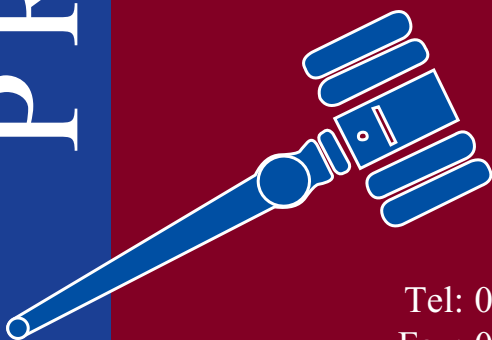


PROPERTY AUCTION

Cottons
Chartered Surveyors

**THURSDAY
2ND DECEMBER 2010
AT 11.00 AM**

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



Tel: 0121 247 2233
Fax: 0121 247 1233

E-mail: auctions@cottons.co.uk

IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

CONDITION OF SALE

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

AUCTIONEERS ADVICE

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

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

FOOTNOTE

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

Auction Sale

69 LOTS

Comprising of a range of Residential and Commercial Vacant and Investment properties along with Freehold Land a Building Plot and a Freehold Development Site, Freehold Garages and a Freehold Vacant Hotel.

- 1 Freehold Building Plot
- 4 Freehold Commercial Investment
- 1 Freehold Development Land
- 4 Freehold Land
- 2 Freehold Garages
- 1 Freehold Hotel
- 3 Freehold Properties
- 4 Freehold Residential Investment
- 15 Freehold Vacant Commercial
- 1 Freehold Vacant Hotel
- 22 Freehold Vacant Residential
- 5 Leasehold Residential Investment
- 1 Leasehold Vacant Commercial
- 5 Leasehold Vacant Residential

ORDER OF SALE

Lot	Property	
1	3,5,7 THE HOLLOWAY, COMPTON	Freehold Vacant Residential
2	61 BROOKFIELD ROAD, HOCKLEY	Freehold Vacant Residential
3	19 MILTON ROAD, SMETHWICK	Freehold Vacant Residential
4	FLAT 11 PARKHALL GARDENS, ROSEMARY AVENUE, WOLVERHAMPTON	Leasehold Residential Investment
5	FLAT 12 PARKHALL GARDENS, ROSEMARY AVENUE, WOLVERHAMPTON	Leasehold Residential Investment
6	3 CAMBERLEY, BEACON VIEW ROAD, WEST BROMWICH	Leasehold Vacant Residential
7	90 LYTTLETON AVENUE, HALESOWEN	Freehold Vacant Residential
8	LOCK UP GARAGES, HOUGHTON COURT, PRIORY ROAD, HALL GREEN	Freehold Garages
9	272 FLAXLEY ROAD, STECHFORD	Freehold Residential Investment
10	95 TOWER ROAD, TIVIDALE, OLDBURY	Freehold Residential Investment
11	308/310 STRATFORD ROAD, SPARKHILL	Freehold Vacant Commercial
12	UNIT 51 DARLASTON CENTRAL TRADING ESTATE, SALISBURY STREET	Freehold Vacant Commercial
13	3 HALL GREEN ROAD, WEST BROMWICH	Freehold Vacant Commercial
14	983A TYBURN ROAD, ERDINGTON	Leasehold Vacant Commercial
15	MARBLE HOUSE AND MARBLE LODGE, COCKSPARROW STREET, WARWICK	Freehold Vacant Commercial
16	8 WARD STREET, ETTINGSHALL	Freehold Vacant Residential
17	408 MOSELEY ROAD, BALSALL HEATH	Freehold Vacant Commercial
18	410 MOSELEY ROAD, BALSALL HEATH	Freehold Vacant Commercial
19	70 LONSDALE ROAD, HARBORNE	Freehold Vacant Residential
20	HAVEN HOTEL, 15 CLAREMONT STREET, BILSTON	Freehold Vacant Hotel
21	17 CLAREMONT STREET, BILSTON	Freehold Vacant Residential
22	YE OLDE STEPPES, HIGH STREET, PEMBRIDGE, LEOMINSTER	Freehold Vacant Commercial
23	FORMER CINEMA, 17 DUDLEY ROAD, BRIERLEY HILL	Freehold Vacant Commercial
24	1192 TO 1200 COVENTRY ROAD, YARDLEY	Freehold Development Land



25	24 TRUEMANS HEATH LANE, HOLLYWOOD	Freehold Vacant Residential
26	49 CHELSTON ROAD, NORTHFIELD	Freehold Vacant Residential
27	42 CLAUGHTON ROAD, DUDLEY	Freehold Vacant Residential
28	LAND 4 WHARFEDALE STREET, WEDNESBURY	Freehold Building Plot
29	LAND AT EBRINGTON ROAD, WEST BROMWICH, WEST BROMWICH	Freehold Land
30	63 BALMORAL DRIVE, WILLENHALL	Freehold Vacant Residential
31	58 LINDON ROAD, WALSALL	Freehold Vacant Residential
32	135A PERRY WALK, BLACKROCK ROAD	Leasehold Vacant Residential
33	38 ALBERT ROAD, HANDSWORTH	Freehold Vacant Residential
34	ASIA WORKS, JUNCTION ROAD, AUDNAM, STOURBRIDGE	Freehold Development Land
35	FORMER DOCTORS' SURGERY 217 TOLL END ROAD, TIPTON	Freehold Vacant Commercial
36	THE COACH HOUSE, 1069 WARWICK ROAD, ACOCKS GREEN	Freehold Hotel
37	THE FORMER WHITE LION 152 MUNTZ STREET	Freehold Vacant Commercial
38	26 MERSEY GROVE, KINGS NORTON	Leasehold Vacant Residential
39	176 QUINTON ROAD WEST, BIRMINGHAM	Freehold Vacant Residential
40	LAND W AND S OF 2 CHURCH WALK, DAWLEY, TELFORD	Freehold Land
41	LAND S.E. SIDE OF 4 STONE CRESCENT, ARLESTON, TELFORD	Freehold Land
42	GARAGES REAR OF 129/139 LONG LANE, HALESOWEN	Freehold Garages
43	45A & 45B BUNNS LANE, DUDLEY	Freehold Residential Investment
44	8A SANDFORD AVENUE, CHURCH STRETTON	Freehold Vacant Residential
45	FLAT 8 BRIDGE LOFTS, 3 LEICESTER STREET, WALSALL	Leasehold Residential Investment
46	FLAT 10 BRIDGE LOFTS, 3 LEICESTER STREET, WALSALL	Leasehold Vacant Residential
47	143/145 & THE COACH HOUSE WORCESTER ROAD, HAGLEY, STOURBRIDGE	Freehold Vacant Commercial
48	HOLLYBANK COTTAGE, FORDRAUGHT LANE ROMSLEY	Freehold Vacant Residential
49	194-196 SUNDERTON ROAD, KINGS HEATH	Freehold Residential Investment
50	135 CHANTRY AVENUE, WALSALL	Freehold Vacant Residential
51	UNIT A, MANDERS ESTATE, OLD HEATH ROAD, WOLVERHAMPTON	Freehold Vacant Commercial
52	99 ALUM ROCK ROAD, ALUM ROCK	Freehold Commercial Investment
53	105 ALUM ROCK ROAD, ALUM ROCK	Freehold Commercial Investment
54	111 ALUM ROCK ROAD, ALUM ROCK	Freehold Commercial Investment
55	209 STATION ROAD, STECHFORD	Freehold Vacant Commercial
56	212 WARWICK ROAD, SPARKHILL	Freehold Vacant Residential
57	418/420/422 MOSELEY ROAD, BALSALL HEATH	Freehold Commercial Investment
58	48 TRYAN ROAD, NUNEATON	Freehold Vacant Residential
59	60 STANLEY STREET, WALSALL	Freehold Vacant Residential
60	13 JUTLAND ROAD, BIRMINGHAM, B13 0TY	Freehold Residential
61	8 GRANSHAW CLOSE, KINGS NORTON	Leasehold Vacant Residential
62	MAJESTIC HOUSE, SEDGLEY ROAD WEST, TIPTON	Freehold Residential
63	52 KINGS ROAD, SUTTON COLDFIELD	Freehold Vacant Residential
64	7 HARDWICKE WAY, STOURBRIDGE	Freehold Vacant Residential
65	FLATS 1, 6, 10, 11 & 12 WOODLANDS COURT, WOOD STREET, KETTERING	Leasehold Vacant Residential
66	43 BYWATER HOUSE, PADDOCK, OFF BOTT LANE, WALSALL	Leasehold Vacant Residential
67	15 TAMWORTH STREET, LICHFIELD	Freehold Vacant Commercial
68	68 REDDAL HILL ROAD, CRADLEY HEATH	Freehold Vacant Commercial
69	112 MARKBY ROAD, WINSON GREEN	Freehold Residential

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

Valuers Ian M. Axon, Steve Smith B.Sc. Hons MRICS MNAVA

Auction Manager Sue Worrall

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



IMPORTANT NOTICE

PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

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

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

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

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

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

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

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

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

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

MISREPRESENTATION ACT

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

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





3, 5 & 7 The Holloway, Compton, Wolverhampton WV6 8LH

Property Description

Three terraced properties of brick construction set back from the road in an elevated position behind a private driveway and occupying part of a site extending to approximately a third of an acre. Both No 3 & No 5 The Holloway were built in 1840 have been vacant for numerous years and require complete modernisation, improvement and repair throughout along with the provision of a bathroom. No 7 the Holloway was built approximately 40 years later and has been occupied until present, however, still requires modernisation and improvement. The Holloway is located off Bridgenorth Road (A454) and is set in the established and popular residential area of Compton.

Accommodation

No 3

Ground Floor

Lounge, dining room, kitchen (No fittings), stairs to

First Floor

Two bedrooms

No 5

Ground Floor

Lounge, dining room, kitchen (No fittings), stairs to

First Floor

Two bedrooms

No 7

Ground Floor

Entrance hallway, lounge, dining room, kitchen.

First Floor

Two bedrooms and a bathroom having panelled bath, washbasin and WC.

Outside

Overgrown garden area.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



**61 Brookfield Road,
Hockley, Birmingham
B18 7JA**

Property Description

A mid terrace property of brick construction surmounted by a tile clad roof set back from the road behind a lawned foregarden and located in a pedestrian walkway off Brookfield Road. The property benefits from having gas fired central heating. Brookfield Road can be located off Crabtree which in turn can be found off Dudley Road (A457). The property is within approximately a quarter of a mile distance from Birmingham City Hospital.

Accommodation

Ground Floor

Lounge, kitchen/dinner, Inner lobby and bathroom having panelled bath, washbasin and WC, stairs to

First Floor

Landing and three bedrooms.

Outside

(Front) Lawned foregarden

(Rear) Garden.



Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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19 Milton Road, Smethwick, West Midlands B67 7HT

Property Description

An end terraced house of rendered brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating and modern kitchen fitments but requiring some decorative improvement throughout. The property is situated in a small cul-de-sac located off Milton Road which leads off Francis Road and which in turn leads off Londonderry Lane. The surrounding area comprises of predominantly residential housing and the property is located within approximately one mile distance from Bearwood Road Shopping Centre.

First Floor

Stairs and Landing, Two Double Bedrooms

Outside

Foregarden, pedestrian side access to rear and a predominantly lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Entrance Hall, Living Room, Full Width Breakfast Kitchen with a range of modern fitted units, Lobby, Cloak Room with wc





Flat 11 Parkhall Gardens, Rosemary Avenue, Goldthorn, Wolverhampton WV4 5BN

Property Description

A modern purpose built first floor apartment forming part of an attractive four storey development situated in a cul-de-sac known as Rosemary Avenue which forms part of the popular residential area of Goldthorn and is located within approximately one mile distance to the south of Wolverhampton City Centre. The property provides well laid out accommodation benefiting from security door entry system, two bedrooms, modern kitchen and bathroom fitments, UPVC double glazed windows, electric heating, allocated parking and well maintained communal gardens. The property is currently let on an assured shorthold tenancy at a rental of £475.00 per calendar month (£5,700 per annum)

Accommodation

Ground Floor

Communal Hallway, Stairs and Landing

First Floor

Reception Hall, Lounge/Dining Room, Kitchen with range of fitted units, Two Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc

Outside

Well maintained communal gardens with bicycle store and allocated parking

Leasehold Information

Term: 125 Years from 29 September 2005

Ground Rent and Service Charge:
Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

Auction deposits may be paid by the following methods

Bank/Building Society draft

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

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

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

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





Flat 12 Parkhall Gardens, Rosemary Avenue, Goldthorn, Wolverhampton WV4 5BN

Property Description

A modern purpose built third floor apartment forming part of an attractive four storey development situated in a cul-de-sac known as Rosemary Avenue which forms part of the popular residential area of Goldthorn and is located within approximately one mile distance to the south of Wolverhampton City Centre. The property provides well laid out accommodation benefiting from security door entry system, two bedrooms, modern kitchen and bathroom fitments, UPVC double glazed windows, electric heating, allocated parking and well maintained communal gardens. The property is currently let furnished on an assured shorthold tenancy at a rental of £500.00 per calendar month (£6,000 per annum).

Accommodation

Ground Floor

Communal Hallway, Stairs and Landing

Third Floor

Reception Hall, Lounge/Dining Room, Kitchen with range of fitted units, Two Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc

Outside

Well maintained communal gardens with bicycle store and allocated parking

Leasehold Information

Term: 125 Years from 29 December 2005

Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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COTTONS
THE AUCTIONEERS





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

Property Description

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

Accommodation

Ground Floor

Communal Entrance Hall with security door entry system, Entrance Hall with door entry phone, Bathroom with

panelled bath having shower over, pedestal wash basin and wc, Bed/ Living Room, Kitchen with private front door

Outside

Communal gardens and parking area

Leasehold Information

Term: 199 years from 29th September 1990

Ground Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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.





90 Lyttleton Avenue, Halesowen, West Midlands B62 9EB

Property Description

A semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows but requiring complete modernisation and repair throughout. The property is situated in a popular residential area and forms part of a cul-de-sac located a short distance from Long Lane (A4034) and conveniently within approximately one mile distance from Halesowen Town Centre.

Accommodation

Ground Floor

Reception Hall, Through Lounge/Dining Room, Kitchen

First Floor

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

Outside

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

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 17th February 2011** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





**Freehold Lock-Up Garage Investment,
Houghton Court, Priory Road,
Hall Green, Birmingham B28 0TA**

Description

An opportunity to purchase a freehold garage investment secured upon 8 lock up garages located in a linear block and situated adjacent to a block of purpose built flats known as Houghton Court. The yard is approached off Priory Road by a private shared driveway and forms part of a predominantly residential area. Priory Road runs between Highfield Road and Colebrook Road.

Rental Income

One garage is subject to a long lease expiring in 2061 at a rental income of £10 per annum and seven garages are currently let at a rental of £35 per calendar month per garage. Total Rental Income: £2,950 per annum

Legal Documents

Available at www.cottons.co.uk

Viewings

Not Applicable



Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk



272 Flaxley Road, Stechford, Birmingham B33 9HB

Property Description

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a lawned foregarden. Flaxley Road leads off Station Road and the property is situated within approximately half a mile distance from Stechford Railway Station along with a range of local shops and amenities and within approximately one and a half miles distance from Birmingham Heartlands Hospital.

The property is currently let on a Regulated Tenancy at a Registered Rental of £68 per week (£3,536 per annum) effective from 27th October 2008 (Rent Re-registration now overdue)

Ground Floor

Reception Hall, Two Reception Rooms, Kitchen and Store

First Floor

Stairs and Landing, Three Bedrooms and Bathroom

Outside

(Front) Lawned foregarden set behind a mature hedge

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Accommodation

Whilst the Auctioneers have not carried out an internal inspection on the property, the rent registration document details the following:

ADMINISTRATION FEE

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

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





95 Tower Road, Tividale, Oldbury, West Midlands B69 1NA

Property Description

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a concrete forecourt. The property benefits from UPVC double glazed windows and gas fired central heating (installed by the tenant). Tower Road leads directly off New Birmingham Road (A4123) and forms part of an established residential area located approximately one mile distance from both Oldbury Town Centre which provides access to a wide range of retail amenities and services and the M5 Motorway (junction 2).

The property is currently let on a Regulated Tenancy at a Registered Rental of £75 per week (£3,900 per annum) effective from 9th October 2009.

Accommodation

Whilst the Auctioneers have not inspected the accommodation, we understand from the tenants that it comprises of the following:

Ground Floor

Entrance Hall, Through Lounge/Dining Room, Veranda/Kitchen

First Floor

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

Outside

(Front) Concrete Forecourt

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

LEGAL PACKS

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

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





308/310 Stratford Road, Sparkhill, Birmingham B11 1AA

Property Description

A substantial corner building, of brick construction surmounted by a pitched tile clad roof and being prominently located at the junction of Stratford Road and Walford Road. The premises currently comprise of two retail shops together with accommodation to the first and second floor over. The Total Net Internal Area is approximately 521.56sq.m. (5,612sq.ft.).

Stratford Road (A34) itself is a main arterial route between Stratford – Solihull – Birmingham, and the subject site is located approximately two miles to the South East of Birmingham City Centre. Solihull Town Centre is approximately five miles to the South East.

Accommodation

Ground Floor

Two Retail Units with ancillary storage/ office accommodation and WCs
Net Internal Area – 289.68sq.m.
(3,117sq.ft.)

First Floor

Further accommodation which may suit a variety of uses, subject to Planning
Net Internal Area – 133.92sq.m.
(1,441sq.ft.)

Second Floor

Further accommodation which may suit a variety of uses, subject to Planning
Net Internal Area – 97.6sq.m. (1,054sq. ft.)

Outside

Rear: Car parking/loading access off Walford Road

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





Unit 51 Darlaston Central Trading Estate, Salisbury Street, Darlaston, West Midlands WS10 8XB

Property Description

The subject premises are located on the ground floor of a three storey traditional built factory building directly fronting and having access from Salisbury Street and with loading access via a shared yard within the Industrial Estate and located to the rear. The property has the benefit of all mains services and further benefits from a gas fired central heating system (not tested)

Darlaston Central Trading Estate is situated on the west side of Salisbury Street which runs between Station

Street and Walsall Road approximately one mile distance to the west of Darlaston Centre and two miles distance from Junction 9 of the M6 Motorway.

Accommodation Ground Floor

Factory Premises: 326sq.mtrs (3,509sq.ft) including toilets facilities.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



3 Hall Green Road, West Bromwich, West Midlands B71 3JS

Property Description

A mid terraced property located in the middle of a parade of similar units and currently comprising of a ground floor lock up shop together with a self contained 2 bedroom flat to the 1st floor over. The property itself is located in a busy local shopping district on the corner of Hall Green Road and Walsall Road (A4031). Nearby retailers include BetFred, Select and Save, Ladbroke's, Lloyds Pharmacy, Greggs and West Bromwich Building Society in addition to a Tesco Express Petrol Station.

Accommodation

Ground Floor

Retail shop extending to approximately - 46 sq.m (496 sq.ft)

Rear store/kitchen extending to approximately - 19 sq.m (204 sq.ft)

Store room extending to approximately - 16.7 sq.m (180 sq.ft)

Separate WC

First Floor

Self contained flat

Living room, kitchen, bathroom and 2 bedrooms



Outside Front

The property fronts directly onto Hall Green Road

Outside Rear

Access to flat via side alley

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



983A Tyburn Road, Erdington, Birmingham, B24 0TJ

Property Description

A Ground Floor Retail Unit located in a parade of similar units near to the junction of Tyburn Road and Kingsbury Road. The property, which benefits from rear access and electric roller shutter protection to the front, was most recently trading as a pet shop. Near-by retailers include Select and Save, Lloyds TSB Bank, William Hill and Lidl.

Accommodation

Ground Floor

Retail Unit extended to approximately 51.9sq.m. (558sq.ft.)

Rear Store

13.1sq.m. (141sq.ft.)

Separate WC, Kitchenette

Leasehold Information

Term: 99 years from 25 March 1983

Ground Rent: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233




Marble House

Marble House and Marble Lodge, Cocksparrow Street, Warwick, Warwickshire CV34 4ED

Property Description

A freehold lot comprising two detached office buildings, known as Marble House and Marble Lodge.

1. Marble House is an attractive Grade II listed building, which was originally a dwelling house but now providing substantial office accommodation.

The building provides accommodation across five storeys with storage space at basement level. The building includes fire and burglar alarm systems, Cat 5 (RJ45) computer network cabling and gas fired central heating. The Net Internal Area is approximately 461sq.m. (4,962sq.ft.).

2. Marble Lodge is a more modern building, having been constructed approximately 25 years ago. The building provides office accommodation across two storeys and is completely independent from Marble House. The Net Internal Area is approximately 166.7sq.m. (1,795sq.ft.).

At the front and rear of the site are car parks providing parking for 32 cars.

The property is located to the West of Warwick Town Centre being a short walking distance from the central business district of the town, which provides a wide range of A1, A2, A3, A4 and A5 facilities. The unit itself is located on Cocksparrow Street adjacent to Warwick Racecourse.

Accommodation

Marble House Ground Floor

Reception Hall and Reception Office, Four Offices, Board/Conference Room, Male and Female WCs, Boiler Room, Kitchen, access to Basement.

Net Internal Area: 144.9sq.m. (1.560sq.ft.)

Basement

Three Rooms

Net Internal Area: 57.9sq.m. (624sq.ft.)

First Floor

Half Landing, Five Offices, Two Meeting/Conference Rooms, Separate WC

Net Internal Area: 172.4sq.m. (1,856sq.ft.)

Second Floor

Two Offices and Separate WC

Net Internal Area: 31.8sq.m. (342sq.ft.)

Third Floor

Two Offices

Net Internal Area: 32.9sq.m. (354sq.ft.)

Fourth Floor

Storage

Net Internal Area: 21.1sq.m. (227sq.ft.)

Total Net Internal Area: 461sq.m. (4,962sq.ft.)

Marble Lodge Ground Floor

Reception Hall, Two Large Offices, Male & Female WCs

First Floor

Stairs and Landing, Two Large Offices (one with some partitioned compartments including Kitchen)

Total Net Internal Area: 166.7sq.m. (1,795sq.ft.)

Outside Front and Rear

Gardens and car parking for approximately 32 cars

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



Marble Lodge



**8 Ward Street,
Ettingshall,
Wolverhampton
WV2 2NR**

Property Description

A mid terrace property of brick construction surmounted by a tiled roof set back from the road behind a small foregarden. The property benefits from majority UPVC double glazing. Ward Street is located off Wellington Road (A41).

Accommodation

Ground Floor

Lounge, dining room, kitchen and bathroom having panelled bath, washbasin and WC, stairs to

First Floor

Landing and 2 bedrooms.

Outside

(Front) foregarden,

(Rear) Garden



Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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408 Moseley Road, Balsall Heath, Birmingham B12 9AT

Property Description

A traditional built three storey end terraced retail premises set back from Moseley Road behind a forecourt parking area having been previously used as a ground floor retail shop with offices to the first and second floors over. The property benefits from gas fired central heating and is located virtually opposite the junction with Vincent Street in the middle section of Moseley Road located between the junctions of Highgate Middleway and Haden Way (A435)

Accommodation

Ground Floor

Retail Shop, Rear Store Room, Rear Entrance Hall/Lobby with side entrance door and Stairs leading off, Cloak Room with wc and wash basin, Rear Hall/Workshop

First Floor

Stairs and Landing, Further Landing Area and Office, Inner Hall, Front Office

Second Floor

Stairs and Landing, Store Room/Office

Net Internal Floor Areas

Ground Floor:

20.91sq.mtrs (1,301sq.ft)

First Floor:

55.7sq.mtrs (600sq.ft)

Second Floor:

27.55sq.mtrs (296sq.ft)

Total: 204.16sq.mtrs (2,197sq.ft)

Outside

Forecourt Parking Area and Right of Way to Side Access

Note: The property currently has intercommunicating access with number 410 Moseley Road on all floors and the vendor will arrange for all openings to be closed between exchange and completion

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 17th February 2011** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





410 Moseley Road, Balsall Heath, Birmingham B12 9AT

Property Description

A traditional built three storey mid terraced retail premises set back from Moseley Road behind a forecourt parking area having been previously used as a ground floor retail shop with flat/living accommodation over. The property is located virtually opposite the junction with Vincent Street in the middle section of Moseley Road located between the junctions of Highgate Middleway and Haden Way (A435)

Accommodation

Ground Floor

Retail Shop, Store Room One with Cellar access, Store Room Two with Kitchenette and side entrance door to small yard area, Lobby with wc, Rear Room

First Floor Flat/Living Accommodation

A secure passageway accessed from the rear of the building through an enclosed yard to a Private Entrance Hall

First Floor

Stairs and Landing, Lounge, Kitchen/ Dining Room subdivided and containing no kitchen fitments, Bathroom with panelled bath, pedestal wash basin and wc

Second Floor

Bedroom

Outside

Forecourt parking area and right of way at side to rear access

Net Internal Floor Area

Ground Floor: 91.3sq.mtrs (982sq.ft)

Note 1: The accommodation is currently intercommunicating with 408 Moseley Road and the vendor has undertaken to close up all openings between exchange and completion furthermore to open up the original staircase leading from the first floor landing to the second floor in order to provide access.

Note 2: The ground floor retail shop is currently let on an informal licence to a hairdressing product supply company at a rental of £600 per calendar month (£7,200 per annum) and whilst the property is offered with vacant possession upon completion, we understand that the tenant would consider remaining at the property should any new owner wish to continue this arrangement. The new owner will be responsible for agreeing terms with the tenant.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



**70 Lonsdale Road, Harborne,
Birmingham, B17 9QZ**

Property Description

A double fronted detached property of brick construction set back from the road behind a lawned and gravelled foregarden allowing for offroad parking. The property benefits from having well laid out accommodation and large lawned rear garden, However it does require modernisation and improvement throughout. Lonsdale Road is located off both Wentworth Road and Lordswood Road (A4040) and the property is within a quarter of a miles distance from Harborne High Street.

Accommodation
Ground Floor

Reception hallway, through lounge, dining room, rear hallway, cellar, breakfast kitchen and pantry, stairs to first floor

First Floor

Having three bedrooms, box room/ study and large bathroom with panelled bath, washbasin and WC.

Outside

(Front) Gravelled driveway and lawned garden.

Outside

(Rear) Large lawned garden with various brick built stores.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



Freehold Hotel Premises By Instructions of the Mortgagees in Possession



The Haven Hotel, 15 Claremont Street, Bilston, Wolverhampton WV14 6BA

Property Description

A substantial freehold hotel premises predominantly of two storey brick construction, surmounted by a pitched slate clad roof and having a single storey flat roof extension to the rear. The property provides extensive and well laid out accommodation having Upvc double glazed windows and benefits from a bar, restaurant, nine en-suite bedrooms and ample off road parking. In the past the property appears to have been maintained to a good standard but now requires some repair and refurbishment following some vandalism. The property forms part of a predominantly residential area and Claremont Street runs directly between Wellington Road (A41) and Green Lanes and is located within approximately one and a half miles distance to the south east of Wolverhampton City Centre.

Accommodation Ground Floor

Reception Hall, Staff Office, Lobby with Gents and Ladies Toilets, Bar/Lounge Area, Restaurant/Dining Room, Kitchen, Two Preparation Rooms, Staff Toilets, Store Room with Cold Store, Inner Hall/ Side Reception Hall with Cellar access (one room), Disabled Toilet, Hotel Reception Office, Bedroom Nine with En-suite Bathroom

First Floor

Stairs and Landing, Bedroom One with En-suite Bathroom, Bedroom Two with En-suite Shower Room, Bedroom Three with En-suite Shower Room, Bedroom Four with En-suite Shower Room, Bedroom Five with En-suite Shower Room, Bedroom Six with En-suite Shower Room, Bedroom Seven with En-suite Shower Room, Bedroom Eight with En-suite Bathroom

Outside

Canopy shelter to front and side elevations, tarmac driveway to rear car park and two storage compounds

Gross Internal Area

Cellar: 9.41sq.mtrs (101sq.ft)
Ground Floor: 319sq.mtrs (3,434sq.ft)
First Floor: 139sq.mtrs (1,496sq.ft)

Total: 467sq.mtrs (5,031sq.ft)
approximately

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





Freehold Residential Dwelling House By Instruction of the Mortgagees in Possession



17 Claremont Street, Bilston, West Midlands WV14 6BA

Property Description

A two storey detached house of part rendered brick construction surmounted by a pitched slate clad roof and set back from the road behind a foregarden and tarmacadamed driveway. The property occupies a rectangular sized plot and has recently been used as overspill accommodation in conjunction with the adjacent hotel premises and the accommodation has been adapted for this purpose which has included the removal of the kitchen to provide additional bedroom accommodation. Claremont Street leads directly between Wellington Road (A41) and Green Lanes and forms part of a predominantly residential area.

Room, Lobby with built in store, Two Further Rooms

First Floor

Stairs and Landing, Three Bedrooms, Cloak Room with wc and wash basin, Two Shower Rooms each with glazed shower enclosure, pedestal wash basin and wc

Outside

(Front) Lawned foregarden and tarmacadamed driveway

(Rear) Lawned garden, tarmacadamed hard standing and a detached brick built garage.

Accommodation Ground Floor

Entrance Hall, Shower Room with glazed shower enclosure, wash basin and wc, Reception Hall, Front Reception Room, Rear Reception

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





Ye Olde Steppes, High Street, Pembridge, Nr. Leominster, HR6 9DS

Property Description

A historic detached property, built c.1530 (and extended in Victorian times), located on a substantial plot and currently trading as the village newsagents and off-license. The purchaser will be presented with Vacant Possession on completion, but may continue to trade should they so wish. (see "The Business" section below).

The property, which is Grade II Listed, currently comprises of a Ground Floor Retail Shop and substantial four bedroom living accommodation to the rear of the Ground Floor and First Floor over. In addition, there is a rear paved yard leading to a separate building known as "The Bake House" – an original Victorian bakery, still with old bake oven in-situ. The building may suit a variety of uses and all interested parties must consult the Local Authority prior to bidding.

High Street itself is the main road running through the village of Pembridge. Pembridge is a village located on the River Arrow, between the towns of Leominster and Kington, with Leominster being approximately six miles to the East.

Retail Accommodation

Ground Floor

Retail Shop 60.7sq.m. (653sq.ft.)

Store Room 15.5sq.m. (168sq.ft.)

Lobby and WC

Residential Accommodation

Ground Floor

Reception Hall, Dining Room, Kitchen, Utility Room and Separate WC

First Floor

Living Room, Four Bedrooms and Bathroom

Outside (Front)

The property occupies an elevated position behind a foregarden with access to Cellar

Outside (Rear)

Courtyard leading to "The Bake House" and lawned gardens

The Business

We are informed by the vendors that the property currently produces a turn-over averaging £3,000 per week (£156,000 per annum). The stock is available as at valuation whilst the purchase price includes fixtures and fittings

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





Former Cinema/Night Club, 17 Dudley Road, Brierley Hill, West Midlands, DY5 1HA

Property Description

A substantial former cinema premises, which was originally built in the late 1920s and opened by George Formby OBE in 1928. The property, which is of metal frame construction, has most recently been used as a night club called "Deep" and is still fitted out as such – the capacity of the club was 1,000 people. The total floor area of the building is approximately 783sq.m. (8,432sq.ft.), whilst the site extends to approximately 0.218 acres (0.086ha). The site may be suitable for a variety of uses, subject to Planning Consent.

The property has been empty for a number of years and as such, does require modernisation and improvement.

The property itself fronts Dudley Road (A461), with a car parking area to the rear, which fronts Bank Street (B4179). Dudley Town Centre is approximately 2¾ miles distant to the North East, whilst Birmingham City Centre is approximately 10 miles to the East. The nearest motorway junction is approximately 4½ miles to the East (Junction 2, M5)

Accommodation

Ground Floor

Main Area incorporating dance floor, seating areas, entrance lobby, storage and bar areas – 459.8sq.m. (4,950sq.ft.)

Upper Floors

Middle Level Bar: 58sq.m. (624sq.ft.)

Servery: 68.2sq.m. (734sq.ft.)

Upper Level Bar: 58sq.m. (624sq.ft.)

Upper Gallery: 139.6sq.m. (1,500sq.ft.)

Ancillary stores and offices

Total Floor Area: 783.6sq.m. (8,432sq.ft.)

Outside

Rear: Car Park for approximately 12 cars, accessed off Bank Street

Note

All parties wishing to view this property must do so with utmost caution and entirely at their own risk. Neither the Auctioneers nor the vendors accept any liability for any injury or harm caused

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



Freehold Vacant Possession



COTTONS
THE AUCTIONEERS



A Valuable Freehold Site including Two Residential Dwelling Houses On the Instruction of the Trustee in Bankruptcy



1192 to 1200 Coventry Road, Yardley, Birmingham B25 8DA

Property Description

A valuable freehold site along with a pair of traditional terraced houses known as 1192 and 1194 Coventry Road. The site which is irregular in shape, previously contained a builders yard and retail premises which have since been demolished. The site extends to an area of approximately 0.66 acres (0.27 hectares) and is situated fronting the busy Coventry Road (A45) one of the main arterial routes linking Birmingham City Centre with Birmingham International Airport and the M42 Motorway (Junction 6). Coventry Road is lined with a wide range of business premises and retail shops and the immediate surrounding area contains predominantly residential property. The residential properties included in the sale comprise of a mid terraced and an end terraced two storey dwelling house, each of brick construction surmounted by a pitched tile clad roof and whilst providing well laid accommodation require some modernisation and improvement throughout.

Planning

From our informal inquiries with the local planning department at Birmingham City Council we understand the site is unallocated as part of Birmingham's Unitary

Development Plan (adopted in 2005). The site may provide scope for a variety of redevelopment schemes and all interested parties should contact the local planning department at Birmingham City Council on 0121 303 1115 prior to bidding, to discuss any proposals which they may have.

No site investigation reports have been undertaken and the buyer will be responsible to satisfy themselves as to the ground conditions prior to bidding

Accommodation 1192 Coventry Road

At the time of preparing the catalogue, the Auctioneers have been unable to carry out an inspection of this property and it is assumed that the accommodation resembles that of 1194 Coventry Road.

Viewings will be available during the course of the Auction marketing and all interested parties should satisfy themselves of the exact accommodation

1194 Coventry Road Ground Floor

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





First Floor

Stairs and Landing, Three Bedrooms, Bathroom

Outside

(Front) Small paved forecourt, shared pedestrian entry access to rear

(Rear) Enclosed yard/garden

contains the remnants of former buildings along with a quantity of waste materials and refuse and will be sold as seen.

Overall Frontage to Coventry Road: approximately 22 Metres (72 Feet)

Legal Documents

Available at www.cottons.co.uk

Site 1196 to 1200 Coventry Road

An irregular shaped site extending to an area of approximately 0.66 acres (0.27 hectares). Secured gated access is provided directly off Coventry Road and the site

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





24 Truemans Heath Lane, Hollywood, Birmingham B47 5QB

Property Description

A semi detached house of brick construction surmounted by a pitched slate clad roof, set well back from the road behind a lawned foregarden and benefiting from gas fired central heating and part UPVC double glazed windows. The property occupies a generous rectangular shaped plot which also contains a single storey brick built annex located in the rear garden having been previously used as bed sit accommodation and may provide scope for further redevelopment (subject to obtaining planning consent). Truemans Heath Lane is situated off Hollywood Lane and forms part of the popular residential village of Wythall and is conveniently located within approximately two miles distance to the north of the M42 Motorway (junction 3) and approximately six miles distance to the south of Birmingham City Centre.

Planning

A written Determination was issued by Bromsgrove District Council on 13th September 1979 relating to the use of the annex at the rear of 24 Truemans Heath Lane as a bed/sitting room stating that the use does not constitute or involve development under the Town and Country Planning Act 1971 and therefore no application for planning permission was required. The

determination was made on basis that the annex must be used without any building or refurbishing operations and would be ancillary to the main dwelling house and not as a self contained unit of accommodation whereby planning permission would then be required. A copy of the aforementioned letter is available from the Auctioneers and in the legal pack.

The annex may provide scope for redevelopment of a separate self contained dwelling or office all being subject to obtaining planning consent and it is deemed that all interested parties contact the local Planning Department at Bromsgrove District Council to discuss any proposals which they may have prior to bidding

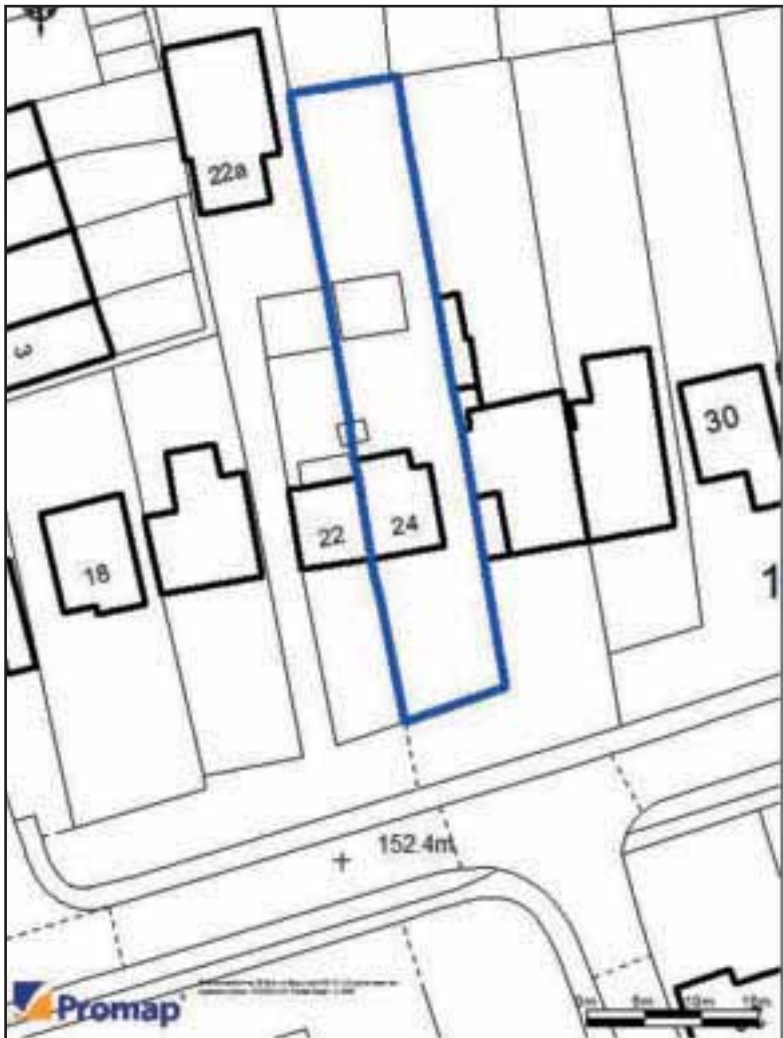
Accommodation

Ground Floor

Porch Entrance, Reception Hall, Lounge, Open Plan Dining Room/ Kitchen, Utility Room/Rear Entrance, Cloak Room with wc and wash basin

First Floor

Stairs and Landing, Bedroom One (previously two separate bedrooms which have been merged), En-suite Shower, Bedroom Two (double), Bathroom with panelled bath having shower over, pedestal wash basin and wc



Outside

(Front) Lawned foregarden with tarmacadamed driveway providing ample off road parking, side access to rear.

(Rear) Large lawned garden containing a single storey brick built annex (26.93sq.mtrs – 289sq.ft)



Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS



**49 Chelston Road,
Northfield, Birmingham
B31 5BS**

Property Description

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a foregarden and driveway and requiring modernisation and improvement throughout. Chelston Road forms part of an established residential area and leads directly off Bristol Road (A38) approximately half a mile distance to the south of Northfield Shopping Centre. The immediate surrounding area formerly contained the Longbridge Car Plant and is undergoing significant redevelopment to provide further housing and retail and leisure amenities.

Accommodation

Ground Floor

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

First Floor

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



Outside

(Front) Foregarden and Driveway leading to garage

(Rear) Paved yard/patio and a predominantly lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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

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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



42 Cloughton Road, Dudley, West Midlands DY2 7EA

Property Description

A substantial three storey double fronted semi detached property of brick construction surmounted by a tile clad roof and set back from the road behind a walled foregarden. The property benefits from having substantial accommodation including seven bedrooms and further benefits from having UPVC double glazed windows and gas fired central heating. The property was last used as a Care Home, however may be suitable for a variety of uses subject to obtaining the correct planning permission from Dudley Metropolitan Borough Council. Cloughton Road is located off Caroline Street which in turn is found off St Johns Road. The property is within less than a quarter of a miles distance from the main shopping area in Dudley.

Utility Room, Wet Room having shower cubicle and wash basin, separate WC with WC and wash basin, Storeroom, WC and Bedroom 1, stairs to first floor

First Floor

Bedrooms 2 to 5, Bathroom having panelled bath and wash basin, WC x 2, stairs to second floor

Second Floor

Bedrooms 6 to 7

Outside

Front: Walled foregarden

Rear: Garden

Legal Documents

Available at www.cottons.co.uk

Accommodation

Ground Floor

Entrance Hallway, Front Reception Room 1, Front Reception Room 2, Dining Room, Kitchen, Inner Lobby,

Viewings

Via Cottons – 0121 247 2233

ID & REGISTRATION

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

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

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

Thank you in advance for your co-operation.

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





Land 4 Wharfedale Street, Wednesbury, West Midlands WS10 9AG

Description

A parcel of freehold land roughly rectangular in shape and extending to an area of 372sq.m (0.092 acres) and benefiting from planning Consent for Two 4 bedroom semi detached properties. The land is situated in a predominantly residential street close to the junction with Spring Head and within walking distance from Wednesbury Town Centre which contains a wide range of retail amenities and services.

Planning

The land benefits from planning consent granted by Sandwell Metropolitan Borough Council (ref: DC/08/50063 dated 27 July 2009) for 2 No. 4 bed semi detached dwellings with detached garages at the rear and new walls for the front and back of the property. A copy of the planning consent is available to view at the auctioneers' office.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





Land off Ebrington Road, West Bromwich, West Midlands

Description

A parcel of freehold land extending to approximately 0.35 acres (0.14ha). Historically, the site contained tennis courts and a pavilion. The land may suit a variety of uses and all interested parties should consult the Local Planning Authority prior to bidding. The

land itself can be accessed off both Ebrington Road and Arlington Road.

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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**63 Balmoral Drive, Willenhall,
West Midlands WV12 5TH**

Property Description

A semi detached house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from double glazed windows and gas fire central heating. The property is situated in a cul-de-sac located off Balmoral Drive which leads off Sandringham Avenue and which in turn leads off Lichfield Road (A4124). Wolverhampton City Centre lies within approximately three miles distance to the south west.

Accommodation

Ground Floor

Porch Entrance, Reception Hall, Two Reception Rooms, Kitchen

First Floor

Stairs and Landing, Three Bedrooms and Bathroom

Outside

(Front) Concrete forecourt, pedestrian side access to rear

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

PROXY & TELEPHONE BIDDING

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0121 247 2233

For further details and Terms & Conditions



LOT 31

Freehold Vacant Possession

58 Lindon Road, Walsall, WS8 7BQ

Property Description

A mid terrace property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having part UPVC double glazing and off road parking accessed via a service road. Lindon Road is located off the Chester Road (A452) and is within a quarter of a mile distance from Brownhills High Street.

Accommodation

Ground Floor

Entrance porch, lounge, dining room, kitchen and bathroom having panelled bath, washbasin and WC, stairs to

First Floor

Bedroom 1, bedroom 2, (intercommunicating with) bedroom 3.

Outside

(Front) Walled foregarden

(Rear) Garden with off road parking access via a service road.



Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 32

Leasehold Vacant Possession



135A Perry Walk, Blackrock Road, Erdington, Birmingham B23 7XL

Property Description

A ground floor studio flat located in a purpose built block set back from the road behind a lawned foregarden. The property benefits from having gas fired central heating, allocated parking space and has recently been refurbished to include modern kitchen and bathroom fittings. Perry Walk is located off Blackrock Road which in turn can be found off Faulkners Farm Drive.

Accommodation

Ground Floor

Entrance Porch, Lounge/Bedroom, Kitchen and Bathroom having panelled bath, wash basin and WC

Outside

Communal lawned garden and allocated parking space

Leasehold Details

Term: 99 years from 25 December 1987
Rent: £20 rising to £160
Ground Rent: See legal pack

Legal Documents

Available at www.cottons.co.uk

Viewings

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**38 Albert Road,
Handsworth,
Birmingham B21 9JY**

Property Description

A traditional two storey mid terraced house of brick construction surmounted by a pitched tile clad roof, providing presentable and well laid out accommodation which benefits from three bedrooms and gas fired central heating. Albert Road forms part of a traditional and established residential area and runs directly between Grove Lane and Rookery Road (A4040). Soho Road (A41) is within approximately one third of a mile distance and provides access to a wide range of retail amenities and services.

**Accommodation
Ground Floor**

Entrance Hall, Lounge, Dining Room, Kitchen with a range of fitted units, Bathroom with panelled bath, pedestal wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms



Outside

(Front) Walled Foregarden

(Rear) Long Rear Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

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Asia Works, Junction Road, Audnam, Stourbridge, West Midlands, DY8 4YJ

Property Description

A parcel of Freehold land roughly rectangular in shape and extending to an area of approximately 1,121sq.m (0.277 acres). The land is situated fronting Junction Road and is located in a predominantly residential area. The property previously contained a factory premises however that has now been demolished. The land has planning permission granted in full for the erection of six terraced properties.

Planning

The land benefits from planning consent granted by Dudley

Metropolitan Borough Council, reference (PO9/1741 and dated the 2nd February 2010) for the demolition of the derelict factory and erection of 6 No. dwellings. A copy of the planning consent is available for inspection at the Auctioneer's Office.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





Former Doctors' Surgery 217 Toll End Road, Tipton DY4 0HW

Description

A freehold former doctors' surgery of brick construction with a hipped slate clad roof, currently in a dilapidated condition. The property occupies a rectangular site directly fronting Toll End Road between the junctions of Beever Road and Moors Mill Lane and benefits from Planning Consent for redevelopment to provide 2 No. one bedroom apartments. Toll End Road leads between New Road (B4517) and Gospel Oak Road (A4037) and the property is located within approximately one and a quarter miles distance to the east of Tipton Town Centre.

Planning

Planning Consent was granted by Sandwell Metropolitan Borough Council (Ref: DC/09/51392) and dated 10th November 2009 for change of use from Former Doctors' Surgery to 2 No. one bedroom apartments with associated car parking and two storey rear extension. The Architect's

Drawings submitted with the planning application detailed the following accommodation:

Ground Floor Flat

Lounge, Kitchen, Inner Hall with Store, Bedroom and Bathroom

First Floor

First Floor Flat

Landing/Hall, Lounge, Kitchen, Bedroom, Bathroom

Outside

Three car parking spaces and private amenity space to the rear

A copy of the planning consent is available from either the Auctioneers Offices or can be accessed on www.sandwell.gov.uk

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



Freehold Hotel/ Business Opportunity with Vacant Possession



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

Property Description

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

Planning

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

Accommodation

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

Ground Floor

Porch, Reception Hall, Dry Lounge, Disabled Toilet, Gents Toilet, Dining Room, Ladies Toilets, Commercial Kitchen which includes stainless

steel sink, dish washer, range cooker, extraction hood, fryer, hot cupboard along with a preparation areas and cupboards, Lobby, Staff Toilet/Laundry Room, Lounge/Licensed Bar, Private Side Entrance to Staff Bedroom/ Bedroom Ten with En-suite Bathroom

First Floor

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

Second Floor

Stairs to Private Staff Bedroom (Double)

Outside

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

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

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





The Former White Lion Public House, Muntz Street, Birmingham B10 9RX

Property Description

A substantial detached former public house of a traditional brick construction, surmounted by a pitched replacement tile clad roof and benefiting from UPVC double glazed windows and a secure gated yard to the side and rear. The property was originally known as the White Lion Public House and has more recently been used as a restaurant and takeaway but now requires repair and modernisation throughout. The property is offered for sale with the benefit of planning consent for change of use to a House in Multiple Occupation (HMO) having ten bedrooms along with ancillary living and shower/bathroom accommodation. The property is situated close to the junction with Grange Road within a quarter of a mile distance from Coventry Road which provides access to a wide range of retail amenities and services.

Advertising Hoarding

An advertising hoarding is fixed to the end gable wall under a licence agreement and produces a rental income of £1,000 per annum

Existing Accommodation Ground Floor

Entrance, Reception Hall, Ladies Toilets, Gents Toilets, Bar/Restaurant

Area 103sq.mtrs (1,111sq.ft), Rear Entrance Hall with cellar access, Lobby, Store and Kitchen (no fitments) 27.39sq.mtrs (294sq.ft)

First Floor

Front and Rear Stairs, Landing, Office/Store, Six Double Bedrooms, Bathroom and Separate Toilet (no fittings)

Outside

Vehicular gated access to side and rear yard providing ample off road parking/storage

Planning

Planning consent was granted by Birmingham City Council (Ref: 2010/04032/PA) and dated 13th September 2010 for change of use from a public house (use class A4) to a house in multiple occupation (use class C4), single storey infill extension to the rear, and external alterations including new window to front at first floor, new ground floor entrance at rear removal of existing chimneys and new boundary treatment.

Proposed Accommodation Ground Floor

Reception hall, Office, Lounge/ Dining Room, Kitchen, Study, Three Bedrooms, Shower Room



First Floor

Stairs and Landing, Seven Bedrooms,
Three Bath/ Shower Rooms

Outside

Garden/Amenity Space

Note: A copy of the planning consent is available from the Auctioneers offices or by visiting the Birmingham City Council Planning website at www.birmingham.gov.uk

Legal Documents

Available at www.cottons.co.uk

Viewings

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Important Note

All parties viewing this property must do so with utmost caution and entirely at their own risk. Neither the auctioneers nor vendors accept any liability for any injury caused.



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LOT 38**Leasehold Vacant Possession**

**26 Mersey Grove,
Kings Norton,
Birmingham B38 9LA**

Property Description

A three bedroom terraced property set back from the road behind a lawned garden and surmounted by a tiled roof. The property benefits from having UPVC double glazing and electric heating. Mersey Grove is located off Green Lane which in turn is found off Shannon Road.

Accommodation**Ground Floor**

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

First Floor

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

Outside

(Front) Lawned foregarden
(Rear) Garden

Leasehold Information

Term: 99 Years from 29 September 1971
Ground Rent: £25 per annum

**Legal Documents**

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

**LOT 39****Freehold Vacant Possession**

**176 Quinton Road West,
Quinton, Birmingham
B32 2RL**

Property Description

A freehold semi detached terraced property of brick construction surmounted by a hipped tile clad roof and benefiting from UPVC double glazing and gas fired central heating. The property itself is located on Quinton Road West close to the junction with Gorsy road whilst Quinton Road West itself runs directly between Ridgacre Road and West Boulevard (B4121).

Accommodation**Ground Floor**

Entrance Porch, Reception Hall, Living Room, Dining Room and Kitchen

First Floor

Stairs and Landing, Bathroom and Three Bedrooms

Outside Front

Paved ramp with lawned garden

**Outside Rear**

Mature lawned gardens with garage access from the rear

Legal Documents

Available at www.cottons.co.uk

Viewings

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Land West and South side of 2 Church Walk, Dawley, Telford, Shropshire, TF4 3EX

Description

A parcel of freehold land extending to approximately 0.209 acres (0.085ha). Upon the land are several hard-standings for garages, five of which are presently let. The tenants are responsible for the erection, maintenance and removal of the garage structures.

The land itself can be accessed off Church Walk which is in turn accessed directly off Castle Road. The site may suit a variety of alternative uses and all interested parties should consult

the Local Planning Authority prior to bidding.

Tenancies

Five garage plots are currently let at £50 per annum each. The Total Rental Income at present is £250 per annum.

Legal Documents

Available at www.cottons.co.uk

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ID

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

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

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





Land South East Side of 4 Stone Crescent, Arleston, Telford, Shropshire, TF1 2LN

Description

A parcel of freehold land extending to approximately 0.26 acres (0.105ha) and being located off Princess Avenue but primarily lying to the rear of 2-7 Stone Crescent. Upon the land are several hard-standings for garages, two of which are presently let. The tenants are responsible for the erection, maintenance and removal of the garage structures.

The land may suit a variety of uses and all interested parties should consult

the local Planning Authority prior to bidding.

Tenancies

Two garage plots are currently let at £50 per annum each. The Total Rental Income at present is £100 per annum.

Legal Documents

Available at www.cottons.co.uk

Viewings

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Garage Yard, Rear of 129/139 Long Lane, Halesowen, West Midlands

Description

A freehold garage yard located to the rear of No's 129 to 139 Long Lane. The yard comprises of eight recently built garages, four of which are currently let. At present, the yard produces £2,678 per annum

There is a Traffic Consultation Scheme currently on-going (Scheme Ref – P587) regarding potentially making parts of Long Lane and the surrounding roads into “No Waiting” or “Limited Waiting” areas. Please consult Dudley Metropolitan Borough Council for further details prior to bidding.

Tenancies

Garage 1: Let at £10 per week (£520 per annum)

Garage 2: Vacant Possession

Garage 3: Let at £15 per week (£780 per annum)

Garage 4: Let at £65 per calendar month (£780 per annum)

Garage 5: Let at £11.50 per week (£598 per annum)

Garage 6: Vacant Possession

Garage 7: Vacant Possession

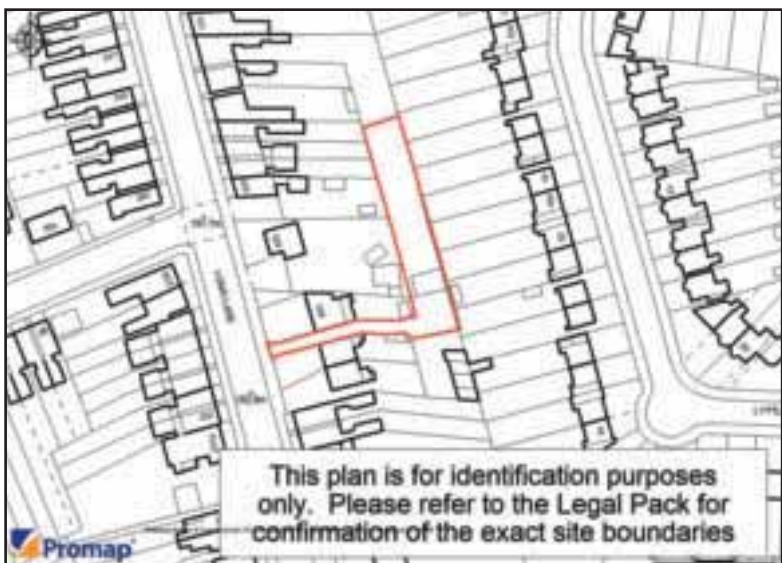
Garage 8: Vacant Possession

Legal Documents

Available at www.cottons.co.uk

Viewings

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45A & 45B Bunns Lane, Dudley, West Midlands, DY2 7QA

Property Description

A detached brick building surmounted by a hipped interlocking tile clad roof comprising of two purpose built maisonettes. The property benefits from having well laid out accommodation, UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings together with off road parking for each maisonette. The ground floor maisonette is currently let on an assured shorthold tenancy agreement at a rental of £365 per calendar month (£4,380 per annum), and the first floor maisonette is offered for sale with vacant possession.

Accommodation

45A

Ground Floor

Stairs to first floor, having Entrance Hall, Lounge, Kitchen, Bedroom and Bathroom, having panelled bath with

electric shower above, wash basin and W.C.

45B

Entrance Hall, Lounge, Kitchen, Bedroom and Bathroom having panelled bath, with electric shower above, wash basin and W.C.

Outside

Front: Garden area and off road parking

Rear Garden area and off road parking

Legal Documents

Available at www.cottons.co.uk

Viewings

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DEPOSITS AND ADMINISTRATION FEE

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

Acceptable payment methods are as follows:

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

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

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.

- Credit Card Payments

(Credit card payments are subject to a surcharge of 1.95%)

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





8A Sandford Avenue, Church Stretton, Shropshire SY6 6BW

Property Description

A refurbished and much improved freehold flat situated on the first floor over a retail premises which front Sandford Avenue and forms part of the main shopping area. The property provides well laid out accommodation and benefits from two double bedrooms, modern kitchen and bathroom fitments, double glazed windows and part electric storage heating. Church Stretton comprises of a historic market town situated in the heart of the south Shropshire Hills in an area of outstanding natural beauty popular with both residents and tourists alike.

Accommodation

Ground Floor

Side Entrance Hall and Stairs

First Floor

Open Plan Lounge/Dining Room/ Kitchen with an attractive range of modern fitted kitchen units, exposed beams and a useful mezzanine storage area, Bathroom with modern corner suite comprising panelled bath, pedestal wash basin and wc, Two Double Bedrooms

Legal Documents

Available at www.cottons.co.uk

Viewings

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Flat 8 Bridge Lofts, 3 Leicester Street, Walsall WS1 1PT

Property Description

A Modern well laid out second floor flat forming part of a converted traditional built property located in the heart of Walsall Town Centre and within close proximity to a wide range of retail and leisure amenities and services. The property benefits from security door entry system, two bedrooms, electric heating, double glazed windows and modern kitchen and bathroom fittings.

The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

Accommodation

Ground Floor

Communal Entrance with Security Door Entry System, Stairs and Landing



Second Floor

Reception Hall, Open Plan Lounge/ Dining Room/Kitchen with attractive range of modern fitted units including a range of integrated appliances, Shower Room with glazed shower enclosure, wc and wash basin, Two Bedrooms

Leasehold Information

Term: 125 Years from 1 April 2005
Ground Rent and Services Charge:
Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

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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





Flat 10 Bridge Lofts, 3 Leicester Street, Walsall WS1 1PT

Property Description

A Modern well laid out third floor flat forming part of a converted traditional built property located in the heart of Walsall Town Centre and within close proximity to a wide range of retail and leisure amenities and services. The property benefits from security door entry system, two bedrooms, electric heating, double glazed windows and modern kitchen and bathroom fittings.

Accommodation

Ground Floor

Communal Entrance Hall with Security Door Entry System, Stairs and Landing

Third Floor

Reception Hall, Lounge, Kitchen with an attractive range of modern fitted units including a range of integrated appliances, Two Bedrooms, Shower Room with glazed shower enclosure, wash basin and wc

Leasehold Information

Term: 125 Years from 1 April 2004
Ground Rent and Services Charge:
Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





143-145 and The Coach House, Worcester Road, Hagley, Stourbridge, West Midlands DY9 0NW

Property Description

A substantial commercial investment comprising of two buildings;

1. A substantial detached three storey building providing a mixture of retail and office accommodation.
2. A modern detached two storey office building of brick construction.

The rest of the site provides approximately 15 car parking spaces. The properties are currently let producing a total rental of £37,510.00 per annum. Worcester Road itself runs between the junction with Kidderminster Road (A456) and Worcester Lane heading towards Pedmore.

Accommodation

Ground Floor

143 Worcester Road

A Retail Shop and Premises currently let as an Optician with a Net Internal Area of approximately 50.1sq.m (540sq.ft)

Rear of 145 Worcester Road

Currently let as a Hairdressing Salon and Premises with a Net Internal Area of approximately 23.4sq.m (252sq.ft)

First Floor

143-145 Worcester Road

Currently trading as a Beauty Treatment Shop with a Net Internal Area of approximately 64.4sq.m (694sq.ft.)

Second Floor

143-145 Worcester Road

Office and Premises currently trading as a Printers with a Net Internal Area of approximately 53.2sq.m (573sq.ft)

The Coach House

Office and Premises currently trading as a Planning Consultants with a Net Internal Area of approximately 65.9sq.m (710sq.ft)

Legal Documents

Available at www.cottons.co.uk

Viewings

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Please Note: VAT will be payable on the purchase price

Tenancy Information

Address	Use	Let From	Term	Rental (per annum)
143 Worcester Road	Opticians	29/5/2005	9 Years	£11,500
r/o 145 Worcester Road	Salon	4/6/2007	6 Years	£2,760
143/5 Worcester Road (FF)	Beauty Treatment	8/3/2010	3 Years	£7,000
143/5 Worcester Road (2F)	Printers	10/7/2009	3 Years	£4,250
The Coach House	Planning Consultants	1/2/2008	3 Years	£12,000
			Total	£37,510







Hollybank Cottage, Romsley, West Midlands, B62 0EU

Property Description

A semi detached cottage of brick construction surmounted by a tiled roof and occupying a site extending to approximately 0.18 acres (728 sq. Metres). The property was built in 1801 and benefits from having many of its original features along with UPVC double glazing and gas fired central heating, the property further benefits from being offered for sale in presentable condition. The property is located on Fordraught Lane which is found off Dayhouse Bank which in turn can be found off Bromsgrove Road (B4551).

Accommodation

Ground Floor

Kitchen having stairs off to galley landing, lounge, inner lobby and bathroom having corner panel bath with electric shower over, WC and sink, stairs to

First Floor

Landing, two bedrooms

Outside

(Front) gravelled parking area providing offroad parking.

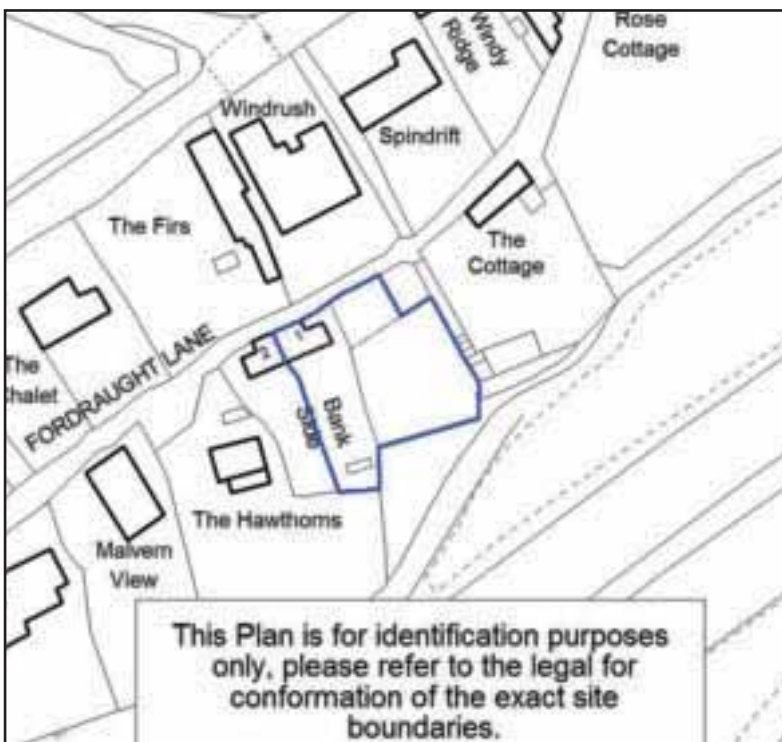
(Rear) Large garden.

Legal Documents

Available at www.cottons.co.uk

Viewings

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194-196 Sunderton Road, Kings Heath, Birmingham, B14 6JN

Property Description

A substantial detached brick built property which has been converted to provide seven self contained flats, six of which are currently let producing a rental income of £27,040 per annum. The property itself is located on Sunderton Road which itself has undergone substantial redevelopment over the last 2 years and now comprises a mixture of new build houses and apartment blocks. Sunderton Road itself is located directly off Broad Lane within proximity to Alcester Road South (A435).

Accommodation

Flat 1

Entrance Hall, Living Room, Kitchen, Bedroom and Shower Room

Flat 2

Living Room, Kitchen, Bedroom with En-Suite Shower Room.

Flat 3

Living Room, Kitchen, Bedroom, Bathroom

Flat 4

Living Room, Kitchen, Bedroom, Bathroom

Flat 5

Living Room, Kitchen, Bedroom, Bathroom

Flat 6

Living Room, Kitchen, Bedroom, Bathroom

Flat 7

Living Room, Kitchen, Two Bedrooms, Bathroom

Rental Information

Flat 1: Vacant Possession

Flat 2: Let on an Assured Shorthold Tenancy at £90 per week (£4,680pa)

Flat 3: Let on an Assured Shorthold Tenancy at £80 per week (£4,160pa)

Flat 4: Let on an Assured Shorthold Tenancy at £90 per week (£4,680pa)

Flat 5: Let on an Assured Shorthold Tenancy at £80 per week (£4,160pa)

Flat 6: Let on an Assured Shorthold Tenancy at £90 per week (£4,680pa)

Flat 7: Let on an Assured Shorthold Tenancy at £90 per week (£4,680pa)

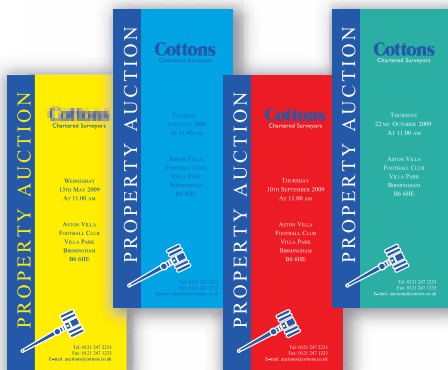
Total Rental Income £27,040 per annum

Legal Documents

Available at www.cottons.co.uk

Viewings

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IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 17th February 2011** at **Aston Villa Football Club, Aston Villa, Birmingham**, please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





135 Chantry Avenue, Bloxwich, Walsall WS3 3EQ

Property Description

A semi detached house surmounted by a tiled roof set back from the road and a lawned foregarden. The property benefits from having UPVC double glazed windows, Gas Fired Central and is offered for sale in a presentable condition throughout. Chantry Avenue is located off both Guild Avenue and Broadstone Avenue and is within a quarter of a mile distance from Bloxwich High Street.

Accommodation

Ground Floor

Entrance hallway, lounge, kitchen, WC, stairs to

First Floor

Landing, three bedrooms and Shower room having shower cubicle and wash basin.

Outside

(Front) Lawned and paved foregarden

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

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ID

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

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

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





Unit A Manders Industrial Estate, Old Heath Road, Wolverhampton, WV1 2RP

Description

A substantial modern industrial warehouse of steel frame construction, situated behind a secure, surfaced yard area. The unit itself benefits from solid concrete flooring, large loading bay with roller shutter protection and two storey office accommodation to the majority of the front elevation. The unit itself extends to approximately 2,277sq.m. (24,509sq.ft.).

The property is located on Old Heath Road, which runs between Deans Road and Willenhall Road (A454). Wolverhampton City Centre is approximately 1 mile to the West. The nearest Motorway junction is approximately 4 miles to the East (Junction 10, M6).

Accommodation

Ground Floor

Office Accommodation
527sq.m. (5,680sq.ft.)

Warehouse

1,221sq.m. (13,149sq.ft.)

First Floor

Office Accommodation
527sq.m. (5,680sq.ft.)

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 52

99 Alum Rock Road, Birmingham B8 1ND

Property Description

A mid terraced two storey retail shop of traditional brick construction surmounted by a pitched tile clad roof, directly fronting Alum Rock Road which comprises of a busy Shopping Street containing a wide range of retail amenities and services which serve the surrounding predominantly residential catchment area. The property has been used as a hot food Takeaway with storage accommodation to the first floor over.

Lease Information

The property is currently let on a Full Repairing and Insuring Lease for a term of 15 years which commenced on 25th March 2004 and at a current rental of £8,000 per annum (rent review due on 25th March 2014)

Accommodation

Ground Floor

Retail Area fitted out as a hot food Takeaway with roller shutter door, ancillary accommodation to rear comprising of Food Preparation Area and WC facilities

First Floor

Storage Accommodation

Net Internal Area

Ground Floor: 53.05sq.mtrs (571sq.ft)
First Floor: 27.5sq.mtrs (296sq.ft)

LOT 53

105 Alum Rock Road, Birmingham B8 1ND

Property Description

A mid terraced two storey retail shop of traditional brick construction surmounted by a pitched tile clad roof, directly fronting Alum Rock Road which comprises of a busy Shopping Street containing a wide range of retail amenities and services which serve the surrounding predominantly residential catchment area.

The property is currently let trading as Habz Barbers/Embassy Cars on a Full Repairing and Insuring Lease for a term of 9 years which expires on 24th March 2018 and at a current rental of £7,000 per annum (rent review due 25th March 2012)

Accommodation

Ground Floor

Retail Area currently used as a Barbers Shop leading through to offices used in connection with a Taxi business, Lobby and Toilet Facilities

Basement Accommodation

(Not Inspected)

First Floor

Ancillary/Storage Accommodation

Net Internal Area

Ground Floor: 47.6sq.mtrs (512sq.ft)
First Floor: 35.85sq.mtrs (386sq.ft)

Freehold Investment



Planning

Planning Consent (Ref: 2003/04671/PA) was granted on 20th September 2003 for change of use of the Ground Floor to Fast Food Takeaway (Use Class A3) with eating area and use for the First Floor as a Staff Rest Area

Planning Consent (Ref: 2004/05684/PA) was granted subject to conditions on 18th October 2004 for the construction of a Rear External Staircase

Legal Documents

Available at
www.cottons.co.uk

Viewings

Via Cottons
0121 247 2233



Freehold Investment



Planning

Planning Consent (Ref: 2009/03032/PA) was granted subject to conditions on 9th September 2009 for change of use of the First Floor to provide a Private Hire Booking Office and change of use of the Ground Floor Offices to a Barber's Shop

Legal Documents

Available at
www.cottons.co.uk

Viewings

Via Cottons
0121 247 2233



LOT 54

111 Alum Rock Road, Birmingham B8 1ND

Property Description

A mid terraced two storey retail shop of traditional brick construction surmounted by a pitched tile clad roof, directly fronting Alum Rock Road which comprises of a busy Shopping Street containing a wide range of retail amenities and services which serve the surrounding predominantly residential catchment area.

Lease Information

The property is currently let on a Full Repairing and Insuring Lease for a term of 10 years which commenced on 25th March 2009 and at a current rental of £10,000 per annum (Rent review due on 25th March 2014)

Accommodation

Ground Floor

Retail Shop, Two Rear Storage Rooms and Toilet Facilities

First Floor

Ancillary/Storage Accommodation

Net Internal Areas

Ground Floor: 83sq.mtrs (893sq.ft)

First Floor: 45sq.mtrs (484sq.ft)

Planning

Planning consent was granted (Ref: 2004/03560/PA) subject to conditions on 1st August 2004 for change of use from General Retail (Use Class A1) to Hot Food Takeaway (Use

Freehold Investment



Class A3) along with the installation of an External Extraction Flue. We are unable to confirm if this consent was activated and may now have lapsed. All interested parties should contact the Local Planning Department at Birmingham City Council prior to bidding, to clarify this matter.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 55

Freehold Vacant Possession

209 Station Road, Stechford, Birmingham, West Midlands, B33 8BB

Property Description

A mid terraced, three storey commercial unit of traditional brick construction, surmounted by a pitched roof. The property is presently sub-divided to provide a Ground Floor lock-up shop together with a self contained flat to the First and Second floor over.

The property is located amongst a parade of similar units in a busy local shopping district serving Stechford and the surrounding areas and is set back off Station Road behind a service road with shopper car parking. Station Road itself runs between Stoney Lane and Stechford Lane.

Accommodation

Ground Floor

Retail Shop 38.8sq.m. (417sq.ft.)

Rear Office 9.7sq.m. (104sq.ft.)

Separate WC and Wash Room

First Floor

Self contained Entrance at rear to Ground Floor Hallway, Stairs and



Landing, Living Room, Kitchen, Bathroom, Bedroom 1

Second Floor

Two further Attic Rooms

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





212 Warwick Road, Sparkhill, Birmingham B11 2NB

Property Description

A traditional mid terraced retail unit of brick construction surmounted by a pitched slate clad roof, having a substantial single storey extension to the rear and a separate flat located over. The property forms part of a parade of various retail units set back from Warwick Road (A41) behind a service road which provides useful vehicular parking. The property has recently undergone a number of improvements including re-wiring, some re-plastering and tiling, the provision of gas fired central heating and in addition, the flat benefits from UPVC double glazed windows and new access stairs located to the rear.

Planning

The property was granted planning consent from Birmingham City Council on 8th October 2009 (ref: 2009/03210/PA) for change of use from Financial and Professional Services (Use Class A2) to Restaurants and Cafes (Use Class A3) and use of the rear extension as a preparation area with external staircase to rear and installation of a roller shutter to the front.

A copy of the planning consent and associated documentation is available from either the Auctioneers or Birmingham City Council website: www.birmingham.gov.uk/planningonline

Accommodation Ground Floor

Retail Shop/Restaurant Premises: 92.58sq.mtrs (996sq.ft) with electric roller shutter protection to front and rear, Cloak Room with wc and wash basin and tiling to part walls and floor

First Floor

External Stair Access at rear to:

Separate Flat

Reception Hall/Dining Area, Shower Room with modern fittings comprising glazed shower enclosure, vanity wash basin and wc, Kitchen, Landing, Bedroom and Lounge

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





418/420/422 Moseley Road, Balsall Heath, Birmingham, B12 9AT

Property Description

A substantial mixed commercial and residential investment opportunity located on Moseley Road, Balsall Heath. There are 3 terraced commercial units with 6 self contained flats over and to the rear. The property is currently fully let producing a rental of £55,140.00 per annum. The property itself is located on Moseley Road virtually opposite the junction with Vincent Street.

Accommodation 418 Moseley Road

Ground Floor

Retail Shop

7.05m x 3.7m = 26.0sq.m. (280sq.ft.)

Residential Accommodation

Flat 1 (First Floor)

Stairs and Landing, Living Room, Kitchen, Bathroom, Three Bedrooms

Flat 2 (Second Floor)

Stairs and Landing, Living Room, Kitchen, Bathroom, Two Bedrooms

420 Moseley Road

Ground Floor

Retail Shop

6.4m x 5.29 = 33.8sq.m. (364sq.ft.)

Rear Stores/Office

3.53m x 1.57m = 5.5sq.m. (59sq.ft.)

422 Moseley Road

Ground Floor

Serving Area with fitted counter

Kitchen

4.84m x 4.02m = 19.4sq.m. (209sq.ft.)

420/422 Moseley Road

Residential Accommodation

Flat 1

Stairs and Landing, Living Room, Kitchen, Bathroom, Three Bedrooms

Flat 2

Stairs and Landing, Living Room, Kitchen, Bathroom, Two Bedrooms

Flat 3

The auctioneers have been unable to gain access, but we are informed by the vendor that the accommodation comprises of; Living Room, Kitchen, Bathroom, Bedroom

Flat 4

Entrance Hall, Living Room, Kitchen, 2 No. Shower Rooms, Bedroom

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Tenancy Information

Address	Use	Bedrooms	Let From	Term	Rental p.a.
418 Moseley Road (Shop)	A1 Retail – Newsagent	N/A	1/5/2010	3 Years	£6,000
418 Moseley Road (Flat 1)	Residential	3	AST	AST	£5,400
418 Moseley Road (Flat 2)	Residential	2	AST	AST	£3,840
420 Moseley Road (Shop)	A1 Retail – Sign maker	N/A	15/5/2009	3 Years	£9,000
420/2 Moseley Road (Flat 1)	Residential	3	AST	AST	£5,700
420/2 Moseley Road (Flat 2)	Residential	2	AST	AST	£5,100
420/2 Moseley Road (Flat 3)	Residential	1	AST	AST	£5,400
420/2 Moseley Road (Flat 4)	Residential	1	AST	AST	£5,400
422 Moseley Road (Shop)	A5 Fast Food	N/A	1/4/2010	5 Years	£9,300
				Total	£55,140





48 Tryan Road, Nuneaton, Warwickshire CV10 8AT

Property Description

A semi detached house of rendered brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC replacement windows and ample off road parking located to the rear. The property is set well back from the road behind a lawned foregarden and occupies a large plot with side garden which may provide scope for future redevelopment. Tryan Road leads off Tomkinson Road and the property is located within approximately one mile distance to the west of Nuneaton Town Centre.

Planning

The side garden may provide scope for future extension of the existing dwelling or construction of an additional dwelling, subject to obtaining planning consent and all interested parties should make their enquiries in this respect prior to bidding, by contacting the local planning department at Nuneaton and Bedworth Borough Council



Accommodation

Ground Floor

Entrance Hall, Lounge opening to Extended Sitting Room, Dining Room, Kitchen with Pantry Cupboard, Lobby with Separate WC and brick built store, Covered Side Yard/Veranda

First Floor

Stairs and Landing, Bedroom One, Bedroom Two, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc intercommunicating with Bedroom Three

Outside

(Front) Partly lawned front and side garden

(Rear) Large Yard with concrete/paved hard standing and gated vehicular access to a cul-de-sac which leads off Blackatree Road

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



60 Stanley Street, Bloxwich, Walsall WS3 3EQ

Property Description

An end terraced house of brick construction surmounted by a tiled roof set back from the road behind a lawned garden and block paved driveway allowing for off road parking. The property benefits from having part double glazed windows and does require some modernisation and improvement with the exception of the downstairs shower room that has been completely modernised. Stanley Street is located off both Victoria Avenue and Booth Street and is within a quarter of a mile distance from Bloxwich High Street.

Accommodation

Ground Floor

Entrance hallway, lounge, kitchen, shower room having double walk in shower and wash basin, separate WC, stairs to

First Floor

landing and three bedrooms



Outside

(Front) Paved driveway and lawned garden

(Rear) Garden.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Freehold Residential Property For Sale by Instruction of the Mortgagees (Not In Possession)

13 Jutland Road, Billesley, Birmingham B13 0TY

Property Description

A mid terraced property of traditional brick construction surmounted by a pitched tile clad roof and being located in a well established residential area adjacent to Swanhurst Park with nearby access to Swanhurst Lane (B4146) and Brook Lane (A4040).

Accommodation

The Auctioneers have been unable to inspect the property internally and all interested parties should make their own enquiries in the respect.

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 arrangement will be available for viewings/surveys/valuations either



before or after the auction sale and all interested parties bid for the property on this basis.

Legal Documents

Available at www.cottons.co.uk

Viewings

None Available





8 Granshaw Close, Kings Norton, Birmingham, B38 8RA

Property Description

A link detached property of brick construction surmounted by pitched tile clad roof set back from the road behind a paved foregarden allowing for offroad parking. The property benefits from having UPVC double glazed windows and gas fired central heating and is offered for sale in presentable condition. Granshaw Close is a cul-de-sac located off the Redditch Road (A441) and is set in an established residential area.

Accommodation

Ground Floor

Entrance porch, lounge, dining room, kitchen, utility room and converted garage. Stairs to

First Floor

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

Outside

(Front) Front paved foregarden allowing for offroad parking.

(Rear) Lawned garden.

Leasehold Information

Term: 99 Years from the 25 December 1952

Ground Rent: £14 per Annum

Legal Documents

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Viewings

Via Cottons – 0121 247 2233

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Freehold Residential Property For Sale by Instruction of the Mortgagees (Not In Possession)



Majestic House, Sedgley Road West, Tipton, West Midlands, DY4 8AB

Property Description

A Semi Detached property of traditional brick construction surmounted by a pitched tile clad roof and being located in an elevated position behind a driveway providing off road parking on Sedgley Road West. Sedgley Road West (A457) runs directly between Tipton and Sedgley and provides access to Birmingham New Road (A4123) near by.

Accommodation

The Auctioneers have been unable to inspect the property internally and all interested parties should make their own enquiries in the respect.

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

Legal Documents

Available at www.cottons.co.uk

Viewings

Viewings – None Available

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 17th February 2011** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





**52 Kings Road, Sutton Coldfield,
West Midlands, B73 5AF**

Property Description

A semi detached property of brick construction surmounted by a hipped tiled clad roof set back from the road behind a gravelled and paved foregarden. The property benefits from having been extended to the rear, UPVC double glazing, gas fired central heating and is offered for sale in presentable condition throughout. The property further benefits from having offroad parking to the rear accessed via a service road. Kings Road is located off Chester Road (A452) and Jockey Road (B4149).

**Accommodation
Ground Floor**

Entrance porch, entrance hallway, lounge, kitchen, dining room and conservatory, WC and stairs to

First Floor

Having three bedrooms and bathroom with panelled bath, washbasin and WC and shower cubicle.

Outside

(Front) Gravelled and paved foregarden.

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

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





7 Hardwicke Avenue, Stourbridge, West Midlands, DY9 7NS

Property Description

A semi detached property of brick construction, surmounted by a hipped tile clad roof and providing well laid out accommodation including modern Kitchen and Bathroom fittings. In addition, the property benefits from upvc Double Glazing and gas fired Central heating. Hardwicke Avenue itself is located in a well established residential area accessed off Pedmore Road (A4036), approximately one mile to the East of Stourbridge Town Centre.

Accommodation

Ground Floor

Reception Hall, Living Room, Modern Kitchen/Diner

First Floor

Stairs and Landing, Three Bedrooms and Bathroom

Outside

(Front) – Walled foregarden with driveway providing off road parking for several vehicles

(Rear) – Lawned garden

Legal Documents

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Viewings

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Flats 1, 6, 10, 11 & 12 Woodlands Court, Wood Street, Kettering NN16 9SD

Property Description

Five self contained one bedroom flats situated in Woodlands Court which comprises of a former factory premises converted approximately 20 years ago to a range of self contained flats and benefiting from courtyard parking located to the rear of the main development. The properties are located within less than a mile distance from Kettering Town Centre which provides access to a wide range of retail amenities and services and Kettering itself is located off the A14 Trunk Road, within approximately ten miles distance to the north of Northampton Town Centre and approximately fifteen miles distance from the M1/M6 Motorway intersection (M1 junction 19).

Accommodation

Flat One

Ground Floor

Private Entrance Hall, Open Plan Lounge/Kitchen, Bedroom, Bathroom with bath, wash basin and wc and benefiting from UPVC double glazed windows, modern kitchen and bathroom fitments

Flat Six

First Floor

External Stair Access to Private Entrance Hall, Kitchen, Lounge, Lobby, Bathroom with bath, wash basin and wc, Bedroom and benefiting from UPVC double glazed windows and part electric storage heating

Flat Ten

First Floor

External Steel Staircase to Shared Entrance Hall, Private Entrance Hall, Open Plan Lounge/Kitchen, Bedroom, Bathroom with bath, wash basin and wc and benefiting from UPVC double glazed windows and part electric storage heating

Flat Eleven

First Floor

External Staircase, Private Entrance Hall, Bathroom with bath, wash basin and wc, Bedroom and Open Plan Lounge/Kitchen and benefiting from UPVC Double Glazed Windows

Flat Twelve (Not Inspected)

Ground Floor

We understand the accommodation comprises: Shared Entrance Hall, Lounge/Kitchen, Bathroom and Bedroom



Leasehold Information

Name of Property	Lease Commencement Date	Lease Term	Ground Rent
Flat 1 Woodlands Court	25.10.2001	99 years	£50 per year
Flat 6 Woodlands Court	22.08.1988	99 years	£40 per year
Flat 10 Woodlands Court	23.11.2001	99 years	£90 per year
Flat 11 Woodlands Court	26.10.2001	99 years	£50 per year
Flat 12 Woodlands Court	26.10.2001	99 years	£90 per year

Outside

Courtyard Parking Area

Viewings

Via Cottons – 0121 247 2233

Legal Documents

Available at www.cottons.co.uk



COTTONS
THE AUCTIONEERS





43 Bywater House, Paddock, Off Bott Lane, Walsall WS1 2HL

Property Description

A very presentable and well laid out flat situated on the 10th floor of a purpose built block, benefiting from UPVC double glazed windows, security door entry system, electric heating and modern kitchen fitments. The property is situated at the junction of Bott Lane and Union Street, set back behind a residents car parking area and conveniently within less than one quarter of a mile distance from the Town Centre which contains a wide range of retail shops and amenities.

Accommodation

Ground Floor

Communal Entrance with Security Door Entry System and lift access to:

10th Floor

Reception Hall/Landing Area with four store cupboards, Bathroom with

panelled bath having electric shower over, vanity wash basin, Separate WC, Two Double Bedrooms, Lounge with Balcony, Dining Kitchen with a range of modern fitted units

Outside

Communal gardens and car parking area

Leasehold Information

Term: From 8 December 2003 to 25 March 2004 and thereafter for 125 years

Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





15 Tamworth Street, Lichfield, Staffordshire, WS13 6JP

Property Description

A substantial terraced commercial unit, of traditional brick construction surmounted by a pitched roof and being located in the busy commercial centre of Lichfield City. The property provides well laid out accommodation over three floors with a Net Internal Area of approximately 157.8sq.m. (1,698sq.ft.), comprising of a Ground Floor Retail Shop with self-contained First Floor accommodation over, accessed via a separate doorway off Tamworth Street, and being known as 15a Tamworth Street.

The property itself is located on Tamworth Street close to the junction with Bore Street. Occupiers on Tamworth Street and Bore Street include Millets, Julian Graves, Dollond and Aitchison, Halifax Bank, Burton Menswear and Cafe Nero.

Accommodation

15 Tamworth Street

Ground Floor

Retail Shop 83.9sq.m. (903sq.ft.)
Kitchen and Separate WC

15a Tamworth Street

First Floor

Stairs and Landing
Room 1 30sq.m. (322sq.ft.)
Room 2 17.9sq.m. (192sq.ft.)
Kitchen/Staff Room and Separate WC

Second Floor

Room 3 26sq.m. (279sq.ft.)

Legal Documents

Available at www.cottons.co.uk

Viewings

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COTTONS
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68 Reddal Hill Road, Cradley Heath, West Midlands B64 5JT

Property Description

A traditional built three storey property of predominantly brick construction surmounted by an interlocking tile clad roof and having a single storey wing to the rear with a tile clad roof. The property comprises of a ground floor café premises along with a self contained flat to the first and second floors over. The property forms part of a parade of local retail shops which directly front Reddal Hill Road and is located directly between Cradley Heath and Old Hill Town Centres.

Accommodation

Ground Floor

Café Premises with a Dining Area and Servery, Kitchen, Preparation Room, Lobby with Separate WC and Store Room with wash basin

Gross Internal Area: 57.18sq.mtrs
(615sq.ft)

Self Contained Flat

Shared Pedestrian Entry Access to Rear Yard, External Steel Staircase to First Floor

First Floor

Entrance Hall, Landing, Double Bedroom, Cloakroom with wash basin and wc, Bathroom with panel bath and pedestal wash basin, Kitchen with range of fitted units, Lounge

Second Floor

Stairs and Landing, Loft Room (boarded and plastered with velux windows)

Outside

Yard Area with External WC and Separate Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Freehold Residential Property For Sale by Instruction of the Mortgagees (Not In Possession)

**112 Markby Road,
Winson Green,
Birmingham
B18 4PN**

Property Description

A mid terraced property of traditional brick construction surmounted by a pitched roof set back from the road behind a walled foregarden. The property itself is located on Markby Road which runs between Handsworth New Road and Bacchus Road.

Accommodation

The Auctioneers have been unable to inspect the property internally and all interested parties should make their own enquiries in the respect.



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

Legal Documents

Available at www.cottons.co.uk


Viewings

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--- Legal Documents Online ---



Legal Documents


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

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Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit. _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

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

Cottons

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