31.8 sq.m (350 sq ft).

Second Floor:

Access via entrance from the High Street, Room 1, Room 2, kitchenette, shower room with WC approximately 41.8 sq.m (450 sq ft).

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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228 Bassett Road, Wednesbury, WS10 0LX

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a gravelled and paved gated foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental income of £500.00 pcm (£6,000.00 pa). Bassett Road is located off Carisbrooke Road which in turn can be found off Friar Park Road.

First Floor:

Three Bedrooms,

Outside:

(Front) Gravelled and paved foregarden allowing for off road parking
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Porch, Hallway, Lounge, Kitchen, Bathroom having panelled bath, wash hand basin and WC

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50 & 50A Bewdley Road, Kidderminster, Worcestershire DY11 6RS

Property Description:

A substantial pair of traditional semi detached houses of brick construction surmounted by a pitched tile clad roof, occupying a corner position at the junction with Cobden Street and having been converted some years ago into six separate flats. The property forms part of a predominantly residential area and is conveniently located within approximately one third of a mile distance from Kidderminster Town Centre and within less than a quarter of a mile distance from Kidderminster General Hospital.

Note: Each flat is currently vacant with the exception of flat 3 (50A Bewdley Road) whereby the receivers have served the occupant with a notice to quit. The Receivers provide no warrantee that this flat will be vacant upon completion of the sale.

Accommodation: 50 Bewdley Road: Ground Floor:

Shared Entrance Hall with Cellar access off

Flat 1: Entrance Hall, Lounge, Dining Kitchen, Lobby, Bathroom with bath, wash basin and wc, Double Bedroom

First Floor:

Stairs and Landing,
Flat 2: Entrance Hall, Lounge, Kitchen, Bathroom with bath, glazed shower

enclosure, wash basin and wc, internal stairs to Second Floor Bedroom

Flat 3: Entrance Hall, Bed/Living Room, Kitchen, Shower Room with shower, wash basin and wc

50A Bewdley Road:

Ground Floor:

Shared Entrance Hall with Cellar access off

Flat 1: Entrance Hall, Lounge, Kitchen, Shower Room with shower, wash basin and wc

First Floor:

Stairs and Landing,
Flat 2: Entrance Hall, Lounge, Kitchen, Bathroom with bath, glazed shower enclosure, wash basin and wc, internal stairs to Second Floor Bedroom

Flat 3: Not Inspected – We understand the accomodation comprises: Entrance Hall, Bed/Living Room, Kitchen and Shower Room

Outside:

(Front) Foregarden
(Rear) Pedestrian side access from Cobden Street to a rear yard/bin storage area and outbuildings

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





8 Shaftmoor Lane, Acocks Green, Birmingham B27 7RS

Property Description:

A mid terraced property of brick construction surmounted by a pitched replacement tile clad roof, comprising of a ground floor hot food takeaway premises with living accommodation situated to the first floor over which benefits from gas fired central heating and UPVC double glazed windows. The property is prominently situated fronting Shaftmoor Lane opposite the junction with Olton Boulevard East (B4514) and close to the junction with Spring Road. The property forms part of a local shopping centre containing a wide range of retails amenities and serving the surrounding predominantly residential catchment area.

Tenancy Information:

The property is currently let on a lease trading as Jav's Pizza for a term of 15 years from 26th March 2010 at a current rental of £18,000 per annum subject to 3 yearly rent reviews and on Full Repairing and Insuring terms.

Accommodation:

Ground Floor:

Hot Food Takeaway Premises with Servery/Kitchen Area having electric roller shutter protection, Inner Hall, Preparation/Freezer Room

First Floor:

Living Accommodation comprising Internal Stairs and Landing, Lounge, Double Bedroom, Shower Room with glazed shower enclosure, pedestal wash basin and wc

Outside:

(Rear) Enclosed yard and separate garden

Gross Internal Area (Ground

Floor): 47.54 sm. Mtrs. (511 sq. ft.) approximatley

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**30 Overton Road,
Acocks Green,
Birmingham, B27 7LN**

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a paved fore garden allowing for off road parking. The property benefits from UPVC double glazing and gas central heating. Overton Road can be accessed off Severne Road and Gospel Farm.

The property is currently let on an Assured Shorthold Tenancy producing a rental of £550pm and (£6,600 pa).

Accommodation:

Ground Floor:

Lounge, Kitchen and bathroom with low level WC, panelled bath and wash hand basin on pedestal

First Floor:

Three bedrooms



Outside:

(Front) paved foregarden allowing for off road parking

(Rear) garden laid to lawn

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewings Available

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5337



Freehold Vacant Industrial Premises

By Instruction of the Joint Administrators of Griffin Brothers (Dudley) Limited



10 Wellington Road, Dudley, West Midlands DY1 1RB

Property Description:

A substantial industrial unit of predominantly brick construction surmounted by steel framed multi pitched roof and prominently located at the junction of Wellington Road and Waterloo Street. The property is located in a mixed area containing a wide range of industrial, retail and residential properties and is situated within approximately half a mile distance to the south west of Dudley Town Centre.

Accommodation:

Ground Floor:

Factory Premises with roller shutter loading access to front and side elevations and including a Staff Room and Ladies and Gents Toilets.

First Floor:

Entrance Hall and Stair Access to Two Separate Offices/Stores

Outside:

Tarmacadam forecourt having loading access, side loading access off Waterloo Street and an open yard area to the rear

Gross Internal Area

Ground Floor: 1,059sq.mtrs (11,400sq.ft)

First Floor: 39.93sq.mtrs (430sq.ft)

Total: 1,098.93sq.mtrs (11,829sq.ft) approximately

Site Area: 0.38 acres (0.15 hectares) approximately

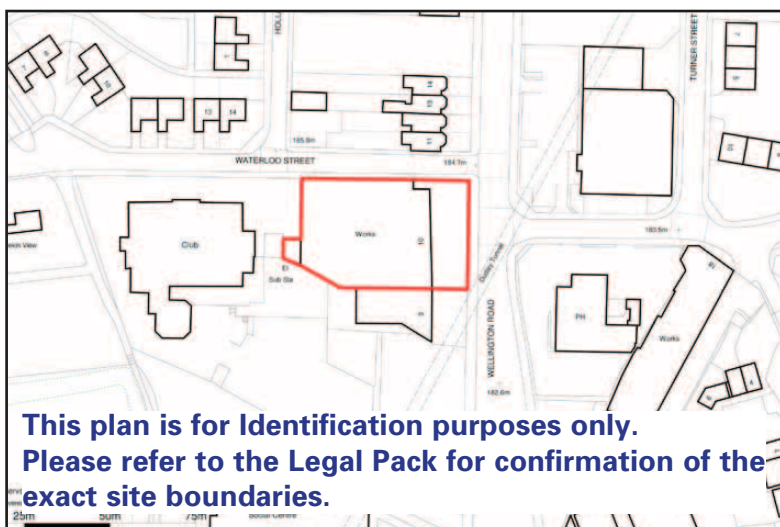
Legal Documents:

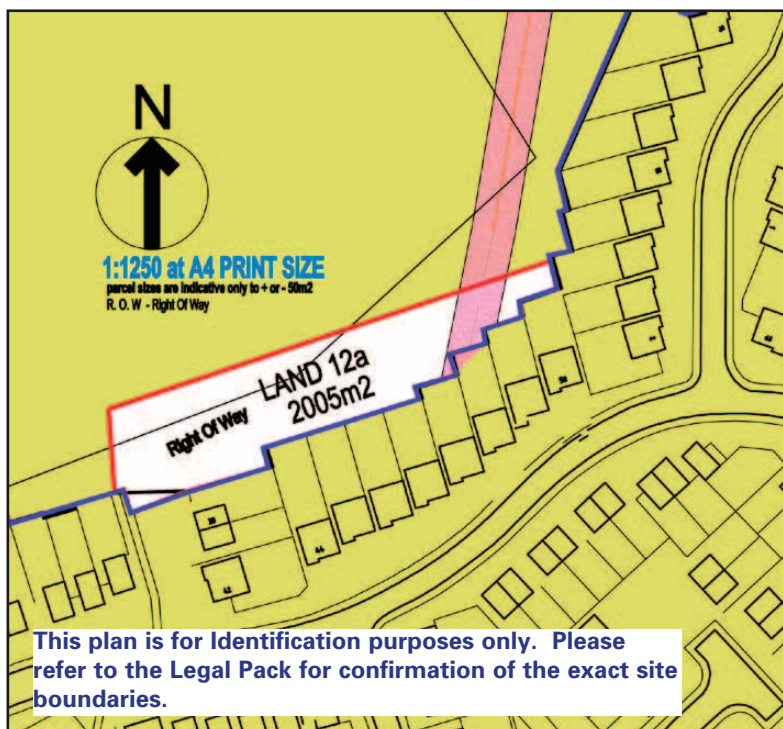
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233







Land to the North of 38 – 58 Midhill Drive, Rowley Regis , West Midlands (Ref: LAND 12A)

Description:

The land comprises a roughly rectangular shaped unfenced site of about 0.49 acres (0.2 hectares), measuring approximately 112m wide and averaging between 6 to 25 metres deep and located to the rear of a row of houses known as 38 – 58 Midhill Drive. It is understood there is land drainage and a sewer on the land. The site is part of a large area of public open space bounded by housing.

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

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.

Location:

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 north of 38 – 58 Midhill Drive approached via a right of way from Midhill Drive.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

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.



10 Ripon Road, Walsall, WS2 9UU

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating and further benefits from having modern kitchen and bathroom fittings. Ripon Road is located off Southbourne Avenue which in turn can be found off Wolverhampton Road (A454).

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Kitchen

First Floor:

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

Outside:

(Front) Foregarden and driveway allowing for off road parking

(Rear) Lawned garden and brick built store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 30

102 Lockhurst Lane, Holbrooks, Coventry CV6 5NY

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, set back from the road behind a wide pavement area, benefiting from UPVC double glazed windows to at least the front elevation. Lockhurst Lane leads off Foleshill Road (B4113) and the property is situated within approximately one and a half miles distance to the north of Coventry City Centre. The property is currently let on a Regulated Tenancy at a registered rental of £63 per week (£3,276 per annum) and effective from 29th December 2010.

Accommodation:

Whilst the accommodation has not been inspected by the auctioneers, the rent registration document details the following:

Ground Floor:

Two Reception Rooms, Kitchen

Freehold Investment



First Floor:

Three Rooms, Bathroom with wc

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewings Available

LOT 31

113 Field Road, Bloxwich, Walsall WS3 3JA

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a small walled foregarden and benefiting from UPVC double glazed windows to at least the front elevation. Field Road forms part of an established residential area and leads directly off Lichfield Road (A4124) and the property is conveniently within approximately a third of a mile distance from Bloxwich High Street. The property is currently let on a Regulated Tenancy at a Registered Rental of £54 per week (£2,808 per annum) effective from 29th March 2010.

Accommodation:

Whilst the accommodation has not been inspected by the auctioneers, the rent registration document details the following:

Ground Floor:

Two Reception Rooms, Kitchen and Bathroom with wc

First Floor:

Two Rooms

Freehold Investment



Outside:

(Front) Small foregarden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewings Available



LOT 32

25 Mason Street, Wolverhampton WV2 3AG

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a small walled foregarden. Mason Street leads directly off Dudley Road (A459) which provides direct access to Wolverhampton City Centre being within approximately half a mile distance to the north. The property is currently let on a Regulated Tenancy at a Registered Rental of £64 per week (£3,328 per annum) effective from 13th March 2011.

Accommodation:

Whilst the accommodation has not been inspected by the auctioneers, the rent registration document details the following:

Ground Floor:

Hallway, Two Reception Rooms, Kitchen

Freehold Investment



First Floor:

Two Rooms, Bathroom with wc

Outside:

(Front) Walled foregarden
(Rear) Garden with outside wc

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewings Available

LOT 33



2 New Street, Merry Hill, Wolverhampton WV3 7NW

Property Description:

A semi detached house of brick construction surmounted by a hipped slate clad roof, set back from the road behind a lawned foregarden and gravelled driveway providing off road car parking. New Street forms part of a popular residential area and leads directly between Trysull Road and Coalway Road located approximately two miles distance to the south west of Wolverhampton city centre. The property is currently let on a Regulated Tenancy at a registered rental of £75 per week (£3,900 per annum) effective from 23rd February 2011

Accommodation:

Whilst the accommodation has not been inspected by the auctioneers, the rent registration document details the following:

Ground Floor:

Reception Room, Kitchen/Diner, Verandah

First Floor:

Three Rooms, Bathroom with wc

Outside:

(Front) Lawned foregarden and gravelled driveway providing off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewings Available



**8 New Street,
Merry Hill,
Wolverhampton
WV3 7NW**

Property Description:

A semi detached house of brick construction surmounted by a hipped slate clad roof, set back from the road behind a lawned foregarden and paved driveway providing off road car parking. New Street forms part of a popular residential area and leads directly between Trysull Road and Coalway Road located approximately two miles distance to the south west of Wolverhampton City Centre. The property is currently let on an Assured Periodic Tenancy at a current rental of £138 per week (£7,176 per annum), last reviewed on 10th October 2011.

Accommodation:

Whilst the accommodation has not been inspected by the auctioneers, the Vendors advise that it contains the following:

Ground Floor:

Two Reception Rooms, Kitchen



First Floor

Two Bedrooms and Bathroom

Outside:

(Front) Lawned foregarden and paved driveway with side access to rear

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewings Available

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Freehold Yard and Premises - Redevelopment Opportunity



65 William Cook Road, Ward End, Birmingham, B8 2HS

Property Description:

The property is located approximately 4 miles east of Birmingham City Centre within a predominately residential area.

The property currently comprises a yard, with single storey storage buildings, formerly used as a builders yard and premises.

Planning:

The local planning authority, Birmingham City Council, granted full planning permission (2011/06218/PA) on 15th November 2011, subject to conditions, for the demolition of the existing light industrial workshops/garages occupying this site and the erection of a detached two bedroom dwelling, and two, two bedroom of semi-detached dwelling houses.

Existing Accommodation:

The property has a site area of approximately 3,964 sq.m (368 sq.m) (0.091 acres)

The site is currently developed to provide a range of single storey light industrial or storage buildings. These buildings have a total gross internal area of approximately 1,034 sq.ft (96.1 sq.m)

New Development:

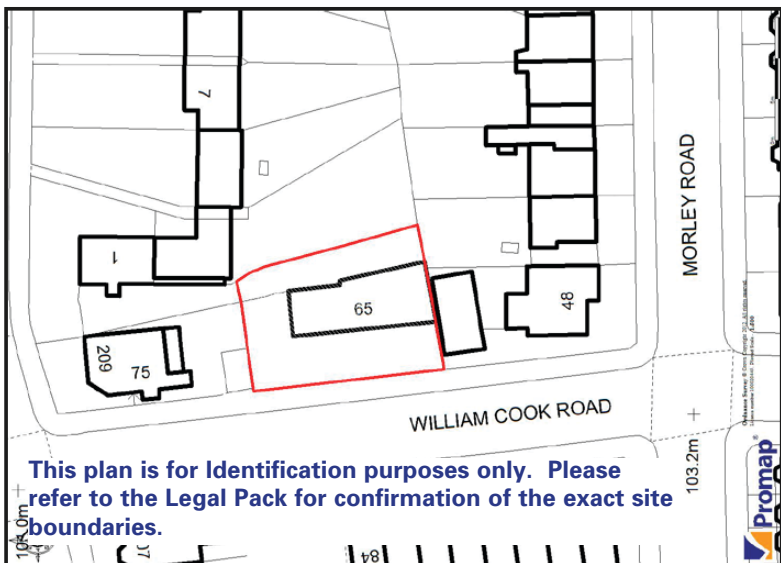
A copy of the planning consent and architects drawings relating to the proposed residential development are available for inspection on Birmingham City Councils website.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





92 Thompson Avenue, Wolverhampton, WV2 3NR

Property Description:

A semi detached house of rendered brick construction surmounted by a tile clad roof, set back from the road behind a gravelled foregarden allowing for off road parking. The property benefits from UPVC double glazing and gas fired central heating and is offered for sale in presentable condition throughout. Thompson Avenue is a continuation of Birmingham New Road (A4123) and provides direct access to Wolverhampton City Centre being within approximately 1 miles distance.

Accommodation:

Ground Floor:

Hallway, Lounge, Kitchen/Diner

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with low level WC, panelled bath and wash hand basin on pedestal

Outside:

(Front) Gravelled foregarden allowing for off road parking

(Rear) Lawned garden with brick built store and wc.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewings Available



**14 Franklin Road,
Bournville, Birmingham
B30 2HH**

Property Description:

A traditional style mid terraced house of brick construction with a replacement title clad roof set back from the road behind a small foregarden. The property contains six letting rooms each having kitchenette and shared shower room facilities and benefiting from shared gas fired central heating along with a mains fitted fire detection system and fire doors. The property currently has five of the six rooms let to separate tenants on Assured Shorthold Tenancy Agreements producing a rental income of £1,240 per month (£14,880 per annum). A schedule of all tenancies are detailed below

Tenancy Information:

Room 1
£200 per month (£2,400 per annum)

Room 2
£280 per month (£2,400 per annum)

Room 3
Vacant

Room 4
£240 per month (£2,400 per annum)

Room 5
£260 per month (£2,400 per annum)

Room 6
£260 per month (£2,400 per annum)



Ground Floor:

Entrance Hall, Reception Hall, Cloakroom with wc and wash basin, Room 1 with kitchenette, Room 2 with Kitchenette, Room 3 with Separate Kitchen.

First Floor:

Stairs and Landing, Room 4 having Entrance Hall, Lounge with Kitchenette and Separate Bedroom, Room 5 with Kitchenette, Room 6 with Kitchenette, Shower Room having glazed shower cubicle, pedestal wash basin & wc.

Outside:

(Front) Small walled fore garden
(Rear) Brick yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Cottons
Chartered Surveyors

Residential Sales

As well as assisting clients selling via auction, Cottons have a specialist Estate Agency team dedicated to marketing properties for sale on the open market via private treaty. Covering the whole of Birmingham we at Cottons are tailored to provide superior marketing methods and offer an extensive and diverse service to assist any client, regardless of their situation.

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0121 247 4747
domalley@cottons.co.uk

361 Hagley Road, Edgbaston, Birmingham, West Midlands B17 8DL
www.cottons.co.uk





Astley House, Breach Oak Lane, Corley, Coventry CV7 8AU

Property Description:

A unique opportunity to purchase a substantial period built residence constructed circa 1820 of brick and surmounted by a pitched tile clad roof, set within established grounds and private woodland extending to a total site area of approximately 3.5 acres or thereabouts. The property is approached by way of a private driveway which leads directly off Breach Oak Lane. It is understood that a triangular piece of woodland located to the south east of the driveway is considered to be ancient woodland and as such may be part of the Forest of Arden. The property itself is in need of renovation and upgrading throughout and forms part of a rural area located within approximately six miles distance to the north west of Coventry City Centre.

Accommodation:

Ground Floor:

Vestibule Entrance, Entrance Hall, Reception Hall, Cloak Room with vanity wash basin and wc, Lounge

with French doors to Conservatory, Dining Kitchen with Range cooker and Pantry, Sitting Room

First Floor:

Stairs and Landing, Five Bedrooms, Shower Room with shower enclosure, wc and wash basin, Bathroom with panelled bath and wash basin

Outside:

Private driveway to a tarmac forecourt proving multi car parking, yard area, a range of wooden and brick outbuildings, garden and mature woodland extending to a total site area of approximately 3.5 acres or thereabouts.

Legal Documents:

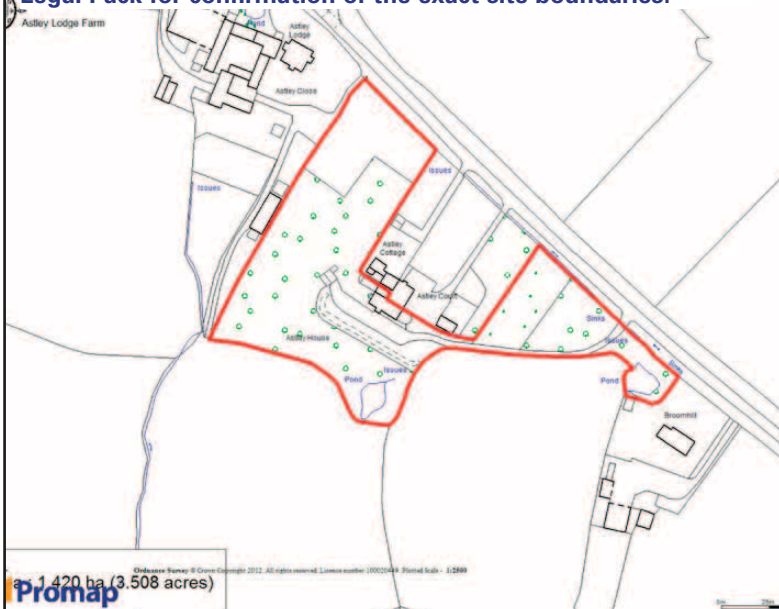
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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



COTTONS
THE AUCTIONEERS



By Instruction of the Mortgagees Not In Possession Freehold Part Built Residential Development of Six Apartments



Land at the Rear of 8 Mardol, Shrewsbury, Shropshire SY1 1PY

Property Description:

The property comprises of a part finished residential development site having been granted planning consent in August 2005 for the construction of six self contained apartments. The development includes the conversion to three apartments of existing outbuildings which are of two storey brick construction with pitched slate roofs and furthermore includes a newly constructed section of three storey brick surmounted by a pitched slate roof which will contain a further three apartments. The property was formerly a licenced premises known as The Music Bar and is located in Shrewsbury Town Centre behind a retail property known as 8 Mardol, and is accessed from the rear off Hills Lane.

Planning:

Planning records contained on Shropshire Council website show that planning consent was granted following an application dated 18th August 2005 (Ref: SA/05/1206/F) for conversion of existing outbuildings to form three apartments and erection of a three storey building to provide three further apartments with associated car parking following demolition of an existing flat roof building. All interested parties should satisfy themselves of the current planning status by consulting Shropshire Council Planning Department prior to bidding.

Proposed Accommodation

The development has not been inspected by the auctioneers as it is

currently securely fenced. The plans contained on Shropshire Council planning website detail a proposed development of 5 x two bedroom and 1 x one bedroom apartments as follows:

Flat 1

Ground Floor: Bedroom One with Ensuite Shower Room
First Floor: Lounge/ Dining Room with Open Plan Kitchen, Bedroom Two with Ensuite Shower Room

Flat 2

Ground Floor: Entrance Hall, Bathroom, Bedroom
First Floor: Lounge/ Dining Room with Open Plan Kitchen

Flat 3

Ground Floor: Entrance Hall, Bedroom One with Ensuite Shower Room and Dressing Room
First Floor: Stairs and Landing, Lounge/ Dining Room with Open Plan Kitchen, Bedroom Two and Cloakroom

Flat 4

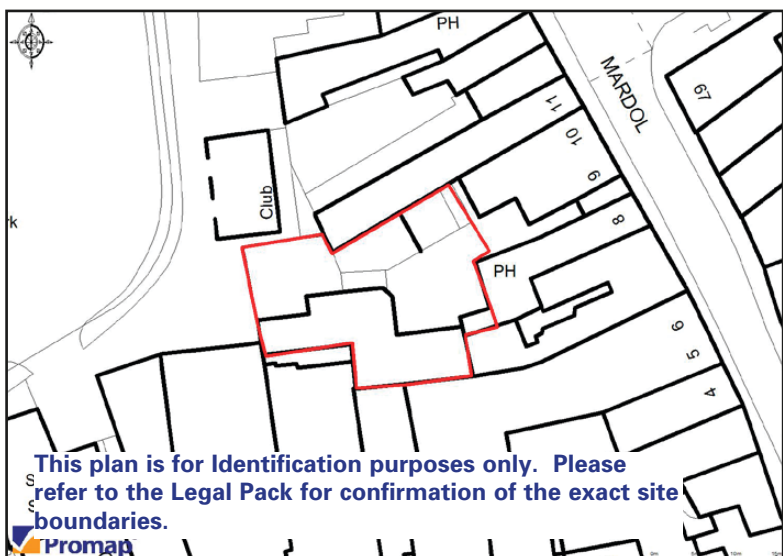
Ground Floor: Entrance Hall, Lounge/ Dining Room with Open Plan Kitchen, Two Bedrooms and Bathroom

Flat 5

First Floor: Stairs and Landing, Lounge/ Dining Room with Open Plan Kitchen, Two Bedrooms and Bathroom

Flat 6

Second Floor: Stairs and Landing, Lounge/ Dining Room with Open Plan Kitchen, Two Bedrooms and Bathroom



Outside

Car parking area

Total Site Area: 0.117 acres approximately

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

All interested parties should make their own enquiries prior to bidding. No access arrangements will be available

for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

Please note that where the accommodation has not been inspected, the auctioneers cannot warrant the information provided by third parties and all interested parties must satisfy themselves as to the exact property that they are purchasing by referring to the Title Register and Plan located in the legal pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



COTTONS
THE AUCTIONEERS



Freehold Substantial Vacant Warehouse Premises with Redevelopment Potential



Units G & H Hobart Road, Princes End, Tipton, West Midlands DY4 9LE

Description:

A substantial warehouse/distribution premises prominently situated at the junction of Hobart Road and Batmans Hill Road and occupying a triangular shaped site extending to an area of 0.503 acres (0.203 hectares). The property has been used as a distribution centre for a number of years and is situated in an established position surrounded by a mix of industrial and residential properties. The unit was constructed circa mid 1980's of steel portal frame construction with brick/block elevations and surmounted by an insulated steel profile clad roof. The property is rectangular in shape and set back from the road behind two secure gated yard areas which are partly landscaped and provide valuable storage, loading and car parking areas. Batmans Hill Road leads via Parks Lane off High Street (A4037) and the property is located approximately three miles distance from both Dudley Town Centre and from the M6 Motorway (junction 9)

Planning:

The property may be suitable for redevelopment and all interested parties should discuss any proposals, which may have with the local planning department at Sandwell Council prior to bidding. Records contained on

Sandwell MBC Website state that outline planning consent was granted on 27th June 2005 (Ref: DC/05/44410) for residential redevelopment. The planning records refer to the unit as 1 & 2 Hobart Road. This planning consent has now lapsed

Accommodation:

Ground Floor:

Warehouse Unit with two loading doors to frontage and one loading door to side yard having a three phase electricity supply and incorporating a Partitioned Office, Stores, Toilet Block and Mezzanine Canteen

Outside:

Secure gated yard/car parking/loading areas to front and side bordered by perimeter fence and partly landscaped

Gross Internal Area: 684sq.mtrs (7,362sq.ft)

Total Site Area: 0.503 acres (0.203 hectares)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Michael Johnson & Co.

COMMERCIAL PROPERTY CONSULTANTS





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



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Brickhouse Mews, 1857A Pershore Road, Kings Norton, Birmingham, B30 3DJ

Property Description:

The property is located approximately 6 miles south of Birmingham City Centre.

The property comprises a rectangular shaped parcel of land, approached via a driveway between shops fronting Pershore Road. The land is currently developed to provide two office or light industrial buildings. There is potential to redevelop the site, or provide further buildings, subject to statutory consents.

The building towards the front of the site is of two storey brickwork construction with a slate roof.

The building towards the rear of the site is of single storey construction with a pitched tiled roof.

The buildings have previously been used for B1 (a) and B1 (c) purposes. The buildings and indeed the site have potential for alternative uses, subject to the grant of planning permission

Accommodation:

Building One (front of site)

Ground floor partitioned to provide office/workshop, lobby, kitchen and toilet.

Net Internal Area 456 sq.ft (42.4 sq.m)

First Floor:

Partitioned to provide landing with kitchen area, open plan office and toilet.

Net internal area 409 sq.ft (38.0 sq.m)

Total Net Internal Area,
Building One 865 sq.ft (80.4 sq.m)

Building Two (rear of site)

Suite One:

Partitioned to form two offices and toilet, with shower cubicle.

Net internal area 388 sq.ft (36.0 sq.m)

Suite Two:

Partitioned to provide office and toilet, with shower cubicle.

Net internal area 217 sq.ft (20.2 sq.m)

Total Net Internal Area Building Two
605 sq.ft (56.2 sq.m)

Outside:

The property has a total site area of approximately 0.081 acres providing scope for redevelopment or on site expansion.

Legal Documents:

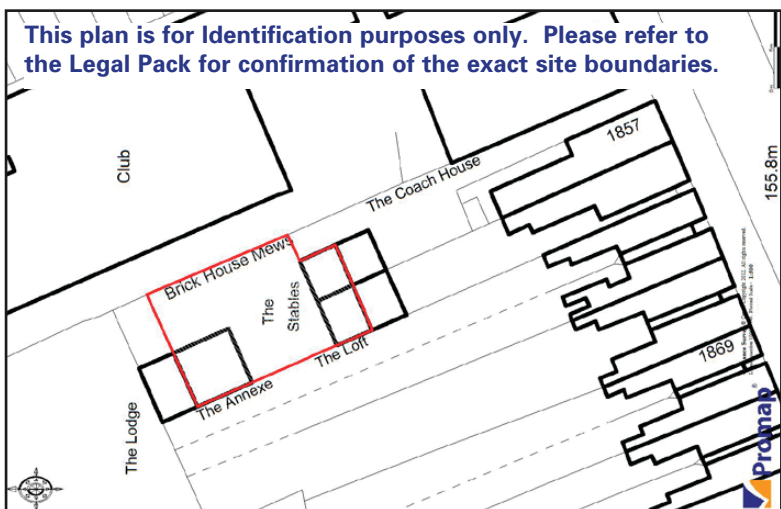
Available at www.cottons.co.uk

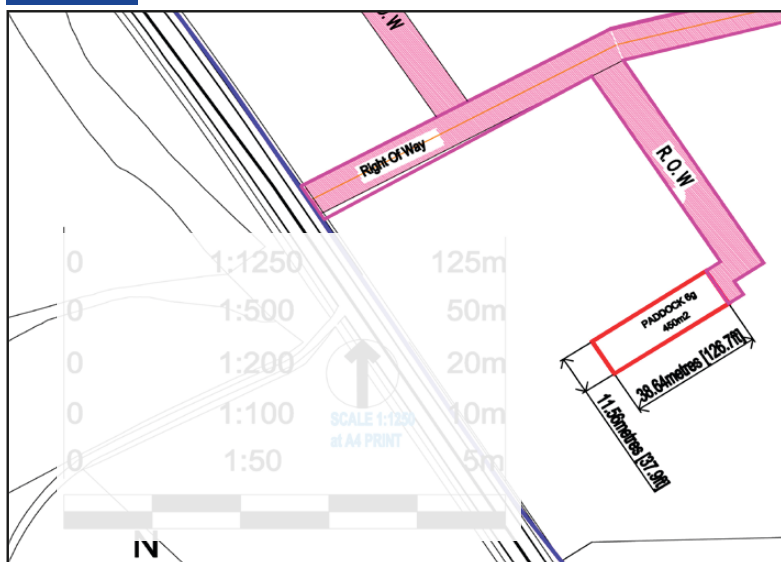
Viewings:

Via Cottons – 0121 247 2233



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





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

Land 6g, Portway Hill, Tividale, Oldbury, Sandwell (adjacent B69 1PQ)

Description:

The property comprises a roughly level rectangular shaped unfenced site of about 0.135 acres (550 sq. mtrs). The site lies in a large area of open space which is bounded by housing to the North, East and South.

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

Planning:

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

Location:

The site is located approximately 1.3 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is approached from the M5, along the A4123 (0.7 miles), then turn left onto Newbury Lane, continue along for 0.8 miles to the traffic lights and turn right onto Portway Hill. The land is at the top of the hill on the right hand side, 0.4 miles from Newbury Lane, 200 yards from south of the Lye Cross Road junction.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

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Thank you in advance for your co-operation.

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Tel 0121 247 2233



Land Adjacent to 4 Gaol Butts, Eccleshall, Stafford ST21 6AE

Description:

A freehold site roughly rectangular in shape extending to approximately 0.017 Hectares (0.043 acres), offered for sale with planning permission for the erection of a single dwelling house with garden and parking. The property is located on Gaol Butts which is located off Cross Butts and Newport Road (A519) in the attractive Staffordshire Village of Eccleshall which is located just to the north west of Stafford which provides a wide variety of retail amenities and services including Stafford Railway Station and within easy access to the M6 Motorway.

Planning:

Planning permission has been granted by Stafford Borough Council (Ref: 04/01856/FUL) dated 31st March 2004 for the erection of a dwelling house and associated garden and car parking.

Upon completion of the approved works the property will provide the following accommodation.

Ground Floor:

Reception Room with Kitchen Area, Bedroom, Bathroom

First Floor:

Two Bedrooms (each with En-suite Bathroom), Study

It has been confirmed by the council that works have been carried out and that planning consent has been implemented

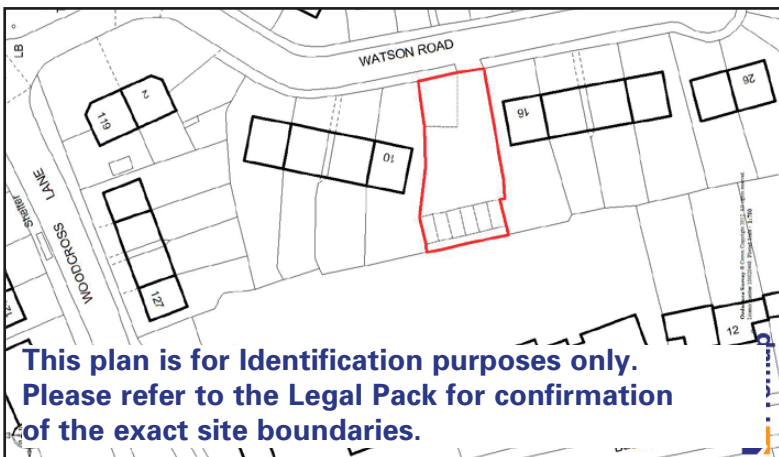
Copies of plans and planning permission are available from the Auctioneers' Offices for inspection

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Building Plot Adjacent to 10 Watson Road, Woodcross Street, Bilston, West Midlands WV14 9RY

Property Description:

A parcel of freehold land roughly rectangular in shape extending to a site area of approximately 0.10 acres (405 sq.mtrs). The land has previously been used as a garage site and now benefits from having planning permission granted in full for the erection of two three bedroomed semi-detached dwellings. Watson Road is a cul-de-sac located off Woodcross Street.

Planning:

Planning consent was granted in full on the 28th of January 2011 (Ref: 10/01181/FUL) for the erection of two three bedroomed semi-detached dwellings.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





3 Hollyfield Court, Sutton Coldfield, B75 7QE

Property Description:

A three/four bedroomed semi detached house of brick construction surmounted by a pitched tile clad roof set back from the road behind a walled foregarden and driveway allowing for off road parking to the front. The property benefits from UPVC double glazing and gas central heating and is offered for sale in presentable condition throughout. The property further benefits from having a garage and additional parking with electronic gated access to the rear. The property leads directly off Hollyfield Road (B4148), and is approximately half a mile distance from Good Hope Hospital and approximately 2 miles from Sutton Coldfield Town Centre.

Accommodation:

Ground Floor:

Hallway, WC, Kitchen, Dining area leading to Lounge

First Floor:

Lounge/Bedroom, Bedroom

Second:

Two Bedrooms, Bathroom with Low level WC, panelled bath and wash basin on pedestal

Outside:

(Front) Driveway and parking space

(Rear) Lawned garden, garage and additional parking with electronic gated access.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewings Available





62a Chester Road, Brownhills, Walsall WS8 6DU

Property Description:

A ground floor one bedroomed flat set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing, gas fired central heating and allocated parking space. Chester Road can be found off Lindon Road (B4152) which in turn is located off Brownhills Road.

Outside:

Communal garden and allocated parking space.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:
Ground Floor:

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

Lease Details:

Term: 99 Years from 25th September 1988

Ground Rent: £25.00 rising to £100.00

Service Charge: Refer to Legal Pack



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 24th May 2012** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





128 Tettenhall Road, Wolverhampton, West Midlands WV6 0BL

Property Description:

A three storey semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a shared driveway and foregarden allowing for off road parking. The property has been converted to provide three separate self-contained flats. All three flats are currently let on Assured Shorthold Tenancy Agreements producing a total rental of £10,867.92 pcm. The ground floor flat and first floor flat tenants have been in occupation in excess of ten years, both the ground and first floor flats do require modernisation and improvement however, the second floor flat has been refurbished and is offered for sale in a presentable condition. The property is located on the Tettenhall Road (A41) close to the junction with Balfour Crescent.

Tenancy Information:

Ground Floor:

Flat 1 : £277.33 pcm (£3,327.96 pa)

Flat 2 : £303.33 pcm (£3,639.96 pa)

Flat 3 : £325.00 pcm (£3,900.00 pa)

Total Rental Income £10,867.92

Accommodation:

Ground Floor:

Communal Entrance and Access to Stairs

Flat 1:

Lounge, Bedroom, Kitchen, Bathroom having panelled bath, washbasin and wc, Cellar

First Floor:

Flat 2:

Having Lounge, Kitchen, Bedroom, Store Room and Bathroom with panelled bath, washbasin and wc

Entrance to Flat 3:

Entrance hallway, Bathroom having panelled bath, washbasin and wc stairs to

Second floor:

Lounge, Bedroom and Kitchen

Outside:

(Front) Foregarden and shared driveway allowing for off road parking
(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





169 Green lawns, St. Marks Road, Tipton, DY4 0SU

Property Description:

A well laid out first floor flat forming part of a purpose built development and offered for sale in a presentable internal condition benefiting from gas fired central heating. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £100.00 per week (£5,200.00 pa). Greenlawns is located off St.Marks Road which is located off Upper Church Lane (B4163)
The exterior of all other blocks on Greenlawns have been re-clad. This block is the last one to be completed & exterior UPVC Cladding redecoration works are due to commence.

Accommodation:

Ground Floor:

Communal Entrance Hall with security entry system, stairs and landing

First Floor:

Reception Hall, Lounge, Kitchen, Bedroom and Bathroom having panelled bath, washbasin and wc

Outside:

Communal Gardens

Leasehold Information:

Term: 99 Years from 25th December 1986
Ground Rent: £40
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

A Portfolio of Freehold Ground Rent Investments

Portfolio of Four Freehold Ground Rents comprising 8 & 20 Durand Road and 57 & 79 Goldfinch Close, Caldicot, Gwent, NP26

Description:

A portfolio of four freehold ground rents secured upon a range of modern terraced houses situated in the town of Caldicot and located approximately six miles distance to the south west of Chepstow.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

The properties are subject to long lease terms of 99 years as follows:

ADDRESS	COMMENCEMENT DATE	GROUND RENT
8 Durand Road	01/01/1968	£15 per annum
20 Durand Road	01/01/1967	£15 per annum
57 Goldfinch Close	01/07/1964	£15 per annum
79 Goldfinch Close	01/07/1965	£15 per annum
Total Ground Rent Income: £60 per annum		





7 CUMBERLAND



9 CUMBERLAND



18 CUMBERLAND



21 CUMBERLAND



23 CUMBERLAND

7, 9, 18, 21 and 23 Cumberland Close, Kingswinford, West Midlands

Description:

A portfolio of freehold ground rents secured against five residential properties comprising of four detached houses and one detached bungalow. The properties are located on a modern residential estate in the popular residential suburb of Kingswinford.

All properties are subject to a long lease for a term of 99 years which commenced on 24th June 1984. Each lessee pays a ground rent of £60 per

annum rising on 24th June 2017 to £90 per annum and rising again on 24th June 2050 to £120 per annum for the remainder of the term.

Total Current Ground Rent Income: £300 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable





9 Richmond



11 Richmond



9A Richmond



11A Richmond

9, 9A, 11 and 11A Richmond Road, Olton, Solihull, West Midlands

Property Description:

A portfolio of freehold ground rents secured against four residential dwellings located on Richmond Road which forms part of the popular residential suburb of Olton located approximately two miles distance to the north west of Solihull Town Centre.

All properties are subject to a long lease for a term of 99 years which commenced on 25th December 1982. Each lessee pays a ground rent of £40 per annum rising on 25th December

2015 to £60 per annum and rising again on 25th December 2048 to £80 per annum for the remainder of the term.

Total Current Ground Rent Income: £160 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

PLANNING PERMISSION

BUILDING PLANS

BUILDING SURVEYS

planning headaches removed...



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

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

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

EXTENSIONS - ALTERATIONS - NEW BUILD

thetylerparkespartnership

architecture town planning design

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



Freehold Residential Investment Opportunity comprising 3 x Freehold Ground Rents and 1 x Assured Shorthold Tenancy



**19, 19A, 21 21A Ramsden Avenue, Nuneaton,
Warwickshire CV10 9EB**

Property Description:

A freehold residential investment opportunity comprising of a two storey block containing a total of four maisonettes each with two bedrooms. The properties are located on Ramsden Avenue and form part of a residential estate located approximately two miles distance to the north west of Nuneaton Town Centre.

Rental Income :

19, 19A and 21A Ramsden Avenue:

Each maisonette is subject to a long lease for a term of 99 years which commenced on 25th December 1979. Each lessee pays a ground rent of £25 per annum rising on 25th December 2012 to £50 per annum and rising again on 25th December 2045 to £75 per annum for the remainder of the term

Current Ground Rent Income: £75 per annum

Landlord and Tenant Act 1987: Offer Notices for sale by auction have been served upon lessees of 19, 19A and 21A Ramsden Avenue under section 5b of the above act

21 Ramsden Avenue: Let on an Assured Shorthold Tenancy at a rental of £295 per calendar month (£3,540 per annum)

Accommodation:

21 Ramsden Avenue:

Ground Floor: Entrance Hall, Lounge, Kitchen, Two Bedrooms and Bathroom

Total Current Rental Income: £3,615 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

IMPORTANT NOTICE

Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit Card

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

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

Personal/Company Cheque

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

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



Freehold Residential Investment Opportunity comprising 3 x Freehold Ground Rents and 1 x Regulated Tenancy



**31, 31A, 33 & 33A Ramsden Avenue,
Nuneaton, Warwickshire CV10 9EB**

Property Description:

A freehold residential investment opportunity comprising of a two storey block containing a total of four maisonettes each with two bedrooms. The properties are located on Ramsden Avenue and form part of a residential estate located approximately two miles distance to the north west of Nuneaton Town Centre.

Rental Income

31, 33 & 33A Ramsden Avenue:

Each maisonette is subject to a long lease for a term of 99 years which commenced on 25th December 1979. Each lessee pays a ground rent of £25 per annum rising on 25th December 2012 to £50 per annum and rising again on 25th December 2045 to £75 per annum for the remainder of the term

Current Ground Rent Income: £75 per annum

Landlord and Tenant Act 1987: Offer Notices for sale by auction have been

served upon lessees of 31, 33 & 33A Ramsden Avenue under section 5b of the above act

31A Ramsden Avenue: Let on a Regulated Tenancy at a registered rental of £70 per week (3,640 per annum) effective from 27th January 2012.

Accommodation

31A Ramsden Avenue

First Floor: Entrance Hall, Stairs and Landing, Lounge, Kitchen, Two Bedrooms and Bathroom

Total Current Rental Income: £3,715 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

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





35, 35A, 37 & 37A Ramsden Avenue, Nuneaton, Warwickshire CV10 9EB

Property Description:

A freehold ground rent investment secured against a two storey block of four maisonettes each with two bedrooms. The properties are located on Ramsden Avenue and form part of a residential estate located approximately two miles distance to the north west of Nuneaton Town Centre.

Rental Income:

All maisonettes are subject to a long lease for a term of 99 years which commenced on 25th December 1979. Each lessee pays a ground rent of £25 per annum rising on 25th December 2012 to £50 per annum and rising again on 25th December 2045 to £75

per annum for the remainder of the term

Total Current Ground Rent Income: £100 per annum

Landlord and Tenant Act 1987: Offer Notices for sale by auction have been served upon all lessees under section 5b of the above act

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



14, 14A, 16 & 16A Tudor Road, Nuneaton, Warwickshire CV10 9EH

Property Description:

A freehold ground rent investment secured against a two storey block of four maisonettes each with two bedrooms. The properties are located on Tudor Road which leads directly off Ramsden Avenue and forms part of a residential estate located approximately two miles distance to the north west of Nuneaton Town Centre.

Rental Income:

All maisonettes are subject to a long lease for a term of 99 years which commenced on 25th December 1979. Each lessee pays a ground rent of £25 per annum rising on 25th December 2012 to £50 per annum and rising

again on 25th December 2045 to £75 per annum for the remainder of the term

Total Current Ground Rent Income: £100 per annum

Landlord and Tenant Act 1987: Offer Notices for sale by auction have been served upon all lessees under section 5b of the above act

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





30, 30A, 32, 32A Tudor Road & Land located off Tudor Road, Nuneaton, Warwickshire CV10 9EH

Property Description:

A freehold investment/redevelopment opportunity comprising of a freehold two storey block of four maisonettes each with two bedrooms, two of which are subject to long lease terms of 99 years and two which are currently vacant. In addition, a parcel of freehold land located to the rear of maisonettes in Tudor Road and Ramsden Avenue is included in the sale and formerly comprised of a lock up garage yard. Tudor Road is accessed off Ramsden Avenue and forms part of a residential estate located approximately two miles distance to the north west of Nuneaton Town Centre.

Property Description

Freehold Ground Rent Investments:

30 & 30A Tudor Road: Each maisonette is subject to a long lease term of 99 years which commenced on 25th December 1979. Each lessee pays a ground rent of £25 per annum rising on 25th December 2012 to £50 per annum and rising again on 25th December 2045 to £75 per annum for the remainder of the term.

Total Current Ground Rent Income: £50 per annum

Landlord and Tenant Act 1987: Offer Notices for sale by auction have been served upon the lessees of numbers 30 and 30A Tudor Road under section 5b of the above act

Freehold Vacant Properties:

32 & 32A Tudor Road: Currently Vacant. Each property contains the following accommodation: Hallway/ Landing, Lounge, Kitchen, Two Bedrooms and Bathroom

Freehold Parcel of Land:

A parcel of land located to the rear of maisonettes in Tudor Road and Ramsden Avenue included in the sale and extending to a total site area of approximately 0.659 acres (0.267 hectares). The land formerly contained a number of lock up garages accessed by way of a driveway between numbers 12 and 14 Tudor Road and whilst all garages have been demolished, the site includes five parcels of land which are subject to leases in favour of third parties. A schedule of all third party leases is contained for inspection in the legal pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

2 Freehold Ground Rents, 2 Vacant Maisonettes and a Parcel of Land extending to circa 0.659 acres



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





174 Farren Road, Northfield, Birmingham B31 5HN

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazing, gas fired central heating and has been extended to the rear. The property is offered for sale in presentable condition. Farren Road is located off Bristol Road (A38) and Tessall Lane. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £595 per month (£7140 per annum).

Accommodation:

Ground Floor:

Hallway, Lounge, Dining Room, Kitchen

First Floor:

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

Outside:

(Front) Walled Fore-garden
(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



55 Otter Croft, Shard End, Birmingham B34 7SE

Property Description:

A three bedroomed mid-terraced property surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazing and warm air heating. Otter Croft is located off Kendrick Avenue which in turn can be found off Packington Avenue.

Accommodation:

Ground Floor:

Entrance Porch, Hallway, Kitchen/
Diner, Lounge, Rear Lobby, WC

First Floor:

Three Bedrooms and Bathroom having single shower cubicle, wash hand basin and wc

Outside:

(Front) Walled Fore-garden
(Rear) Lawned Garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Malthouse Chambers, 30 Walsall Street, Willenhall, West Midlands, WV13 2ER

Property Description:

The property is located on the southern side of Walsall Street (B4464) approximately a ¼ of a mile east of Willenhall Town Centre. The property is approximately 1 ½ mile west of junction 10 of the M6 motorway.

The property comprises a two storey detached building of brickwork construction, with a pitched tiled roof. The property abuts the pavement to the right hand side, facing from the front, and there is a small car park, with space for approximately 2 cars to the side of the building.

Accommodation:

Ground Floor:

Reception, four offices and kitchen net internal area 849 sq.ft (78.9 sq.m)

First Floor:

Four offices net internal area 928 sq.ft (86.2 sq.m)

Basement:

Approached by separate entrance 1,227 sq.ft (114.0 sq.m)

Total Net Internal Area 3,004 sq.ft (279.1 sq.m)

Tenancies:

Two of the ground floor offices are let at a rental of £6,240 per annum, inclusive of gas, water, cleaning, insurance and repairs/maintenance. We understand that the tenant pays business rates and electricity.

We are informed an advertising hoarding to the side of the building is let, and produces an additional rental income of £900 per annum.

Total current gross rental income £7,140 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Flats 2 & 3, Holyrood House, 11 Wells Road, Malvern, Worcestershire WR14 4RH

Property Description:

A leasehold residential investment opportunity comprising of four separate self-contained flats which form part of a substantial four storey period built Grade II Listed building. Each flat benefits from modern kitchen and bathroom fitments and gas fired central heating and the property forms part of a predominantly residential area and is situated to the north of Great Malvern Town Centre which provides access to a wide range of retail amenities and services.

Accommodation:

1A Holyrood House:

Ground Floor:

Kitchen with a range of modern fitments, Lounge, Double Bedroom, Shower Room with glazed shower enclosure, pedestal wash basin and wc

1B Holyrood House:

Lower Ground Floor:

Lounge with Open Plan Kitchen Area having a range of modern fitted units, Double Bedroom and Shower Room with glazed shower enclosure, wc and wash basin

1C Holyrood House:

Lower Ground Floor:

Reception Hall, Internal Stairs to Ground Floor Level, Hallway, Lounge,

Kitchen with a range of modern fitted units, Bathroom with panelled bath, wash basin and wc, Two Double Bedrooms

1D Holyrood House:

Basement:

Lounge, Kitchen with a range of modern fitted units, Shower Room with glazed shower enclosure, pedestal wash basin and wc, Lobby to Double Bedroom

Outside:

Communal access areas and one car parking space

Leasehold Information:

The property originally comprised of two large flats which were subdivided to contain the existing layout of four separate flats. The property is held on two separate leases as follows:

2 Holyrood House

Lease Term: 999 years from 12th July 2002

Ground Rent: £5 per annum

Service Charge: Refer to Legal Pack

Flat 3 Holyrood House

Lease Term: 999 years from 12 July 2002

Ground Rent: £5 per annum

Services Charge: Refer to Legal Pack



Planning

The property is Grade II Listed. We have reviewed the Malvern Hills District Planning Portal and understand that the property has the following planning permission:
Ref: 06/00295/FUL comprising alterations to garden apartment and roadside apartment to form two additional apartments granted in June 2006.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





2 Malkit Close, Walsall, West Midlands, WS2 0LY

Property Description:

An end terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a walled foregarden. The property benefits from majority UPVC double glazing and gas fired central heating. The property requires modernisation and improvement. Malkit Close leads directly off Poplar Avenue.

Accommodation:

Ground Floor:

Porch, Hallway, WC, Lounge, Kitchen & Utility Room

First Floor:

Four bedrooms, Bathroom with corner bath and wash basin.

Outside:

(Front) Walled foregarden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No Viewings Available

45 Falmouth Road, Hodge Hill, Birmingham B34 6EH

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Falmouth Road can be found off Maryland Avenue which in turn is located off Hodge Hill Road.

Accommodation:

Ground Floor:

Hallway, Lounge, Dining Room, Kitchen, Lean-to

First Floor:

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

Outside:

(Front) Lawned garden



(Rear) Lawned garden with potential for off road parking via service road, brick built store and wc

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**10 Ash Court, Crystal Drive, Smethwick,
West Midlands B66 1QG**

Property Description:

A modern industrial/workshop unit of brick and block construction surmounted by a mono pitched roof, benefiting from roller shutter loading access, gas warm air heating and including a range of ancillary accommodation. The property is situated fronting a courtyard containing a number of similar units and is conveniently located within less than one and a half miles distance from the M5 Motorway (junction 1).

Accommodation:

Ground Floor:

Workshop Unit with roller shutter access and gas warm air heater, Kitchen, Two Offices, Ladies and Gents Toilets

Outside:

Forecourt with loading access and parking for approximately five cars

Gross Internal Area: 179sq.mtrs (1,926sq.ft) approximately

Leasehold Information:

Term: 250 Years from 24th August 2004

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Unit 10L Buntsford Business Park, Buntsford Park Road, Bromsgrove B60 3DX

Property Description:

A modern two storey office building forming part of a business park and providing well laid out and flexible accommodation incorporating a range of modern fitments and benefiting from air conditioning, gas fired central heating, double glazed windows with roller shutter protection, security alarm, suspended ceilings and three car parking spaces located immediately to the front of the building. The property is approached by way of an estate road which leads directly off Buntsford Park Road and which in turn leads off Stoke Road (A38) at the traffic roundabout junction adjacent to Morrison's Superstore.

Accommodation:

Ground Floor:

Reception Entrance, Board Room, Office/Store, Store Room, Kitchen with a range of modern fitted units, Male and Female toilets

First Floor:

Stairs to Open Plan Office Accommodation

Outside:

Forecourt providing three car parking spaces

Total Net Internal Floor Area: 116.87sq. mtrs (1,258sq.ft)

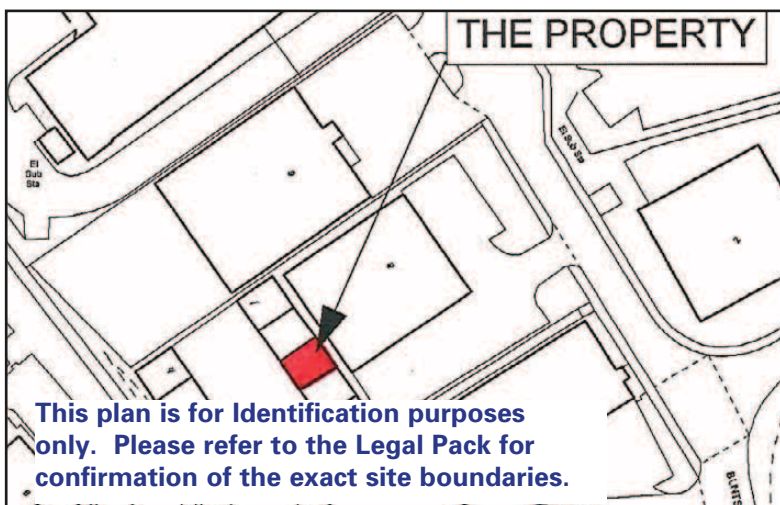
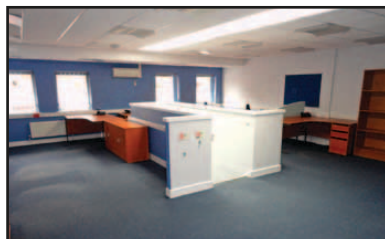
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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





116 Alvechurch Road, West Heath, Birmingham B31 3PW

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a fenced fore-garden. The property benefits from having UPVC double glazing and gas fired central heating and has been extended to the rear. Alvechurch Road is located off Longbridge Lane (B4096) which in turn can be found off Bristol Road (A38).

Accommodation:

Ground Floor:

Entrance Porch, Hallway, Lounge, Dining Room, Kitchen, Veranda

First Floor:

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

Outside:

(Front) Walled fore-garden

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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COTTONS
THE AUCTIONEERS





1 – 7 Bright Street, Coventry CV6 5EB

Property Description:

A factory premises comprising of a part two storey unit directly fronting Bright Street, having separate yard and car parking areas located off Stoney Stanton Road and a range of outbuildings and stores. The property benefits from vehicular access directly off Stoney Stanton Road by way of a driveway located adjacent to number 473A. The property is located in an established mixed commercial and residential area approximately one mile distance to the north of Coventry City Centre and within half a mile distance from Phoenix Way (A444) which provides direct access to the M6 Motorway (junction 3) being within approximately four miles distance.

Planning:

The property may be suitable for redevelopment subject to obtaining appropriate planning consent. Records contained on Coventry City Council website state that planning consent was granted for 1 – 9 Bright Street on 8th October 1996 (Ref: L/1996/1021) for change of use from commercial to residential bedsits, alterations and extensions. This consent has now lapsed.

Accommodation:

Ground Floor:

Factory Premises with Entrance Hall, General Offices, Two Toilets, Store, Workshop Area

First Floor:

Five Separate Offices, Store, Ladies and Gents WC's,

Outside:

Internal Secure Yard Area, A range of Five Covered Stores and A Separate Workshop Premises of brick and tile construction with Ground Floor Workshop and Mezzanine Floor Over (not inspected), External Car Parking Area with access off Stoney Stanton Road adjacent to number 473A and subject to a third party's rights of way over

Gross Internal Area:

Factory Premises:

Ground Floor: 230sq.mtrs (2,476 sq.ft)

First Floor: 106.77sq.mtrs (1,149sq.ft)

Covered Stores: Total:

78.79sq.mtrs (848sq.ft)

Rear Workshop: 45.83sq.mtrs (493sq.ft)

Total: 461.39sq.mtrs (4,966sq.ft)

Total Site Area: 0.186 acres

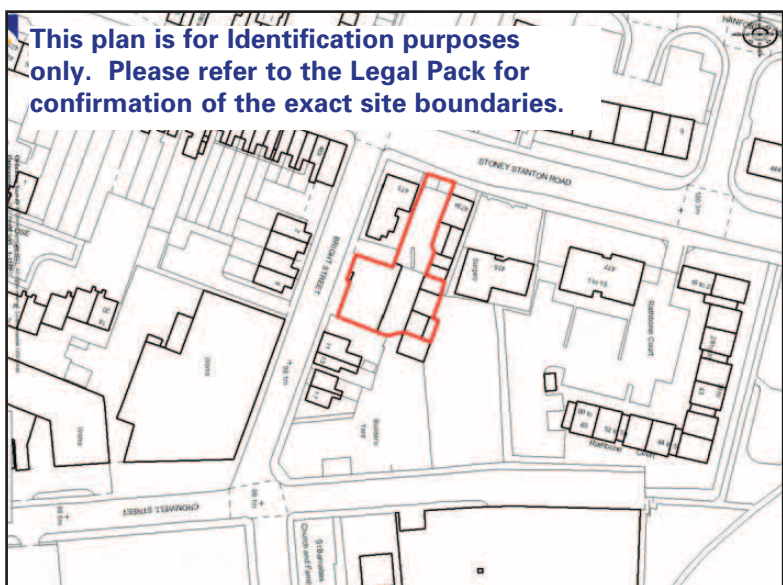
(752 sq.mtrs.) approximately

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Rear of 1353 Stratford Road, Hall Green, Birmingham, B28 9HW

Property Description:

The property is located approximately 5 ½ miles south of Birmingham City Centre, 2 ½ miles from Solihull Town Centre and approximately ½ a mile from the Robin Hood Island on the Stratford Road (A3400).

The premises are situated behind a parade of shops, opposite Waitrose Supermarket.

The premises comprise a single storey building of brickwork construction with a lean-to corrugated asbestos cement sheet roof.

The building is suitable for storage purposes.

Accommodation:

Open Plan Storage Space
506 sq.ft (47.0 sq.m)

Additional brick built side store
42 sq.ft (3.9 sq.m)

Total Gross Internal Area
548 sq.ft (50.9 sq.m)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



12 Hermes Crescent, Coventry, CV2 1HZ

Property Description:

A mid-terraced property of non traditional construction set back from the road and accessed via a pedestrian walkway. We have been unable to inspect the property internally however we believe it has suffered fire damage and is in need of complete modernisation, improvement and repair. Hermes Road is located off Wyken Croft which in turn can be found off Henley Road (B4082).

Accommodation:

The Property has not been inspected by the Auctioneers.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

By Instruction of the Joint LPA Receivers Freehold House subject to an Assured Shorthold Tenancy



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

Property Description:

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

Tenancy Information:

Whilst the house was completely boarded up by the Receivers during 2011 we understand the property is currently let on an Assured Shorthold tenancy for a term of three years from 2nd September 2010 at a rental of £1,620 per annum paid in advance to the debtor for the full term of the agreement with no further rents due.



Ground Floor:

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

First Floor:

Stairs and Landing, Two Double Bedrooms

Outside:

(Front) Foregarden with pedestrian side access to rear
(Rear) Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

No access arrangements available

IMPORTANT NOTE: Any persons wishing to bid for this property must produce a bankers draft at the fall of the auctioneers hammer for a sum of £5,000. Failure to do so will result in the Lot being reoffered for sale immediately thereafter. The bankers draft will be treated as payment towards the auction deposit and any shortfall must be paid before leaving the auction room.

Note: The Receivers cannot confirm the existence or validity of the occupational tenancy which may be in place at the Property and give no warranty or indemnity as to the existence or terms of any occupational tenancy.



63 Stanmore Road, Edgbaston, Birmingham B16 9SU

Property Description:

A three storey mid terraced house of traditional brick construction surmounted by a pitched slate clad roof and currently laid out to provide four separate flats comprising of three studio flats located to the ground floor and a substantial duplex flat to the first and second floors over which includes five bedrooms. The property requires modernisation and improvement throughout and forms part of an established residential area which contains a range of single private dwellings and flat conversions. Stanmore Road leads directly off Hagley Road (A456) and Birmingham City Centre is situated within approximately two miles distance to the east.

Planning:

A Certificate of Lawfulness for existing use of the property as four flats was approved by Birmingham City Council on 11 August 2000 (Ref: 2000/03492/PA)

Accommodation:

Ground Floor:

Shared Reception Hall,
Flat One: Bed/Sitting Room with Kitchenette, Shower Room with shower, wash basin and wc

Flat Two: Entrance Hall with walk-in Store, Shower Room with shower, wash basin and wc, Bed/Sitting Room with Kitchenette

Flat Three: Shared pedestrian entry access to Entrance Hall, Bed/Living Room, Kitchen, Shower Room with shower, wash basin and wc

First Floor:

Stairs and Landing

Flat Four: Landing Area, Lounge with Kitchenette, Bathroom with panelled bath, pedestal wash basin and wc, Two Double Bedrooms

Second Floor:

Stairs and Landing, Bedroom Three (double), Bedroom Four (double), Bedroom Five (single)

Outside:

(Front) Forecourt parking area

(Rear) Yard with brick outbuildings and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



14 West View, Alum Rock, Birmingham B8 3RN

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 in a cul-de-sac which leads off Eastfield Road and which in turn leads off Cotterills Lane. Both Birmingham Heartlands Hospital and Stechford Retail Park are located within approximately three quarters of a mile distance.

Accommodation:

Ground Floor:

Reception Hall, Wet Room with shower, wash basin and wc, Lounge, Kitchen, Dining Room

First Floor:

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

Outside:

(Front) Block paved driveway providing multi car parking, side yard with scope for extension or garage (subject to obtaining planning consent from the local planning authority)

(Rear) Generous garden

Leasehold Information:

Lease Term: 99 years from 24 June 1938

Ground Rent: £5.50 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

72 Hathersage Road, Great Barr, Birmingham B42 2RZ

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set well back from the road behind a foregarden and requiring modernisation and improvement throughout. Hathersage Road forms part of a popular residential estate known as The Beeches and is located off Thornbridge Avenue which in turn leads off Beeches Road. The property is conveniently located within approximately one and a half miles distance from both Scott Arms Shopping Centre at Great Barr and The One Stop Shopping Centre at Perry Barr.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Room, Kitchen

First Floor:

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



Outside:

(Front) Foregarden

(Rear) Shared pedestrian entry access to yard and garden


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit. _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

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

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

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

G5. Transfer

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

- (a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and
- (b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

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

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