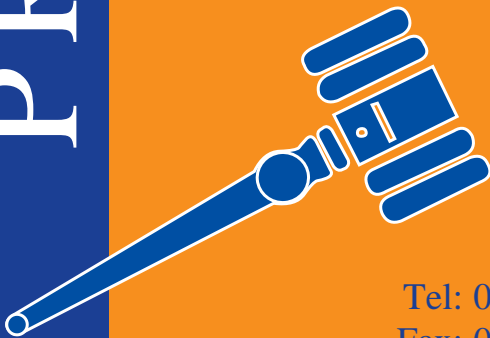


PROPERTY AUCTION

Cottons
Chartered Surveyors

**WEDNESDAY
31ST MARCH 2010
AT 11.00 AM**

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



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

IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

CONDITION OF SALE

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

AUCTIONEERS ADVICE

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

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. 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

? LOTS

Comprising a range of Residential and Commercial Vacant and Investment Properties along with Potential Redevelopment sites, Land, Ground Rent, three properties on behalf of Coventry City Council, thirteen on behalf of Joint LPA Receivers and five on behalf of Mortgagees:

- ?

ORDER OF SALE

Lot	Property
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1.	BETHEL CHAPEL, WILLENHALL ROAD, WOLVERHAMPTON, WV1 2HT	FREEHOLD VACANT CHAPEL
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COTTONS
THE AUCTIONEERS



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 Alison J. Bosworth

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



IMPORTANT NOTICE

PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

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** (Please note we only accept Visa and MasterCard)
(credit card payments are subject to a surcharge of 2%) 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.



COTTONS
THE AUCTIONEERS





**67 Gilbanks Road, Wollaston, Stourbridge,
West Midlands DY8 4RW**

Property Description

A traditional semi detached house of rendered brick construction surmounted by a hipped tile clad roof, requiring repair and complete modernisation throughout. The property is situated at the end of a cul-de-sac and located in the popular and established residential area of Wollaston which is located within approximately one miles distance to the north west of Stourbridge town centre. Gilbanks Road leads off Somerset Drive which in turn leads off Vicarage Road (B4537).

**Accommodation
Ground Floor**

Porch Entrance, Reception Hall, Front Reception Room, Full Width Dining Kitchen

First Floor

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

Outside

(Front) Lawned foregarden with paved full length driveway
(Rear) Wooden garage, pedestrian side access, paved patio/yard area and large predominantly lawned garden

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



Leasehold Vacant Possession (option available to purchase the Freehold)



93 Courtenay Road, Great Barr, Birmingham B44 8JB

Property Description

A traditional semi detached house of rendered brick construction surmounted by a pitched tile clad roof, having UPVC double glazed windows and gas fired central heating but requiring modernisation and improvement throughout. The property forms part of an established residential area and Courtenay Road leads off Birdbrook Road which in turn leads off Aldridge Road and provides direct access to Perry Barr which contains a range of local amenities including The One Stop Shopping Centre.

Accommodation Ground Floor

Enclosed Porch, Reception Hall, Through Lounge/Dining Room, Kitchen

First Floor

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

Outside

(Front) Lawned foregarden
(Rear) Yard area and a partly lawned garden

Leasehold Information

Lease Term: The grant of a new 99 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 20th May 2010. Please refer to the legal pack for full details

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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E-mail: auctions@cottons.co.uk



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LOT 3**Freehold Vacant Possession**

**590 Parkfield Road,
Parkfields,
Wolverhampton, WV4 6EL**

Property Description

A mid terraced property of brick construction surmounted by tile clad roof setback from the road behind a walled foregarden. Property benefits from having a well laid accommodation, and double glazed windows. The property is located on Parkfield Road (A4039) close to the junction with Windsor Road. The property itself is within approximately 1 miles distance from Wolverhampton City Centre.

Accommodation**Ground Floor**

Lounge, dining room, kitchen and bathroom having panel bath, wash basin and W.C.

First Floor

Stairs to landing with three bedrooms.

**Outside**

(Front) Lawned Foregarden
(Rear) Garden.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

LOT 4**Freehold Vacant Possession**

**38 Franklin Road,
Bournville, Birmingham
B30 2HG**

Property Description:

A mid terraced two storey villa of traditional brick construction surmounted by a replacement tile clad roof, set back from the road behind a walled foregarden. The property has been stripped of all fitments and is in a partial state of refurbishment which includes the provision of new UPVC double glazed windows, new roof covering, partial re-plastering and first fix electrical but is in need of completion along with the provision of kitchen and bathroom fitments. The property is situated in an established and popular residential location close to the junction with Beaumont Road and is within a quarter of a mile distance from both Cotteridge Park and Bournville Railway Station and Cotteridge Shopping Centre is within approximately half a mile distance.

Accommodation:**Ground Floor:**

Reception Hall, Front Reception Room, Rear Reception Room, Dining Kitchen (no fitments)

First Floor:

Stairs and Landing, Bedroom One (double) partitioned for a proposed En-suite Shower Room (no fitments), Bedroom Two (double), Proposed Bathroom (no fitments), Bedroom Three (single)

**Outside:**

(Front) Walled foregarden, shared pedestrian entry access to rear
(Rear) Yard and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 5**Freehold Vacant Possession**

**241 Oldknow Road
Small Heath,
Birmingham, B10 OHZ**

Property Description

A end terraced property of brick construction surmounted by a tile clad roof setback from the road behind a walled foregarden. The property benefits from having well laid out accommodation, however does require modernisation and improvement. Oldknow Road is located off Waverley Road and Coventry Road. The property within a quarter miles distance from Small Heath Park.

Accommodation
Ground Floor

Entrance hallway, Lounge, Dining Room, Kitchen and Bathroom having panelled bath, wash basin and separate W.C

First Floor

Three Bedrooms.

**Legal Documents**

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

LOT 6**Freehold Vacant Possession**

**69 Rickyard Piece,
Quinton, Birmingham
B32 2QN**

Property Description

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and three bedrooms but requiring some modernisation and improvement. The property is situated in a cul-de-sac which leads off Simmons Drive and which in turn leads off Quinton Road West.

Accommodation
Ground Floor

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

First Floor

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

**Outside**

(Front) Lawned foregarden
(Rear) Yard, lawned garden and brick store

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.



COTTONS
THE AUCTIONEERS





**35 Lakeside Road, West Bromwich,
West Midlands, B70 0PW**

Property Description

A three bedroom semi detached property of brick construction surmounted by hipped tile clad roof setback from the road behind a lawned foregarden and driveway allowing for off road parking. The property benefits from having well laid accommodation however does require modernisation and improvement. Lakeside Road is located off Black lake (A4196) which is continuous of Hilltop, the property is within approximately a mile and quarter distance from centre of West Bromwich.

Accommodation

Ground Floor

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

First Floor

Having three bedrooms and a shower room, having shower cubicle, wash basin, W.C.

Outside

(Front) lawned foregarden and paved driveway allowing for off road parking (Rear) lawned garden.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 20th May 2010** 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 8**Freehold Vacant Possession**

**151 Coombes
Lane, Longbridge,
Birmingham B31 4QU**

Property Description

A traditional mid terraced house of part rendered brick construction surmounted by a pitched tile clad roof, benefiting from off road parking and three bedrooms but requiring modernisation and improvement throughout. Coombes Lane forms part of the established Longbridge area which is currently undergoing major regeneration to transform much of the former Rover car plant into a new Town Centre, housing and public open spaces.

Accommodation**Ground Floor**

Entrance Hall, Front Reception Room, Dining Kitchen with Pantry

First Floor

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

**Outside**

(Front) Paved foregarden providing off road parking, shared pedestrian entry access to rear
(Rear) Yard, integral store and wc and garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

LOT 9**Freehold Vacant Possession**

**415 Bordesley Green,
Bordesley Green,
Birmingham B9 5RE**

Property Description:

A freehold end terraced property of traditional brick construction surmounted by a tile clad roof and being located in the centre of a parade of similar units on the busy Bordesley Green (B4128). The property itself is located on Bordesley Green between Fourth and Fifth Avenue approximately two miles to the East of Birmingham City Centre.

Accommodation**Ground Floor**

Front Room: Extending to approximately 19.3sq.mtrs (208sq.ft)
Room Two: Extending to approximately 12.2sq.mtrs (139sq.ft)
Rear Store: Extending to approximately 5.4sq.mtrs (58sq.ft)
Separate WC

First Floor

Stairs and Landing
Room One: Extending to approximately 8.6sq.mtrs (92sq.ft)
Room Two (partitioned): Extending to approximately 7.9sq.mtrs (85sq.ft)
Staff Room with Kitchenette: Extending to approximately 18.0sq.mtrs (194sq.ft)
Shower Room with shower cubicle, WC and wash hand basin

**Outside**

(Front) The property fronts directly onto Bordesley Green
(Rear) Timber Storage Shed

Note: There is an advertising hoarding on the building, let to J.C. Decaux for a term of 5 years from 1 May 2008 at a current rent of £1,500 per annum.

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





85 Himley Road, Dudley, West Midlands DY1 2QF

Property Description:

A substantial four storey mid terraced house of rendered brick construction surmounted by a pitched tile clad roof. The property provides extensive accommodation and has previously been used as bed sit accommodation but now requires modernisation and repair throughout. The property is situated towards the eastern end of Himley Road (B4176) forming part of a terrace of similar dwellings situated adjacent to Grange Park and close to the junction with Dibdale Street. Dudley Town Centre is conveniently within approximately half a mile distance.

Accommodation

Basement

Storeroom
Basement Flat: Reception Hall, Bed/Living Room, Shower Room with wash basin and wc, Separate WC and Kitchen

Ground Floor

Entrance Hall, Reception Hall with basement access, Shower Room, Front Reception Room, Dining Kitchen, Rear Reception Room

First Floor

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

Second Floor

Stairs and Landing, Two Further Bedrooms

Outside

(Front) Foregarden
(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LEGAL PACKS

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

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





472 Harborne Park Road, Birmingham B17 0NG

Property Description

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating. The property is set back from the road behind a small foregarden and is situated close to the junction with Metchley Lane. The Queen Elizabeth Hospital is within approximately one quarter of a mile distance and both The University of Birmingham and Harborne Shopping Centre located on High Street are within approximately three quarters of a mile distance. The accommodation is laid out to provide three letting rooms which have been let in the past to three sharers, however the property is currently occupied by two sharers on an Assured Shorthold Tenancy and paying a rental of £515 per calendar month (£6,180 per annum).

Accommodation

Ground Floor

Reception Hall, Front Reception Room/Bedroom Three (Let), Lounge, Kitchen with a range of modern units, Veranda/Utility Room

First Floor

Stairs and Landing, Bedroom One (Let), Bedroom Two (Vacant), Bathroom with modern suite comprising panelled bath having shower over, pedestal wash basin and wc

Outside

(Front) Small walled foregarden
(Rear) Paved yard/garden with rear pedestrian access

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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E-mail: auctions@cottons.co.uk



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LOT 12**Freehold Vacant Possession**

**45 Crescent Road,
Netherton, Dudley
DY2 0NW**

Property Description

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, part double glazing and gas fired central heating, however does require some modernisation and improvement. Crescent Road is located off Hill Street which is the continuation of Highbridge Road, and the property itself is within a quarter of a miles distance from the main shopping area located in Netherton.

Accommodation**Ground Floor**

Lounge, Dining Room, Kitchen, Verandah and Shower Room having shower cubicle, WC and wash basin, stairs to first floor

First Floor

Two Bedrooms

**Outside**

(Front) Walled foregarden
(Rear) Paved garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

LOT 13**Leasehold Investment**

**60 Edison Grove, Quinton, Birmingham,
West Midlands, B32 1ES**

Property Description

A self contained first floor flat located in a purpose built two story block comprising four flats in total. The property is currently let on an Assured Shorthold Tenancy at a rental of £375.00 per month (£4500 per annum). The property itself is located on Edison Grove which runs directly off Gorsy Road which in turn runs off Quinton Road West. The property is located approximately four miles to the South West of Birmingham City Centre.

Accommodation**Ground Floor**

Entrance Hall

First Floor

Living Room, Kitchen, Bedroom and Bathroom

Outside

(Rear) Private garden

Leasehold Information

Term: 125 Years from 24 April 1989
Ground Rent: £10 per annum
Service Charge: Nil

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





94 and 96 School Road, Himley, Dudley DY3 4LG

Property Description

A pair of two bedroom semi detached properties constructed of brick and surmounted by a tile clad roof set back from the road behind a walled foregarden. The properties benefit from having well laid out accommodation and countryside views from the rear, however do require modernisation and improvement throughout. The properties are located in the popular and established village of Himley and are within walking distance to Himley Park.

Accommodation

94 School Road

Ground Floor

Lounge, Dining /Kitchen, stairs to First Floor

First Floor

Two Bedrooms

Outside

Front: Walled foregarden

Rear: Brick built outhouses with WC and garden area

96 School Road

Ground Floor

Lounge, Dining /Kitchen, stairs to First Floor

First Floor

Two Bedrooms

Outside

Front: Walled foregarden

Rear: Brick built outhouses with WC and garden area

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

DEPOSITS AND ADMINISTRATION FEE

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

Acceptable payment methods are as follows:

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

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

- Credit Card Payments

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

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



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General View of Land



Land 24p Portway Hill, Tividale, Oldbury, Sandwell (adjacent B69 1PQ)

Property Description:

A parcel of land comprising a rectangular shaped unfenced and fairly level site of about 0.14 acres (0.06 hectares). The land forms part of a large area of open space bounded by housing to the North, East and South and is adjacent to a former Quarry Site on Portway Hill, not far from the junction with Lye Cross Road.

Site boundaries have been surveyed but not marked but can be set out accurately for a nominal charge using GPS survey equipment.

The land is located approximately 1.3 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre and is approached, coming from the M5, along the A4123 (0.7 miles), by turning left

onto Newbury Lane and continuing along for 0.8 miles to the traffic lights and turning right onto Portway Hill. The land is 100m into the site off an unmarked right of way, around 150m South of the Portway Hill / Lye Cross Road junction.

Planning

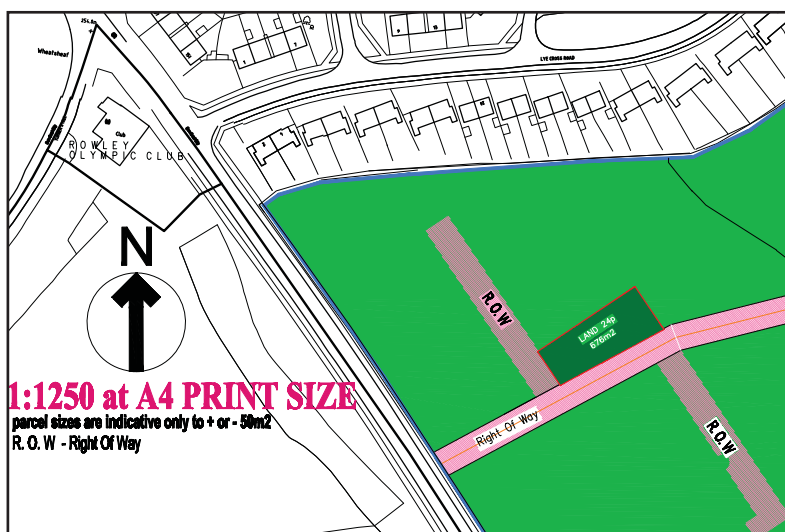
The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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www.cottons.co.uk

E-mail: auctions@cottons.co.uk



Land Rear of 308 & 310 Alcester Road South, Kings Heath, Birmingham B14 6EN

Property Description:

A parcel of freehold garden land rectangular in shape, extending to an area of 0.123 acres and situated to the rear of 308 and 310 Alcester Road South.

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

No access to the land is currently available and all interested parties should make their own enquiries in respect of any access arrangements.



IMPORTANT NOTICE

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COTTONS
THE AUCTIONEERS





1 Saltley Cottages, Tyburn Road, Birmingham B24 8HG

Property Description

A semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazed windows, gas fired central heating and brick built garage allowing for off road parking. Saltley Cottages is located off the Tyburn Road (A38) opposite the junction with Ansell Road. The property is within approximately three quarters of a miles distance from the main High Street located in Erdington, and within half a miles distance from junction 6 of the M6 motorway.

First Floor

Two Bedrooms and Bathroom with panelled bath, WC and wash hand basin.

Outside

(Front) Lawned foregarden and brick built garage allowing for off road parking
(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, WC and Lean to.





**143A New John Street, Halesowen,
West Midlands B62 8HT**

Property Description:

A semi detached commercial property of brick construction surmounted by a pitched roof and benefiting from substantial warehouse / workshop accommodation to the ground floor together with works offices to the front of the site.

The property is set back behind a paved forecourt with roller shutter protected vehicular access. The property is located on New John Street close to the junction with Malt Mill Lane which is directly off Long Lane (A4034)

Office, Male/Female W.Cs, Entrance Lobby and integral loading bay.

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation
Ground Floor

Warehouse/Workshop extending to approximately 357 sq.mtrs (3844 sq.ft). Included in this area is Kitchen, Works

Scriven & Co.



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COTTONS
THE AUCTIONEERS





291 / 293 Dudley Road, Winson Green, Birmingham, B18 4HA

Property Description

A pair of mid terrace retail premises which are currently vacant and located on the busy Dudley Road (A457) among a parade of similar units. The properties themselves require modernisation and improvement and benefit from substantial accommodation across two floors together with a rear yard. The property itself is located approximately 1.5 miles to the West of Birmingham City Centre.

Accommodation

291 Dudley Road Ground Floor

Retail Shop extending to approximately 34.6 sq.mtrs (372 sq.ft)
Rear Store extending to approximately 8.2 sq.mtrs (88sq.ft).
Kitchen / Staff room extending to approximately 10.7 sq.mtrs (115 sq.ft).

First Floor

Room 1 extending to approximately 19.4 sq.mtrs (209 sq.ft)
Room 2 extending to approximately 18.1 sq.mtrs (191 sq.ft)
Room 3 extending to approximately 11 sq.mtrs (119 sq.ft)

293 Dudley Road Ground Floor

Retail Shop extending to approximately 37.0 sq.mtrs (398 sq.ft)

Rear Storeroom 1 extending to approximately 5.1 sq.mtrs (55 sq.ft)
Rear Storeroom 2 extending to approximately 6.1 sq.mtrs (66 sq.ft)
Private Office extending to approximately 9.5sq.mtrs (102 sq.ft)

First floor

Room 1 extending to approximately 18.7 sq.mtrs (201 sq.ft)
Room 2 extending to approximately 13.8 sq.mtrs (141 sq.ft)
Room 3 extending to approximately 14.2 sq.mtrs (153 Sq.ft)
Former Bathroom

Outside

(Front) The property front directly onto Dudley Road
Outside (Rear) Concrete yard

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 20th May 2010** 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.





Former Banking Premises 65 Vicarage Road, Oldbury, West Midlands B68 8HL

Property Description:

A former banking premises previously occupied by Barclays Bank and comprising of a part two storey brick built link detached premises which further includes substantial basement accommodation. The property may be suitable for a variety of commercial uses and is situated in the centre of Langley Green overlooking the roundabout junction of Vicarage Road and Dogkennel Lane.

Accommodation

Ground Floor

Banking Hall: 121.34sq.mtrs (1,306sq. ft) with Separate office

Basement

66.76sq.mtrs (718sq.ft) with large Vault/Safe

First Floor

53.5sq.mtrs (575sq.ft) with Landing and Walk in Store, Ladies and Gents Toilets and a Staff Room with Kitchenette

Outside

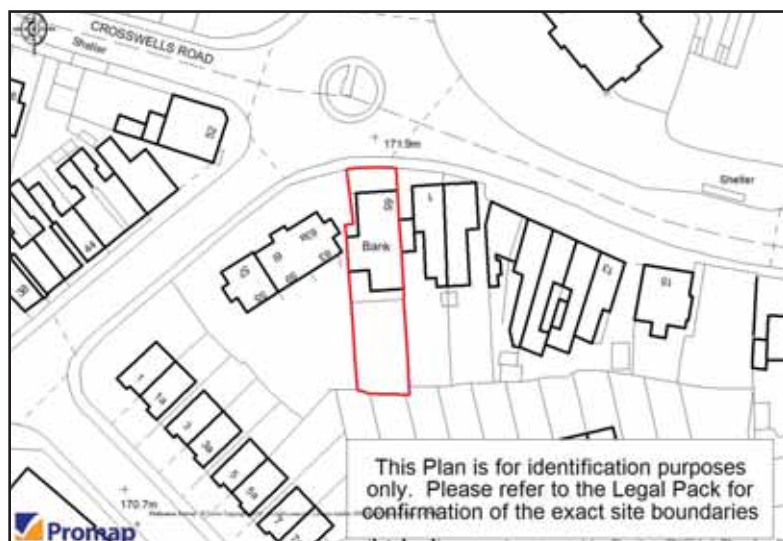
(Front) Paved forecourt
(Rear) Tarmacadamed garden/yard area

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





174 Haslucks Green Road, Shirley, Solihull B90 2LQ

Property Description:

A traditional detached house of part rendered brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows but requiring modernisation and repair. The property is situated on a sizable plot which extends to an area of 0.161 acres and forms part of a popular and established residential area. Haslucks Green Road leads directly off Stratford Road (A34) which provides access to a wide range of retail amenities and services.

Accommodation

Ground Floor

Vestibule Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Lean to Veranda

First Floor

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

Outside

(Front) Lawned foregarden with tarmacaded driveway leading to garage
(Rear) Pedestrian side gated access to yard/patio area and a large predominantly lawned garden

Legal Documents

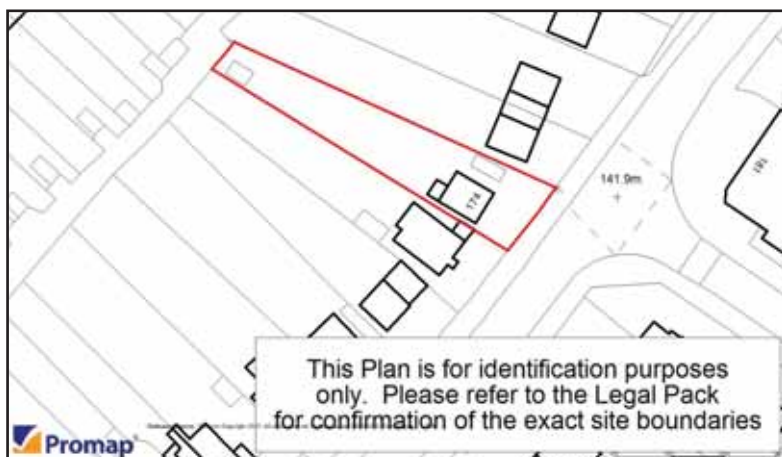
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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

Property Description:

A substantial detached former public house of a traditional brick construction, surmounted by a pitched replacement tile clad roof and benefiting from UPVC double glazed windows and a secure gated yard to the side and rear. The property was originally known as the White Lion Public House and has more recently been used as a restaurant and takeaway but now requires repair and modernisation throughout. The property is situated close to the junction with Grange Road.

Advertising Hoarding

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

Accommodation Ground Floor

Entrance, Reception Hall, Ladies Toilets, Gents Toilets, Bar/Restaurant Area 103sq.mtrs (1,111sq. ft), Rear Entrance Hall with cellar access, Lobby, Store and Kitchen (no fittings) 27.39sq.mtrs (294sq.ft)

First Floor

Front and Rear Stairs, Landing, Office/Store,

Six Double Bedrooms, Bathroom and Separate Toilet (no fittings)

Outside

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

Legal Documents

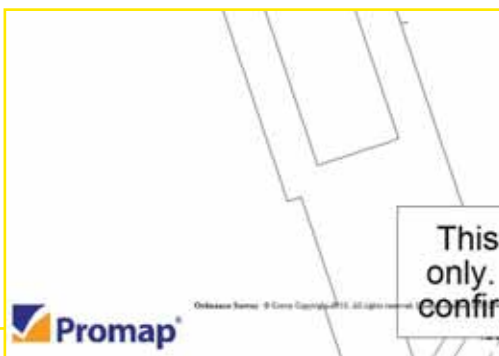
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Important Note:

The property has suffered some vandalism and several floor boards to the first floor accommodation are missing. All parties viewing this property must do so with utmost caution and entirely at their own risk. Neither the auctioneers nor vendors accept any liability for any injury caused.



COTTONS
THE AUCTIONEERS





The British Queen, 55 Parkes Hall Road, Dudley, West Midlands, DY1 3SP

Property Description:

A substantial detached property of traditional brick construction surmounted by a pitched tiled clad roof benefiting from UPVC Double Glazing and Gas Fired Central Heating. The property currently comprises of an L-shaped bar and kitchens to the ground floor with living accommodation to the first floor over. The property is located on the corner of Parkes Hall Road and Turley Street approximately 1.5 miles to the North West of Dudley Town Centre.

Accommodation

Ground Floor

Reception Hall, L-shaped Bar area, Kitchen, Lean To with Male and Female W.C.s and access to large cellar.

First Floor

Stairs and Landing, Living Room, Three Bedrooms and Bathroom with panelled bath, wash basin and W.C.

Outside

(Front) The property fronts directly onto Parkes Hall Road.
(Rear) and Side Garden

Please note VAT is payable on the purchase price

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





35 Sedgeley Hall Avenue, Dudley, West Midlands DY3 3TA

Property Description

A semi detached property surmounted by an interlocking hipped tile clad roof set back from the road behind a gravelled foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Sedgeley Hall Avenue is located off Netherby Road which in turn can be found off Gospel End Road (A463).

First Floor

Three Bedrooms and Bathroom with panelled bath, wash basin and separate WC.

Outside

(Front) Gravelled foregarden
(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

Accommodation

Ground Floor

Entrance Hallway, Through Lounge, Kitchen and Rear Lobby.


Stairs to first floor.

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.



COTTONS
THE AUCTIONEERS





164 Wolverhampton Road South, Quinton, Birmingham B32 2BG

Property Description

A traditional semi detached house of part rendered brick construction surmounted by a hipped tile clad roof, requiring modernisation and improvement throughout and having scope for a side extension (subject to obtaining planning consent). The property is set back from the road behind a foregarden and is situated close to the roundabout junction with Court Oak Road.

Accommodation

Ground Floor

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Side Veranda with WC

First Floor

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

Outside

(Front) Foregarden with enclosed side yard
(Rear) Paved yard with predominantly lawned garden and pedestrian side access

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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Land to the rear of Ivy House Road and Wallace Road, Oldbury, West Midlands

Property Description:

A parcel of land comprising of a sloping irregular shaped unfenced site of about 1.0 acre (0.42 hectares). The land forms part of a large area of public open space formerly occupied by a quarry, which has now been filled. The land is located to the rear of 68 – 74 Wallace Road and 69-73 Ivy House Road, Rowley Regis and approached either across open land on Portway Hill, or via the footpath between 27 and 29 Wadham Close.

The land is located approximately 1.5 miles Northwest of junction 2 of the M5 Motorway 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

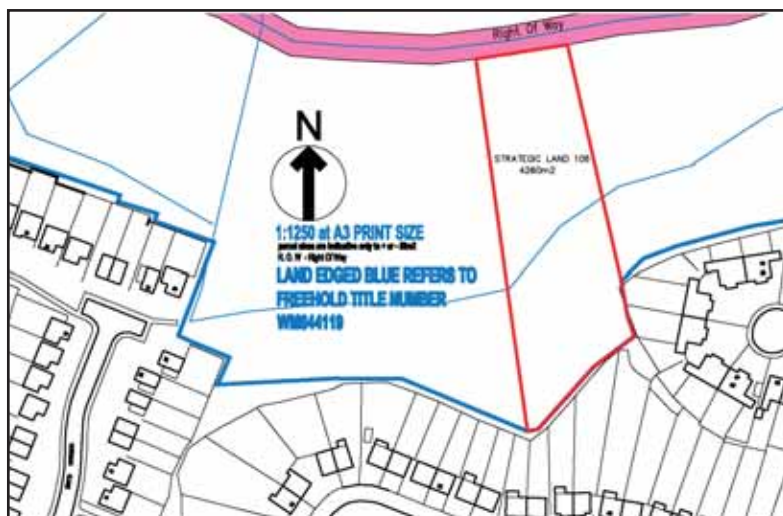
The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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18 Staple Lodge Road, Northfield, Birmingham B31 3HG

Property Description

A well laid out semi detached house benefiting from UPVC double glazed windows, three bedrooms and off road parking. Staple Lodge Road leads off West Heath Road and the property is conveniently within approximately one mile distance from Northfield Shopping Centre.

Accommodation Ground Floor

UPVC double glazed Porch, Reception Hall, Through Lounge/Dining Room, Breakfast Kitchen, Rear Entrance Hall with Separate WC

First Floor

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

Outside

(Front) Paved foregarden with driveway providing off road parking
(Rear) Partly paved/lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

55 Trafalgar Road, Erdington, Birmingham B24 9AP

Property Description

A traditional mid terraced house of brick construction surmounted by an interlocking tile roof set back behind a small foregarden and benefiting from UPVC double glazed windows. Trafalgar Road is situated off Wood End Road (B4040) and the property is conveniently within approximately one third of a mile distance from Erdington High Street which provides access to a wide range of amenities and services.

Accommodation Ground Floor

Front Reception Room, Rear Reception Room, Kitchen

First Floor

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



Outside

(Front) Small walled foregarden
(Rear) Yard with brick store and wc, garden and a further brick built store/workshop

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



6 Stanley Court, 40 Islington Row Middleway, Edgbaston, Birmingham B15 1LD

Property Description

A third floor mansion flat providing well laid out accommodation and forming part of a purpose built block situated over a ground floor retail parade and located at the junction with Frederick Road. The property is situated within close proximity to Broad Street which provides access to a wide range of retail and leisure amenities, bars and restaurants and benefits from three double bedrooms, gas fired central heating, UPVC double glazed windows and security door entry system.

Accommodation

Ground Floor

Shared Reception Hall with door entry system

Third Floor

Stairs and Landing, Reception Hall, Lounge, Kitchen with a range of modern fitted units and a Pantry/

Utility Room, Three Double Bedrooms, Bathroom with modern suite comprising panelled bath having electric shower over, pedestal wash basin and wc

Leasehold Information

Term: From 28 July 2003 to 21 March 2120

Ground Rent: £50 per annum

Service Charge: Currently £600 per annum

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.



COTTONS
THE AUCTIONEERS





Unit at the Rear of 52 Lodge Road, West Bromwich, West Midlands, B70 8PA

Property Description:

A detached industrial Workshop / Warehouse with brickwork walls requiring modernisation and improvement. The property itself is accessed via a private driveway located to the side of 52 Lodge Road, (Lloyd's Chemist) and benefits from two car parking spaces. The property itself is approximately quarter of a mile from West Bromwich Town Centre.

Accommodation

Ground Floor

Workshop/Warehouse extending to approximately 127.8 sq.mtrs (376 sq.ft)

Outside

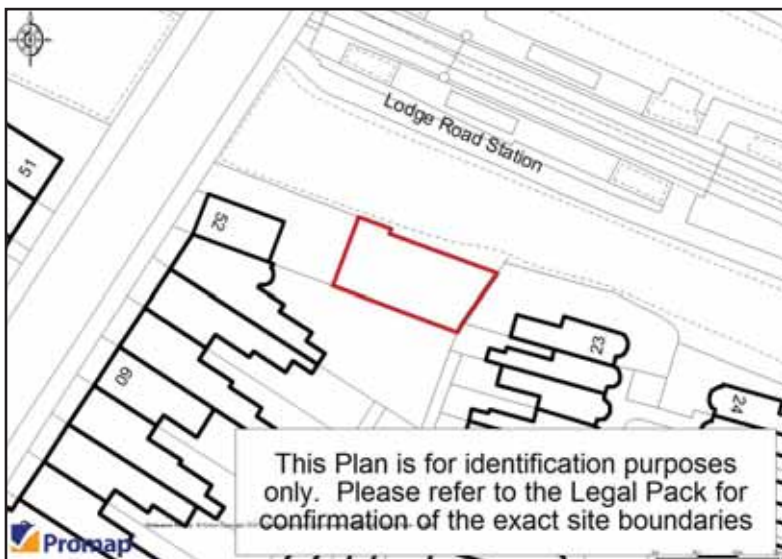
(Front) Two car parking spaces

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.





County Cranes and Transport, Locarno Road, Tipton West Midlands DY4 9SH

Property Description:

Substantial freehold warehouse / workshop accommodation together a large secure yard located directly on the corner of Locarno Road and Upper Church Lane (B4163). The units are two storey brick construction surmounted by steel frame roof with external walls of part brickwork and part profiled steel cladding. There are three separate working bays together with office accommodation. All the units benefits from roller shutter protection and the entire site itself is enclosed by a steel fence. Locarno Road is located approximately 1.5 miles to the north east of Dudley Town Centre. The total site area is approximately 0.45 acres (0.183 hectares).

Accommodation Workshops

Bay 1

21.96m x 9.96m = 218.7sq.mtrs (2354 sq.ft)

Bay 2

25.93m x 4.88m = 126.5sq.mtrs (1362sq.ft)

Bay 3

17.89m x 4.27 = 76.3 sq.mtrs (822sq.ft), with Staff Room extending to approximately 21.3sq.mtrs (230 sq.ft)

Office Accommodation

Office One extending to approximately 10.3 sq.mtrs (111sq.ft)
Office Two extending to approximately 15.7 sq.mtrs (169sq.ft)
Kitchen.

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





69 Turton Road, Tipton, West Midlands DY4 9LN

Property Description

A semi detached house occupying a large corner plot and of brick construction surmounted by a pitched tile clad roof. The property has previously been modernised with an extended kitchen, gas fired central heating and UPVC double glazed windows however has suffered from vandalism and fire damage and now requires repair and improvement throughout. Turton Road runs directly off Batmanshill Road and is located within approximately two and a half miles north of Dudley Town Centre which provides access to a wide range of retail amenities and services.

First Floor

Stairs and Landing, Three Double Bedrooms

Outside

(Front) Lawned foregarden with side driveway providing ample off road parking
(Rear) Large paved rear garden

Legal Documents

Available at www.cottons.co.uk

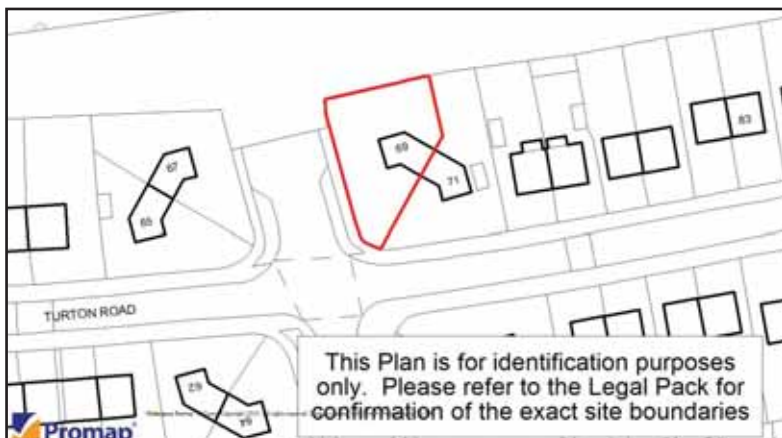
Viewings

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Porch, Reception Hall, Lounge, Extended Kitchen, Dining Room, Shower Room





132 Cape Hill, Smethwick, West Midlands B66 4SH

Property Description

A three storey mid terraced commercial premises of a traditional brick construction surmounted by a tile clad roof and being located on busy Cape Hill (A4092). The property itself is located approximately 2¼ miles to the West of Birmingham City Centre

Accommodation

Ground Floor

Retail Shop extending to approximately 30.8sq.mtrs (332 sq.ft)

Kitchen / Staff Room extending to approximately 15.3 sq.mtrs (165 sq.ft)

First Floor

Stairs and Landing, L-shaped Room extending to approximately 37.1 sq.mtrs (292 sq.ft), separate W.C and Kitchen

Second Floor

Stairs and Landing, L-shaped Room extending to approximately 26.4 sq.mtrs (284 sq.ft).

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

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COTTONS
THE AUCTIONEERS





26 Balds Lane, Lye, Stourbridge, West Midlands, DY8 8SG

Property Description

A freehold commercial property comprising of brick built two storey offices fronting the road together with two warehouse / workshop units to the rear of the site and associated yard accommodation with vehicular access off Balds Lane. The premises which would suit a number of uses are located on Balds Lane close to the junction with Brook Street which in turn leads to directly to The Hayes (A458).

Accommodation

Two Storey Brick Built Office Ground Floor

Reception Area extending to approximately 13.6 sq.mtrs (147 sq.ft)
Office One extending to approximately 13.3 sq.mtrs (143 sq.ft)
Kitchen

First Floor

Office One 9.97 sq.mtrs (107 sq.ft.)
Office Two 13.8 sq.mtrs (148 sq.ft)
Separate W.C.

Storage Unit One

Extending to approximately 79.8 sq.mtrs (859 sq.ft)

Storage Unit Two

Extending to approximately 66.1 sq.mtrs (711 sq.ft)

Planning

The property benefits from a planning permission for a change of use for the two storey building to 2 No. apartments (C3). (Planning Reference P09/1303)

This is a resubmission of refused application P09 /1059 and was granted by Dudley Metropolitan Borough Council on the 3 November 2009.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



Long Leasehold Retail/Office Unit (999 Year Term)

For sale by instruction of the
Mortgagees (Not In Possession)



Unit 23D Lock House, Waterside, Dickens Heath, Shirley, Solihull B90 1UD

Property Description

A ground floor retail shop/office unit forming part of a modern mixed use development set around a courtyard containing an attractive water feature. Waterside is located off Mereways which is a continuation of Rumbush Lane and the property is located close to the Southern boundary of Dickens Heath which comprises of a newly constructed village located to the South West of Solihull and containing a variety of modern housing and apartments along with a range of shops, a school and other public amenities.

Accommodation

The Auctioneers have not carried out internal inspection.

Important Note:

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/

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

Leasehold Information

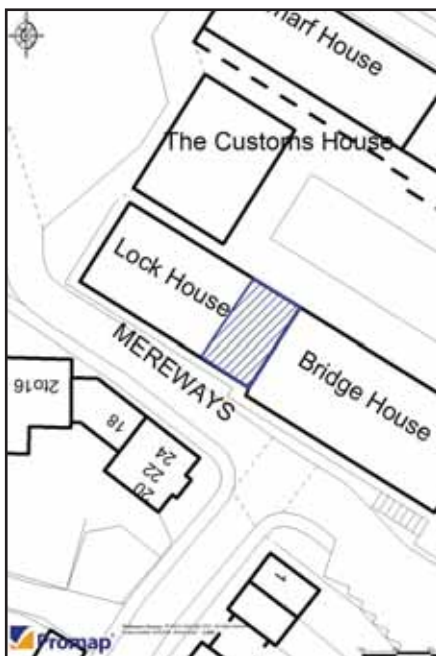
Term: 999 years from 1st January 2003
Ground Rent and Service Charge: Refer to legal pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS



**23 Warwick Crest,
Arthur Road, Edgbaston,
Birmingham, B15 2LH**

Property Description

A two bedroom flat situated on the fifth floor of a substantial purpose built block. The flat benefits from having UPVC double glazed windows, electric storage heating and allocated garage providing off road parking. Warwick Crest is set in an established residential area and is located off Arthur Road which in turn can be found off either Church Road (B4217) or Carpenter Road. The property is within approximately a mile distance from Birmingham City Centre.

Accommodation

Ground floor

Communal Entrance Hall with security door entrance system giving access to lifts.

Fifth Floor

Entrance Hallway, Lounge giving access to balcony area x 2, Kitchen, two Bedrooms and Bathroom, having panelled bath with electric shower above, wash basin and W.C.

Outside

Communal lawns, gardens and allocated garage providing secure off road parking.

Leasehold Information

Term: 4 October 2006 to 11 March 2149

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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3 High Street, Market Drayton, Shropshire TF9 1PY

Property Description:

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

Accommodation

Ground Floor

Retail area

48.1 sq metres (518 sq ft)

Rear Store

26.8 sq metres (289 sq ft)

First Floor

Room 1

15.2 sq metres (164 sq ft)

Room 2

32.5 sq metres (349 sq ft)

Second Floor

Room 1

24.9 sq metres (268 sq ft)

Rooms 2 and 3 (partitioned)

15 sq metres (161 sq ft)

Planning

The property benefits from Planning Consent for change of use of the Ground Floor to A5, hot food take away, granted 11 August 2009 (Ref – 09/01548/FUL) by Shropshire Council

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Neighbouring Street Scene



COTTONS
THE AUCTIONEERS





1 The Parade, Cannock Road, Wednesfield, Wolverhampton, WV10 8PZ

Property Description:

A freehold single storey end terraced retail unit surmounted by a flat roof and benefiting from vacant possession and customer parking area forecourt. The property benefits from suspended ceiling and laminates flooring and is offered for sale in a presentable condition.

The Parade is located on Cannock Road (A460) close to the junction with Blackhalve Lane (B4156) approx 2. quarter miles to the north east of Wolverhampton city centre

Accommodation

Ground Floor

Retail Area extending to approximately 22.7 sq.mtrs (245 sq ft),
Rear room extending to approximately 5.5 sq.mtrs (59 sq ft)
Shower room with shower cubicle and separate W.C

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

99 Kingfisher Drive, Smith's Wood, Birmingham B36 0SE

Property Description

A mid terraced house surmounted by a pitched interlocking tile clad roof, providing well laid out accommodation and benefiting from gas fired central heating, double glazed windows/ external doors (mostly UPVC) and a garage. The property is situated opposite the junction with Fieldfare Croft and forms part of an established residential area.

Accommodation

Ground Floor

Entrance Hall, Reception Hall, Cloak Room with wc and wash basin, Dining Kitchen, L-Shaped Lounge/Dining Room

First Floor

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



Outside

(Front) Driveway to garage
(Rear) Patio and predominantly lawned garden with rear pedestrian access

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





42 and 42A Gas Street, Birmingham B1 2JT

Property Description

A valuable freehold investment opportunity comprising of a Grade II Listed three storey traditional built property containing a self contained office building (let to a property agency) to the lower ground floor and a duplex flat to the upper ground and first floors. The property is located off Gas Street, prominently situated fronting the busy Worcester Bar Canal Basin and is situated in the heart of the City Centre located a short walk from both Broad Street and the Mailbox.

Rental Income

42 Gas Street (Duplex Flat) Let on an Assured Shorthold Tenancy at a rental of £850 per calendar month (£10,200 per annum)

42A Gas Street

(Office Premises) Let on a lease to a residential letting and sales agent on full repairing and insuring terms for a term of 3 years which commenced on September 2008 at a rental of £10,000 per annum

Total Rental Income:

£20,200 per annum

Accommodation

42 Gas Street:

Enclosed yard with access off both Gas Street and the Canal Basin, Store Room (not inspected)

Upper Ground Floor

Entrance Hall, Kitchen with a range of modern fitted units, Bedroom Two/Office

First Floor

Stairs to Lounge, Double Bedroom, Bathroom with bath, separate shower, wc and wash basin

42A Gas Street:

Reception Office: 14.34sq.mtrs (154sq.ft), Managers' Office: 11.11sq.mtrs (119sq.ft), Kitchenette and Separate Toilet with wc and wash basin

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





35 Worcester Bar, Gas Street, Birmingham B1 2JU

Property Description

A valuable freehold investment opportunity comprising of a long established Bar/Restaurant premises known as the Canal Side Café and located off Gas Street, prominently fronting the busy Worcester Bar Canal Basin. The property is situated in the heart of the City Centre located a short walk from both Broad Street and the Mailbox and overlooks the thriving Canal Basin. The property is Grade II Listed having a plaque showing the date of construction as 1770 and is brick built surmounted by a pitched slate clad roof.

Rental Income:

The property is currently let on a lease for a term of 10 years which commenced on 2008 (although the tenant has been in occupation for a number of years prior) on full repairing and insuring terms at a rental of £18,000 per annum.





Accommodation

Ground Floor

Entrance Hall, Bar/Restaurant Area 26.68sq.mtrs (287sq.ft)

Lobby with Cellar access

Kitchen 15.01sq.mtrs (161sq.ft)

Veranda Seating Area 21.85sq.mtrs (235sq.ft)

Ladies Toilets, Partly Covered Yard with Gents Toilets and a separate access to Gas Street

First Floor

Not inspected but we understand that there are Two Rooms extending to a Gross Internal Area of approximately 34sq.mtrs (372sq.ft)

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





**26 Milcote Drive, Sutton Coldfield,
West Midlands B73 6QJ**

Property Description:

A five bedroom new build detached property surmounted by a tile clad roof set back from the road behind a block paved driveway giving access to both the property and a detached brick built garage. The construction of the property was completed on 20th October 2009 and the NHBC certificate will be issued upon completion. The property offers spacious well laid out accommodation that includes UPVC double glazed windows throughout, gas fired central heating, modern kitchen and bathroom fittings, and further benefits from having a full length boarded loft with electrical point and plumbing for a radiator. Milcote Drive is located off Jeavons Road which in turn can be found off Monmouth Drive. The property is within walking distance from New Oscott Junior and Infants School, and within a quarter of a miles distance from Sutton Park.

Accommodation:
Ground Floor:

Entrance Hallway, washroom with WC, wash basin and under floor heating, Through Lounge, Study, Kitchen and Dining Room, Utility Room, stairs to first floor

First Floor:

Landing area with access to loft, Bedroom 1 with ensuite Shower Room having shower cubicle, WC and wash basin, Bedrooms 2 to 5, Bathroom having panelled bath, wash basin, WC and shower cubicle.

Outside:

(Front) Block paved foregarden giving access to detached brick built garage
(Rear) Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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E-mail: auctions@cottons.co.uk**





COTTONS
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307 Slade Road, Erdington, Birmingham, B23 7LU

Property Description:

A substantial mid terraced residential property of brick construction surmounted by tile clad roof and currently comprising of six letting bedrooms with shared facilities. The property itself benefits from gas fired central heating and double glazing throughout and is located on Slade Road virtually opposite the junction with Rosary Road. The property itself is located approximately 3 miles to the North East of Birmingham City Centre.

Accommodation

Ground Floor

Reception Hall, Bedroom One, Lounge, Dining Kitchen with Utility Room, Rear Lobby and Shower Room with shower cubicle, wash basin and W.C.

First Floor

Stairs and Landing, Four Bedrooms and Shower Room with shower cubicle, wash basin and W.C

Second Floor

Bedroom Six

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 2%)

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

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



Freehold Residential Development Land By Instruction of the Mortgagees (Not In Possession)



Freehold Residential Development Land, 63 Thornthwaite Close, Rubery, Birmingham, West Midlands B45 0DS

Property Description

A parcel of freehold land roughly rectangular in shape and extending to an area of 0.139 acres (562sq. mtrs). The site is partially secured by a palisade fence and is situated to the rear of 55-61 Thornthwaite Close and overlooks public open space across its Northern boundary. Thornthwaite Close forms part of a residential estate and is situated off Brightstone Road which in turn leads off Holly Hill. Great Park lies within approximately half a mile distance to the South and provides access to a range of leisure and retail amenities.

Planning

Planning consent was granted by Birmingham City Council (Ref: S/01145/05/FUL and dated 14th June 2005) for the erection of four No. 3 bedroom dwellings with associated parking and access.

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

Important Note:

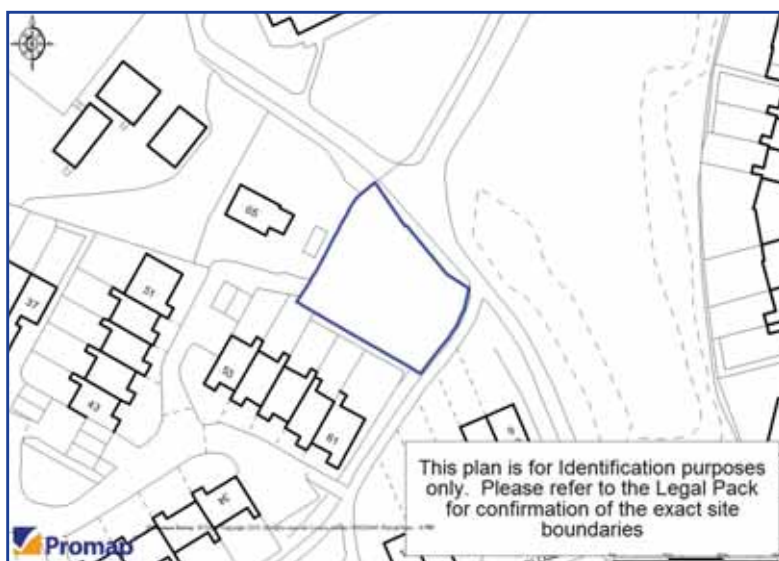
The land is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

Legal Documents

Available at www.cottons.co.uk

Viewings

external viewing access available



COTTONS
THE AUCTIONEERS





97 Grange Road, Small Heath, Birmingham B10 9QT

Property Description

A part residential/part commercial property comprising of a substantial three storey dwelling house, most recently used as offices along with a secure gated yard and a workshop/warehouse located to the rear. The property is set back behind a tarmacaded forecourt and the dwelling is of traditional brick construction surmounted by a pitched tile clad roof and benefits from mostly UPVC double glazed windows and five bedrooms. The property is ideally suited for an owner occupier who has a home based business or alternatively as an investment where the residential and commercial parts provide potential for subdivision. The property is situated to the eastern side of Grange Road which runs between Green Lane and Muntz Street.

Accommodation

Ground Floor

Three Reception Rooms, Kitchen, Bathroom with panelled bath, wash basin and wc, Two Rear Rooms/Offices (ancillary to the warehouse/ workshop accommodation) 29.77sq.mtrs (320sq. ft)

First Floor

Stairs and Landing, Four Bedrooms, Separate WC

Second Floor

Stairs and Landing, Two Further Bedrooms

Outside

Tarmacaded forecourt, secure gated yard, garage/storage area 45.76sq. mtrs (492sq.ft) leading to warehouse 58.18sq.mtrs (626sq.ft), Stair access to First Floor (not inspected)

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





Paddock 2 Portway Hill, Tividale, Oldbury, Sandwell (adjacent B69 1PQ)

Property Description:

A parcel of land comprising a rectangular shaped unfenced and fairly level site of about 0.84 acres (0.34 hectares). The land forms part of a large area of open space bounded by housing to the North, East and South and is adjacent to a former Quarry Site on Portway Hill, not far from the junction with Lye Cross Road.

Site boundaries have been surveyed but not marked but can be set out accurately for a nominal charge using GPS survey equipment.

The land is located approximately 1.3 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre and is approached, coming from the M5, along the A4123 (0.7 miles), by turning left onto Newbury Lane and continuing along for 0.8 miles to the traffic lights and turning right onto Portway Hill. The land is 100m into the site off an unmarked right of way, around 150m South of the Portway Hill / Lye Cross Road junction.

Planning

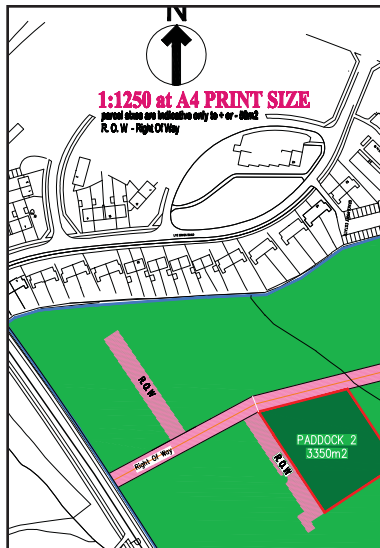
The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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**Land between 27 and 29 Park Road, Tividale,
Oldbury, West Midlands B69 1LP**

Property Description:

A parcel of freehold land located off Park Road which is set between numbers 27 and 29. The site itself extends to approximately 174 sq metres (0.04 acres). Park Road is set in an established residential area and is located off City Road which in turn is found off the New Birmingham Road (A4123) which provides direct access to both Wolverhampton and Birmingham City Centres.

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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**158 Dudley Road, Winson Green,
Birmingham B18 7QX**

Property Description:

An end terraced retail shop of traditional brick construction surmounted by a pitched tile clad roof, prominently situated at the junction of Barford Road and benefiting from A5 planning consent. The property forms part of a secondary retail parade and is located in a predominantly residential area. The property is currently let as a Fish & Chip Shop known as the Frying Pan on a full repairing and insuring lease for a term of 15 years which commenced on the 7th June 2001 and at an initial rent of £15,120 per annum. Note: A rent review is currently outstanding.

Accommodation
Ground Floor

Retail/Serving Area: 67.1sq.mtrs (722sq.ft)
Rear Kitchen/Preparation Room: 23.01sq.mtrs (247sq.ft)

Cold Room
Store Cupboard
Store Room One: 4.9sq.mtrs (52sq.ft)
Store Room Two: 15.4sq.mtrs (166sq.ft) and Two WCs

First Floor

Three Rooms and Separate WC

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

Outside

Rear yard area

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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COTTONS
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160 Dudley Road, Winson Green, Birmingham B18 7QX

Property Description:

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

Ground Floor Shop:

Let as a hot food takeaway trading as Cantonese Express and holding over following the expiry of the original lease which was for a term of 12 years from 19th May 1997 on a full repairing and insuring basis and at a rental of £11,004 per annum

First Floor Flat:

Currently let on an Assured Shorthold Tenancy at a rental of £400 per calendar month (£4,800 per annum)

Total Rental Income:
£15,804 per annum

Accommodation

Ground Floor

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

First Floor

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

Outside

Rear yard area

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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

Property Description

A detached brick building surmounted by a hipped interlocking tile clad roof comprising of two purpose built maisonettes. The property benefits from having well laid out accommodation, UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings together with off road parking for each maisonette. Both flats are currently let on two separate assured shorthold tenancy agreements, generating a rental of £365 per calendar month each.

Total rental of £730 per month (£8760 per annum).

Accommodation

45A

Ground Floor

Stairs to first floor, having Entrance Hall, Lounge, Kitchen, Bedroom and

Bathroom, having panelled bath with electric shower above, wash basin and W.C.

45B

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

Outside

Front : Garden area and off road parking

Rear : Garden area and off road parking

Legal Documents

Available at www.cottons.co.uk

Viewings

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.



COTTONS
THE AUCTIONEERS





11 Gammage Street, Dudley, West Midlands, DY2 8XL

Property Description:

An end terrace property of brick construction surmounted by a hipped interlocking tile clad roof and set back from the road and small walled foregarden. The property benefits from having UPVC double glazed windows and gas fire central heating. Gammage Street leads directly off Blowers Green Road (B4587) and the property is conveniently within half miles distance from Dudley Town Centre. The property is currently let on an assured short hold tenancy agreement producing a rental of £350.00 every four weeks (£4550 per annum).

Accommodation

Ground floor, through lounge/ dining room, kitchen, stairs to first floor

First Floor

Having landing, two double bedrooms and bathroom with panel bath, wash basin and W.C.

Outside

(Front) Walled foregarden
(Rear) Yard and patio area with shared pedestrian and access and separate garden.

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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267-269 Lichfield Road, Aston, Birmingham, B6 7QP

Property Description:

A double fronted traditional built property of part rendered brick construction surmounted by a pitched roof, partly clad in slate and partly in tiles. The property formerly comprised of two separate units but has since been merged to provide a ground floor Pizza and hot food Takeaway known as The Pizza Shack along with a substantial first and second floor flat over. The property itself fronts directly onto the busy Lichfield Road (A5127) virtually opposite the junction with Grosvenor Road and is conveniently located within walking distance from Aston Railway Station and approximately half a mile distance from Aston Villa Football Club, M6 Motorway (Junction 6) and one mile distance from Birmingham City Centre. The flat benefits from part UPVC double glazed windows and gas fired central heating.

Tenancy Information

The property is currently let as follows:

Ground Floor

(The Pizza Shack) – let on a lease for a term of fifteen years from the 15th June 2006 at a current rental of £12,000 per annum on internal repairing and insuring terms (subject to rent reviews on 15th June 2011 and every 4th anniversary thereafter)

Flat Accommodation - Five Bedrooms each being let at £60 per week (£15,600 per annum)

Total rental income £27,600 per annum.

Accommodation

Ground Floor

Restaurant/Takeaway Premises 33.5 sq m (360 sq ft), Kitchen 36.5 sq m (393 sq ft), Preparation Room 31.8 (342 sq ft), Store cupboard, corridor with access to cellar, staff toilet. Total net internal area 118.9 sq m (1279 sq ft)

First Floor

Separate entrance off Lichfield Road, stairs to Lounge, Three Double Bedrooms, Dining Kitchen, Lobby, Bathroom with bath, WC and wash basin.

Second Floor

Two further Double Bedrooms with separate stair access.

Outside:

Rear yard with shared entry access and two store cupboards.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





**220 Gooch Street, Digbeth, Birmingham,
West Midlands, B5 7HY**

Property Description:

A substantial commercial property of concrete frame construction, surmounted by a flat roof. The premises, which is predominantly two storey, currently comprises of Office/Retail accommodation to the Ground Floor, substantial Workshop/Warehouse area and further Stores/Offices to the First Floor over. The property itself is located on Gooch Street close to the junction with Vaughton Street South, approximately ¾ of a mile distance from Birmingham City Centre.

Accommodation
Ground Floor

Retail Showroom, Workshop/
Warehouse, Loading Bay
Floor Area – 414.7sq.m. (4465sq.ft.)

First Floor

Offices and Stores
Floor Area – 339sq.m. (3650sq.ft.)

Total Floor Area – 753sq.m. (8115sq.ft.)

Legal Documents

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Viewings:

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COTTONS





Units 4, 5 and 6, Rufford Road, Stourbridge, West Midlands, DY9 7NG

Property Description:

A substantial workshop / warehouse premises extending to 1,599sq.m. (17216sq.ft.) and benefiting from open plan accommodation in three bays. The property facade is part brickwork, part profiled steel cladding and each of the bays benefits from roller shutter protected vehicular access. The property itself is located on Rufford Road close to the junction with New Farm Road approximately ½ a mile from Stourbridge Town Centre.

Accommodation

Unit 4

Workshop/Warehouse extending to approximately 541 sq.mtrs (5830 sq.ft)

Unit 5

Workshop/Warehouse extending to approximately 600.5 sq.mtrs (6464 sq.ft.)

Unit 6

Workshop/Warehouse extending to approximately 429.2 sq.mtrs (4620 sq.ft).

In addition there is office accommodation on the ground and first floor comprising of three offices with a Net Internal Area of 28.7 sq.mtrs (308 sq.ft)

Total Floor Area –
1,599sq.m. (17,216sq.ft.)

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

thetylerparkespartnership

architecture town planning design

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





33 – 35 Prince Albert Street, Small Heath, Birmingham B9 5AG

Property Description

A detached residential property originally comprising of a pair of semi detached dwellings which have been merged together along with a substantial secure gated yard to the side and rear and extending to a total site area of 0.117 acres (473 sq. mtrs.) The property is of traditional brick construction, part rendered, and surmounted by a hipped replacement tile clad roof and offers flexible accommodation, benefitting from UPVC double glazed windows/external doors but requires modernisation throughout. The property is ideally suited for an owner occupier who has a home based business or alternatively as an investment where the residential and yard area provide potential for subdivision.

The property is situated to the Northern section of Prince Albert Street which comprises of a no through road and leads directly off Bordesley Green (4128)

Accommodation

Ground Floor

UPVC Double Glazed Porch, Reception Hall, Two Reception Rooms, Shower Room (no fittings), Side Entrance Hall, Rear Room (potential Dining Kitchen)

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (double), Bedroom Four (double) with a further Room leading off (currently arranged as a kitchen)

Outside

(Front) Small walled forecourt
(Side & Rear) Secure gated access to a substantial yard/storage area providing multiple vehicle parking

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





188 / 190 Hagley Road, Halesowen, West Midlands, B63 4RR

Property Description

A pair of semi detached retail premises being located on the busy Hagley Road (B4183) within half a mile distance of Halesowen Town Centre.

The properties are of traditional brick construction and are surmounted by a pitched slate clad roof and both require complete modernisation and improvement throughout.

Accommodation

188 Hagley Road (Former Turf Accountant)

Ground Floor

Retail Shop extending to approximately 13.8sq.m. (148sq.ft.)

Rear Room/Kitchen extending to approximately 13.3sq.m. (143sq.ft.)

First Floor

The Auctioneer's have been unable to inspect the First Floor

190 Hagley Road

(Former Fish and Chip Shop)

Ground Floor

Retail Shop extending to approximately 11.5 sq mtrs (174 sq.ft)

Rear Room/Kitchen extending to approximately 11.4 sq mtrs (123 sq.ft)

First Floor

Room 1 extending to approximately 13.1 sq mtrs (141 sq.ft)

Room 2 extending to approximately 14.8 sq mtrs (160 sq.ft)

Outside

(Front) Property fronts directly onto Hagley Road

(Rear) Brick built storage shed with utility area.

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.



COTTONS
THE AUCTIONEERS



LOT 57 Freehold Development Opportunity



Development Land Adjacent 40 High Street, Quinton, Birmingham B32 1AG

Property Description:

A parcel of freehold development land located between numbers 32 and 40 High Street and benefiting from Planning Consent for the construction of two terraced houses. The site is roughly rectangular and extends to approximately 0.10 acres (0.044 hectares). High Street itself runs directly off Hagley Road West (A458) approximately 4.5 miles to the west of Birmingham City Centre.

Planning

The land benefits from Planning Consent granted on the 17th January 2008 for the erection of 2 No. terraced houses on the land to side of 40 High Street (Ref S/06886/07/FUL).

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



Land Lying to the West of Calverton Road, Great Barr, Birmingham B43

Property Description

A parcel of freehold Land roughly rectangular in shape and situated to the rear of various houses located in Calverton Road, Langford Avenue and Lechlade Road. The land extends to an area of approximately 0.85 acres currently containing a number of lockup garages owned by local residents and subject to determinable licences mostly granted several years and whereby a small licence fee is collected annually by the vendor. Access to the land is obtained from the surrounding roads.

We understand that the licence agreements may be terminated by serving the appropriate notice and the site may be suitable for various uses (subject to obtaining planning consent from the local planning authority at Sandwell MBC)

Current Rental Income

TBC

Legal Documents

Available at www.cottons.co.uk

Viewings

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COTTONS
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**131 Camberley, Beacon View Road,
West Bromwich, West Midlands B71 3PE**

Property Description

A duplex two bedroom flat situated on the thirteenth and fourteenth floors of a substantial purpose built block and offering well laid out accommodation. The property benefits from having UPVC double glazed windows, electric heating and two double bedrooms. In recent years the management of the block has come under control of the residents and the block has thus undergone a range of improvement works. Beacon View Road is located off the Walsall Road and is approximately one and a half miles distance from junction 9 of the M6 motorway. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £400 per month (£4,800 per annum).

Accommodation
Ground Floor

Communal Entrance with security door entry system and access to lifts and stairs

Fourteenth Floor

Communal Landing Area, Entrance Hall, Lounge, Dining Kitchen, Stairs down to Hallway

Thirteenth Floor

Two Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC.

Outside

Communal gardens and parking

Leasehold Information

Term:

199 years from 29 September 1990

Ground Rent: Refer to Legal Pack

Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

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ADMINISTRATION FEE

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





51 Brewery Street, Handsworth, Birmingham, B21 0JL

Property Description

An extended end of terrace property which benefits from gas fired central heating and UPVC double glazing together with a substantial yard area with Planning Permission for the erection of 7 flats, to include the demolition of No 51 Brewery Street. The property is offered for sale in presentable condition and is currently let on an Assured Shorthold Tenancy at a rental of £125 per week (£6,500pa). Brewery Street is itself located directly off Booth Street approximately 2.5 miles to the North West of Birmingham City Centre.

Accommodation

Ground Floor

Reception Hall, Kitchen, Front Reception Room, Rear Reception Room, Bathroom with panelled bath, wash hand basin and W.C.

First Floor

Four Bedrooms and Separate W.C

Outside

(Front) Walled foregarden
(Rear) The property benefits from a substantial yard area with vehicular access directly off Brewery Street.

Planning

Planning Consent was granted by Birmingham City Council on 17 November 2008 for "Demolition of No. 51 Brewery Street and the erection of a three storey high building containing 7 flats with parking and private amenity area to rear."

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





54 Ruiton Street, Lower Gornal, DY3 2EG

Property Description

A semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having part UPVC double glazing and gas fired central heating along with gardens to the side and rear. The property requires modernisation and improvement. Ruiton Street is located off Holloway Street and Five Ways Roundabout. The property is within approximately two miles distance from Dudley Town Centre.

Accommodation

Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Downstairs WC and stairs

First Floor

Two double Bedrooms and Bathroom having panelled bath, WC and wash hand basin.

Outside

(Front) Walled foregarden

(Rear) Lawned garden

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





17A Ramsden Avenue, Nuneaton, Warwickshire CV10 9EB

Property Description

A purpose built first floor maisonette situated in a block containing three other properties and containing well laid out accommodation and benefits from Upvc double glazed windows. Ramsden Avenue leads off Green Lane which in turn leads off Camp Hill Road and forms part of an area which is currently undergoing significant redevelopment and investment. Nuneaton Town Centre lies within approximately two miles distance and provides access to a wide range of retail amenities and services.

Accommodation

Ground Floor

Entrance Hall

First Floor

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

Outside

(Front) Pedestrian side access to rear
(Rear) garden

Leasehold Information

Term:
99 Years from 25 December 1979
Ground Rent:
Currently £25.00 per annum

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

DEPOSITS AND ADMINISTRATION FEE

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

Acceptable payment methods are as follows:

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

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

- Credit Card Payments

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

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



COTTONS
THE AUCTIONEERS



Freehold Part Let Investment Premises For Sale on behalf of the Fixed Charge Receivers



17 Faraday Avenue, Quinton, Birmingham B32 1JP

Property Description

A three storey end terraced property of brick construction surmounted by a pitched tile clad roof. The property comprises of a ground floor retail unit which forms part of a secondary parade, together with a self contained duplex flat to the first and second floors. The property is located in a predominantly residential area and Faraday Avenue leads off Worlds End Lane which in turn leads off Ridgacre Road. Birmingham City Centre lies approximately four miles distance to the east.

The property is currently partly let as follows:

Ground Floor and Garage:

Currently let and occupied by Lloyds Pharmacy Ltd, holding over following the expiry of a 10 year lease which commenced on 1st March 1996. The annual rent was £3,500 per annum and has not been reviewed since the expiry of the lease.

Duplex Flat: Vacant

Accommodation

Ground Floor

Retail Shop: L-Shaped Retail Area, Store Room, Rear Office and Stock Room

Gross Internal Area: Approximately 59.2sq.mtrs (637sq.ft)

Flat:

Ground Floor

Communal Rear Entrance Hall

First Floor

Stairs and Landing, Reception Hall, Breakfast Kitchen with Pantry, Living Room, Study/Bedroom Four

Second Floor

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

Outside

Rear garden and a single car garage

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



Freehold Vacant Possession For Sale by Instruction of the Mortgagees in Possession



1 Quilter Road, Erdington, Birmingham B24 9RR

Property Description

A mid terraced house of rendered brick surmounted by an interlocking tile clad roof, requiring complete modernisation and improvement throughout.

Quilter Road is located off both Belvedere Road and Tyburn Road (A38) the latter giving direct access to both Birmingham City Centre and Junction 6 of the M6 Motorway. The property is within approximately one mile distance from Erdington High Street.

Accommodation Ground Floor

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

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Shower Room with shower, wash basin and wc

Outside

(Front) Lawned foregarden
(Rear) Yard and 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.



COTTONS
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Leasehold Vacant Possession (Approx. 147 Years Unexpired)



140 Outram Street, Sutton-In-Ashfield, Nottinghamshire NG17 4FT

Property Description

A ground floor one bedroomed flat forming part of a converted two storey property of traditional brick construction with a slate clad roof, situated in a mixed commercial/residential area and conveniently located within approximately one quarter of a mile distance from Sutton in Ashfield town centre which provides access to a wide range of retail amenities and services. The property benefits from UPVC double glazed windows.

Outside

Shared rear yard

Leasehold Information

Term:
150 Years from 1st January 2007
Ground Rent: One Peppercorn

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Lounge, Double Bedroom, Kitchen, Utility Room and Shower Room with shower, pedestal wash basin and wc

DEPOSITS AND ADMINISTRATION FEE

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

Acceptable payment methods are as follows:

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

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

- Credit Card Payments

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

If you need any help please contact the Auction Team

Tel 0121 247 2233



Leasehold Vacant Possession (option available to purchase Freehold)



36 Powell Street, Wolverhampton WV10 0BN

Property Description

A Much Improved end terraced house of brick construction surmounted by a pitched interlocking tile clad roof, having recently undergone complete modernisation and improvement which includes rewire and replumbing, UPVC double glazed windows, gas fired central heating, new kitchen and bathroom fitments, new internal doors and redecoration. Powell Street leads off Cannock Road (A460) and the property is conveniently within approximately half a mile distance from New Cross Hospital and one mile distance from Wolverhampton City Centre.

Accommodation

Ground Floor

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

First Floor

Stairs and Landing, Three Bedrooms

Outside

(Front) Walled foregarden, shared side access to rear
(Rear) Garden

Leasehold Information

Lease Term: The grant of a new 100 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 20th May 2010. Please refer to the legal pack for full details.

Vendors Solicitors:

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





**88 & 88A St Johns Street, Dudley,
West Midlands DY2 0PW**

Property Description

A development of a pair of semi detached houses of cavity brick construction with pitched tile clad roofs each containing three bedrooms. The development is currently unfinished and both properties are offered for sale as one lot and requiring various works to bring them to a habitable standard. St Johns Street is located off both Simms Lane and Cinderbank (A459) and is within close proximity to the main shops and amenities located in Netherton.

Accommodation

Each property benefits from the following accommodation:-

Ground Floor

Entrance Hallway, Kitchen (no fitments), Lounge, WC (no fitments)

First Floor

Three Bedrooms and Bathroom (no fitments)

Outside

(Rear) Garden area

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

ID & REGISTRATION

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

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

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

Thank you in advance for your co-operation.

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



Freehold Potential Industrial Unit For Sale by Instruction of the Mortgagees (Not in Possession)



Unit 3, Site 6A Rushock Trading Estate, Droitwich, Worcestershire WR9 0NR

Property Description

A freehold potential industrial unit comprising of a square site extending to an area of 329sq.mtrs (3,545sq. ft) and containing a steel portal frame which occupies the entirety of the site. The property is located to the North Western side of the Trading Estate and is situated in a yard containing three other units accessed by way of a driveway leading off the main estate road. The Trading Estate is situated directly off Droitwich Road (A442) and midway between Kidderminster and Droitwich which are both within approximately five miles distance. The M5 motorway (junction 5) is also within approximately five miles distance.

Planning

There appears to be no records contained on the Wyre Forest District Council Planning Department website for this site and all interested parties are advised to make their own enquiries to satisfy themselves prior to bidding.

Important Note:

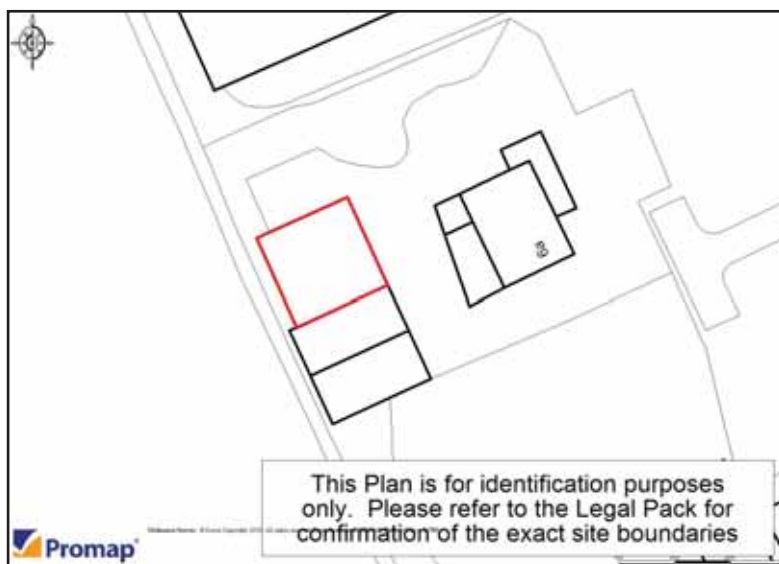
The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





**22 Lime Road, Wednesbury,
West Midlands WS10 9NG**

Property Description

A three bedroom semi detached property of brick construction surmounted by a tile clad roof and set back from the road behind a tarmac covered driveway giving access for off road parking and lawned front garden. The property benefits from having UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. Lime Road is located off Hawthorn Road which in turn can be found off Old Park Road.

First Floor

Landing, three Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside

(Front) Tarmac covered driveway and lawned garden
(Rear) Lawned garden and brick built store

Legal Documents

Available at www.cottons.co.uk

Accommodation
Ground Floor

Entrance Hall, Dining/Kitchen and Through Lounge. Stairs to first floor.

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





193 Priory Road, Hall Green, Birmingham B28 0ST

Property Description

A modern semi detached house surmounted by a pitched tile clad roof, set back from the road behind a lawned foregarden and benefiting from gas fired central heating, double glazed windows (mostly UPVC), three bedrooms and garage. Priory Road leads off Highfield Road which in turn leads off Stratford Road (A34) and provides access to a wide range of retail amenities and services.

Accommodation

Ground Floor

UPVC Double Glazed Porch, Reception Hall, Through Lounge/Dining Room, Kitchen

First Floor

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

Outside

(Front) Lawned foregarden and a shared driveway leading to rear (Rear) Patio, lawned garden and garage

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.



COTTONS
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26 Grange Lane, Four Oak, Sutton Coldfield B75 5JX

Property Description

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, requiring complete modernisation and improvement throughout. The property is situated close to the junction with Worcester Lane and Grange Lane leads off Little Sutton Road and forms part of a popular and established residential area. Mere Green Shopping Centre is within approximately one third of a mile distance and provides access to a wide range of retail amenities and services.

Accommodation

Ground Floor

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

First Floor

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

Outside

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

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 20th May 2010** 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.





**53 Sankey Road, Cannock,
Staffordshire WS11 2DT**

Property Description

A semi detached house of Wimpy No-Fines construction surmounted by a pitched tile clad roof and benefiting from gas fired central heating and three bedrooms. Sankey Road runs between Cannock Road and Heath Gap Road and the property is located within approximately three quarters of a mile distance to the north east of Cannock Town Centre which provides access to a wide range of retail amenities and services.

Accommodation
Ground Floor

Entrance Hall, Through Lounge/Dining Room, Breakfast Kitchen with pantry, Utility Room/Rear Entrance Hall

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bathroom with panelled bath, wash basin and Separate WC

Outside

(Front) Lawned foregarden
(Rear) Pedestrian side access to a predominantly lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk



COTTONS
THE AUCTIONEERS



**183 Hawkesyard Road,
Erdington,
Birmingham, B24 8LJ.**

Property Description

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a paved driveway allowing for off road parking. The property benefits from having well laid out accommodation and majority UPVC double glazed windows, however does require modernisation and improvement. Hawkesyard Road is located off both Tyburn Road (A38) and Wheelwright Road. The property is within approximately one miles distance from Erdington High Street and within half miles distance from junction 6 of M6 motorway.

**Accommodation
Ground Floor**

Entrance Hallway, Lounge, Kitchen, Lean to and Bathroom having panelled bath, W.C and wash basin, Stairs to

First Floor

Three Bedrooms.


Outside

(Front) Paved foregarden allowing for off road parking
(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

**PLANNING
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planning
headaches
removed...



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

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

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

EXTENSIONS - ALTERATIONS - NEW BUILD

thetylerparkespartnership

architecture town planning design

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





**206 Stoney Lane,
Balsall Heath, Birmingham B12 8AN**

Property Description

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, requiring some modernisation and improvement. Stoney Lane forms part of an established predominantly residential area and the property is within approximately one quarter of a mile distance from Stratford Road (A34) which provides access to a wide range of retail amenities and services.

**Accommodation
Ground Floor**

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

First Floor

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

Outside

(Front) Walled and paved foregarden
(Rear) Paved yard, brick stores and wc and a partly lawned garden with rear pedestrian access

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 20th May 2010** 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.



COTTONS
THE AUCTIONEERS



Freehold Commercial Premises For Sale by Instruction of The Mortgagees (not in possession)



169 Walford Road, Sparkhill, Birmingham B11 1QJ

Property Description

An end terraced property with rendered front and side elevations located directly on the corner of Walford Road and Barrows Road in the predominantly residential suburb of Sparkbrook. The property appears to comprise of a Ground Floor Restaurant/Takeaway Premises with further accommodation to the First Floor. Sparkhill itself is located approximately two miles to the South East of Birmingham City Centre which can be accessed via the nearby Stratford Road (A34) or Small Heath Highway (A45).

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 which may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

The Auctioneers have had sight of a lease dated 14th June 2005 for a

term of 10 years at an initial rental of £18,200 per annum. A rent review was due on the third anniversary of the lease (14th June 2008) but the Auctioneers have not had sight of any rent review memorandum and hence are unable to confirm any details in this respect.

Deposits

The successful purchaser will be required to pay a deposit representing 10% of the purchase price in cleared funds comprising of either a banker's draft/building society cheque or a debit card payment

Registration

All intended bidders are required to register with the auctioneers in advance of the auction sale (no later than the close of business on Tuesday 30 March 2010) by completing a registration form available from the auctioneers offices. Identification and proof of deposit will be required and upon acceptance we will issue all intended bidders with a registered bidding card.

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

Legal Documents

Available at www.cottons.co.uk

Viewings

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be sure

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

No responsibility for loss occasioned to any person acting or refraining from

From auction as a result of the material included in this publication can be accepted by the author or publisher. © Royal Institution of Chartered Surveyors August 2009

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 on or objection to any of the **documents** that is made available before the **auction**.
- (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.

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

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

(i) the application for registration of title made to the land registry;

(ii) the **documents** accompanying that application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

(a) direct transfer to the **seller's** conveyancer's client account; and

(b) the release of any deposit held by a stakeholder.

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

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

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

G7. Notice to complete

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

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

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

(a) terminate the **contract**;

(b) claim the deposit and any interest on it if held by a stakeholder;

(c) forfeit the deposit and any interest on it;

(d) resell the **lot**; and

(e) claim damages from the **buyer**.

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

(a) terminate the **contract**; and

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

- (a) so state; or
 - (b) give no details of any **arrears**.
- G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
 - (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
 - (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
 - (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
 - (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
 - (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

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

G12. Management

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

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

- (a) in its condition at **completion**;
- (b) for such title as the **seller** may have; and
- (c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
- (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

G20. TUPE

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

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

- (a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.
- (b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
- (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
- (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

- (a) service charge expenditure attributable to each **tenancy**;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

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

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

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

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

- (a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and
- (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. Rent reviews

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

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

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

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

- (a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- (b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

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

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