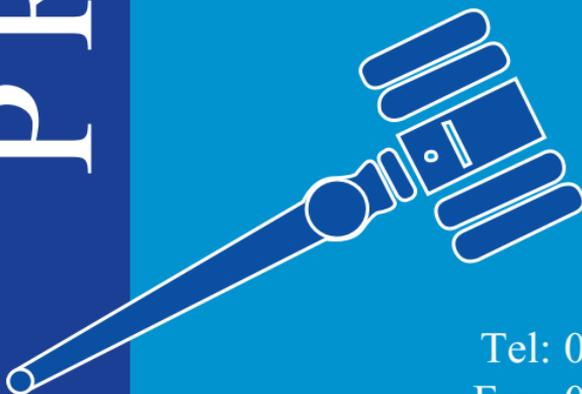


PROPERTY AUCTION

Cottons
Chartered Surveyors

THURSDAY
17TH FEBRUARY 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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

82 LOTS

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

- 7 Freehold Commercial Investment
- 2 Freehold Development Land
- 4 Freehold Land
- 2 Freehold Garages
- 10 Freehold Residential Investment
- 4 Freehold Vacant Commercial
- 1 Freehold Vacant Hotel
- 30 Freehold Vacant Residential
- 7 Leasehold Residential Investment
- 2 Leasehold Vacant Commercial
- 9 Leasehold Vacant Residential
- 1 Leasehold Commercial Investment
- 1 Freehold Com/Res Investment
- 1 Freehold Redevelopment Opportunity
- 1 Freehold Commercial

ORDER OF SALE

Lot	Property	
1	68 WOODBOURNE ROAD, SMETHWICK	Freehold Vacant Residential
2	43 BRIAN ROAD, SMETHWICK	Freehold Vacant Residential
3	34 ST. DOMINICS ROAD, ERDINGTON	Freehold Vacant Residential
4	33 WEST PARK AVENUE	Freehold Vacant Residential
5	49 CHELSTON ROAD, NORTHFIELD	Freehold Vacant Residential
6	111 COLLIS STREET, STOURBRIDGE	Freehold Vacant Residential
7	50 BURNSIDE WAY, LONGBRIDGE	Leasehold Vacant Residential
8	530 WOLVERHAMPTON ROAD EAST, WOLVERHAMPTON	Freehold Vacant Residential
9	1 TAY GROVE, KINGS NORTON	Freehold Residential Investment
10	17 BOYDON CLOSE, WOLVERHAMPTON	Freehold Residential Investment
11	272 NEWBURY LANE, OLDBURY	Freehold Residential Investment
12	274 NEWBURY LANE, OLDBURY	Freehold Residential Investment
13	GARAGE NO. 4 FIELD CLOSE, SHELDON	Freehold Garage
14	GARAGE NO. 6 FIELD CLOSE, SHELDON	Freehold Garage
15	95 WRENS NEST ROAD, DUDLEY	Freehold Residential Investment
16	17 THE FOLD, KINGS NORTON	Leasehold Vacant Residential
17	31 DUNSLADE ROAD, ERDINGTON	Leasehold Vacant Residential
18	135 MOUNT PLEASANT, REDDITCH	Freehold Residential Investment
19	41 WYNDCLIFF ROAD, SMALL HEATH	Freehold Vacant Residential
20	GROUND AND FIRST FLOOR, 30 MAIN STREET, DICKENS HEATH	Leasehold Vacant Commercial
21	39 - 45 WASHWOOD HEATH ROAD, SALTLEY	Freehold Vacant Commercial
22	17 LANGLEY DRIVE, CASTLE BROMWICH	Leasehold Vacant Commercial
23	FLAT 8 SYCAMORE HOUSE, RECTORY ROAD, NORTHFIELD	Leasehold Residential Investment
24	FLAT 9 SYCAMORE HOUSE & GARAGE NUMBER 9, RECTORY ROAD	Leasehold Residential Investment
25	89 VERNON WAY, BLOXWICH, WALSALL	Freehold Vacant Residential
26	98 RICHARDS STREET, WEDNESBURY	Freehold Vacant Residential
27	13 GOWER STREET, WALSALL	Freehold Vacant Residential
28	408 MOSELEY ROAD, BALSALL HEATH	Freehold Vacant Commercial
29	410 MOSELEY ROAD, BALSALL HEATH	Freehold Vacant Commercial



30	HAVEN HOTEL, 15 CLAREMONT STREET, BILSTON	Freehold Vacant Hotel
31	RESTAURANT & SHEESHA GARDEN, 151 LONDON ROAD, LEICESTER	Freehold Commercial Investment
32	LAND AT TURLEY ROAD, DUDLEY, WEST MIDS	Freehold Development Land
33	FLAT 10 BRIDGE LOFTS, 3 LEICESTER STREET, WALSALL	Leasehold Vacant Residential
34	136 VILLAGE ROAD, BIRMINGHAM	Freehold Vacant Residential
35	225 SEVERNE ROAD, ACOCKS GREEN	Freehold Residential Investment
36	FLAT 15 LAWNWOOD HOUSE, CHURCH AVENUE, STOURPORT-ON-SEVERN	Leasehold Residential Investment
37	35 RALEIGH ROAD, BILSTON	Freehold Vacant Residential
38	58 TENNYSON ROAD, WOLVERHAMPTON	Freehold Vacant Residential
39	LAND ADJACENT TO 30 CLAY LANE, OLDBURY	Freehold Land
40	CAR REPAIR WORKSHOP/RETAIL PREMISES, ADJ TO 472 TESSALL LANE	Freehold Vacant Workshop
41	56 VILLA ROAD, BIRMINGHAM	Freehold Commercial Investment
42	22 HARROWBY DRIVE, TIPTON	Leasehold Residential Investment
43	179 KENT ROAD, WEDNESBURY	Leasehold Residential Investment
44	11 GROVE STREET, DUDLEY	Leasehold Vacant Residential
45	70 LONSDALE ROAD, HARBORNE	Freehold Vacant Residential
46	FORMER DOCTORS' SURGERY 217 TOLL END ROAD, TIPTON	Freehold Vacant Redevelopment Opp
47	2 - 24 BRET福德 ROAD, COVENTRY	Leasehold Vacant Residential
48	121 KING EDWARD ROAD, COVENTRY	Freehold Commercial Premises
49	19 PARK ROAD, COVENTRY	Freehold Vacant Residential
50	39 ETTINGSHALL ROAD, BILSTON	Freehold Vacant Residential
51	41 ETTINGSHALL ROAD, BILSTON	Freehold Vacant Residential
52	1 OAK AVENUE, RUNCORN ROAD	Freehold Vacant Residential
53	8 MYRTLE AVENUE, RUNCORN ROAD	Freehold Vacant Residential
54	9/11 BARBOURNE WALK, WORCESTER	Freehold Commercial Investment
55	63 BALMORAL DRIVE, WILLENHALL	Freehold Vacant Residential
56	3 & 5 BROOK STREET & 1 & 2 BAKERS COURT, RAUNDS	Freehold Commercial/Residential Investment
57	LAND ADJ PREMIER INN, WOLVERHAMPTON ROAD, OLDBURY	Freehold Land
58	LAND 7D, PORTWAY HILL, TIVIDALE, OLDBURY	Freehold Land
59	LAND ON THE NORTH WEST SIDE OF STONEY LANE, BALSALL HEATH	Freehold Land/Premises
60	35 DEXTER WAY, WARMINGTON, PETERBOROUGH	Freehold Vacant Residential
61	39 COLES LANE, WEST BROMWICH	Freehold Residential Investment
62	63 CALDER, STONEY DELPH, TAMWORTH	Freehold Vacant Residential
63	10 BIRCHILL AVENUE, WOMBOURNE	Freehold Residential Investment
64	17 CLARENCE STREET, DUDLEY	Freehold Vacant Residential
65	21 VICTORY AVENUE, WEDNESBURY	Freehold Vacant Residential
66	29 TRINITY ROAD, ASTON	Freehold Premises
67	57-59 ALUM ROCK ROAD, BIRMINGHAM	Freehold Commercial Investment
68	67 ALUM ROCK ROAD, ALUM ROCK	Freehold Commercial Investment
69	77 ALUM ROCK ROAD, ALUM ROCK	Freehold Commercial Investment
70	79 ALUM ROCK ROAD, ALUM ROCK	Freehold Commercial Investment
71	166 ALUM ROCK ROAD, ALUM ROCK	Freehold Commercial Investment
72	1A MEMBURY ROAD, WASHWOOD HEATH	Freehold Vacant Residential
73	22 WORCESTER ROAD, WILLENHALL	Leasehold Vacant Residential
74	28 COLEBRIDGE CRESCENT, COLESHILL	Leasehold Vacant Residential
75	100 ORCHARD STREET, BRIERLEY HILL	Freehold Residential Investment
76	FLAT 2 JACEY BUILDINGS, BIRMINGHAM ROAD, SUTTON COLDFIELD	Leasehold Vacant Residential
77	FLAT 4 JACEY BUILDINGS, BIRMINGHAM ROAD, SUTTON COLDFIELD	Leasehold Vacant Residential
78	APT 7, THE BARTLEET, MOUNT PLEASANT, REDDITCH	Leasehold Residential Investment
79	APT 8, THE BARTLEET, MOUNT PLEASANT, REDDITCH	Leasehold Residential Investment
80	5 WHEELWRIGHT ROAD,	Freehold Vacant Residential
81	322 DYAS ROAD, GREAT BARR	Freehold Vacant Residential
82	94 SHIRLEY ROAD, ACOCKS GREEN	Freehold Vacant Residential

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

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

Auction Manager Sue Worrall

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



IMPORTANT NOTICE

PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

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

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

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

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

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

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

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

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

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

MISREPRESENTATION ACT

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

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





68 Woodbourne Road, Smethwick, West Midlands B67 5NB

Property Description:

A traditional semi detached house of brick construction surmounted by a pitched slate clad roof, benefiting from gas fired central heating and part UPVC double glazed windows but requiring complete modernisation and improvement.

Woodbourne Road forms part of a popular residential area which leads off Abbey Road and it is within walking distance of Warley Park and within approximately half a mile distance from Bearwood Road Shopping Centre.

Accommodation:

Ground Floor:

Vestibule Porch, Reception Hall, Through Lounge/Dining Room, Kitchen (no fitments), Veranda, Side Garage/Store with brick store and wc

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom (no fittings)

Outside:

(Front) Foregarden and driveway

(Rear) Garden

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.





43 Brian Road, Smethwick, West Midlands B67 7LQ

Property Description:

A traditional semi detached house of part rendered brick construction surmounted by a hipped slate clad roof, benefiting from three bedrooms and gas fired central heating. Brian Road leads off Marion Road and the property forms part of a popular residential area and is located within approximately one mile distance of the M5 Motorway (junction 1) and approximately one and a half miles distance from Bearwood Road Shopping Centre.

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

(Front) Gravelled foregarden, shared pedestrian side access to rear

(Rear) Paved yard, brick built store and wc and a partly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit Card

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

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

Personal/Company Cheque

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

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





34 St Dominics Road, Erdington, Birmingham B24 8LG

Property Description:

A semi detached house of brick construction surmounted by a tile clad roof, requiring complete repair and renovation throughout. St Dominics Road leads off Tyburn Road (A38) and the property is situated at the junction with Hawkesyard Road. The M6 Motorway (junction 6) and Gravelly Hill Railway Station are both within approximately half a mile distance and Erdington High Street is within approximately three quarters of a mile distance.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Kitchen (no fitments) with pantry and walk in store, Bathroom (no fitments)

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

Gardens to front, side and rear

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

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





**33 West Park Avenue,
Northfield, Birmingham B31 5BE**

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from gas fired central heating and part UPVC double glazed windows but requiring modernisation and improvement throughout. West Park Avenue forms part of an established residential area and leads directly off Bristol Road South (A38) approximately half a mile distance to the south of Northfield Shopping Centre.

Accommodation:

Ground Floor:

Porch, Reception Hall, Through Lounge/Dining Room, Kitchen with Pantry, Lean to Garage/Utility

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bathroom with panelled bath, wash basin and wc

Outside:

(Front) Lawned foregarden and concrete hard standing

(Rear) Partly paved garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Wednesday 6th April 2011** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



LOT 5**Freehold Vacant Possession****49 Chelston Road,
Northfield, Birmingham
B31 5BS****Property Description:**

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

Accommodation:**Ground Floor:**

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

First Floor:

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

**Outside:**

(Front) Foregarden and Driveway leading to garage

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 6**Freehold Vacant Possession****111 Collis Street, Stourbridge,
West Midlands DY8 4EA****Property Description:**

A semi-detached property of brick construction surmounted by an interlocking tiled clad roof set back from the road and walled fore-garden and paved driveway giving access to off road parking. The property benefits from well laid accommodation however does require some modernisation and improvement. The property is located on Collis Street (A4102) close to the junction with Vale Street. The property is within approximately 1 miles distance from Stourbridge Centre.

Accommodation:**Ground Floor:**

Entrance Hallway, Through Lounge, Dining Room, Kitchen, Rear Lobby with storeroom,

First Floor:

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

Outside:

(Front) Walled fore-garden and paved driveway

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**50 Burnside Way,
Longbridge,
Birmingham B31 4JY**

Property Description:

A purpose built first floor maisonette forming part of a two storey building providing well laid out accommodation, benefiting from UPVC double glazed windows but requiring renovation and modernisation throughout including the provision of bathroom and kitchen fittings. Burnside Way comprises of a cul-de-sac and leads directly off Longbridge Lane which in turn leads off Bristol Road South (A38) Longbridge Railway Station is located within approximately within one quarter of a mile distance and the property is located close to the former Rover Car Works in an area undergoing significant redevelopment with the creation of a new Town Centre, housing and amenities.

Accommodation:

Ground Floor:

Entrance Hall

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bathroom (no fittings), Open Plan Lounge/Kitchen (no fittings)

Outside:



Leasehold Information:

Lease Term: 99 years from 24th June 1960
Ground Rent: £12.50 per annum

Important Note:

We are advised by the Vendor that qualifying notices for the extension of the existing lease 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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**530 Wolverhampton Road East,
Wolverhampton, WV4 6AP**

Property Description:

A three bed-roomed semi-detached property of brick construction surmounted by a tiled clad roof set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazing, gas fired central heating and off road parking. The property is located on Wolverhampton Road East (A459) and located between Lawnswood Avenue and Greenly Road. The property itself is within approximately two miles distance from Wolverhampton City Centre.

Accommodation:

Ground Floor:

Entrance hall, lounge, dining room, rear reception room, kitchen, shower room and cellar, Stairs to

First Floor:

Three bedrooms and stairs to

Second Floor:

Loft room

Outside:

(Front) Walled fore-garden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

DEPOSITS AND ADMINISTRATION FEE

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

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- Personal/Company Cheque
- Debit Card Payments

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

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





**1 Tay Grove, Kings Norton,
Birmingham B38 9JU**

Property Description

A three bedroom end terraced property set back from the road behind a lawned garden and surmounted by a tiled roof. The property benefits from having UPVC double glazing and gas fired central heating. Tay Grove is located off Shannon Road. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £575 per calendar month (6,900 per annum).

Accommodation

Ground Floor

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

First Floor

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

Outside

(Front) Lawned foregarden
(Rear) Paved yard

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

**17 Boydon Close,
Wolverhampton
WV2 2NE**

Property Description:

A three storey end terraced house providing well laid out accommodation and benefitting from four bedrooms, mostly upvc double glazed windows and an integral garage.

Boydon close is located off George Street which in turn leads off Ettingshall Road (A4126) and the property is within one and a quarter of a mile distance from Wolverhampton City Centre. The property is currently let on an assured shorthold tenancy at a rental of £450.00 per calendar month (£5,400 per annum)

Accommodation:

The property has not been inspected internally by the Auctioneers and we are advised by the vendor that it contains the following accommodation.

Ground Floor:

Entrance Hall, Bedroom Four

First Floor:

Stairs and Landing, Lounge, Kitchen



Second Floor:

Stairs and Landing, Three Bedrooms, Bathroom

Outside

Front: foregarden and driveway to Integral Garage

Rear: Garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 11

272 Newbury Lane, Oldbury, West Midlands B69 1JG

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set back behind a paved forecourt providing off road parking and benefiting from UPVC double glazed windows to at least the front elevation. Newbury Lane leads directly off Wolverhampton Road (A4123) and the property is located within approximately one mile distance from the M6 Motorway (junction 2).

The property is currently let on a Regulated Tenancy at a registered rental of £72 per week (£3,744 per annum) effective from 11th August 2009

Accommodation:

Whilst the Auctioneers have not carried out an internal inspection of the property, the Rent Registration Document refers to the following accommodation:

Ground Floor:

Living Room, Kitchen/Diner

Freehold Investment



First Floor:

Three Bedrooms and Bathroom with wc

Outside:

(Front) Forecourt providing off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 12

274 Newbury Lane, Oldbury, West Midlands B69 1JG

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set back behind a paved forecourt providing off road parking and benefiting from UPVC double glazed windows to at least the front elevation. The property also benefits from gas fired central heating installed by the tenants. Newbury Lane leads directly off Wolverhampton Road (A4123) and the property is located within approximately one mile distance from the M6 Motorway (junction 2).

The property is currently let on a Regulated Tenancy at a registered rental of £72 per week (£3,744 per annum) effective from 19th February 2010

Accommodation:

Whilst the Auctioneers have not carried out an internal inspection of the property, the Rent Registration Document refers to the following accommodation:

Ground Floor:

Living Room, Kitchen/Diner

Freehold Investment



First Floor:

Three Bedrooms and Bathroom with wc

Outside:

(Front) Forecourt providing off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Garage No 4, Field Close, Sheldon, Birmingham, B26 2NA

Description:

A freehold vacant lock up garage forming part of a linear block situated to the rear of numbers 8 to 26 Field Close and accessed by way of a shared driveway. Field Close comprises of a cul-de-sac which leads off Willclare Road which in turn leads off Barrows Lane. The garage is suitable for either investment or owner occupation.

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 **Wednesday 6th April 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.





Garage No 6, Field Close, Sheldon, Birmingham, B26 2NA

Description:

A freehold vacant lock up garage forming part of a linear block situated to the rear of numbers 8 to 26 Field Close and accessed by way of a shared driveway. Field Close comprises of a cul-de-sac which leads off Willclare Road which in turn leads off Barrows Lane. The garage is suitable for either investment or owner occupation.

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.



LOT 15

By Instruction of The LPA Receivers Freehold Investment

95 Wrens Nest Road, Dudley, DY1 3LL

Property Description:

An end terraced property of brick construction, surmounted by a pitched roof and benefitting from gas fired central heating, upvc double glazing and off road parking to the front. The property is currently let on an Assured Shorthold Tenancy at a rental of £475 (£5,700pa).

Accommodation:

Ground Floor:

Reception Hall, Living Room, Kitchen, Conservatory

First Floor:

Stairs and Landing, Two Bedrooms, Bathroom

Outside:

(Front) Driveway provided Off Road Parking with Lawned Garden

(Rear) Lawned Garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 16

Leasehold Vacant Possession

17 The Fold Kings, Norton, Birmingham B38 9BL

Property Description:

A two bed-roomed duplex flat surmounted by a tiled clad roof situated on the first and second floors over a retail unit that forms part of a shopping parade. The property benefits from having part UPVC double glazing. The Fold is located off Bentmead Grove which can be found off Sisefield Road which in turn is located off Primrose Hill.

Accommodation:

Ground Floor:

Communal stairway to

First Floor:

Entrance hallway, lounge and kitchen stairs to

Second Floor:

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

Outside:

(Front) Small roof garden.

Leasehold Information:

Term: 75 Years from 4 August 1972

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

**ALBION
ESTATES**





**31 Dunslade Road, Erdington,
Birmingham B23 5LR**

Property Description:

A much improved and presentable end terraced house of brick construction surmounted by a hipped tile clad roof, benefiting from gas fired central heating and having been recently refurbished throughout to include UPVC double glazed windows and external doors, modern kitchen and bathroom fittings, redecoration and new carpets and floor coverings. The property forms part of a predominantly residential area and Dunslade Road is located off Abbeyfield Road which in turn leads off Lodge Road and is located within approximately one mile distance to the north of Erdington Shopping Centre.

Accommodation:

Ground Floor:

Porch, Entrance Hall, Lounge, Dining Kitchen with attractive range of modern fitted units incorporating stainless steel oven, hob and cooker hood

First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with modern suite comprising panelled bath having

electric shower over, pedestal wash basin and wc

Outside:

(Front) Lawned foregarden

(Rear) Paved patio and 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 14th April 2011. Please refer to the legal pack for full details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Find us on the web @

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E-mail: auctions@cottons.co.uk



LOT 18

135 Mount Pleasant, Redditch, Worcestershire B97 4JE

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a walled foregarden. The property forms part of a small terrace of similar houses located between Haynes House and Partridge House apartments and conveniently within approximately one quarter of a mile distance from Redditch Town Centre providing access to a wide range of retail amenities and services. The property is currently let on a Regulated Tenancy at a registered rental of £72.50 per week (£3,770 per annum) effective from 7th August 2009.

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, we understand from the rent registration document that it has the following accommodation:

Ground Floor:

Reception Room and Kitchen

Freehold Investment



First Floor:

Two Bedrooms and Bathroom

Second Floor:

Attic Room

Outside:

Gardens to front and rear

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 19

41 Wyndcliff Road, Small Heath, Birmingham B9 5BD

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, requiring modernisation and repair throughout. Wyndcliff Road forms part of an established residential area and comprises of a cul-de-sac located off Green Lane which in turn leads off Coventry Road. The property is located within approximately one mile distance to the East of Birmingham City Centre.

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall with Cellar Access, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

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

Outside:

(Front) Small walled foregarden

Freehold Vacant Possession



(Rear) Yard/garden with brick store and shared pedestrian access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**On behalf of the Joint LPA Receivers
Leasehold Vacant Possession
(991 Years Unexpired)**



**Ground and First Floor, 30 Main Street,
Dickens Heath, Solihull B90 1UA**

Property Description:

An attractive modern retail unit with accommodation to the ground and first floors, forming part of a prominent four storey development and situated immediately adjacent to Tesco's, in the centre of Dickens Heath village, which contains a range of various retail shops, bar/restaurant and amenities. The property comprises of an attractive hairdressing salon and nail bar to the ground floor with treatment rooms and ancillary accommodation to the first floor over and contains a range of quality fitments. Dickens Heath is located approximately two miles from Solihull Town Centre and approximately six miles east of Birmingham City Centre. Junction 4 of the M42 Motorway is approximately three miles east.

Planning:

We understand that planning permission exists for a hairdressers and beauty salon within class A1 (use classes order). All Interested parties are advised to make their own enquiries, prior to bidding, in respect of any alternative uses.

Accommodation:

Ground Floor:

Hairdressing Salon and Nail Bar with a Large Open Plan Reception Area,

Kitchen and Toilet Facilities. The property has a secondary access from a car park/ service yard located at the rear.

First Floor:

A Series of Treatment Rooms, Additional Hairdressing Facilities, Reception/Waiting Area and a Small Manager's Office

Net Internal Area:

Ground Floor: 154sq.mtrs (1,658sq.ft)
First Floor: 146sq.mtrs (1,571sq.ft)
Total: 300sq.mtrs (3,229sq.ft)

Leasehold Information:

Lease Term: 999 years from 1st January 2003
Ground Rent and Service Charge: Refer to legal pack

Legal Documents:

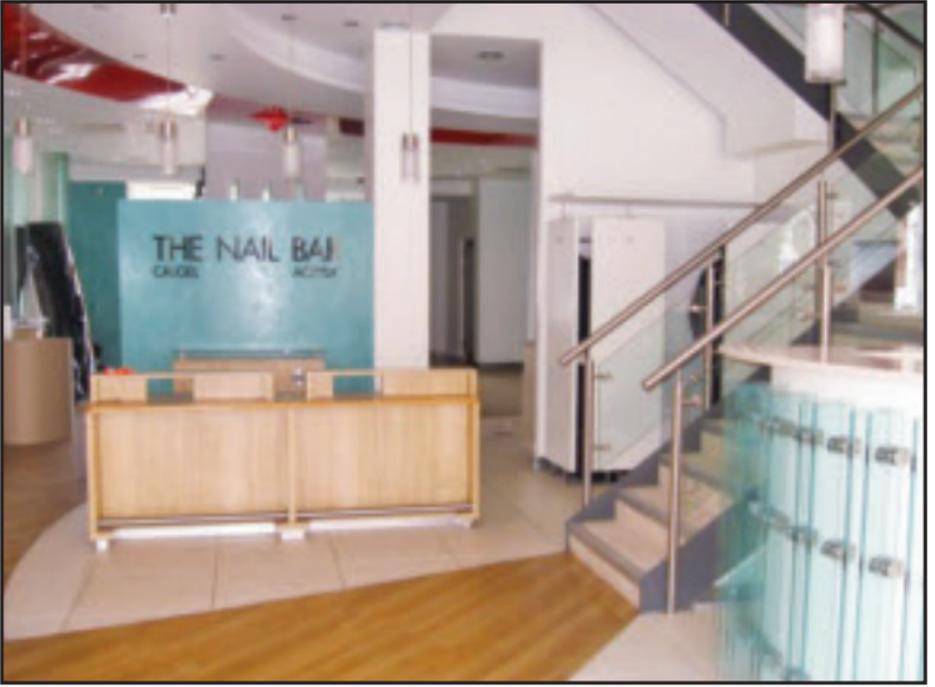
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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







39 – 45 Washwood Heath Road, Saltley, Birmingham B8 1RS

Description:

A substantial office premises, formerly Head Quarters of a nationwide company, and providing a range of office and ancillary accommodation within converted period former residential premises primarily of two storey brick construction linked together and having an integral vehicular access leading to a large car park located to the rear. Furthermore, the property has been extended to provide a range of single storey office accommodation located to the rear of the main building.

The property is prominently situated fronting Washwood Heath Road and extends with a return frontage along Phillimore Road and is located within approximately two miles distance from Birmingham City Centre. The property benefits from gas fired central heating and part double glazed windows.

The total site area extends to approximately 0.522acres (0.211 hectares)

Planning:

The property may be suitable for a variety of commercial, community or residential uses/redevelopment and all interested parties must contact the local planning department at

Birmingham City Council prior to bidding to satisfy themselves of the viability of any proposed schemes/uses which they may have.

Accommodation:

The property provides an extensive range of office and ancillary accommodation including Kitchen and toilet facilities to the ground and first floors along with storage accommodation to the second floor

Net Internal Areas (Approximate):

Ground Floor Offices: 714.95sq.mtrs (7,696sq.ft)

First Floor Offices: 376.96sq.mtrs (4,058sq.ft)

Second Floor Attic Storage: 64.16sq.mtrs (691sq.ft)

Total Net Internal Area: 1,156.07sq.mtrs (12,444sq.ft approximately)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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





BURLEY
BROWNE
Chartered Surveyors



COTTONS
THE AUCTIONEERS





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





**Flat 8 Sycamore House,
Rectory Road, Northfield, B31 2NA**

Property Description:

A purpose built first floor flat forming part of a three storey block and prominently situated at the junction of Rectory Road and Bunbury Road, conveniently located for access to Northfield Shopping Centre which is within approximately one quarter of a mile distance.

The property provides well laid out accommodation which benefits from modern kitchen units, UPVC single glazing, security door entry system and a lock up garage located in an adjacent block.

The property is currently let on a Assured Shorthold Tenancy at a rental of £400 per calendar month (£4,800 per annum)

Accommodation:

Ground Floor:

Communal Entrance Hall with security door entry system

First Floor:

Reception Hall with store cupboard, Bathroom with panelled bath, pedestal wash basin and wc, Lounge/Dining Room, Breakfast Kitchen, Two Bedrooms

Outside:

Communal surrounding gardens with lock up garage located in an adjacent block

Leasehold Information:

Lease Term: 99 Years from 29 September 1966
Ground Rent and Service Charge: Refer to Legal Pack

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 9 Sycamore House, Rectory Road, Northfield, B31 2NA

Property Description:

A purpose built second floor flat forming part of a three storey block and prominently situated at the junction of Rectory Road and Bunbury Road, conveniently located for access to Northfield Shopping Centre which is within approximately one quarter of a mile distance.

The property provides well laid out accommodation which benefits from modern kitchen units, UPVC single glazing, security door entry system and a lock up garage located in an adjacent block.

The property is currently let on a Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 per annum)

Accommodation:

Ground Floor:

Communal Entrance Hall with security door entry system

Second Floor:

Reception Hall, Bathroom with panelled bath, pedestal wash basin and wc, Lounge/Dining Room, Breakfast Kitchen, Two Bedrooms

Outside:

Communal surrounding gardens with lock up garage located in an adjacent block

Leasehold Information:

Lease Term: 99 Years from 29 September 1966

Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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**89 Vernon Way, Bloxwich,
Walsall WS3 2LU**

Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof having UPVC double glazed windows and ample off road car parking located to the rear. Vernon Way leads off Sneyd Lane (A4124) and is situated close to the south Staffordshire/Walsall borders, approximately three miles distance to the north west of Walsall Town Centre.

Accommodation:

Ground Floor:

Covered Entrance, Reception Hall, Cloak Room with wc and wash basin, Dining Room/Kitchen, Lounge

First Floor:

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

Outside:

(Front) Foregarden with pedestrian access

(Rear and Side) Paved full length yard to the side, partly paved rear garden, brick store and driveway with vehicular gated access to a hard standing providing further car parking

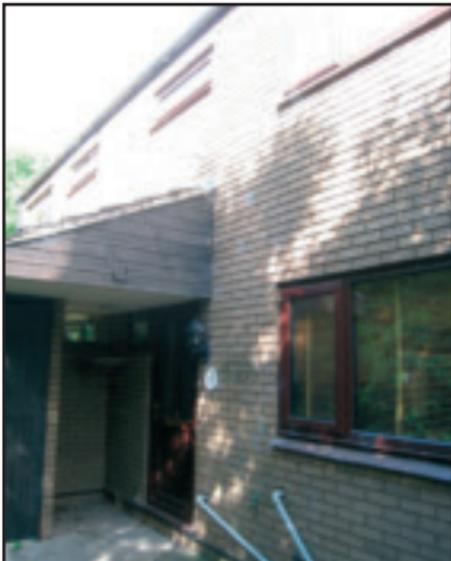
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note: The Buyer will be responsible for the payment of an Auctioneers administration fee of £750 plus VAT upon exchange of contracts and NOT the standard administration fee which is stated in the catalogue.



Walsall
Metropolitan Borough Council





**98 Richards Street, Wednesbury,
West Midlands WS10 8AL**

Property Description:

A modern detached house of cavity brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows and external doors, conservatory, along with a garage and off road parking. The property is situated at the junction of Richard Street and Heath Road and conveniently within approximately one mile distance from both the M6 Motorway and Junction 9 Retail Park.

Accommodation:

Ground Floor:

Reception Hall, Cloak Room with wc and wash basin, Lounge, Kitchen, Dining Room, UPVC double glazed Conservatory

First Floor:

Stairs and Landing, Three Bedrooms, Bath/Shower Room

Outside:

(Front) Foregarden extending to the side
(Rear) Patio, garden and garage with vehicular access off Heath Street

Note 1: Walsall Council intend to undertake highway improvements adjacent to the property and the

legal pack contains a plan which displays part of the side garden which will be retained as part of the road improvements. All interested parties should refer to the legal pack for a full explanation of the proposed works.

Note 2: The Buyer will be responsible for the payment of an Auctioneers administration fee of £750 plus VAT upon exchange of contracts and NOT the standard administration fee which is stated in the catalogue.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Walsall
Metropolitan Borough Council





13 Gower Street, Walsall WS2 9AS

Property Description:

A three bed-roomed semi-detached property of brick construction surmounted by a pitched tile clad roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having gas fired central heating. Gower Street is located off Darlaston Road (A4038) which in turn can be found off the Bescott Road (A4148). The property is within approximately one and a quarters mile distance from Walsall Town Centre.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Room, Kitchen, Stairs to

First Floor:

Having landing Three Bedrooms and bathroom with panelled bath with electric shower over, wash basin and wc

Outside:

(Front) Walled fore-garden and paved driveway

(Rear) Garden

Legal Documents:

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408 Moseley Road, Balsall Heath, Birmingham B12 9AT

Property Description:

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

Accommodation:

Ground Floor:

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

First Floor:

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

Second Floor:

Stairs and Landing, Store Room/Office

Net Internal Floor Areas:

Ground Floor: 20.91sq.mtrs (1,301sq.ft)
First Floor: 55.7sq.mtrs (600sq.ft)
Second Floor: 27.55sq.mtrs (296sq.ft)
Total: 204.16sq.mtrs (2,197sq.ft)

Outside:

Forecourt Parking Area and Right of Way to Side Access

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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**410 Moseley Road, Balsall Heath,
Birmingham B12 9AT**

Property Description:

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

Accommodation:

Ground Floor:

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

First Floor Flat/Living:

Accommodation:

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

First Floor:

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

Second Floor:

Bedroom

Outside:

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

Net Internal Floor Area:

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

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

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





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

Property Description:

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

Accommodation:

Ground Floor:

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

Reception Office, Bedroom Nine with En-suite Bathroom

First Floor:

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

Outside:

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

Gross Internal Area:

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

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233







**“Al-Mashriq” Restaurant,
151 London Road, Leicester, LE2 1EF**

Property Description:

A substantial single storey, detached character property of brick construction, surmounted by a pitched roof and being located in a prime commercial area of Leicester. The Unit itself benefits from A3 Planning Consent (Restaurants & Cafes) and is currently let, producing £39,500 per annum (see Tenancy Details section)

The property, which was originally a Place of Worship, has been sympathetically refurbished and includes part timber/part tiled floor coverings, vaulted ceilings, fitted serving counter and bar area and stainless steel fitted kitchen units. The work included new frontage, roofing repairs, re-wiring, re-plastering and full redecoration.

The property directly fronts London Road, situated virtually opposite the junction with Highfield Street and adjacent to the Marquis Wellington Public House.

London Road (A6) provides one of the main routes into Leicester City Centre and comprises of a busy and vibrant road containing a diverse range of commercial and retail premises, and further provides access to Leicester Railway Station being within approximately half a

mile distance, and is also within close proximity to DeMontford Hall and gardens, Victoria Park and Leicester University. Leicester City Centre lies approximately three quarters of a mile distant to the North West.

Accommodation:

Ground Floor:

Reception Area leading to Main Dining Hall 225.7sq.m. (2,430sq.ft.)
Kitchen 38.0sq.m. (409sq.ft.)
Male, Female and Disabled WCs

Outside:

Covered Seating Area and access to Cellar

Tenancy Details:

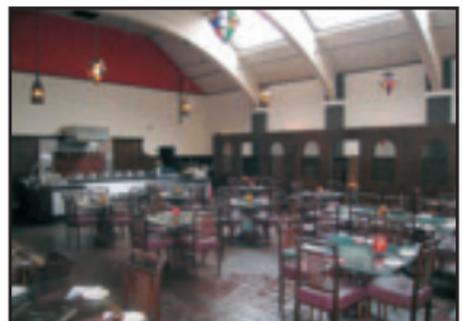
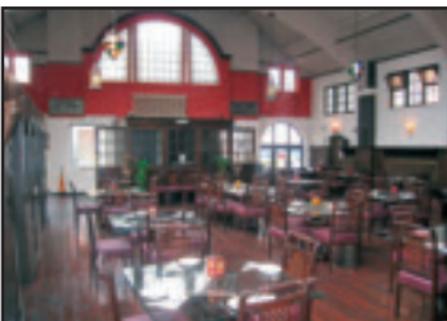
The property is currently let on a 25 year Full Repairing and Insuring lease from 24 August 2006, at a current rental of £39,500 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Architect's Proposed Elevations - Subject To Full Planning Consent

Land at Turley Street, Dudley, West Midlands, DY1 3SP

Property Description:

A parcel of freehold land, roughly rectangular in shape and extending to approximately 0.23 Acres. Outline Planning Consent was granted for the erection of 5 No. three bed terraced properties on 14 December 2010.

The site itself is located directly to the rear of The British Queen, being accessed off Turley Street, which leads off Parkes Hall Road. Dudley Town Centre is located approximately 1.75 miles the South East.

Planning:

An outline planning application was granted on 14 December 2010 by Dudley Metropolitan Borough Council for "...the erection of 5 No. Dwellings (access and layout to be considered)" (Ref No – P10/0991). This is a re-submission of a withdrawn application P10/0602.

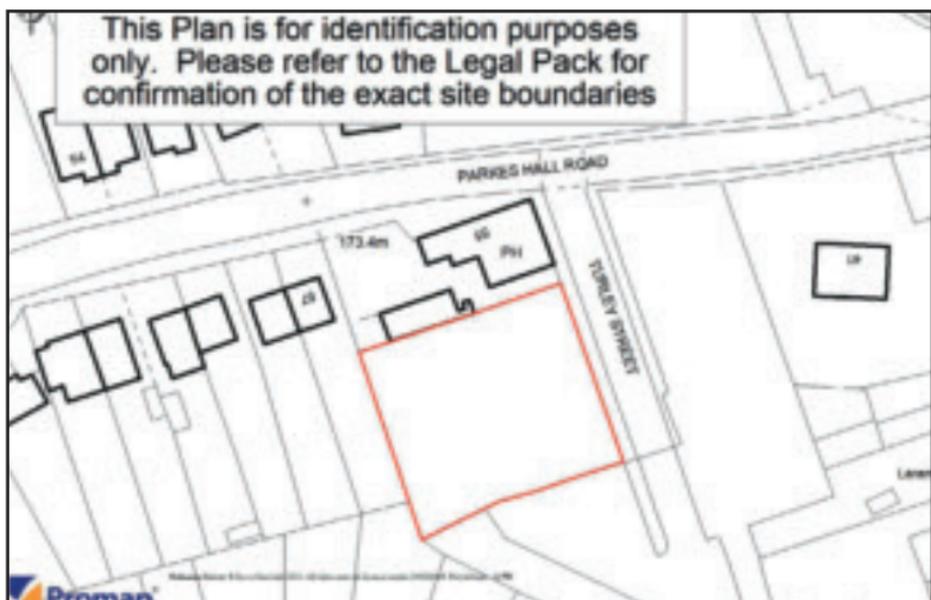
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Please Note: VAT is payable on this lot



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Wednesday 6th April 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 10 Bridge Lofts, 3 Leicester Street,
Walsall WS1 1PT**

Property Description:

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

Accommodation:

Ground Floor:

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

Third Floor:

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

Leasehold Information:

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**136 Village Road,
Aston, Birmingham
B6 6RB**

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road round a walled fore-garden. The property benefits from having UPVC double glazing and gas fired central heating. Village Road is located off Station Road and Serpentine Road both of which can be found off Witton Lane (B4137).

Accommodation:

Ground Floor:

Lounge, Living room, Kitchen and bathroom having panelled bath, wash basin and wc.

First Floor:

Three bedrooms, shower room.

Outside:

(Front) Walled fore-garden.

(Rear) Garden



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

**By Instruction of the Joint LPA Receivers
Freehold Investment**

**225 Severne Road,
Acocks Green,
Birmingham B27 7HS**

Property Description:

A traditional mid terraced property of brick construction surmounted by a pitched tile clad roof, set back from the road behind a foregarden and a grass verge. Severne Road leads off Gospel Lane which in turn leads off Wawick Road (A41) and the property is conveniently within approximately one miles distance from Acocks Green shopping centre which provides access to a wide range of retail amenities and services.

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

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, we understand from The Receivers that it has the following accommodation:

Ground Floor:

Lounge, Kitchen and Bathroom

First Floor:

Three Bedrooms



Outside

Front and Rear Gardens

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





**Flat 15 Lawnswood House, Church Avenue,
Stourport-On-Severn, Worcestershire DY13 9DX**

Property Description:

A well laid out purpose built flat situated on the first floor of a three storey development and benefiting from UPVC double glazed windows and a covered parking space located to the rear. The property is situated in the centre of Stourport-On-Severn in a cul-de-sac which leads off Church Drive and which in turn leads off Minster Road (A451).

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:

Communal Entrance Hall, Stairs and Landing

First Floor:

Entrance Hall, Lounge with French Doors to Small Balcony and Open Plan Kitchen, Inner Hall, Bathroom with panelled bath, pedestal wash basin and wc, Double Bedroom

Outside:

Communal gardens and covered parking space located to the rear

Leasehold Information:

Lease Term: 99 Years from 25 March 1973
Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Freehold Vacant Possession

**35 Raleigh Road,
Bilston,
West Midlands
WV14 8ED**

Property Description:

A semi detached property of brick construction set back from the road behind a lawned foregarden and paved driveway providing off road parking. The property benefits from having UPVC double glazed windows and gas fired central heating. Raleigh Road is located off Elizabeth Avenue which in turn can be found off Edinburgh Road.

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Kitchen and Lean To, stairs to first floor

First Floor:

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



Outside:

(Front) Lawned foregarden

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





**58 Tennyson Road, Wolverhampton,
West Midlands, WV10 8LJ**

Property Description:

A semi-detached three bedroomed property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and tarmac covered driveway giving access to off road parking and garage. The property has been part re-furbished including a full electrical re-wire, re-plastered walls and a flat packed kitchen requiring installation will be included with the sale of the property (a plan of the kitchen and units are available to view in the legal pack). The property further benefits from having UPVC double glazing and plumbing for gas fired central heating however the installation of a boiler is required. Tennyson Road is located off Ruskin Road and Wildtree Avenue.

Accommodation:

Ground Floor:

Entrance hall, through lounge, dining room, kitchen, utility room and wc

First Floor:

Three bedrooms and bathroom (no fittings)

Outside:

(Front) Lawned garden with tarmac covered driveway giving access to garage

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

--- Legal Documents Online ---



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

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





Land adjacent to 30 Clay Lane, Oldbury, West Midlands, B69 4SY

Description:

A parcel of freehold land extending to approximately 708.21 m.sq. (0.17 acres). The land may suit a variety of uses and all interested parties should consult the local planning authority prior to bidding. We understand from the Vendor that the site will be cleared prior to the auction. The land itself can be accessed off Clay Lane which in turn can be found off Langley Green Road.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





**Car Repair Workshop/Retail Premises
Adjacent to 472 Tessall Lane, Birmingham B31 5EY**

Property Description:

A freehold site situated adjacent to 472 Tessall Lane and comprising of a car repair workshop along with a separate retail shop which has previously been used for the sale and repair of motor vehicles and automotive spares. The workshop is of predominantly timber construction and in a dilapidated condition and the retail shop is of a single storey brick construction and requires refurbishment. The property occupies an irregular shaped site with a frontage to Tessall Lane and is situated adjacent to a large lay-by which provides informal car parking. The property is located to the western section of Tessall Lane within approximately one and a half miles distance from Northfield Shopping Centre.

Planning:

Whilst the property is currently vacant, we understand that the former use, being the sale and repair of motor vehicles was established over many years and all interested parties should consult with the planning department to confirm the current planning status and to discuss the viability of any intended use.

Accommodation:

Retail Shop: 41sq.mtrs (441sq.ft) including Retail Area/Front Office and Rear Store/Rear Office,

Workshop: 95.34sq.mtrs (1,026sq.ft) having vehicular access

Outside:

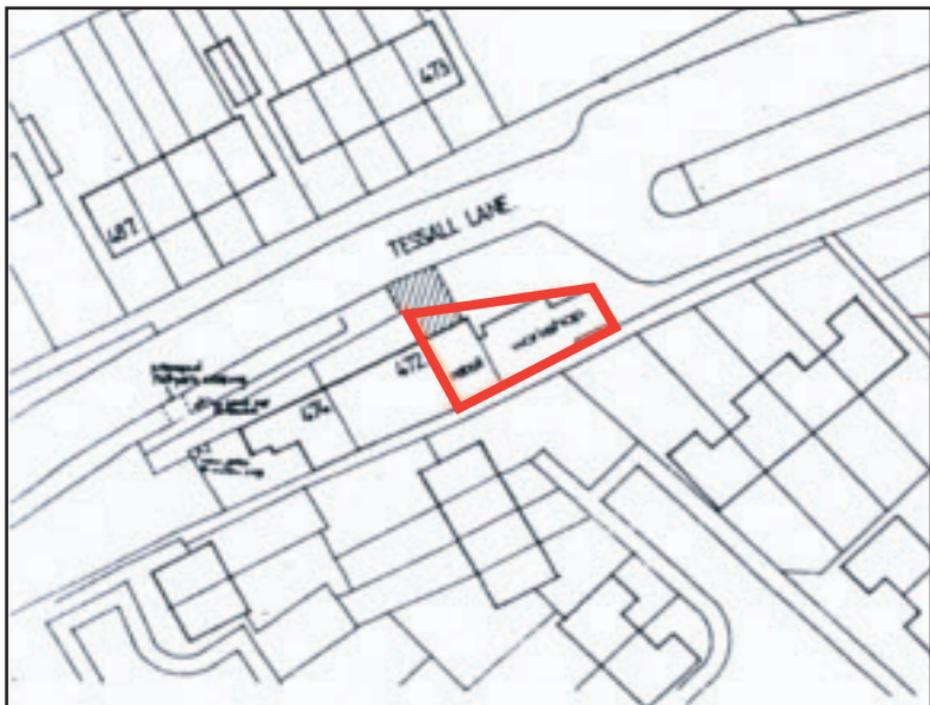
Small forecourt and inner yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





56 Villa Road, Lozells, Birmingham, B19 1BL

Property Description:

A substantial freehold property, presently being let as a Community Centre. The property is two storey at the front of the site and single storey to the rear, having rendered elevations and surmounted by a pitched tile clad roof. The building has recently undergone full refurbishment and benefits from suspended ceiling with fluorescent lighting, newly installed shower block, partitioned hair salon and beauty parlour accommodation. There is a self contained three bedroom flat to the First Floor.

The property itself is located on Villa Road between the junctions of Terrence Road and Hamstead Road. Birmingham City Centre is located approximately 1.75 miles to the South East.

Accommodation:

Ground Floor:

Reception Hall with predominantly open place space, including partitioned

Shower Block, Salon, Beauty Parlour and Private Office, Kitchen

Gross Internal Area:

352.7sq.m. (3,797sq.ft.)

First Floor:

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

Tenancy Details:

The property is currently let as a Community Centre on a 6 year lease which commenced 1 July 2010 on the following rent schedule;

Year 1 - £15,000 per annum

Year 2 - £16,800 per annum

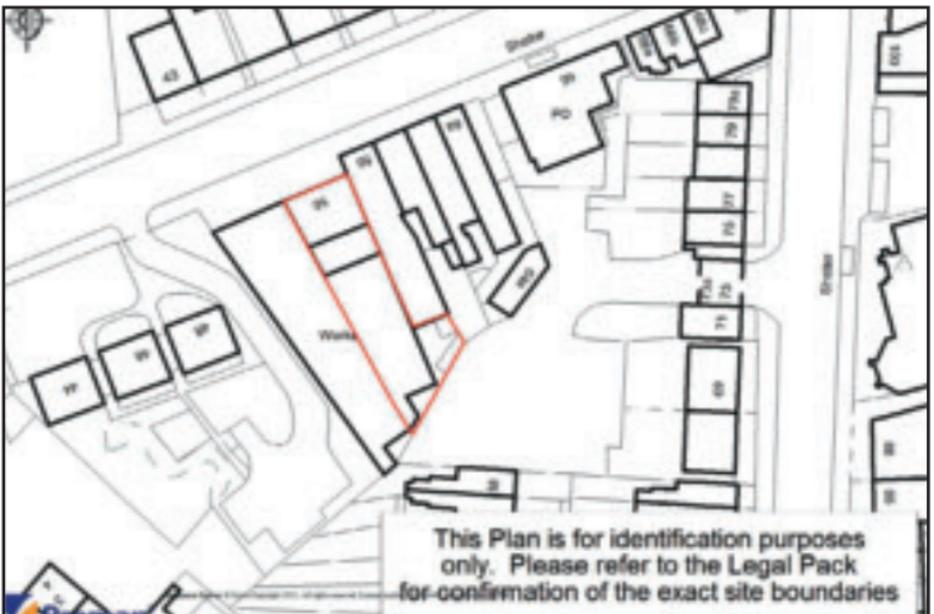
Years 3 to 6 - £18,000 per annum

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





**22 Harrowby Drive, Tipton,
West Midlands DY4 8SZ**

Property Description:

A modern purpose built ground floor flat forming part of a small two storey development, benefiting from off road parking and situated in a cul-de-sac which leads off Carnegie Avenue which in turn leads off East Park Lane. Dudley Town Centre is within approximately one mile distance to the south west.

The property is currently let on an Assured Shorthold Tenancy at a rental of £275 per calendar month (£3,300 per annum)

Accommodation:

Ground Floor:

Entrance Hall, Lounge/Dining Room, Bedroom, Lobby, Kitchen, Bathroom

with panelled bath, pedestal wash basin and wc

Outside:

Lawned foregarden and parking space to side

Leasehold Information:

Lease Term: 99 Years from 24 June 1982

Ground Rent: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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LOT 43**By Instruction of the Joint LPA Receivers
Leasehold Investment****179 Kent Road,
Wednesbury, West
Midlands WS10 0SD****Property Description:**

A purpose built ground floor maisonette forming part of a two storey block, set back behind a lawned foregarden and benefiting from gas fired central heating and UPVC double glazed windows.

Kent Road forms part of an established residential area located within approximately one mile distance to the east of Wednesbury Town Centre and within approximately three quarters of a mile distance from the M6 Motorway (junction 9)

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:**

Reception Hall, Store Room, Double Bedroom, Lounge, Kitchen, Shower Room with shower, wash basin and wc

**Outside:**

Part paved/part lawned garden to the rear

Leasehold Information:

Lease Term: 125 Years from 1 April 1998

Ground Rent: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 44**Leasehold Vacant Possession
By Instruction of the Joint LPA Receivers****11 Grove Street, Dudley, West Midlands, DY2 7HQ****Property Description:**

A one bedroomed flat situated on the second floor of a purpose built block of brick construction set back from the road behind a communal parking area. The property benefits from having UPVC double glazing and warm air heating. Grove Street is located off Peel Street which in turn can be found off Dixons Green (B4171). The property is within approximately a quarter miles distance from Dudley Town Centre.

Accommodation:**Ground Floor:**

Communal entrance, hallway and stairs

Second Floor:

Entrance hall, lounge, kitchen, bedroom

and bathroom having panelled bath with electric shower above, wash basin and WC.

Outside:

Communal parking area

Leasehold Information:

Term: 125 Years from 12 August 1991

Service Charge: Refer to Legal Pack

Ground rent: £10 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





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

Property Description:

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

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

(Front) Gravelled driveway and lawned garden.

Outside:

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





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

Description

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

Planning

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

Ground Floor Flat

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

First Floor

First Floor Flat

Landing/Hall, Lounge, Kitchen, Bedroom, Bathroom

Outside

Three car parking spaces and private amenity space to the rear
A copy of the planning consent is available from either the Auctioneers Offices or can be accessed on www.sandwell.gov.uk

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





2 – 24 Bretford Road, Coventry, CV2 1FD

Property Description:

A purpose built four storey development surmounted by a hipped tile clad roof, prominently situated at the junction with Hillmorton Road and containing twelve separate self contained flats.

The property is situated on a residential estate known as Wood End and located within approximately two and a half miles distance to the north east of Coventry City Centre. The property requires repair and refurbishment throughout.

Accommodation:

Whilst the accommodation has not been inspected at the time of preparing the catalogue, we understand that all twelve flats laid are laid out over four floors (3 flats per floor) with: Communal Hallways, Stairs and Landing Areas.

Each flat comprising: Lounge, Bedroom, Kitchen, Bathroom

Outside:

Communal gardens, drying area and car park

Leasehold Information:

The property is subject to a Building Lease and includes all flats within the block. A copy of the lease is available for inspection in the Legal Pack.

Building Lease Term: 99 years from 8th July 1991
Ground rent: One peppercorn

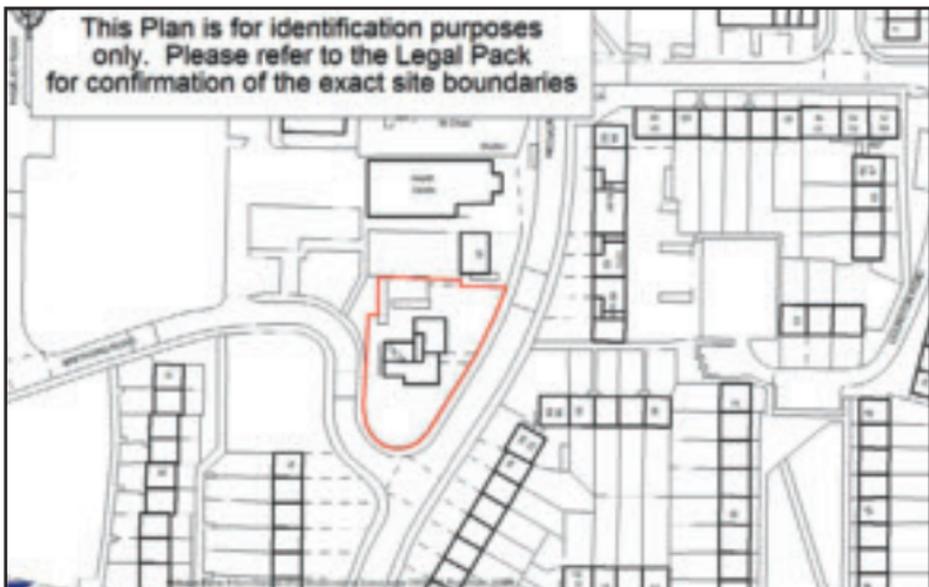
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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



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



121 King Edward Road, Coventry CV1 5BQ

Property Description:

A two storey end terraced traditional built property of brick construction surmounted by an interlocking tile clad roof occupying a prominent corner position at the junction with Harnall Lane East. The property comprises of a ground floor retail/grocery shop known as Aqua Supermarket along with accommodation to the first floor over and also included within the title is a two storey brick built Coach House located to the rear. King Edward Road leads off Harnall Lane East and which in turn leads off Stoney Stanton Road (B4109). Coventry City Centre lies within approximately half a mile distance to the south west.

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:

No Viewing Access Available





19 Park Road, Coventry CV1 2LE

Property Description:

A substantial traditional built, three storey, semi detached former guest house of brick construction surmounted by a pitched tile clad roof and benefiting from part UPVC double glazed windows but requiring modernisation and repair throughout. Park Road comprises of a no through road which leads off Manor Road and which in turn provides access to the junction of Warwick Road (A429)/City Centre Ring Road. Both Coventry Railway Station and the City Centre are within less than a quarter of a mile distance and the property is situated in an area popular with investors.

Planning:

The property was formerly used as a guest house and planning consent has recently been granted by Coventry City Council (ref: FUL/2010/1467) dated 15th December 2010 for change of use from Guest House (use class C1) to residential dwelling house (use class C3)

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Four Bedrooms each containing a Shower and Wash Basin, Bathroom with bath, wash basin and wc, Separate WC

Second Floor:

Stairs and Landing, Bedroom Five with separate Store Room

Outside:

(Front) Forecourt parking area

(Rear) Covered yard area and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





39 Ettingshall Road, Bilston West Midlands, WV14 9UJ

Property Description:

A double fronted semi-detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned fore-garden and gravelled driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Ettingshall Road (A4126) is a continuation of Rookery Road and can be located off Shaw Road (A463) which in turn can be found of Birmingham New Road (A4123). The property is within approximately a quarter miles distance from Manor Primary and Nursery School.

Accommodation:

Ground Floor:

Entrance hallway, lounge, kitchen and dining room stairs to

First Floor:

Three bedrooms and bathroom with panelled bath with electric shower over, wc and washbasin.

Outside:

(Front) Lawned fore-garden and gravelled driveway allowing for off road parking
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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

Property Description:

A double fronted semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a block paved fore-garden allowing for off road parking. 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 allowing for off road parking

(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



LOT 52**Freehold Vacant Possession****1 Oak Avenue, Runcorn Road, Birmingham B12 8QT****Property Description:**

An end terraced house of brick construction surmounted by a tiled roof and situated in a row of similar terraced properties accessed by way of a pedestrian footpath directly off Runcorn Road. The property has recently been refurbished and includes gas fired central heating and modern kitchen and bathroom fittings. Oak Avenue is located off Runcorn Road which can be found off Moseley Road (A435).

Accommodation:**Ground Floor:**

Lounge, Kitchen, Utility Room, Bathroom having panelled bath with electric shower over, wash basin and WC, stair to first floor

First Floor:

Two double Bedrooms

Outside:

(Rear) Yard

Legal Documents:

Available at www.cottons.co.uk

**Viewings:**

Via Cottons – 0121 247 2233

LOT 53**Freehold Vacant Possession****8 Myrtle Avenue, Runcorn Road, Birmingham B12 8RF****Property Description:**

An end terraced house of brick construction surmounted by a tiled roof and situated in a row of similar terraced properties accessed by way of a pedestrian footpath directly off Runcorn Road. The property has recently been refurbished and includes gas fired central heating and modern kitchen and bathroom fittings. Myrtle Avenue is located off Runcorn Road which can be found off Moseley Road (A435).

Accommodation:**Ground Floor:**

Lounge, Dining Room, Kitchen, Bathroom having panelled bath with electric shower over, wash basin and WC, stair to first floor

First Floor:

Two double Bedrooms

**Outside:**

(Rear) Yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





9/11 Barbourne Walk, Worcester, WR1 3HF

Property Description:

A substantial property of traditional brick construction surmounted by a pitched roof and currently comprising of a Ground Floor Retail Shop together with a Ground Floor One Bedroom Flat and 2 No. Two Bedroom First Floor Flats. The property is currently fully let producing £28,200 per annum. The property itself is located on the corner of Barbourne Walk and Somers Road which runs directly off Barbourne Road (A38) within approximately 1 mile to the North of Worcester City Centre.

Accommodation:

Ground Floor Retail Shop
 Retail Area 91.8sq m (988 sq ft)
 Store room 20.1 sq m (216sq ft)
 Kitchen and Separate WC

Cellar:

Three rooms with a Net Internal Area of approximately 52.1sq m (560sq ft)

**9a Barbourne Walk
 (First Floor Flat):**

Reception Hall, Sitting Room/Kitchen, Two Bedrooms and Bathroom

**9b Barbourne Walk
 (First Floor Flat):**

Living Room Dining Room, Kitchen, Bathroom, Two Bedrooms

**9c Barbourne Walk
 (Ground Floor Flat):**

Living Room, Kitchen, Bedroom and Bathroom

All of the flats benefit from UPVC Double Glazing and Gas Fired Central Heating.

Outside:

2 No. Garages off Somers Road

Tenancy Details:

Ground Floor Retail Shop:

Currently let for term of 21 years which commenced 4 July 2007 at a rental of £12,000.00 per annum

9a Barbourne Walk:

Presently let on a Assured Shorthold Tenancy at a rental of £450.00 per month calendar (£5,200.00 per annum)

9b Barbourne Walk:

Currently let on an Assured Shorthold Tenancy at a rental of £550.00 per calendar month (£6,600.00 per annum)

9c Barbourne Walk:

Presently let on a Assured Shorthold Tenancy at a rental of £350.00 per month calendar (£4,200.00 per annum)

Total Rental Income - £28,200 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





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

Property Description

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

Accommodation

Ground Floor

Porch Entrance, Reception Hall, Two Reception Rooms, Kitchen

First Floor

Stairs and Landing, Three Bedrooms and Bathroom

Outside

(Front) Concrete forecourt, pedestrian side access to rear

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

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3 & 5 Brook Street and 1 & 2 Bakers Croft, Raunds, Northamptonshire NN9 6LL

Property Description:

A substantial traditional built property of rendered brick construction surmounted by a pitched tile clad roof containing four separate self contained units comprising of Retail Unit/Office Premises, a Café with A5 Planning Consent, A two storey Residential Dwelling and a Duplex Flat. The property benefits from double glazed windows and is situated opposite the junction with Hill Street and is within Raunds Town Centre which contains a variety of retail amenities and services. Raunds comprises of a small Northamptonshire Town located approximately twenty miles distance to the North East of Northampton Town Centre and is conveniently within approximately five miles distance from the A14 Trunk Road which provides direct access to the M1, M6 and M11 Motorways.

3 & 5 Brook Street are both currently vacant, and both 1 & 2 Bakers Court are currently let on Assured Shorthold

Tenancies producing a total Rental Income of £11,340 per annum.

3 Brook Street:

A Café premises with gas fired central heating comprising: Dining Room, Kitchen, Preparation Room, Rear Lobby with access to yard area, Gents Toilets with wash basin, Ladies Toilets with wash basin. The property has A5 planning consent.

Gross Internal Area: 61.17sq.m (658sq. ft)

5 Brook Street:

Retail Unit/former Recruitment Office having partial electric storage heating comprising: Office One with built in store, Office Two, Shower Room with wash basin and wc

Gross Internal Area: 24.98sq.m (268sq.ft)

Tenancy Information

Name of Property	Current Rental Income PCM	Current Rental Income PA
3 Brook Street	Vacant	Vacant
5 Brook Street	Vacant	Vacant
1 Bakers Court	£450	£5,400
2 Bakers Court	£495	£5,940
Total	£945	£11,340





1 Bakers Court:

A two storey residential dwelling situated to the rear of Brook Street, benefiting from gas fired central heating

Ground Floor:

Breakfast Kitchen, Lounge/Dining Room (L-shaped)

First Floor:

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

Outside:

(Rear) Garden/yard area with parking space

Gross Internal Area:

82.39sq.m (886sq.ft)

Viewings:

Via Cottons – 0121 247 2233

2 Bakers Court:

A duplex Flat situated to the rear of Brook Street, benefiting from gas fired central heating and comprising:

Ground Floor:

Entrance Hall

First Floor:

Stairs and Landing, Cloak Room with wc and wash basin, Full Width Lounge, Kitchen, Bedroom One and Bedroom Two

Second Floor:

Stairs and Landing, Large Walk in Store Room, Bedroom Three with balcony, Bathroom with panelled bath, pedestal wash basin and wc

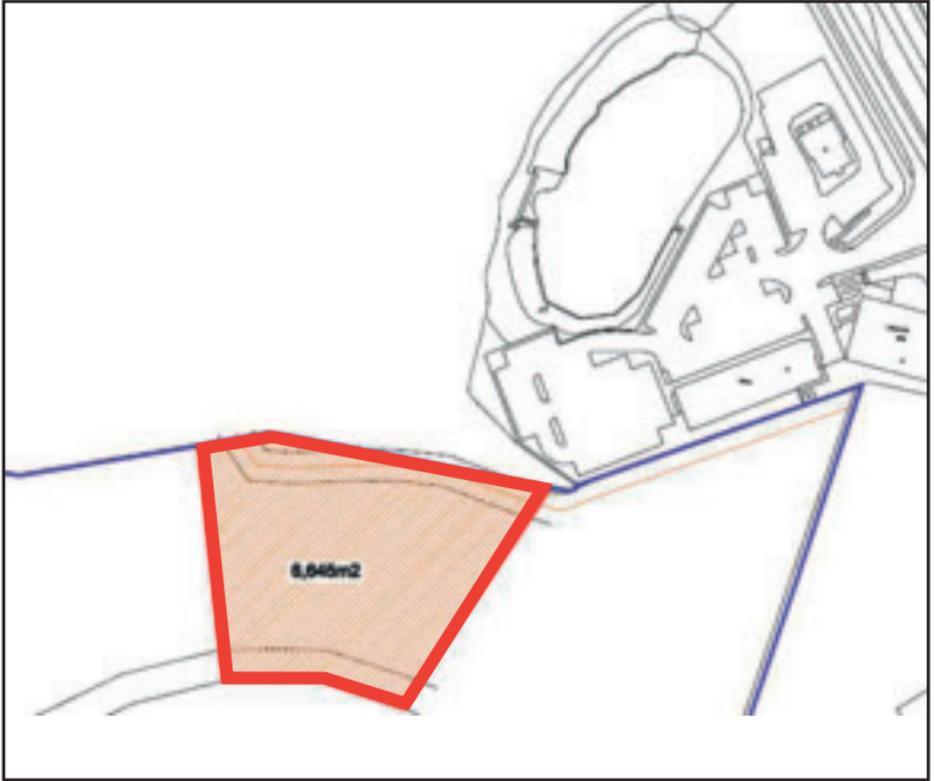
Gross Internal Area:

119.15sq.m (1,282sq.ft)

Legal Documents:

Available at www.cottons.co.uk





Land Adjacent Premier Inn, Wolverhampton Road, Oldbury, West Midlands

Property Description:

A sloping irregular shaped unfenced site of about 1.64 Acres (0.66 Hectares). The site is part of a large area of public open space which is bounded by housing to the South.

The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is to the South of Bury Hill Park, approached across open land from Portway Hill, Kennford Close or St Brades 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:

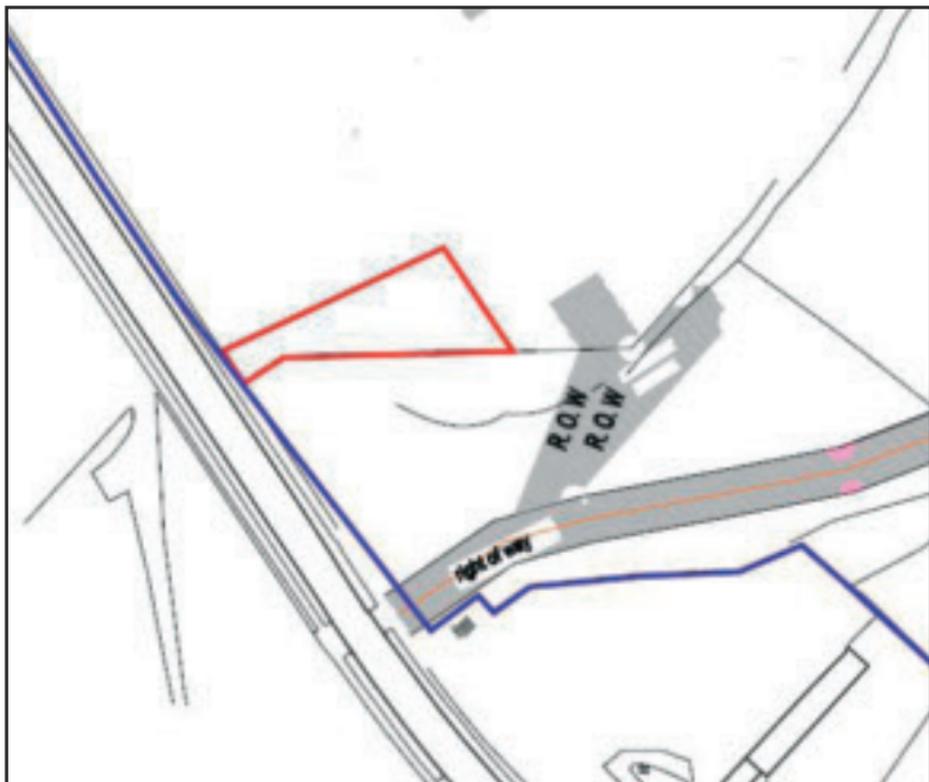
Via Cottons – 0121 247 2233

**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.





Land 7d, Portway Hill, Tividale, Oldbury, Sandwell (adjacent B69 1PQ)

Description:

A parcel of land extending to approximately 761sq.m. (0.18 Acres). The property comprises rough tree covered ground with a sloping road frontage to Portway Hill. The ground is level further into the site. It is fenced at the road frontage, unfenced otherwise. The site lies in a large area of open space which is bounded by housing to the North, East and South.

The site is located approximately 1.3 miles North West of Junction 2 of the M5 and 1.6 miles South East of Dudley Town Centre.

Site boundaries have been surveyed but not marked but can be set out accurately 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

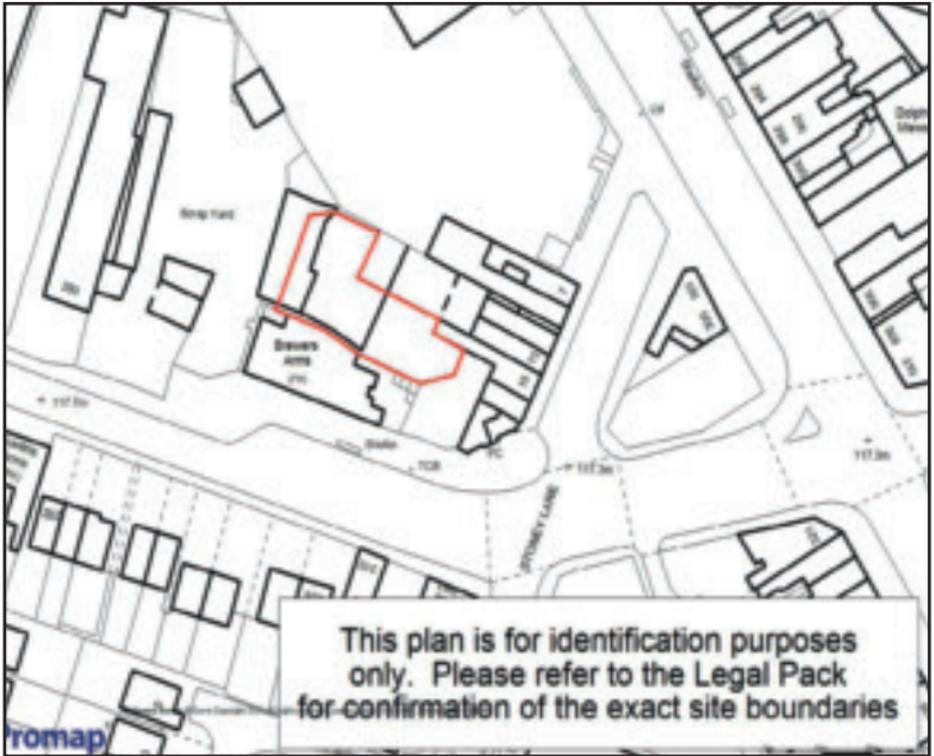


IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Wednesday 6th April 2011** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



**Freehold Premises
For Sale by Instruction of the
Mortgagees (Not In Possession)**



Buildings and Land North East Side of Stoney Lane, Sparkbrook, Birmingham, B12 8DL

Property Description:

A site located to the rear of No's 15 and 17 Stoney Lane and Lahore Karahi on Highgate Lane. The site area extends to approximately 0.13 Acres (565sq.m.) and is partly occupied by a single storey brick workshop. Whilst there is a physical access to the site, we are unaware of any legal rights of way to the subject site.

Sparkbrook itself is a pre-dominantly residential suburb of Birmingham, located to the South East of Birmingham City Centre.

All interested parties should consult the Title Documents and Legal Pack to confirm the position and satisfy any queries they should have in relation all matters relating to this site.

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:

No Viewing Access Available

Find us on the web @
www.cottons.co.uk
E-mail: auctions@cottons.co.uk





**35 Dexter Way, Warmington,
Peterborough PE8 6WH**

Property Description:

A very presentable and well laid out modern mid terraced house constructed approximately in 2000 of cavity brick walls, surmounted by a pitched tile clad roof and benefiting from double glazed windows, LPG fired central heating system, master bedroom with en-suite shower room and off road parking. The property is situated in a cul-de-sac and forms part of a tasteful and modern housing development located in the popular village of Warmington which lies within approximately two miles distance from the historic market town of Oundle and within approximately fifteen miles distance of Peterborough. Warmington Village contains a primary school, public house, shops and post office and a more extensive range of retail services and amenities are located in nearby Oundle.

Accommodation:

Ground Floor:

Reception Hall, Cloak Room with wc and wash basin, Dining Kitchen with an

attractive range of modern fitted units incorporating integrated oven, hob and cooker hood, Lounge with French doors to rear

First Floor:

Stairs and Landing, Master Bedroom with En-suite Shower Room having glazed shower enclosure, pedestal wash basin and wc, Bedroom Two, Bedroom Three, Family Bathroom with panelled bath, pedestal wash basin and wc

Outside:

(Front) Tarmacadam forecourt providing off road parking for two cars

(Rear) Enclosed lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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

Property Description:

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

The property is currently let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum)

Accommodation:

Ground Floor:

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



First Floor:

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

Outside:

(Front) Foregarden and driveway providing off road parking
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**63 Calder, Stoney Delph,
Tamworth, Staffordshire B77 4BS**

Property Description:

A semi detached house of brick and tile construction, benefiting from three bedrooms but requiring complete modernisation and repair throughout. Calder forms part of a residential estate and comprises of a cul-de-sac leading off Crowden Road which in turn leads off Pennine Way (B5080). The property is within approximately one and a quarter miles distance from the M42 motorway (junction 10) and approximately two miles distance from Tamworth Town Centre.

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall, Cloak Room with wc and wash basin, Dining Kitchen, Lounge

First Floor:

Stairs and Landing with a walk in store, Three Bedrooms, Bathroom with bath, wash basin and wc

Outside:

(Rear) Garden with store and access to communal car parking area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





10 Birchill Avenue, Wombourne, Wolverhampton WV5 0DR

Property Description:

A semi detached "Cornish" style house having brick outer walls and roof and first floor elevations clad in interlocking tiles. The property provides well laid out accommodation benefiting from gas fired central heating and UPVC double glazed windows. Birchill Avenue leads off Giggetty Lane and is situated within approximately half a mile distance from Wombourne Town Centre and approximately five miles distance to the south west of Wolverhampton City Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £475 per calendar month (£5,700 per annum)

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

(Front) Foregarden with pedestrian side access to rear
(Rear) Paved patio, store and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

PROXY & TELEPHONE BIDDING

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

Please contact the Auction Team on
0121 247 2233

For further details and Terms & Conditions



LOT 64**Freehold Vacant Possession****17 Clarence Street,
Dudley, West Midlands
DY3 1UP****Property Description:**

A mid terraced property of rendered brick construction surmounted by an interlocking tile clad roof directly fronting the pavement. The property benefits from having UPVC double glazed windows, gas fired central heating. Clarence Street is a continuation of Dudley Road (A459) which in turn gives direct access to Dudley centre which provides a wide range of shops and being within approximately a mile and a half distance.

Accommodation:**Ground Floor:**

Lounge, Kitchen/Diner, Cellar

First Floor:

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

**Outside:**

(Rear) - Lawned garden with brick built store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 65**Freehold Vacant Possession****21 Victory Avenue Wednesbury
West Midlands WS10 7RR****Property Description**

A Traditional semi-detached property surmounted by a tiled clad roof set back from the road behind a walled foregarden. The property benefits from having UPVC glazing, gas fired central heating and a rear conservatory/utility room. The property is offered for sale in a presentable condition. Victory Avenue is located off Festival Avenue and Dangerfield Lane both of which can be found off Moxley Road (A4038)

Accommodation**Ground Floor**

Entrance hallway, through lounge, kitchen, conservatory/utility room and wc.

First Floor

Having three bedrooms and bathroom which Jacuzzi bath, wash basin and wc.

Outside

(Front) Walled foregarden

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



By Instruction of the Mortgagees Not in Possession Freehold Premises



29 Trinity Road, Aston, Birmingham B6 6AJ

Property Description:

A substantial three storey semi detached period property set well back behind a tarmacadamed forecourt providing off road parking. The property is of brick construction surmounted by a pitched slate clad roof and we understand that it is currently being used as offices.

The property forms part of an established predominantly residential area and Trinity Road leads directly off Birchfield Road (A34) which provides direct access to The One Stop Shopping Centre providing a range of local amenities. The Railway Station and the University of Central England being within approximately half a mile distance and Birmingham City Centre being within approximately two miles distance to the south. The property benefits from gas fired central heating and has a single storey extension to the rear

Accommodation:

Ground Floor:

Side Entrance Hall, Reception Hall, Reception Office, Board Room, Inner Hall, Office One with Boiler Room, Rear Hall with Cellar Access, Lobby, Kitchen, Office Two, Office Three, Ladies Gents and Disabled Toilets

First Floor:

Stairs and Landing, Offices Four, Five, Six and Seven, Ladies and Gents Toilets

Second Floor:

Stairs and Landing, Office Eight, Office Nine, Office Ten/Store Room, Kitchen and Toilet

Outside:

Forecourt parking with yard areas to the side and rear

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

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.





**57 – 59 Alum rock Road,
Birmingham B8 1LY**

Property Description:

A double fronted traditional end terraced retail unit prominently situated at the junction with Reginald Road and comprising of a ground floor retail unit trading as Osman Auto Spares, storage accommodation to the first floor over and a rear yard and workshop accessed off Reginald Road which is currently used for vehicle repairs. Alum Rock Road comprises of a busy Shopping Street containing a wide range of retail amenities and services which serve the surrounding predominantly residential catchment area.

Lease Information:

The property is currently let on a full repairing and insuring lease for a term of 15 years which commenced on 25 March 1999 and at a current rental of £11,000 per annum, following a rent review on 25 March 2009.

Accommodation:

Ground Floor:

Double Fronted Retail Shop, Three Store Rooms, Cellar Access, Lean to Veranda/Store

First Floor:

Stairs and Landing, Five Storage Rooms, Further Room containing WC

Outside:

(Rear) Gated vehicular access off Reginald Road, Yard Area, Workshop and Store

Gross Internal Areas:

Ground Floor: 81.33sq.mtrs (875sq.ft)
First Floor: 76.56sq.mtrs (824sq.ft)
Rear Workshop/Store: 44.88sq.mtrs (483sq.ft)

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 68

67 Alum Rock Road, Birmingham B8 1LY

Property Description:

A traditional mid terraced retail shop of brick construction surmounted by a pitched tile clad roof and in addition having a large two storey flat roofed extension located to the rear. The property directly fronts Alum Rock Road which comprises of a busy Shopping Street containing a wide range of retail amenities and services which serve the surrounding predominantly residential catchment area.

Lease Information:

The property is currently let with the tenant holding over following the expiry on 25th March 2009 of a full repairing and insuring lease at a current rental of £5,000 per annum. Heads of terms have been provisionally agreed for a new lease, for a term of 10 years, which will commence subject to completion of the legal formalities at a rental of £10,500 per annum.

Accommodation:

Ground Floor:

Extended Retail Shop, Rear Store with Kitchenette and Separate WC

First Floor:

Extended Storage Area

Freehold Investment



Gross Internal Area:

Ground Floor: 117.74sq.mtrs
(1,267sq.ft)
First Floor: 83.15sq.mtrs
(895sq.ft)
Total: 200.89sq.mtrs
(2,162sq.ft) approximately

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121



LOT 69

77 Alum Rock Road, Birmingham B8 1LY

Property Description:

A traditional built two storey mid terraced retail unit, being half of a double premises known as Nafis Collections and whereby the accommodation has been merged with 75 Alum Rock Road (not owned by the vendors). The property has been substantially extended to the rear and benefits from a vehicular right of way to a rear yard/car parking area.

Lease Information:

The property is currently let on a full repairing and insuring lease for a term of 25 years which commenced on 25th March 1996 at a current rental of £6,000 per annum (rent review due 25th March 2011).

Accommodation:

Ground Floor:

Extended Retail Shop

First Floor:

Internal Stair Access, Landing, Three Bedrooms, Bathroom with bath, wash basin and wc

Note: The First Floor Accommodation is also merged with number 75 Alum Rock Road (not owned by the vendors)

Outside:

Rear Yard/Car Parking accessed from a vehicular right of way between numbers 77 and 79

Freehold Investment



Gross Internal Area:

Ground Floor: 116.37 sq.mtrs
(1,252 sq.ft)
First Floor: 63.24 sq.mtrs
(680 sq.ft)
Total: 179.61 sq.mtrs
(1,932 sq.ft) (Approximatley)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





79 Alum Rock Road, Birmingham B8 1LY

Property Description:

A traditional mid terraced property of brick construction surmounted by a pitched tile clad roof comprising of a ground floor Hot Food Takeaway/Restaurant with ancillary accommodation to first floor over and an integral vehicular access way to a rear yard/car parking area. The property directly fronts Alum Rock Road which comprises of a busy shopping street containing a wide range of retails amenities and services which serve the surrounding predominantly residential catchment area.

Lease Information:

The property is currently let on a full repairing and insuring lease for a term of 10 years which commenced on 12th January 2009 and at a current rental of £12,500 per annum

Accommodation:

Ground Floor:

Hot Food Takeway/Restaurant
Premises with 30 Covers, Ladies/Gents

Toilets, Kitchen and Preparation Area, Cold Store and Freezer Room

First Floor:

Stairs and Landing, Dining Room/Store, Store Room and Office with wc (not inspected)

Outside:

Vehicular access way to a rear yard/car parking area, subject to a right of way in favour of 77 Alum Rock Road.

Gross Internal Area:

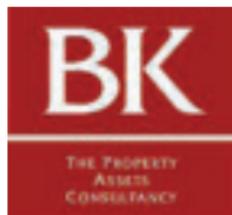
Ground Floor: 81.68sq.mtrs (879sq.ft) and excluding cold store and freezer room
First Floor: 46.66sq.mtrs (502sq.ft) excluding office (not inspected)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



ID & REGISTRATION

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

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

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

Thank you in advance for your co-operation.

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



**166 Alum Rock Road,
Birmingham B8 1NJ**

Property Description:

A semi detached two storey traditional built property of brick construction surmounted by a pitched tile clad roof comprising of a ground floor retail shop with separate living accommodation/flat over. The property directly fronts Alum Rock Road which comprises a busy shopping street containing a wide range of retail amenities and services which serve the surrounding predominantly residential catchment area.

Lease Information:

The property is currently let, with the tenant holding over, following the expiry on 28th September 2004 of a full repairing and insuring lease at a current rental of £9,000 per annum.

Accommodation:

Ground Floor:

Retail Shop, Rear Store Room with Kitchenette and Cloak Room with wash basin and separate wc

First Floor:

Stairs and Landing, Four Rooms (three rooms having no external window opening), Kitchen, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc



Gross Internal Area:

Ground Floor: 83.11sq.mtrs (894sq.ft)
First Floor: 80.41sq.mtrs (865sq.ft)
Total:163.52sq.mtrs (1,760sq.ft) approximately

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



PLANNING PERMISSION BUILDING PLANS BUILDING SURVEYS

planning headaches removed...

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

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

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

EXTENSIONS - ALTERATIONS - NEW BUILD

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architecture town planning design

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





**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

Birmingham Investors...

Want to increase your knowledge & skills in Property Investing?



We highly recommend you attend the Property Investors Network meeting on Thursday 17th February at the Crowne Plaza, NEC, Birmingham. The meeting will provide you with up-to-date information on the ever changing property market, whilst increasing your knowledge & skills in property investment.



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Usually £20 to attend however we have organised complimentary entry for you to attend. Just go to:
www.pinbirmingham.co.uk
enter “**cottons**” in the voucher code box.

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





22 Worcester Road, Willenhall, West Midlands WV13 2RZ

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows (except pantry), gas fired central heating and off road parking. Worcester Road is situated off Coronation Avenue which in turn leads off Wolverhampton Road (B4464) and the property is conveniently within approximately one mile distance from the M6 Motorway (junction 10) and three miles distance from Wolverhampton City Centre.

Accommodation:

Ground Floor:

Vestibule Porch, Reception Hall, Front Reception Room, Open Plan Dining Room/Kitchen with a range of modern fitted units

First Floor:

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

Outside:

(Front) Forecourt parking space and lawned garden, pedestrian side access to rear,

(Rear) yard/patio and 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 is to be exercised by 14th April 2011. Please refer to the legal pack for full details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Wednesday 6th April 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.





**28 Colebridge Crescent, Coleshill,
 Birmingham, B46 1HF**

Property Description:

A purpose built two bed-roomed maisonette situated on the first floor and set back from the road behind a lawned fore-garden. The property benefits from having UPVC double glazing and electric heating. Colebridge Crescent is located off Station Road which in turn can be found off Lichfield Road (B4177) and the property is within a quarter miles distance from the High Street of Coleshill.

Accommodation:

Ground Floor:

Entrance hallway and stairs to

First Floor:

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

Outside:

Garden

Leasehold Information:

Term: 99 Years from 24 June 1963
 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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100 Orchard Street, Brierley Hill, West Midlands DY5 1HN

Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof, having a ground floor extension and benefiting from gas fired central heating and UPVC double glazed windows. Orchard Street leads off Wallows Road which in turn leads off Dudley Road (A461) and the property is conveniently within approximately three quarters of a mile distance from Merry Hill Shopping Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum)

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Full Width Dining Kitchen with a range

of fitted units, Extension containing a further Dining Kitchen with fitted units and a Wet Room with shower, wash basin and wc

First Floor:

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

Outside:

(Front) Lawned foregarden with paved driveway

(Rear) Yard and lawned 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



LOT 76

Leasehold Vacant Possession By Instruction of the Joint LPA Receivers

**Flat 2 Jacey
Buildings,
Birmingham Road,
Sutton Coldfield,
West Midlands
B72 1QQ**



Property Description:

A purpose built first floor flat forming part of a prominently traditional brick built parade which contains a range of retail units and similar flats. The property is conveniently located to the northern section of Birmingham Road in the vicinity of a variety of local shops and amenities and within less than a quarter of a mile distance from Sutton Coldfield Town Centre.

Accommodation:

Ground Floor:

Communal entrance hall and stairs

First Floor:

Entrance Hall, Lounge, Kitchen, Bedroom One, Bedroom Two,

Bathroom having panel bath, wash basin and wc.

Outside:

Communal Gardens

Leasehold Information:

Lease Term: There is a new lease of 90 Years from 25 March 2021
Ground Rent and Service Charge: Refer to Legal Packs

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 77

Leasehold Vacant Possession By Instruction of the Joint LPA Receivers

**Flat 4 Jacey
Buildings,
Birmingham Road,
Sutton Coldfield,
West Midlands
B72 1QQ**



Property Description:

A purpose built second floor flat forming part of a prominently traditional brick built parade which contains a range of retail units and similar flats. The property is conveniently located to the northern section of Birmingham Road in the vicinity of a variety of local shops and amenities and within less than a quarter of a mile distance from Sutton Coldfield Town Centre

Accommodation:

Ground Floor:

Communal entrance hall and stairs

Second Floor:

Entrance Hall, Lounge, Kitchen, Bedroom One, Bedroom Two,

Bathroom having panel bath, wash basin and wc.

Outside:

Communal Gardens

Leasehold Information:

Lease Term: There is a new lease of 90 years from 25 March 2021
Ground Rent and Service Charge: Refer to Legal Packs

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





**Apartment 7 The Bartleet, 224 Mount Pleasant,
Redditch, Worcestershire B97 4JL**

Property Description:

A one bedroom apartment situated on the second floor of a modern purpose built block of brick construction and surmounted by a tile clad roof set back from the road behind a walled foregarden. The flat benefits from having well laid out accommodation, electric heating and modern kitchen and bathroom fitments, as well as further benefiting from communal off road parking to the rear. Mount Pleasant is a continuation of Ipsley Street, and the property is within approximately a quarter of a miles distance from Redditch Town Centre. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £450 per calendar month (£5,400 per annum).

Accommodation:

Ground Floor:

Communal Entrance Hall and Stairs to first floor

Second Floor:

Entrance Hallway, Open plan Lounge/ Kitchen, Bedroom and Bathroom having panelled bath with electric shower above, wash basin and WC

Outside:

(Front) Walled foregarden

(Rear) Communal gardens and parking area

Leasehold Information:

Term: The grant of a new 999 year lease from the date of completion
Service Charge: Refer to Legal Pack
Ground Rent: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





**Apartment 8 The Bartleet, 224 Mount Pleasant,
 Redditch, Worcestershire B97 4JL**

Property Description:

A one bedroom apartment situated on the second floor of a modern purpose built block of brick construction and surmounted by a tile clad roof set back from the road behind a walled foregarden. The flat benefits from having well laid out accommodation, electric heating and modern kitchen and bathroom fitments, as well as further benefiting from communal off road parking to the rear. Mount Pleasant is a continuation of Ipsley Street, and the property is within approximately a quarter of a miles distance from Redditch Town Centre. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £450 per calendar month (£5,400 per annum).

Accommodation:

Ground Floor:

Communal Entrance Hall and Stairs to first floor

Second Floor:

Entrance Hallway, Open plan Lounge/ Kitchen, Bedroom and Bathroom having panelled bath with electric shower above, wash basin and WC

Outside:

(Front) Walled foregarden

(Rear) Communal gardens and parking area

Leasehold Information:

Term: The grant of a new 999 year lease from the date of completion
 Service Charge: Refer to Legal Pack
 Ground Rent: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**5 Wheelwright Road,
Birmingham B24 8PA**

Property Description:

A three storey four bedroomed mid terraced property of brick construction surmounted by a tiled roof and set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazed windows and gas fired central heating. The property is located close to the junction with Kingsbury Road and is within approximately half a miles distance of both Erdington High Street and Junction 6 of the M6 Motorway.

Accommodation:

Ground Floor:

Entrance hallway, lounge, dining room, kitchen and cellar.

First Floor:

Three bedrooms and bathroom with panelled bath with electric shower over, wc and wash basin. Stairs to

Second floor:

Bedroom four

Outside:

(Front) Walled fore-garden

(Rear) Garden



Legal Documents:

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Viewings:

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322 Dyas Road, Great Barr, Birmingham B44 8TD

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof and set back from the road behind a gravelled driveway. The property has been partly refurbished including the provision of UPVC double glazed windows and external doors, Bathroom Suite, Kitchen Fitments (partially fitted) and also appears to have been re-wired along with the installation of gas fired central heating system although we cannot confirm the installation of these services has been completed. The property requires further refurbishment and improvement prior to occupation. Dyas Road leads between Aldridge Road and Kingstanding Road (B4138) and the property forms part of an established residential area located approximately three and a half miles distance to the North of Birmingham City Centre.

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with a range of modern units (partially fitted) and built-in under-stair cupboard

First Floor:

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

Outside:

(Front) Small lawned foregarden and gravelled driveway providing off road parking

(Rear) Pedestrian side access to yard, brick store and overgrown garden having potential for rear vehicular access from a shared driveway

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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

CHARTERED SURVEYOR
ESTATE AGENT, VALUER AND AUCTIONEER





94 Shirley Road, Acocks Green, Birmingham B27 7NA

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a foregarden and driveway and requiring complete repair and renovation throughout. The property forms part of a popular established residential area and Shirley Road provides direct access to Acocks Green Shopping Centre being within less than one quarter of a mile distance.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (large single), Bathroom

Outside:

(Front) Foregarden and driveway with lean to side garage

(Rear) Yard area, brick stores and wc, further brick store and overgrown garden

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.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit. _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

(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 disapplied 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 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 1 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 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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