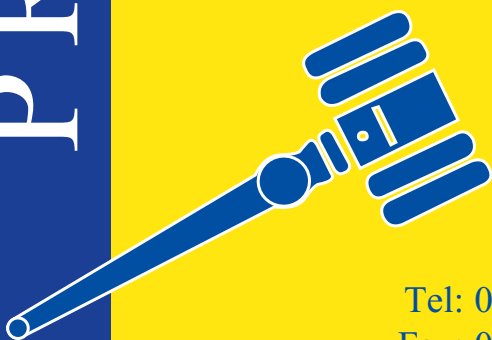


PROPERTY AUCTION

Cottons
Chartered Surveyors

**WEDNESDAY
6TH APRIL 2011
AT 11.00 AM**

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



Tel: 0121 247 2233
Fax: 0121 247 1233
E-mail: auctions@cottons.co.uk

IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

CONDITION OF SALE

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

AUCTIONEERS ADVICE

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

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

FOOTNOTE

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

Auction Sale

79 LOTS

Comprising of a range of Residential and Commercial Vacant and Investment properties along with Freehold Land, Freehold Development sites and Freehold Building Plots, Public Houses and Freehold mixed Investments including a Vacant Hotel.

- 6 Freehold Commercial Investment
- 2 Freehold Development Land
- 3 Freehold Land
- 2 Freehold Building Plot
- 7 Freehold Residential Investment
- 10 Freehold Vacant Commercial
- 33 Freehold Vacant Residential
- 2 Leasehold Residential Investment
- 1 Leasehold Vacant Commercial
- 8 Leasehold Vacant Residential
- 2 Leasehold Commercial Investment
- 1 Leasehold Public House
- 1 Freehold Public House
- 1 Freehold Mixed Investment with Vacant Hotel

ORDER OF SALE

Lot Property

1.	12 LINDEN ROAD, SMETHWICK	Freehold Vacant Residential
2.	33 MOXLEY ROAD, DARLASTON	Freehold Vacant Residential
3.	159A WORLDS END LANE, QUINTON	Leasehold Investment
4.	FLAT E. 24 HIGH STREET, LYE	Leasehold Vacant Residential
5.	92A THE FORDROUGH, WEST HEATH	Freehold Vacant Residential
6.	2 FOURLANDS ROAD, NORTHFIELD	Freehold Investment
7.	137 ST. BENEDICTS ROAD, BIRMINGHAM	Freehold Vacant Residential
8.	61 RONALD ROAD, BORDESLEY GREEN	Freehold Vacant Residential
9.	24 BOSCOMBE ROAD, TYSELEY	Freehold Vacant Residential
10.	62 FRIEZLAND LANE SHIRE OAK, WALSALL	Freehold Vacant Residential
11.	91 TEDBURY CRESCENT, ERDINGTON	Leasehold Vacant Residential
12.	FLAT 8 ALDER COURT, 355 HAUNCH LANE	Leasehold Vacant Residential
13.	28 WOBURN CRESCENT, GREAT BARR,	Leasehold Vacant Residential
14.	1 -5 SELMAN'S PARADE, SELMANS HILL	Freehold Commercial Investment
15.	1A MEMBURY ROAD, WASHWOOD HEATH	Freehold Vacant Residential
16.	LAND AT JUNCTION OF BEDDOE CLOSE	Freehold Building Plot
17.	23 CROWTHER STREET, WOLVERHAMPTON	Freehold Vacant Residential
18.	1A STATION ROAD, BILSTON	Leasehold Investment
19.	FEATHERSTONE FARM HOTEL, NEW ROAD	Freehold Commercial Investment
20.	31-33 SILVER BIRCH ROAD, ERDINGTON	Freehold Vacant Residential
21.	58 GLENWOOD ROAD, KINGS NORTON	Freehold Vacant Residential
22.	125 CLARENCE ROAD, HANDSWORTH	Freehold Vacant Residential
23.	22 HARNALL LANE WEST, COVENTRY	Freehold Vacant Residential
24.	42 HARNALL LANE WEST, COVENTRY	Freehold Vacant Residential
25.	CONTROL HOUSE, SHAFTESBURY STREET	Freehold Vacant Commercial
26.	9 WARSTONE TERRACE, HANDSWORTH	Freehold Residential Investment
27.	FLAT 171 ULLERIES ROAD, SOLIHULL	Leasehold Vacant Residential



28.	UNIT 10 JOHN STREET, WILLENHALL	Freehold Development Land
29.	FLAT 7A STATION ROAD, HEDNESFORD	Leasehold Investment
30.	UNIT 1, 124 - 132 ALUM ROCK ROAD	Leasehold Commercial Investment
31.	UNIT 2, 124 - 132 ALUM ROCK ROAD	Leasehold Vacant Commercial
32.	106 ALUM ROCK ROAD, BIRMINGHAM	Freehold Commercial Investment
33.	1A HALLCHURCH ROAD, DUDLEY	Freehold Vacant Commercial
34.	163 COLE HALL LANE, STECHFORD	Freehold Part Vacant Commercial
35.	30 JAMES ROAD, TYSELEY, BIRMINGHAM	Freehold Vacant Commercial
36.	6 CHELSEA HOUSE, CHILVERS GROVE	Leasehold Residential Investment
37.	21 SHAFTESBURY STREET, WEST BROM	Leasehold Vacant Residential
38.	LAND TO THE R/O 11-15 GENGE AVENUE	Freehold Development Land
39.	37 COVENTRY ROAD, COLESHILL	Freehold Vacant Residential
40.	39 PARKFIELD ROAD, COLESHILL	Freehold Vacant Residential
41.	THE CORNER HOUSE, 47 HIGH STREET	Freehold Vacant Commercial
42.	THE COOPERS ARMS, SOMMERFIELD RD	Leasehold Vacant Commercial
43.	160 DUDLEY ROAD, WINSON GREEN	Freehold Commercial Investment
44.	158 DUDLEY ROAD, WINSON GREEN	Freehold Commercial Investment
45.	114 ALBERT ROAD, STECHFORD	Freehold Residential Investment
46.	46 WOLVERHAMPTON STREET, DUDLEY	Freehold Vacant Commercial
47.	27 HALL STREET, BILSTON, WEST MID	Freehold Vacant Commercial
48.	17 LANGLEY DRIVE, CASTLE BROMWICH	Leasehold Vacant Commercial
49.	14 NORWOOD GROVE, BIRMINGHAM,	Freehold Vacant Residential
50.	34 HARDEN ROAD, WALSALL,	Freehold Vacant Residential
51.	210 HALESOWEN ROAD, OLD HILL	Freehold Commercial Investment
52.	3 ROMAN WAY, DORDON, TAMWORTH	Freehold Residential Investment
53.	BUTLERS COTTAGE, THE GRANGE	Freehold Vacant Residential
54.	76 SAVOY CLOSE, HARBORNE, BIRMIN	Leasehold Vacant Residential
55.	13 RENTON ROAD, WOLVERHAMPTON	Freehold Vacant Residential
56.	23 WORCESTER STREET, KIDDERMINSTER	Freehold Vacant Commercial
57.	LAND REAR OF 143 LINCOLN ROAD NORTH	Freehold Land
58.	LAND AT R/O 233,235 & 237 HOLLY LANE	Freehold Building Plot
59.	26 TAME ROAD, BIRMINGHAM	Freehold Vacant Commercial
60.	33 WILLINGSWORTH ROAD, WEDNESBURY	Freehold Residential Investment
61.	36A, 36B AND 38 CECIL ST, STOURBRIDGE	Freehold Ground Rent
62.	LAND BEHIND IVY HOUSE RD, ROWLEY	Freehold Land
63.	LAND BEHIND KENFORD CLOSE, ROWLEY	Freehold Land
64.	39 NORTH STREET, DUDLEY	Freehold Vacant Residential
65.	40 NORTH STREET, DUDLEY	Freehold Vacant Residential
66.	3 CAMBERLEY, BEACON VIEW ROAD	Leasehold Vacant Residential
67.	11 CROWN CLOSE, BROMSGROVE	Freehold Commercial Premises
68.	8 ELIZABETH MEWS, TIVIDALE, OLDBURY	Freehold Vacant Residential
69.	143 OSBORN ROAD, SPARKBROOK	Freehold Vacant Residential
70.	119 LIME STREET, WOLVERHAMPTON	Freehold Vacant Residential
71.	41 ETTINGSALL ROAD, BILSTON	Freehold Vacant Residential
72.	130 DUDLEY ROAD EAST, OLDBURY	Freehold Vacant Residential
73.	934 PERSHORE ROAD, SELLY PARK	Freehold Vacant Residential
74.	42 & 42A COMMONSIDE, BRIERLEY HILL	Freehold Part Vacant/Part Investment
75.	9 SEYMOUR ROAD, WOLLESCOTE	Freehold Vacant Residential
76.	37 CHEDDAR ROAD, BALSALL HEATH	Leasehold Vacant Residential
77.	38 ALEXANDER ROAD, BIRMINGHAM	Freehold Residential Investment
78.	39A SUMMERFIELD CRESCENT, EDG	Freehold Vacant Residential
79.	34 MILLFIELD ROAD , HANDSWORTH WOOD	Freehold Vacant Residential

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

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Auction Manager Sue Worrall

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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.



LOT 1**Freehold Vacant Possession****12 Linden Road
Birmingham B66 4DY****Property Description**

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved fore-garden. The property benefits from having part UPVC double glazing. Linden Road is located off Bearwood Road (A4030) and the property is within walking distance to the main shops and amenities located in Bearwood.

Accommodation**Ground Floor**

Entrance hallway, lounge, dining room, kitchen

First Floor

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

Outside

(Front) Paved fore-garden
(Rear) Garden

**Legal Documents**

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

LOT 2**Freehold Vacant Possession****33 Moxley Road, Darlaston,
Wednesbury, West Midlands WS10 7RE****Property Description:**

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and external doors, gas fired central heating and three bedrooms but requiring some cosmetic upgrading. Moxley Road (A4038) forms part of an established area and leads directly off Black Country New Road (A41) conveniently within approximately half a mile distance from Darlaston Shopping Centre.

Accommodation:**Ground Floor:**

Front Reception Room, Inner Hall with Cellar Access, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with a walk-in bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Walled foregarden

(Rear) Paved yard with brick stores and garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





159a Worlds End Lane, Quinton, Birmingham B32 1JX

Property Description:

A well laid out purpose built flat situated over a retail shop forming part of a parade which is set back from the road behind a forecourt. The property is of brick construction with a pitched tile clad roof and Worlds End Lane forms part of an established residential area which leads via Clive Road off Hagley Road West (A456) and via Firsby Road off West Boulevard (B4121). The property benefits from wall mounted electric heating and UPVC double glazed windows. The property is currently let on an Periodic Assured Shorthold Tenancy at a rental of £375 per calendar month (£4,500 per annum).

Accommodation:

Ground Floor:

Entrance Hall and Stairs

First Floor:

Landing, Living Room, Kitchen, Two Bedrooms and a Shower Room with WC

Leasehold Information:

Term: 99 years from 6 December 1991

Ground Rent: £30 per annum

Service Charge: Refer to legal pack

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 26th May 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.



**Flat E 24 High Street
Lye, Stourbridge
West Midlands DY9 8LB**

Property Description

A one-bedroom flat situated on the second floor of a brick built building located on Lye High Street. The property consists of a retail unit to the ground floor with flats to the first and second although only the second floor flat is offered for sale. The flat benefits from having UPVC double glazing and central heating. The flat is located on Lye High Street (A458) which provides a wide range of shops and amenities as well as direct access to both Stourbridge and Halesowen shopping centres.

Accommodation

Ground Floor

Communal entrance to the rear of the property and stairs to

Second Floor

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



Leasehold Information

Term: 99 Years from 1 September 1990
Ground rent: £5 rising to £100
Service charge: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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92A The Fordrough, West Heath, Birmingham B31 3LU

Property Description:

A semi detached bungalow of brick construction surmounted by a hipped tile clad roof providing presentable and well laid out accommodation benefiting from gas fired central heating, UPVC double glazed windows, modern kitchen fitments, conservatory, off road parking and garage. The Fordrough forms part of an established residential area and is located off West Heath Road. Northfield Railway Station is located within approximately three quarters of a mile distance and Northfield Shopping Centre is within approximately one and a quarter miles distance providing access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall, Two Double Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc, Breakfast Kitchen with a range of modern fitted units, UPVC Double Glazed Conservatory and Lounge

Outside:

(Front) Block paved driveway providing off road parking, lawned foregarden and garage with pedestrian side access leading to rear

(Rear) Block paved patio and terraced garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





2 Fourlands Road, Northfield, Birmingham, B31 1EX

Property Description:

A semi detached property of brick construction, surmounted by a pitched roof and benefitting from gas fired central heating, upvc double glazing, four bedrooms and off road parking to the front. The property is currently let on an Assured Shorthold Tenancy at a rental of £525.00 per calendar month (£6,300 per annum)

Accommodation:

Ground Floor:

Reception Hall, Separate WC, Reception Room 1, Reception Room 2, Kitchen/Diner

First Floor:

Stairs and Landing, Four Bedrooms, Bathroom

Outside:

(Front) Driveway provided off road parking with lawned garden

(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

137 St.Benedicts Road Small Heath Birmingham B10 9DS

Property Description

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property does require modernisation and improvement. The property is located on St.Benedicts Road between Somerville and Coventry Road.

Accommodation

Ground Floor

Lounge, Dining Room, Kitchen

First Floor

Two bedrooms and bathroom having panelled bath wash basin and WC. Box room (bedroom three).

Outside

(Front) Walled fore-garden

(Rear) Garden



Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 8**Freehold Vacant Possession**

**61 Ronald Road
Bordesley Green
Birmingham B9 4UL**

Property Description

A mid-terraced property of brick constructions surmounted by a tiled roof set back from the road behind a walled fore-garden. The property requires modernisation and improvement throughout. Ronald Road is located off Bordesley Green Road (B4145).

Accommodation**Ground Floor**

Lounge, dining room and kitchen

First Floor

Two bedrooms and bathroom having panelled bath washbasin and wc.

Outside

(Front) Walled fore-garden

(Rear) Garden

**Legal Documents**

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

LOT 9**Freehold Vacant Possession**

**24 Boscombe Road,
Tyseley, Birmingham
B11 3RJ**

Property Description

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating. Boscombe Road leads off Warwick Road (A41) and the property is conveniently located within approximately one mile distance from both Sparkhill and Acocks Green Shopping Centres.

Accommodation**Ground Floor**

Front Reception Room, Rear Reception Room, Kitchen

First Floor

Stairs and Landing, Bedroom One, Bedroom Two intercommunicating with Bathroom having modern suite comprising panelled bath, pedestal wash basin and wc

**Outside**

(Front) Walled foregarden

(Rear) Yard, brick wc and lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





62 Friezland Lane Shire Oak, Walsall West Midlands WS9 7AA

Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned fore-garden and driveway giving access to garage and allowing for off road parking. The property benefits from having double glazed windows and gas fired central heating. Friezland Lane is located off both Brownhills Road (B4152) and the Chester Road (A452). The property is within approximately half a miles distance from Brownhills High Street.

Accommodation:
Ground Floor:

Entrance porch, entrance hallway, lounge/dining room, kitchen, utility room and garage.

First Floor:

Three bedrooms and bathroom having panelled bath washbasin and wc

Outside:

(Front) Lawned garden and driveway giving access to garage

(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

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

Acceptable payment methods are as follows:

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

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

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





91 Tedbury Crescent, Erdington, West Midlands B23 5NG

Property Description

A semi detached house of brick construction surmounted by a pitched tile clad roof providing well laid out accommodation, benefiting from UPVC double glazed windows, gas fired central heating and modern fitted kitchen units. Tedbury Crescent forms part of an established residential area located off Court Farm Road which in turn leads off Short Heath Road and the property is conveniently located within less than one mile distance from both Erdington Railway Station and Erdington High Street which provides access to a wide range of retail amenities and services.

Outside

(Front) Lawned foregarden with pedestrian side access to rear
(Rear) Lawned garden

Leasehold Information

Lease Term: 99 years from 1st May 1988
Ground Rent: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Entrance Hall, Lounge, Full Width Dining Kitchen with extensive range of modern fitted units, Inner Hall

First Floor

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



I M P O R T A N T N O T I C E

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 8 Alder Court, 355 Haunch Lane, Kings Heath, Birmingham B13 0PS

Property Description:

A well laid out ground floor apartment forming part of an attractive modern purpose built three storey development and benefiting from double glazed windows, electric heating, security door entry system, two bedrooms and allocated car parking space.

The property forms part of a gated courtyard development located directly off Haunch Lane close to the junction with Yardley Wood Road and conveniently within approximately one mile distance from Kings Heath High Street which provides access to a wide range of retail amenities and services.

Accommodation

Ground Floor

Communal Entrance Hall with Security Door Entry System, Reception Hall, Lounge/Dining Room, Open Plan Kitchen with a range of modern fitted units, Bedroom One, Bedroom Two, Bathroom with panelled bath having

shower attachment, pedestal wash basin and wc

Outside

Courtyard with secure gated access, allocated car parking and communal gardens

Leasehold Information

Term: 999 years from 1st January 2002

Ground Rent & Service Charge: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





28 Woburn Crescent, Great Barr, Birmingham B43 6AX

Property Description:

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

Accommodation:

Ground Floor:

Communal Entrance Hall with Security Entry Door System, Reception Hall, Lounge with French door to a Small Balcony, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc, Two Bedrooms

Outside:

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

Leasehold Information:

Term: 99 years which commenced on 25th December 1973

Ground Rent & Service Charge: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



ADMINISTRATION FEE

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

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





Selman's Parade, Selman's Hill, Walsall, WS3 3RN

Property Description:

A substantial detached building, located behind a private slip-road with car parking and currently comprising of four shops (3 No. single and 1 No. double) together with six self contained flats (4 No. 3 bed duplex, 1 No. 2 bed and 1 No. 1 bed). There is car parking to the front of the site and a surfaced yard to the rear of the building, providing further car parking with 5 garages.

The building is currently part let producing at total rental income of £50,648 per annum, but with scope to increase this figure by letting the vacant flats and garages.

The property is located off Selman's Hill, close to the junction with Lichfield Road, approximately 2.5 miles to the North of Walsall Town Centre. The nearest Motorway junction is also located approximately 2.5 miles to the South West.

Accommodation:

Ground Floor Retail Shops:
1-2 Selman's Parade (Reuben's)
 Double Retail Unit
 80.2sq.m. (864sq.ft.)

Staff Room and WC

3 Selman's Parade (Kool Kuts)*
 Retail Unit with Staff WC
 41.1.sq.m. (443sq.ft.)

4 Selman's Parade (Beverley Janes Chiroprapist)*
 Two partitioned Rooms
 41.1.sq.m. (443sq.ft.)

5 Selman's Parade (Butterflies)
 Retail Unit with Staff WC
 41.1sq.m. (443sq.ft.)

*Units 3 and 4 have not been internally inspected by the Auctioneers, but we are informed the vendor that the unit's sizes are identical to that of Unit 5.

Residential Flats

Flat 1a Selman's Parade

First Floor

Access at rear, Stairs and Landing, Kitchen, Living Room

Second Floor

Three Bedrooms, Bathroom

Flat 2a Selman's Parade

First Floor

Access at rear, Stairs and Landing, Kitchen, Living Room

Second Floor

Three Bedrooms, Bathroom

Flat 3a Selman's Parade

First Floor

Access at rear, Stairs and Landing, Kitchen, Living Room

Second Floor

Three Bedrooms, Bathroom

Flat 4a Selman's Parade

First Floor

Access at rear, Stairs and Landing, Kitchen, Living Room

Second Floor

Three Bedrooms, Bathroom

Flat 5a Selman's Parade

First Floor

Access at rear, Stairs and Landing, Living Room/Kitchen, Bedroom with En-Suite

Flat 6a Selman's Parade

Second Floor

Access at rear, Stairs and Landing, Living Room/Kitchen, Two Bedrooms, Bathroom

Outside (Front)

Tarmacadam forecourt providing off-road parking for 6 cars (incl. 1 disabled space)

Outside (Rear)

Surfaced yard providing access to flats and 5 No. Lock Up Garages



Schedule of Tenancies			
Address	Term	From	Rental (p.a.)
1 – 2 Selman's Parade (Reuben's)	10 years	2/3/04	£10,400
3 Selman's Parade (Kool Kuts)	6 years	1/8/07	£5,200
4 Selman's Parade (Beverley Janes Chiropr.)	6 years	1/4/07	£5,200
5 Selman's Parade (Butterflies)	3 years	1/4/10	£5,928
Flat 1a Selman's Parade	AST	-	£5,200
Flat 2a Selman's Parade	AST	-	£6,760
Flat 3a Selman's Parade	AST	-	£5,200
Flat 4a Selman's Parade	AST	-	£6,760
Flat 5a Selman's Parade	Vacant	-	Vacant
Flat 6a Selman's Parade	Vacant	-	Vacant
Garage 1	Vacant	-	Vacant
Garage 2	(including in lease to 5 Selman's Parade)		
Garage 3	(including in lease to 5 Selman's Parade)		
Garage 4	Vacant	-	Vacant
Garage 5	Vacant	-	Vacant
Total (part let)			£50,648

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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1A Membury Road, Washwood Heath, Birmingham B8 1QL

Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from four bedrooms and part gas fired central heating but requiring modernisation and improvement throughout. Membury Road leads directly off Washwood Heath Road (B4114) and the property is within approximately one third of a mile distance from Alum Rock Road which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Reception Hall, Cloak Room with wc, Dining Room, Lounge, Dining Kitchen

First Floor:

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

Outside:

(Front) Foregarden, side access to rear

(Rear) Garden with integral store and coal house

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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Architects Impression

Land at Junction of Beddoe Close and Sheepwash Lane, Tipton, West Midlands DY4

Description

A parcel of L-Shaped freehold building land prominently situated at the junction of Beddoe Close and Sheepwash Lane and at the entrance to a cul-de-sac containing a range of modern residential dwelling houses and flats. The plot benefits from outline planning consent for the erection of a detached dwelling house and is located within walking distance of Sheepwash Nature Reserve and within approximately two and a half miles distance from both Dudley and West Bromwich Town Centres.

Planning

Planning consent was granted by Sandwell Metropolitan Borough Council (Ref: DC/10/51990 and dated 23rd September 2010) for outline application and approval of details of access and layout for 1 No. detached dwelling.

The Architect's plan submitted with the application detailed the following proposed accommodation.

Note: This scheme is subject to the submission and approval of an application for full planning consent.

Proposed Accommodation

Ground Floor

Reception Hall, Office, Living Room, Dining Room, Kitchen, Utility Room, Cloak Room with wc and Play Room

First Floor

Stairs and Landing, Master Bedroom with En-suite Shower Room, Bedroom Two with En-suite Shower Room, Bedroom Three, Bedroom Four, Family Bathroom

Outside

Surrounding lawned gardens and car parking

A copy of the planning consent is available for inspection at the Auctioneers' offices

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





**23 Crowther Street Wolverhampton
West Midlands WV10 9AG**

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road and walled fore-garden. The property requires some modernisation and improvement. Crowther Street is located off Nine Elms Lane which in turn is found off the Cannock Road (A460).

Accommodation:

Ground Floor:

Living room lounge, kitchen and bathroom having panelled bath, washbasin and wc.

First Floor:

Two bedrooms

Second Floor:

Attic room (bedroom three)

Outside:

(Front) Walled fore-garden

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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1A Station Road, Bilston, West Midlands WV14 0NY

Property Description:

A purpose built ground floor flat forming part of a two storey brick built property benefiting from UPVC double glazed windows, gas fired central heating and security door entry system. Station Road leads off Brook Street which in turn leads off Oxford Street (A41) and the property is within approximately one third of a mile distance from Bilston Town Centre and approximately two and a half miles distance from Wolverhampton City Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £375 per calendar month (£4,500 per annum).

with panelled bath having shower over, wash basin and wc

Outside:

Rear garden

Leasehold Information:

Lease Term: 125 years from 18th April 2005

Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Communal Entrance Hall with security door entry system, Entrance Hall, Lounge, Kitchen, Bedroom, Bathroom

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Country House Hotel and Commercial/ Residential Investment Opportunity - By Instruction of the Vendors, who are Retiring



Featherstone Farm Hotel

Featherstone Farm Hotel, New Road, Featherstone, Nr. Wolverhampton, WV10 7NW

Property Description

The property comprises a period 9 bedroom Hotel, Restaurant Investment and 6 cottages. Featherstone Farm Hotel is a high class Country House Hotel situated one mile distance from Junction 11 of the M6 and Junction 1 of the M54. It is set in approximately 1.4 acres of unspoilt countryside and comprises 9 bedrooms. The hotel continues to trade and was established in 1985. The vendor informs us that the main hotel building is a period former farmhouse which has been sympathetically extended and has been maintained to a high standard. Also included is "The King's Repose" Indian Restaurant and 6 cottages. The Restaurant is currently let, together with five of the cottages, whilst the Hotel (and manager's cottage) is offered with Vacant Possession, although the purchaser may continue to trade if they so wish.

Accommodation

Featherstone Farm Hotel

The hotel is approached from New Road via a lane which leads to a front cobbled court yard giving access to Reception Vestibule, Hall with parquet tiled floor and Gents Cloakroom off.

Residents Lounge/Breakfast Room

7.33m x 4.6m with feature Inglenook Fireplace, beamed opened trussed

ceiling, parquet tiled floor and windows to front and rear including patio doors to rear terrace.

Kitchen

L shaped - 3.35m x 5.14m - with a range of fitted cupboards incorporating stainless steel sink unit and mock beamed ceiling.

Access to cellar and to

Ground Floor Bedrooms

Room 0 – Double room - 2.8m x 2.8m with En-suite Shower Room with shower, hand basin and WC

Room 1 - Luxury Double room - 4.43m x 3.66m with feature fireplace and En-suite shower room with shower, hand basin and WC

Room 2 - Single room - 2.74m x 1.86m with En-suite Bathroom having bath, hand basin and WC

Room 3 – A Double room - 3.05m x 2.59m with En-suite Bathroom with bath, hand basin and WC
Feature staircase leading to

First Floor Bedrooms

Room 4 – Luxury Double room - 4.43m x 3.82m with En-suite Shower Room with shower, hand basin and WC

Room 5 – Luxury Double room - 4.63m x 3.81m with En-suite Shower Room with shower, hand basin and WC

Please see
overleaf
for more
details



Room 6 – Double room - 2.5 x 2.3m with En-suite Shower Room with shower hand basin and WC

Second Floor Bedrooms

Room 7 - Family room - 4.66m x 4.6m accommodating one double and 2 single beds – En-suite Shower Room with shower, hand basin and WC

Room 8 – Double room - 4.12m x 2.73m with separate lobby leading to En-suite Bathroom with bath incorporating shower, hand basin and WC

The hotel benefits from LPG gas fired central heating throughout.

The King's Repose Restaurant

The Restaurant is located in a period half timbered building, with the lessees holding over following the expiry of a 15 year lease and currently paying rent at the rate of £26,119.56 per annum. (See Tenancy Details)

The accommodation is arranged over 2 floors as follows:

Ground Floor

Main Reception entrance with Bar area, Gent's Cloakroom, Fully fitted Kitchen and Store, with stairs leading to the **First Floor** - Ladies Cloakroom, and Main Restaurant with 50 covers.

There are 6 cottages included, and, although the Auctioneers have not been able to inspect the accommodation the vendor has confirmed the accommodation details as follows:-

"The Cottage"

This is attached to the main hotel building and comprises of Living Room, Kitchen and Office/Bedroom, Bathroom and separate WC on the ground floor and 2 Bedrooms -1 En-suite on the first floor. LPG gas fired central heating throughout. This cottage is currently let on a service tenancy to the manager of the hotel.



Please see
overleaf
for more
details



Buttermilk Cottage

This cottage is adjacent to the Restaurant with open Living Room and separate Kitchen on the ground floor with 2 spiral staircases leading to 2 Bedrooms on the first floor each with En-suite. LPG gas fired central heating throughout.

Courtyard Cottage

This is attached to Buttermilk Cottage with open Living Room/Kitchen and Shower Room/WC on the ground floor with 2 spiral staircases leading to 2 Bedrooms on the first floor with hand basins to each room. LPG gas fired central heating throughout.

Bunkhouse Cottage (Informally converted)

With Kitchen on the ground floor, and Lounge and 2 Bedrooms and Bathroom on the first floor. LPG gas fired central heating throughout.

Bottom Cottage

A ground floor cottage comprising Lounge, separate Kitchen, 2 Bedrooms and Bathroom. LPG gas fired central heating throughout.

Top Cottage

A first floor cottage – above Bottom Cottage – with spiral staircase access to open Living Room/Kitchen, Bathroom and 2 Bedrooms. LPG gas fired central heating throughout.

“The Cottage” is let on a Service Tenancy to the manager of the hotel

and the other cottages are each held on Periodic Assured Shorthold Tenancies at rentals of £750.00 per calendar month inclusive of gas and electricity charges.

Outside

In addition to the front courtyard there is a large car park to the side and lawned garden/Paddock to the rear. In total the site comprises approximately 1.466 acres – 0.593 hectares. There is an extensive car park area to the side

There may well be scope for further development, subject to Local Authority consent.

Tenancy Details

The Kings Repose Restaurant

The lessees are currently holding over following the expiry of a 15 year lease on 20th December 2010, and are currently paying rent at the rate of £26,119.56 per annum.

A new lease has been agreed, although the lease had not been completed as at the date of preparation of these details. The terms agreed are for a new 15 year lease from 21st December 2010 on full repairing and insuring terms at the following rentals;

Year 1 - £26,119.56

Year 2 - £27,425.54

Year 3 - £28,796.82





The King's Repose



Then followed by upward only rent reviews 21/12/2013, 21/12/2016, 21/12/2019 and 21/12/2022. In addition, the vendor sells on the cost of electricity and LPG gas to the lessees.

The Cottages

Five of the cottages are held on periodic Assured Shorthold Tenancies, each at a rental of £750.00 per calendar month inclusive of gas and electricity charges. Gross annual rental for the 5 cottages £45,000.00.

Total Current

Annual Rental - £71,119.56

(excluding any rental income derivable

from the Hotel and from "The Cottage")

Further details and photographs of the Hotel and Restaurant can be found on their websites:

www.featherstonefarmhotel.co.uk

www.thekingsrepose.co.uk

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





31-33 Silver Birch Road Erdington Birmingham B24 0AR

Property Description:

A pair of detached three storey properties that have now been extended and adjoined to provide one large detached house set within approximately 0.7 acres of land (0.317 hectares). The property has previously been used as a residential care home however is now offered for sale with vacant possession. The property benefits from having majority UPVC double glazing, gas fired central heating, lifts to all floors and currently houses 20 bedrooms all with wash basins and some with en-suites along with numerous lounges and offices. The property may be suitable for a variety of uses however all interested parties should satisfy themselves in full with any potential proposals that they may have with Birmingham City Council. Silver Birch Road is located off Sutton Road (A5127) close to the junction with Chester Road (A452). The main shopping area of Wylde Green is within approximately a quarter of a miles distance along with Chester Road Railway Station that provides direct access to both Birmingham City Centre and Sutton Coldfield Town Centre.

Accommodation:

Ground Floor:

Entrances hallway, 5 bedrooms, lounge x 3, cellar, kitchen, dining-room, wash room, boiler room, store room, shower rooms, laundry room, office and wc and lift access and stairs to,

First Floor:

Having 9 bedrooms, bathroom with panelled bath washbasin and wc, separate wc x 2, store room and lift access stairs to

Second Floor:

Having 6 further bedrooms, sluice room, wc, store room, shower room with shower wc and washbasin, changing room.

Outside:

(Front) Dual entrance tarmacadon covered driveway allowing for off road parking for numerous vehicles.

(Rear) Patio area and large lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS



58 Glenwood Road, Kings Norton, Birmingham B38 8HF

Property Description

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, requiring modernisation and improvement and benefiting from gas fired central heating, UPVC double glazed windows and a garage located to the rear. Glenwood Road forms part of an established residential area and is located directly off Redditch Road (A41) within approximately one mile distance from Kings Norton Green which provides access to a wide range of local retail amenities and services.

Accommodation

Ground Floor

Vestibule Porch, Reception Hall, Through Lounge/Dining Room, UPVC Double Glazed Conservatory, Kitchen with Pantry, Covered Side Passageway

First Floor

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



Outside

(Front) Paved driveway providing off road parking

(Rear) Paved patio, predominantly lawned garden, L-Shaped garage/workshop having rear vehicular access from a shared driveway

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

125 Clarence Road Handsworth Birmingham B21 0EE

Property Description

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having part UPVC double glazed windows and gas fired central heating. Clarence Road is located off both Junction Road and Holyhead Road (A41)

Accommodation

Ground Floor

Lounge, dining room, kitchen, bathroom having panelled bath, washbasin and separate WC.

First Floor

Bedroom one, bedroom two (inter-communicating with) bedroom three.

Outside

(Front) Walled fore-garden

(Rear) Garden



Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Freehold Vacant Possession By Instruction of Coventry City Council



22 Harnall Lane West, Coventry CV1 4EZ

Property Description:

A traditional end terrace property of brick construction surmounted by a pitched tile clad roof, occupying a corner position at the junction of Lincoln Street and forming part of an established area containing a range of residential and commercial properties. Harnall Lane West leads off Foleshill Road (B4113) and is conveniently located within approximately one third of a mile distance of Coventry City Centre. The property benefits from gas fired central heating, mostly UPVC double glazed windows along with a detached store/garage and off road parking located off Lincoln Street. The property has recently been used as offices however we understand may be suitable for change of use to residential subject to obtaining planning consent from the Local Planning Department at Coventry City Council.

Accommodation:

Ground Floor:

Reception Hall, Reception Area with store cupboard, Front Office, Rear Office, Meeting Room with Kitchenette and Store Cupboard

First Floor

Stairs and Landing, Front Office, Middle Office, Rear Office, Bathroom with panelled bath, pedestal wash basin and wc

Outside

(Rear) Paved yard/garden with pedestrian side access, detached brick built store/garage with pitched tile clad roof and a parking area located off Lincoln Street.

Gross Internal Area:

Ground Floor: 70.32sq.mtrs (756sq.ft)
First Floor: 70.32sq.mtrs (756sq.ft)
Store/Garage: 24.5sq.mtrs (263sq.ft)

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Freehold Vacant Possession By Instruction of Coventry City Council

42 Harnall Lane West, Coventry CV1 4EZ

Property Description

A traditional mid terraced house of rendered brick construction surmounted by a pitched tile clad roof requiring modernisation and improvement throughout. The property directly fronts the pavement and is located close to the junction with Lincoln Street. Harnall Lane West leads off Foleshill Road (B4113) and is conveniently located within approximately one third of a mile distance of Coventry City Centre.

Accommodation

Ground Floor

Front Reception Room, Inner Hall, Rear Reception Room/Kitchen, Lobby, Bathroom

First Floor

Stairs and Landing, Two Double Bedrooms

Outside

(Rear) Enclosed yard, shared pedestrian access and a separate rear garden

Legal Documents

Available at www.cottons.co.uk



Viewings

Via Cottons – 0121 247 2233



Freehold Vacant Possession

By Instruction of

Sandwell Metropolitan Borough Council



Control House, Shaftesbury Street, West Bromwich, West Midlands B70 9QD

Property Description:

A two storey commercial premises of predominantly brick construction currently used as offices. The property is accessed off Shaftesbury Street via a vehicular right of way and occupies a substantial irregular shaped site extending to an area of approximately 0.631 acres (0.225 hectares). The property is situated to the southern section of Shaftesbury Street close to the junction with High Street which provides direct access to West Bromwich Town Centre containing a wide range of both local and national retail amenities and services. The M5 Motorway (junction 1) is located within approximately one and a half miles distance to the south east.

Accommodation:

The property comprises of a range of administration offices and ancillary accommodation laid out over two floors.

Gross Internal Areas:

Ground Floor: 221.09sq.mtrs
(2,379sq.ft)

First Floor: 194.87sq.mtrs
(2,097sq.ft)

Freestanding Sectional Office:
145.36sq.mtrs
(1,564sq.ft)

Outside:

Forecourt and driveway leading to a substantial car park located to the rear and containing a freestanding sectional office building

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233







9 Warstone Terrace, Handsworth, Birmingham B21 9NE

Property Description:

A traditional three storey mid terraced house of brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation which includes three reception rooms and four bedrooms, benefiting from gas fired central heating and UPVC double glazed windows. Warstone Terrace is situated directly between Rookery Road (A4040) and Alfred Road and the property is within approximately 200 metres distance from Soho Road which provides access to a wide range of retail amenities and services. The property is currently let on a Regulated Tenancy at a rental of £60 per week (£3,120 per annum) Note: We are advised by the vendor that the rent has not been reviewed for a number of years.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Cloak Room with wc and pedestal wash basin, Bedroom Three (single)

Second Floor:

Stairs to Attic Bedroom Four

Outside:

(Front) Walled foregarden

(Rear) Paved yard area with shared pedestrian entry access and 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





Flat 171 Ulleries Road, Solihull, West Midlands B92 8JP

Property Description:

A presentable and well laid out second floor flat forming part of a three storey mixed use development of brick construction surmounted by a pitched tile clad roof, prominently situated at the junction of Ulleries Road and Moat Road (B425). The property benefits from part electric storage heating and forms part of a local shopping centre which contains a wide range of retail amenities and services and also includes Solihull Ice Rink. Solihull Town Centre lies within approximately two miles distance to the south.

Accommodation

Ground Floor

Secure Communal Entrance Hall and Stairs to

Second Floor

Reception Hall, Bathroom with panelled bath having electric shower over, wash basin and wc, Kitchen, Lounge/Dining Room and Double Bedroom

Leasehold Information

Term: 75 years from 25th March 1980
Ground Rent & Service Charge: Refer to Legal Pack

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 26th May 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.





Unit 10 John Street Willenhall West Midlands WV13 1PW

Property Description:

A development site located on the corner of Leve Lane and John Street extending to an area of approximately 412.79 meter squared (0.02 acres). The site is currently occupied by a three storey brick built warehouse and benefits from planning permission granted in full for the demolition of the existing warehouse and construction of 12 new two bed-roomed apartments. John street is located off both Leve lane and Hall street and is within walking distance to the main shopping area located in Willenhall.

Planning:

Full planning permission was granted on the 4th of June 2009 by Walsall Metropolitan Borough Council for the demolition of existing warehouse and construction of 12 new two bed-roomed apartments (Ref: 09/0215/FL)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





7A Station Road, Hednesford, Cannock, Staffordshire, WS12 4DH

Property Description:

A three bedroom flat located above a pair of retail shops with separate secure access. The flat benefits from UPVC double glazing and gas fired central heating and is offered for sale in presentable condition. The Flat is currently let on an assured shorthold tenancy agreement producing a rental of £563.33 per calendar month (£6760 per annum). The property itself is located in Hednesford approximately two miles to the north east of Cannock Town Centre.

Accommodation:

Ground Floor:

Self contained access to front

First Floor:

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

Second Floor:

Two attic rooms

Outside:

Garden

Leasehold information

New 125 year lease to be granted on completion

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Unit 1, 124 – 132 Alum Rock Road, Birmingham B8 1HU

Property Description

A ground floor retail unit offered for sale on a brand new long lease for a term of 125 years and situated fronting Alum Rock Road. The property forms part of a large three storey retail/office building located in the heart of the busy and vibrant Alum Rock Road Shopping Centre providing a high level of passing trade. The property benefits from the availability of two car parking spaces located in a secure gated car park to the rear of the premises.

Rental Information

The property is currently let trading as 'Chunri' on a lease for a term of 15 years from 11th July 2005 at a rental of £24,000 per annum. (5 yearly rent reviews)

Accommodation

Ground Floor

Recessed Entrance, Reception Area, Retail Shop, extending to approximately 95.4sq.m. (1,026sq.ft.)

and with modern shop front having roller shutter protection.

Access to Communal Ancillary Accommodation (Ground Floor Occupiers Only) comprising of a Hallway, Kitchen, Ladies, Gents and Disabled Toilets

Outside

(Rear) Two car parking spaces are available located in a secure gated car park to the rear of the premises and subject to an annual licence fee of £250 per annum per space

Leasehold Information

Lease Term: The grant of a new 125 year lease from the date of completion
Ground Rent: One Peppercorn
Service Charge: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



ID

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

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

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



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Unit 2, 124 – 132 Alum Rock Road, Birmingham B8 1HU

Property Description:

A unique opportunity to purchase a ground floor retail unit offered for sale on a brand new long lease for a term of 125 years and situated fronting Alum Rock Road. The property forms part of a large three storey retail/office building located in the heart of the busy and vibrant Alum Rock Road Shopping Centre providing a high level of passing trade. The property provides flexible accommodation which would suit a variety of retail uses and benefits from the availability of six car parking spaces located in a secure gated car park to the rear of the premises.

Accommodation:

Ground Floor:

Retail Showroom: 466sq.mtrs (5,016sq. ft) approximately with Recessed Entrance and roller shutter protection to both front and rear entrances, Office/Store: 8.58sq.mtrs (92sq.ft) maximum,

Access to Communal Ancillary Accommodation (Ground Floor Occupiers Only) comprising of a Hallway, Kitchen, Ladies, Gents and Disabled Toilets

Outside:

(Rear) Six car parking spaces are available located in a secure gated car park to the rear of the premises and subject to an annual licence fee of £250 per annum per space

Leasehold Information:

Lease Term: The grant of a new 125 year lease from the date of completion
Ground Rent: One Peppercorn
Service Charge: Refer to Legal Pack

Note:

Additional registration is required for all intended bidders for this particular lot and this must be done with the Auctioneers prior to close of business on Tuesday 5th April 2011. Identification and proof of deposit will be required and upon acceptance, we will issue all intended bidders with a registered bidding card.

In addition, all parties interested in bidding will be required to deposit with the Auctioneers before close of business on Tuesday 5th April a Bankers' Draft/Building Society Cheque for the sum of £10,000. The payment will be taken into account when calculating the purchase deposit due (10% of the purchase price) for the successful bidder and will be available for return on 7th April thereafter for any other bidders.

The Auctioneer reserves the right to refuse all bids from unregistered parties

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233







106 Alum Rock Road, Birmingham B8 1HU

Property Description:

A mid terraced two storey retail shop of traditional brick construction surmounted by a pitched tile clad roof and directly fronting Alum Rock Road which comprises of a busy shopping street containing a wide range of retail amenities and services which serve the surrounding predominantly residential catchment area. The property is currently let on a lease on full repairing and insuring terms (FRI) for a term of 15 years which commenced on 1st July 2010 and at a current rental £20,800 per annum (3 yearly rent reviews).

Accommodation:

Ground Floor:

Retail Shop: 48.9sq.mtrs (418sq.ft)
Rear Store, Changing Rooms and Cloak Room with wc and wash basin 10.2sq.mtrs (109sq.ft)

First Floor:

External Rear Stairs and Landing to:
Flat Accommodation:

Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc, Kitchen, Bedroom and Lounge

Outside:

(Rear) Useful yard area: 55.49sq.mtrs (597sq.ft) providing off road parking/loading facilities providing scope for extension of the retail premises (subject to obtaining planning consent) and accessed by way of a shared driveway which leads off Wright Road

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





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

Property Description:

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

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

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

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

Accommodation:

Ground Floor:

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

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

First Floor:

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

First Floor Area - 97.82 sq.m (1,050 sq.ft)

Total Floor Area - 324.78 sq.m (3,490 sq.ft)

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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.





163 Cole Hall Lane, Stechford, Birmingham, B34 6EX

Property Description:

A detached unit of brick construction which is offered for sale having recently been substantially developed and expanded, to provide a Ground Floor Retail Shop together with a First Floor self-contained one bedroom Flat. The shop benefits from upvc Double Glazing, fluorescent strip lighting and electric roller shutter protection, whilst the flat benefits from modern kitchen and bathroom fittings, upvc Double Glazing and gas fired Central Heating.

The property is currently part-let, with the Retail Shop being vacant and the flat being let on an Assured Shorthold Tenancy at a rental of £400pcm (£4,800pa).

The property itself is located on Cole Hall Lane in Stechford, close to the junction with Watland Green.

Accommodation:

Ground Floor Retail Shop:

Retail Shop extending to approximately 20.4sq.m. (220sq.ft.), Disabled WC and Rear Store extending to approximately 8.6sq.m. (93sq.ft.)

First Floor Flat:

Self-Contained entrance to front, Utility Room and Store (Ground Floor), Living Room/Kitchen, Bedroom and Bathroom

Legal Documents

Available at www.cottons.co.uk


Viewings:

Via Cottons – 0121 247 2233

--- Legal Documents Online ---



Legal Documents

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

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





30 James Road, Tyseley, Birmingham, B11 2BA

Property Description

A detached industrial unit providing workshop/warehouse accommodation and benefitting from upvc Double Glazing, gas fired Central Heating, solid concrete floor, fluorescent strip lighting and Three Phase electricity supply.

The accommodation comprises of Entrance Hallway, Private Office (with Separate WC) and two Workshop Areas. The Net Internal Area is approximately 127.3sq.m. (1,370sq.ft.)

The property itself is located on an Industrial Estate, off James Road, with the unit itself having a frontage to James Road. James Road itself runs off Kings Road, which provides direct access to Coventry Road (A45) and Warwick Road (A41) (via Wharfdale Street)

Accommodation

Ground Floor

Entrance Hall, Separate WC
Workshop Area 1: 82.7sq.m. (890sq.ft.)
Workshop Area 2: 32.7sq.m. (352sq.ft.)
Office: 12.3sq.m. (132sq.ft.)
Total Floor Area: 127sq.m. (1,374sq.ft.)

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





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

Property Description:

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

Accommodation:

Ground Floor:

Communal entrance and stairs

Second Floor:

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

Outside:

Communal gardens

Leasehold Information:

Term: 999 Years from 1 January 1984

Ground Rent: A Peppercorn

Service charge: Refer to Legal Pack

Legal Documents

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Viewings:

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

Property Description:

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

Accommodation:

Ground Floor:

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

First Floor

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

Outside

(Front) Lawned foregarden, pedestrian side access to rear

(Rear) Lawned garden

Leasehold Information

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

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

Important Note: An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option must be exercised by the 1st June 2011. Please refer to the legal pack for full details.

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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Land to the Rear of 11-15 Genge Avenue Wolverhampton West Midlands WV4 6SL

Description:

A parcel of freehold land roughly triangular in shape and extending into approximately 0.39 acres. Full planning consent was granted for the erection of 3 detached dorma bungalows on the 11th of June 2010. Genge Avenue is located off Fieldhouse Road which in turn can be found off Dovedale Road.

Planning:

Full planning permission was granted on the 11th of June 2010 by Wolverhampton City Council for the erection of three detached dorma bungalows (Reference 10/00430/FUL)

Legal Documents

Available at www.cottons.co.uk

Viewings:

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37 Coventry Road Coleshill Birmingham B46 3BB

Property Description:

An end terraced property of rendered brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having vehicular access to the side allowing for off road parking and access to the garage, UPVC double glazing and has been partly refurbished to include a full electrical re-wire and re-plastering to all rooms except the bathroom. The property is located on Coventry Road (B4117) and is within walking distance to Coleshill High Street. The property is also within one miles distance from Junction 4 of the M6 motorway.

Accommodation:

Ground Floor:

Side entrance having lounge, kitchen (no fitments) inner lobby and bathroom (no fitments) stairs to

First Floor:

having bedroom one inter-communicating with bedroom two

Outside:

(Front) Driveway to side

(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Freehold Guest House with Vacant Possession By Instruction of the Joint LPA Receivers



39 Parkfield Road, Coleshill, Warwickshire, B46 3LD

Property Description:

A detached two storey Residential Guest House of brick construction with part rendered elevations surmounted by a pitched roof and having a single storey annexe of similar construction which provides additional accommodation. The property benefits from gas fired central heating (with a separate system serving the annexe) and UPVC double glazed windows and is set back from the road behind tarmac driveway and gravel car parking area. (The driveway is shared with a neighbouring property located to the rear).

The property is situated on Parkfield Road which is a predominantly residential area close to the heart of Coleshill Town Centre which provides access to a wide range of retail amenities and services. The Midlands Motorway Network, the National Exhibition Centre and Birmingham International Airport are all within ten miles distance.

Planning

Retrospective planning consent was granted by North Warwickshire Borough Council (Ref: PAP/2010/0380 and dated 17 September 2010) for a change of use from a residential dwelling with lawfulness for 4 bed and breakfast rooms to a 7 bedroom guest house with associated facilities.

Accommodation Ground Floor

Front and Side Entrance Halls, Shower Room/WC, Kitchen, Dining Room, Living Room, Bedroom/Lounge, Conservatory

First Floor

Bedroom One (double) with En-suite Shower/WC and Walk in Wardrobe, Bedroom Two (double) with En-suite Shower/WC, Bathroom and Separate WC, Bedroom Three (double) with En-suite Shower/WC, Bedroom Four (double) with En-suite Shower/WC, Bedroom Five (single)



Annexe/ Former Garage

Bedroom One, Bedroom Two, Shower Room/WC

Outside

(Front) Car parking for approximately six vehicles

(Rear) Lawned garden with mature borders and patio

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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THE AUCTIONEERS





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

Property Description:

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

Accommodation Ground Floor

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

First Floor

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

Second Floor

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

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

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

Outside

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

Legal Documents

Available at www.cottons.co.uk

Viewings:

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Leasehold Vacant Possession

By Instruction of the Joint Administrators of the 'Midlands Pub Company'



The Coopers Arms, Sommerfield Road, Woodgate Valley, Birmingham B32 3TT

Property Description:

A substantial detached Public House of part two storey and part single storey brick construction occupying a prominent corner plot located at the junction with Bean Croft and extending to a site area of approximately 0.161 hectares (0.4 acres). The property comprises of a ground floor bar/restaurant premises with three bedroom living accommodation to the first floor over and has ample parking provision comprising of approximately 45 spaces. The property is located in a densely populated residential area located within close proximity to Woodgate Valley Country Park and approximately four miles distance to the south west of Birmingham City Centre.

Accommodation

Ground Floor

Main Entrance, Open Plan L-Shaped Bar/Dining Room, Side Entrance, Ladies and Gents Toilets, Service Hallway, Store, Beer Cellar, Kitchen and Pantry, Internal Hallway to Stairs

First Floor

Landing, Lounge, Kitchen, Three Bedrooms, Bathroom with bath, wash basin and wc

Outside

Grassed area and car parking

Approximate Areas:

Ground Floor Trading Area: 129 sq. mtrs. (1,390 sq. ft.)

First Floor: 57.5 sq. mtrs. (620 sq. ft.)

Total Site Area: 0.161 hectares (0.40 acres approximately)

Leasehold Information

The property is subject to a long leasehold interest for a term of 99 years from 23rd February 1979 (approximately 67 years unexpired)
Ground Rent: £17,750 per annum payable half yearly in advance

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233







160 Dudley Road, Winson Green, Birmingham B18 7QX

Property Description:

A mid terraced retail unit of traditional brick construction surmounted by a pitched tile clad roof and comprising of a ground floor hot food takeaway along with a self contained flat over. The property benefits from A5 planning consent and is situated close to the junction with Barford Road forming part of a secondary retail parade. The surrounding area predominantly contains a range of residential property. The property is currently let as follows:

Ground Floor Shop: Let as a hot food takeaway trading as Cantonese Express on a lease for a term of 12 years from 12th July 2010 on full repairing and insuring terms and at a rental of £9,000 per annum (3 yearly rent reviews).

First Floor Flat: Currently let on an Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 per annum)

Total Rental Income:
£14,100 per annum

Accommodation:

Ground Floor:

Retail Shop
Retail/Serving Area:
43.4sq.mtrs (468sq.ft)
Rear Store Room:
14.2sq.mtrs (152sq.ft)
Cold Room
Total Floor Area:
57.6sq.mtrs (620sq.ft)

First Floor:

Flat:
Whilst this has not been internally inspected by the auctioneers, we understand that it benefits from the following accommodation:
Living Room, Kitchen, Bathroom, Two Bedrooms

Outside:

Rear yard area

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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www.cottons.co.uk

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158 Dudley Road, Winson Green, Birmingham B18 7QX

Property Description:

An end terraced retail shop of traditional brick construction surmounted by a pitched tile clad roof, prominently situated at the junction of Barford Road and benefiting from A5 planning consent. The property forms part of a secondary retail parade and is located in a predominantly residential area. The property is currently let as a Fish & Chip Shop known as the Frying Pan on a full repairing and insuring lease for a term of 21 years which commenced on the 12th July 2010 and at an initial rent of £16,000 per annum (3 yearly rent reviews).

Accommodation:

Ground Floor:

Retail/Serving Area: 67.1sq.mtrs (722sq.ft)

Rear Kitchen/

Preparation Room: 23.01sq.mtrs (247sq.ft)

Cold Room

Store Cupboard

Store Room One: 4.9sq.mtrs (52sq.ft)

Store Room Two: 15.4sq.mtrs (166sq.ft) and Two WCs

First Floor:

Three Rooms and Separate WC

Total Floor Area: 141sq.mtrs (1,517sq.ft)

Outside:

Rear yard area

Legal Documents

Available at www.cottons.co.uk

Viewings:

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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





114 Albert Road, Stechford, Birmingham B33 8AG

Property Description:

A substantial two storey residential property having been converted into seven self-contained flats. Albert Road forms part of an established predominantly residential area and is located off Station Road (A4040). The property is conveniently located within half a mile distance from both Stechford Retail Park and Stechford Railway Station and within one mile distance from Birmingham Heartland's Hospital.

All flats are currently let on Assured Shorthold Tenancies at the following rent:

Flat One:	£550 pcm
Flat Two:	£295 pcm
Flat Three:	£415 pcm
Flat Four:	£395 pcm
Flat Five:	£415 pcm
Flat Six:	£515 pcm
Flat Seven:	£295 pcm

Total rental Income: £2,880 per calendar month (£34,560 per annum)

Note: The tenants are responsible for the payment of water rates, council tax and electricity (sub-meters fitted) and the landlord pays for a communal gas fired central heating system and lighting.

Planning

The conversion of this property into the current flat accommodation was carried out prior to the vendors' purchase on 23rd October 2000

Accommodation

Ground Floor

Reception Hall,
Flat One; Breakfast Kitchen, Shower Room, Lounge, Two Bedrooms
Flat Two (Studio): Lounge/Bedroom/ Kitchen, Shower Room
Flat Three: Lounge and Open Plan Kitchen, Bedroom and Shower Room
Flat Four (Self Contained Bungalow located to rear): Lounge with Open Plan Kitchen, Bedroom and Shower Room

First Floor

Flat Five: Lounge and Open Plan Kitchen, Bedroom and Shower Room
Flat Six: Breakfast Kitchen, Lounge, Two Single Bedrooms and Shower Room
Flat Seven: (Studio): Lounge/Bedroom/ Kitchen, Shower Room

Outside

(Front) Paved forecourt providing off road car parking

(Rear) Pedestrian side access, paved patio and lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





46 Wolverhampton Street, Dudley, West Midlands, DY1 3AE

Property Description:

A traditional retail unit with a substantial frontage to Wolverhampton Street having most recently been used as a Fireplace Showroom. The property extends to approximately 2,679sq.ft. and is located directly on the corner of Wolverhampton Street and Southall's Lane, approximately quarter of a mile to the West of Dudley Town Centre.

Rear Store Rooms and Separate WC with a Gross Internal Area of approximately 73sq.m. (786sq.ft.)

First Floor:

Stairs and Landing, Four Rooms – Gross Internal Area of 131.9sq.m. (1,420sq.ft.)

Total Floor Area: 248.9sq.m. (2,679sq.ft.)

Accommodation:

Ground Floor:

Retail Shop extending to approximately 44sq.m. (473sq.ft.)

Legal Documents

Available at www.cottons.co.uk

Viewings:

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27 Hall Street, Bilston, West Midlands, WV14 0AB

Property Description:

A Grade II Listed former Night-Club located on a substantial site with Car Parking to the rear, being approximately 0.32 Acres in size in total. The accommodation comprises of large ground floor bar area with Served, accompanied by a further Restaurant/Bar/Function Room to the First Floor over. There are also Offices, WCs and ancillary accommodation. The Net Internal Area of the building is approximately 450.3sq.m. (4,847sq.ft.)

The property is located on Hall Street, which runs directly between Lichfield Street (A41) and Black Country Route (A463), within close proximity to Bilston Metro and Bus Station. Bilston itself is a town located in the Wolverhampton Administrative Area, approximately 2.75 miles to the South East of Wolverhampton City Centre. The nearest Motorway access is approximately 3 miles to the East (Junction 9, M6).

Accommodation:

Ground Floor:

Bar 1	145.6sq.m.	(1,567sq.ft.)
Bar 2	32.3sq.m.	(347sq.ft.)
Male and Female WCs		
Two Store Rooms		
Kitchen	14.3sq.m.	(154sq.ft.)
Food Preparation Room	12.0sq.m.	(129sq.ft.)
Office	21.8sq.m.	(234sq.ft.)

Cellar:

Two Rooms

First Floor:

Room with En-Suite	26.5sq.m.	(285sq.ft.)
Staff Room	10.2sq.m.	(11sq.ft.)
Bar	3187.6sq.m.	(2,019sq.ft.)
Total Floor Area	450.3sq.m.	(4,847sq.ft.)

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233







17 Langley Drive, Chester Road, Industrial Estate, Castle Bromwich, Birmingham, B35 7AD

Property Description:

A detached industrial workshop/warehouse, together with a secure gated yard to the side and rear. The unit itself extends to approximately 847.8sq.m. (9,125sq.ft.) and comprises of Main Workshop with Mezzanine level and two storey Office Accommodation to the front.

The property is located on an industrial estate on Langley Drive, which provides nearby access to Chester Road (A452). The nearest motorway junction is located within half a mile distance (M6, Junction 5 – Southbound only).

Accommodation:

Ground Floor:

Offices, Main Workshop (partitioned to provide numerous stores/offices), Mezzanine level (with limited head height in parts)

First Floor:

Further Office Accommodation

Outside:

Secure and gated, surfaced yard

Gross Internal Area:

Ground Floor: 799.3sq.m. (8,604sq.ft.)

First Floor: 48.5sq.m. (522sq.ft.)

Total: 847.8sq.m. (9,125sq.ft.)

Tenure:

The property is of a Leasehold tenure for a term on 125 years, which commenced 25 December 2005 at a current rental of £8,300 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



14 Norwood Grove, Handsworth, Birmingham, B19 1DE

Property Description

A mid terraced property of brick construction surmounted by a tiled clad roof, set back behind a paved foregarden. Norwood Grove can be located off the Hamstead Road, close to the junction with Villa Road, which provides a range a local shops and amenities. Both roads can also be located off the Soho Hill (A41) which provides direct access into Birmingham City Centre.

Accommodation Ground Floor

Lounge, Dining Room, Kitchen.

First Floor

Two Bedrooms and a Bathroom having panelled Bath, Pedestal Wash Hand Basin and a Low Level WC.



Outside

Front and Rear Gardens

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



34 Harden Road Walsall WS3 1EN

Property Description:

A Detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a paved fore-garden. The property benefits from having double glazed windows and gas fired central heating. Harden Road is located off Bloxwich Road (B4210) which in turn gives direct access to Walsall Town Centre being within approximately one miles distance.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor

Having Two Bedrooms and Bathroom with panelled bath, electric shower above, wash basin and wc

Outside:

(Front) Paved fore-garden

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





210 Halesowen Road, Old Hill, Cradley Heath B64 6HN

Property Description:

An attractive investment opportunity comprising of a ground floor retail shop/sandwich bar along with two self contained flats located to the rear and first floor over. The property is mid terraced forming part of a parade of similar units and of brick construction surmounted by a pitched tile clad roof and has a modern extension to the rear. The property benefits from rear car parking area accessed by way of a driveway owned by the adjacent church premises and subject to an annual licence fee. The flat accommodation benefits from electric heating and flat 210b benefits from UPVC double glazed windows.

Rental Income

The property is currently fully let as follows:

Retail Shop 210: Let on a lease at a rental of £410 per calendar month (£4,920 per annum)

Flat 210A: Let on an Assured Shorthold Tenancy at a rental of £325 per calendar month (£3,900 per annum)

Flat 210B: Let on an Assured Shorthold Tenancy at a rental of £325 per calendar month (£3,900 per annum)
Total Rental Income: £1,060 per calendar month (£12,720 per annum)

Accommodation

Ground Floor

Retail Shop/Sandwich Bar: 20.26sq. mtrs (218sq.ft)

Cloak Room with wc and wash basin

Gated Pedestrian Access leading to rear

Flat 210B

Contained within a modern extension and comprising Entrance Hall, Bathroom with bath having shower over, pedestal wash basin and wc, Lounge, Breakfast Kitchen and Bedroom

First Floor

Flat 210A

Comprising Entrance Hall, Stairs and Landing, Shower Room with shower, wash basin and wc, Breakfast Kitchen, Lounge and Bedroom

Outside

(Rear) Car parking area accessed by way of a driveway adjacent to a nearby church premises and subject to payment of an annual licence fee

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





3 Roman Way, Dordon, Tamworth, Staffordshire B78 1RD

Property Description:

A modern detached house of cavity brick construction surmounted by a pitched tile clad roof and forming part of a small private development accessed off Roman Way via a secure gated driveway. The property is offered for sale in a presentable and well maintained condition providing well laid out accommodation and benefiting from double glazed windows, gas fired central heating and a driveway providing off road parking. Roman Way forms part of a residential area located in the village of Dordon and leads off Long Street which in turn leads off Watling Street (A5) conveniently within approximately one and a half miles distance from the M42 Motorway (junction 10) and within five miles distance from Tamworth Town Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £600.00 per calendar month (£7,200 per annum)

Accommodation:

Ground Floor:

Reception Hall, Lounge, Kitchen with an attractive range of modern fitted wooden panelled units, Shower Room with glazed shower enclosure, pedestal wash basin and wc, Dining Room/ Bedroom Three, Conservatory

First Floor:

stairs and Landing, Bedroom One, Bedroom Two, Family Bathroom with Whirlpool bath having electric shower over, pedestal wash basin and wc

Outside:

Front) Small foregarden, driveway leading to a detached brick built garage, pedestrian side access to

(Rear) Partly gravelled garden with decked patio area

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Butlers Cottage, The Grange, Wychnor, Between Alrewas and Barton Under Needwood DE13 8BU

Property Description:

An attractive three/four bed-roomed barn conversion set within an attractive exclusive development of similar properties in the quiet Hamlet of Wychnor close to Alrewas. The substantial accommodation includes a lounge, dining hall, breakfast kitchen, master bedroom with en-suite and mezzanine room. Two further double bedrooms and a principle bedroom. The development has well maintained gardens and access to enjoy the woodlands to the rear. Wychnor is a quiet Hamlet in the East Staffordshire District of Lichfield neighbouring Alrewas and with close proximity to the A38.

Accommodation:

Ground Floor:

Dining hall, breakfast kitchen, lounge, inner lobby, cloakroom, master bedroom with en-suite.

First Floor Mezzanine:

Housing bedroom/study

First Floor:

Landing, two bedrooms and bathroom having panelled bath wc and washbasin and separate shower cubicle.

Outside:

Allocated parking spaces, garage and a pathway leading to woodlands.

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





**PAUL
CARR**
Estate Agents



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76 Savoy Close Harborne Birmingham B32 2JA

Property Description:

A second floor flat situated in a purpose built block set back from the road behind communal gardens. The property benefits from having UPVC double glazing and electric heating. Savoy Close is located off Tennal Road and the property is within approximately a quarter of a miles distance from the main High Street located in Harborne.

Accommodation:

Ground Floor:

Entrance Hallway with secure door entry system and stairs

Second Floor:

Entrance Hallway, Lounge, Kitchen, Bedroom and Bathroom having panelled bath with electric shower over washbasin and wc.

Outside:

Communal gardens and parking area

Leasehold Information:

Term: 90 Years from 25 March 1977
Ground Rent: £15 per annum
Services Charge: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

13 Renton Road Wolverhampton WV10 6UP

Property Description

A traditional style three bed semi-detached property of part rendered brick construction surmounted by a hipped interlocking tiled clad roof set back from the road behind a tarmac covered driveway giving access to garage and off road parking. The property benefits from having double glazing and gas fired central heating. Renton Road is located off Oxley Moor Road which in turn can be found off Stafford Road (A449).

Accommodation

Ground Floor

Entrance porch, entrance hallway, lounge, dining room, kitchen, stairs to first floor.

First Floor

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



Outside

(Front) Tarmac covered fore-garden giving access to garage

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



**23 Worcester Street, Kidderminster,
Worcestershire DY10 1ED**

Property Description:

A substantial two storey mid terraced retail premises set back behind a paved forecourt and currently used as a carpet and floor covering showroom. The property forms part of Kidderminster Town Centre which contains a wide range of both local and national retail amenities and services. Kidderminster comprises of a town famous for its carpet manufacturing and is situated within approximately 19 miles distance to the south west of Birmingham and approximately 10 miles distance from both Stourbridge and Bromsgrove.

Accommodation:
Ground Floor:

Retail Showroom: 176.93sq.mtrs (1,904sq.ft) having a modern aluminium shop front and including an Office

First Floor:

Stairs to:
Further Showroom Area (Former Café): 178sq.mtrs (1,920sq.ft) and including Two Offices/Stores, Kitchen, Ladies and Gents Toilets, Fire Exit to a Rear Yard Area

Gross Internal Area:

Ground Floor: 176.93sq.mtrs (1,904sq.ft)
First Floor: 178sq.mtrs (1,920sq.ft)
Total: 354.93sq.mtrs (3,820sq.ft)

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Land r/o 143 Lincoln Road North, Acocks Green, Birmingham, West Midlands

Description:

A parcel of roughly rectangular shaped land, extending to approximately 0.118 Acres) situated directly to the rear of 143 Lincoln Road North and adjacent to 151 and 153 Lincoln Road North, which are set back from the road frontage on a private driveway, which abuts the land towards the rear of the site, known as Malfield Drive. Malfield Drive is a private driveway which does not convey a legal right of way to the subject site. The tow-path of the Grand Union Canal directly abuts the rear of the site.

Lincoln Road North itself runs directly between Barn Lane and Lincoln Road, which in turn provides access to Warwick Road (A41), approximately 4 and a half miles to the South East of Birmingham City Centre.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable





Land to the rear of 233, 235, 237 Holly Lane Birmingham B24 9LE

Description:

A parcel of freehold land extending to approximately 728.46 m.sq (0.180 acres). Planning consent has been granted for the erection of three detached houses on the 23rd of October 2008. Please note planning permission is for three detached houses however the plot of land for sale will only incorporate two as our clients do not own the entirety of the site proposed in the planning application. The plot is located on Allman Road close to the junction with Holly Lane.

Planning:

Full planning permission was granted on the 23rd of October 2008 by Birmingham City Council for the erection of three detached houses (Ref: N/00631/08/FUL). Copies of the decision document and architects plans are available to view at the Auctioneers office.

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





26 Tame Road, Birmingham B6 7DS

Property Description

A traditional mid terraced retail unit having a self contained flat over and of brick construction surmounted by a pitched tile clad roof. The property is in a presentable condition throughout benefiting from part UPVC replacement windows, shared gas fired central heating and car parking located to the rear.

The property forms part of a parade of similar retail units located between the junctions of Brantley Road and Witton Road (A4040). Witton Railway Station is located within approximately one quarter of a mile distance and the property lies within approximately two miles distance to the north of Birmingham City Centre.

Accommodation

Ground Floor

Retail Shop/Office: 18.1sq.mtrs (195sq.ft) with aluminium shop front with roller shutter protection,
Rear Office: 19.82sq.mtrs (213sq.ft) with roller shutter protection to rear window,
Kitchen: 4.12sq.mtrs (44sq.ft), Ladies and Gents Toilets located off rear yard

First Floor

Flat One:

Private Rear Access, Entrance Hall and Stairs, Kitchen, Shower Room with glazed shower cubicle, pedestal wash basin and wc, Lounge/Dining Room, Double Bedroom

Outside

(Front) Small paved forecourt

(Rear) Block paved yard providing off road car parking with vehicular access from a shared rear driveway

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



**33 Willingsworth Road,
Wednesbury,
West Midlands
WS10 7NL**

Property Description

A mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from gas fired central heating, mostly UPVC double glazed windows and off road parking. Willingsworth Road is situated off Leabrook Road (A4037) which leads off the Black Country New Road (A41). The property is currently let on an Assured Shorthold Tenancy at a rental of £350 per calendar month (£4,200 per annum)

Accommodation

Ground Floor

Entrance Hall, Lounge, Dining Room, Veranda/Conservatory with a separate wc, Kitchen

First Floor

Stairs and Landing, Two Bedrooms, Box Room/Store, Bathroom with panelled bath having electric shower over, pedestal wash basin



Outside

(Front) Paved forecourt providing off road parking, shared entry access to rear

(Rear) Patio and partly lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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Freehold Ground Rents
36A, 36B and 38 Cecil Street,
Stourbridge, West Midlands DY8 1XG

Description:

A portfolio of freehold ground rents secured upon three modern residential dwelling houses comprising of a mid terraced, end terraced and semi detached unit along with a private driveway serving the rear car parking area. The properties form part of an established residential area located off Enville Street approximately one quarter of a mile distance to the west of Stourbridge Town Centre.

£170 per annum for the remainder of the term.

Total Current Ground Rent Income:
 £120 per annum

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Each property is subject to a long lease for a term of 99 years which commenced on 1st May 1985 currently at a ground rent of £40 per annum rising on 1st May 2018 to £85 per annum and rising on 1st May 2051 to





Land behind 65-97 Ivy House Road, Rowley Regis, near Oldbury

Description

A sloping irregular shaped unfenced site of approximately 7,360sq.m. (1.82 Acres), lying behind of No's 65 to 97 Ivy House Road. The site is part of a large area of public open space which is bounded by housing to the South. Site boundaries have been surveyed and the plot boundaries can be set out for a nominal charge using GPS survey equipment.

Planning

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

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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0121 247 2233

For further details and Terms & Conditions





Land Behind Kennford Close, Oldbury, West Midlands

Property Description

A sloping irregular shaped unfenced site of about 0.39 Acres (0.16 Hectares). The site is part of a large area of public open space which is bounded by housing.

The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is directly behind and to the West of 8 to 16 Kennford Close. Site boundaries have been surveyed and the plot boundaries can

be set out for a nominal charge using GPS survey equipment.

Planning

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

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

LOT 64

Freehold Vacant Possession

39 North Street, Dudley, West Midlands DY2 7DU

Property Description

A substantial traditional three storey mid terraced villa of brick construction with replacement tile clad roof, which has been converted to provide two well laid out duplex flats both being separately metered. The property provides excellent investment potential but requires modernisation and repair throughout. North Street forms part of an established residential area located off Hall Street and conveniently within a quarter of a mile distance from Dudley Town Centre providing a wide range of amenities and services.

Accommodation

Shared Entrance Hall.

Flat 1

Ground Floor

Entrance Hall, Lounge, Breakfast/Kitchen.

First Floor

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

Flat 2

Ground Floor

Reception Hall, Kitchen, Lounge.

First Floor

Stairs and Landing, Bedroom, Bathroom with panelled bath, pedestal wash basin and WC.



Outside

(front) – Walled forecourt
(rear) – Shared garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Note:

The property is in a poor state of repair and all parties wishing to view must do so with utmost caution and entirely at their own risk.

Neither the vendors nor auctioneers accept any liability for any injury or harm caused.

LOT 65

Freehold Vacant Possession

40 North Street, Dudley, West Midlands DY2 7DU

Property Description

A substantial traditional three storey mid terraced villa of brick construction with replacement tile clad roof, which has been converted to provide two well laid out duplex flats both being separately metered. The property provides excellent investment potential but requires modernisation and repair throughout.

North Street forms part of an established residential area located off Hall Street and conveniently within a quarter of a mile distance from Dudley Town Centre providing a wide range of amenities and services.

Accommodation

Shared Entrance Hall.

Flat 1

Ground Floor

Entrance Hall, Lounge, Breakfast/Kitchen.

First Floor

Stairs and Landing, Three Bedrooms, Bathroom

Flat 2

Ground Floor

Reception Hall, Kitchen, Lounge.



First Floor

Stairs and Landing, Bedroom, Bathroom

Outside

(front) – Walled forecourt
(rear) – Shared garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Note:

The property is in a poor state of repair and all parties wishing to view must do so with utmost caution and entirely at their own risk. Neither the vendors nor auctioneers accept any liability for any injury or harm caused.

LOT 66

Leasehold Vacant Possession



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

Property Description:

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

Accommodation:

Ground Floor:

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

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

Outside:

Communal gardens and parking area

Leasehold Information:

Term: 199 years from 29th September 1990

Ground Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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Freehold Commercial Premises By Instruction of the Mortgagees Not In Possession



11 Crown Close, Bromsgrove, Worcestershire, B61 8DJ

Property Description:

A predominantly brick built Restaurant premises, located on Crown Close, albeit fronting Market Street, within close proximity to the shops and amenities of Bromsgrove Town Centre.

Bromsgrove itself is a town in the county of Worcestershire, approximately 11 miles to the South West of Birmingham City Centre and 12 miles to the North East of Worcester City Centre.

Accommodation:

(Not Inspected)

Important Note:

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

as to whether or not the property is occupied nor can they provide confirmation of any tenancies that may or may not be in place.

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

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



8 Elizabeth Mews Oldbury West Midlands B69 2NA

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved fore-garden. The property benefits from having UPVC double glazing and gas fired central heating. Elizabeth Mews is located off Alexandra Way which in turn is found off Hill Road which can be found off both Dudley Road West (A433) and Birmingham Road (A4123)

Accommodation:

Ground Floor:

Entrance porch, lounge and kitchen.

First Floor:

Bedroom and bathroom having panelled bath washbasin and wc.

Outside:

(Front) Paved fore-garden

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk



Viewings:

Via Cottons – 0121 247 2233



143 Osborn Road, Sparkbrook, Birmingham B11 1PS

Property Description:

A substantial end-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing, gas fired central heating and 3 double bedrooms to the first floor and a loft room to the second floor. Osborn Road runs between Anderton Road and Warwick Road (A41) and the property is situated on the junction of Madeley Road.

Accommodation:

Ground Floor:

Lounge, dining room, kitchen, reception room and bathroom having panelled bath, washbasin and wc.

First Floor:

Having three double bedrooms and bathroom with panelled bath washbasin and wc stairs to

Second Floor:

Loft Room

Outside:

(Rear) Yard

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 70**Freehold Vacant Possession**
On behalf of the Joint LPA Receivers**119 Lime Street,
Wolverhampton
WV3 0EX****Property Description**

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from UPVC double glazed windows and external doors, gas fired central heating and modern bathroom fitments. Lime Street leads off Owen Road which in turn leads off Lea Road and forms part of an established and traditional residential area located within approximately half a mile distance to the south west of Wolverhampton City Centre.

Accommodation**Ground Floor**

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

First Floor

Stairs and Landing, Two Double Bedrooms

**Outside**

(Rear) Yard and garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

LOT 71**Freehold Vacant Possession****41 Ettingshall Road, Bilston,
West Midlands, WV14 9UJ****Property Description:**

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

Accommodation:**Ground Floor:**

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

First Floor:

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

Outside:

(Front) Block paved fore-garden

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

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



130 Dudley Road East, Oldbury, West Midlands B69 3EB

Property Description

A traditional semi detached house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a walled foregarden benefiting from gas fired central heating and UPVC double glazed windows. The property is conveniently located within approximately half a mile distance from Oldbury Town Centre providing access to a wide range of retail amenities and services and within approximately one and a quarter of mile distance from the M5 Motorway (junction 2)

Accommodation

Ground Floor

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

First Floor

Stairs and Landing, Three Bedrooms

Outside

(Front) Walled foregarden

(Rear) Yard area with stores and garden



Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

934 Pershore Road, Selly Park, Birmingham B29 7PU

Property Description

A traditional three storey semi detached house of brick construction surmounted by a pitched replacement tile clad roof, requiring complete modernisation and repair. The property offers well laid out accommodation which currently includes four bedrooms and benefits from off road forecourt parking. The property is situated close to the junction with Hobson Road within approximately one mile distance from both the University of Birmingham located in Selly Oak and Selly Oak Hospital and is further located within approximately three miles distance to the south of Birmingham City Centre.

Accommodation

Ground Floor

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

First Floor

Stairs and Landing, Bedroom One (scope for subdivision to provide two bedrooms), Bedroom Two, Bathroom with bath, wash basin and wc, Bedroom Three



Second Floor

Stairs and Landing, Bedroom Four Outside

(Front) Forecourt providing off road parking, shared pedestrian side access to

(Rear) Rear yard and garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





**42 & 42A Commonside, Brierley Hill,
West Midlands DY5 4LD**

Description:

An investment opportunity comprising of an end terraced former dwelling house of traditional brick construction surmounted by a pitched slate clad roof which we understand was converted in approximately 1988 into two self contained flats. The property benefits from part UPVC double glazed windows and flat 42 benefits from gas fired central heating. Commonside is a continuation of Pensnett Road (B4179) and the property forms part of an established residential area located within approximately one mile distance from both Merry Hill Shopping Centre and Russell's Hall Hospital. The property benefits from off road parking located to the rear and requires some modernisation and improvement throughout.

Rental Income:

Flat 42A: Vacant and in need of repair
Flat 42: Let on an Assured Shorthold Tenancy: Rental £89 per week (£4,628 per annum)

Accommodation
Ground Floor

Flat 42A: Entrance Hall, Breakfast Kitchen, Lobby, Bathroom with bath, wash basin and wc, Lounge, Cellar Access providing Two Rooms, Double Bedroom

First Floor

Flat 42: Entrance Hall, Stairs and Landing, Lounge, Double Bedroom, Shower Room with shower cubicle, Cloak Room with wc and wash basin, Breakfast Kitchen

Outside

(Rear) Shared vehicular right and yard area providing two car parking spaces

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 75

Freehold Vacant Possession

9 Seymour Road, Wollescote, Stourbridge, West Midlands DY9 8TB

Property Description

A traditional semi detached house of brick construction surmounted by a pitched tile clad roof, requiring complete modernisation and improvement throughout including the provision of a bathroom. Seymour Road forms part of an established residential area and leads directly off Balds Lane which in turn leads off The Hayes (A458). Stourbridge Town Centre lies within approximately one and a half miles distance to the west.

Accommodation

Ground Floor

Front Reception Room, Lobby, Rear Reception Room, Cellar Access, Rear Lobby, Kitchen with two store cupboards

First Floor

Stairs and Landing, Three Bedrooms



Outside

(Front) Walled foregarden

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

LOT 76

Leasehold Vacant Possession

37 Cheddar Road, Balsall Heath, Birmingham B12 9LJ

Property Description

An end terraced house of traditional brick construction surmounted by a pitched tile clad roof, requiring complete modernisation and repair throughout. The property overlooks Calthorpe Park and Cheddar Road comprises of a cul-de-sac which leads off Edward Road and which in turn leads off Pershore Road (A441)

Accommodation

Ground Floor

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

First Floor

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

Outside

Shared pedestrian entry access to yard and garden

Leasehold Information

Lease Term: 50 Years from 21 June 2001
Ground Rent: £1,040 per annum



Important Note:

We are advised by the vendors' solicitors that qualifying notices for the purchase of the freehold have been served upon the freeholder and the benefit of this will be assigned to the purchaser

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



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38 Alexander Road, Acocks Green, Birmingham B27 6SE

Property Description:

A traditional three storey mid terraced house of rendered brick construction, surmounted by a replacement tile clad roof and benefitting from majority UPVC double glazed windows. The property itself is offered for sale in presentable condition and has been formally converted to three Self-contained Flats. Alexander Road itself leads off Yardley Road (B4146) and the property is conveniently located within approximately half a mile distance from Acocks Green Shopping Centre providing a wide range of local amenities and within less than a quarter of a mile distance from Acocks Green Railway Station. All three of the flats are let on Assured Shorthold Tenancies producing a total rental of £1,200pcm, (£14,400 per annum), a schedule of tenancies are detailed below.

Schedule of Tenancies:

Flat 1 - £425 pcm (£5,100 per annum)

Flat 2 - £425 pcm (£5,100 per annum)

Flat 3 - £350 pcm (£4,200 per annum)

Accommodation:

Ground Floor:

Communal Reception Hall:

Flat 1:

Entrance Hall, Lounge, Kitchen, 2 Bedrooms, Bathroom with panel bath, wash basin & WC,

First Floor:

Flat 2:

Kitchen, Living Room, 2 Bedrooms, Bathroom with Panel Bath, wash basin & WC.

Second Floor:

Flat 3:

Kitchen, Living Room, Bedroom, Shower Room with shower, vanity wash basin & WC.

Outside:

Outside (front) – Walled fore-garden

Outside (rear) – lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



39A Summerfield Crescent, Edgbaston, Birmingham B16 0EN

Property Description:

A substantial three storey detached house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a walled foregarden and enjoying views over Edgbaston Reservoir which is located to the rear. The property benefits from three reception rooms and five bedrooms but requires complete repair and refurbishment. Summerfield Crescent forms part of a traditional and established residential area and is located off both Gillott Road and Icknield Port Road.

Accommodation:

Ground Floor:

Vestibule Entrance, Reception Hall with Cellar Access, Front Reception Room, Rear Reception Room, Dining Room, Kitchen with Pantry

First Floor:

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

Second Floor:

Stairs and Landing, Two Double Bedrooms

Outside:

(Front) Walled foregarden, gated pedestrian side access to rear

(Rear) Yard, brick store and wc, lawned garden and enjoying views over Edgbaston Reservoir

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





**34 Millfield Road, Handsworth Wood,
Birmingham B20 1EE**

Property Description:

A traditional bay fronted semi detached house of brick construction surmounted by a hipped tile clad roof and requiring complete modernisation and improvement throughout. The property forms part of a popular and established residential area located within approximately one quarter of a mile distance to the west of Hamstead Hill (B4124) which leads to Walsall Road (A34) and which in turn provides access to both The Scott Arms Shopping Centre and the M6 Motorway (junction 7)

Accommodation:
Ground Floor:

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

First Floor:

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

Outside:

(Front) Lawned foregarden and driveway leading to side garage

(Rear) Yard and a predominantly lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Preliminary Auction



Guide Price - Refer

**12 Three Storey Freehold Vacant Shop
Premises**

For further details, please contact

Preliminary Auction Notices 26 May 2010



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

Guide Price - £280,000 PLUS

Two houses and a site extending to
approximately 0.7 Acres

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



**Guide Price -
£200,000 PLUS**

Notices 26 May 2010



Crown Buildings, Alum Rock Road and
Washwood Heath Road, Alum Rock, B'Ham


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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:
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