

PROPERTY AUCTION

PRICE GUIDE &
VIEWING SCHEDULE
INSIDE

12th July 2012

Cottons
CHARTERED SURVEYORS

THURSDAY
12TH JULY 2012

AT 11.00 AM

ASTON VILLA
FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE



Tel: 0121 247 2233

Fax: 0121 247 1233

E-mail: auctions@cottons.co.uk

IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

CONDITION OF SALE

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

AUCTIONEERS ADVICE

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

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

FOOTNOTE

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

A COLLECTIVE AUCTION SALE OF 52 LOTS

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

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

ORDER OF SALE

| Lot | Property | |
|-----|---|----------------------------------|
| 1 | LAND TO THE SOUTH OF HOUNDSFIELD LANE, SHIRLEY | Freehold Land |
| 2 | 94 & 96 ALBERT ROAD, ASTON | Freehold Residential Investment |
| 3 | 19 COOMBE ROAD, PERRY BARR | Freehold Vacant Residential |
| 4 | 9 LONDON ROAD, PERRY BARR | Freehold Vacant Residential |
| 5 | 91 NINEVEH ROAD, HANDSWORTH | Freehold Vacant Possession |
| 6 | LAND 24-0 PORTWAY HILL, TIVIDALE | Freehold Land |
| 7 | 18 CHANTRY ROAD, HANDSWORTH | Freehold Vacant Residential |
| 8 | 12 SHIRLETT CLOSE, ALDERMANS GREEN, COVENTRY | Leasehold Residential Investment |
| 9 | 12 BOSCOMBE ROAD, TYSELEY | Freehold Vacant Residential |
| 10 | FLAT 9 PURLIN WHARF, DUDLEY | Leasehold Residential Investment |
| 11 | JESSONS WELL PUBLIC HOUSE 1 NEW STREET, DAVENTRY | Leasehold Commercial |
| 12 | SALFORD HOUSE, 533-537 LICHFIELD ROAD, ASTON | Leasehold Vacant Commercial |
| 13 | 73 HILTON ROAD, LANESFIELD, WOLVERHAMPTON | Freehold Vacant Residential |
| 14 | FORMER BARNFORD DAY NURSERY, CAUSEWAY GREEN ROAD, OLDBURY | Freehold Vacant Commercial |
| 15 | 115 JAMES TURNER STREET, BIRMINGHAM | Freehold Residential Investment |
| 16 | 9 RODWELL GROVE, KINGSTANDING | Freehold Residential Investment |
| 17 | 9 & 9D HIGH STREET, MARKET DRAYTON | Leasehold Comm/Res Investment |
| 18 | 26A, 26B & 26C STAFFORD STREET, MARKET DRAYTON | Freehold Residential Investment |
| 19 | 26 JARVIS CRESCENT, OLDBURY | Freehold Vacant Residential |
| 20 | LANGABEER FARM, ALCESTER ROAD, WYTHALL | Freehold Vacant Small Holding |
| 21 | THE LATCH, GREY MILL LANE, WOOTTON WAWEN | Freehold Vacant Small Holding |
| 22 | 46 REVESBY WALK, VAUXHALL ROAD, NECHELLS | Leasehold Retail Shop |
| 23 | 80 DOUGLAS ROAD, HOLLYWOOD | Freehold Vacant Residential |
| 24 | LAND TO THE SOUTH OF BURY HILL PARK, ROWLEY REGIS | Freehold Land |
| 25 | 4 WATTVILLE AVENUE, GREEN LANE, HANDSWORTH | Freehold Vacant Residential |
| 26 | THE OLD CROWN, 9 SHEEPWASH LANE, TIPTON | Freehold Vacant Public Houses |
| 27 | 274- 280 NORMANTON ROAD, DERBY | Freehold Vacant Restaurant |
| 28 | 18 MILLMEAD LODGE, 275 WAKE GREEN ROAD, BIRMINGHAM | Freehold Residential Investment |
| 29 | 69 BROOKLAND ROAD, WALSALL WOOD | Freehold Vacant Residential |
| 30 | 126 STRATFORD ROAD, SPARKHILL | Freehold Vacant Commercial |
| 31 | 78 & 80 GREENFIELD ROAD, HARBORNE | Freehold Investment/Redevel Opp |



| | | |
|----|---|----------------------------------|
| 32 | 1 SMITHFIELD ROAD, BLAKENHALL | Freehold Vacant Residential |
| 33 | F1, HAGLEY COURT SOUTH, THE WATERFRONT, LEVEL STREET, BRIERLEY HILL | Freehold Vacant Commercial |
| 34 | UNIT 3 OAK COURT, PILGRIMS WALK, PROLOGIS PARK, COVENTRY | Leasehold Vacant Commercial |
| 35 | UNITS 1 - 7 STAMBERMILL WORKS, BAGLEY STREET, LYE | Freehold Commercial Investment |
| 36 | 100 RESERVOIR ROAD, ERDINGTON | Freehold Vacant Residential |
| 37 | 96 BROAD STREET, BIRMINGHAM | Freehold Vacant Commercial |
| 38 | FGR, 84 MARSHAM ROAD, KINGS HEATH | Freehold Ground Rent |
| 39 | FGR 3, 5, 7, 11 & 12 BRYN MORGRUG, PONTARDAWE, WEST GLAMORGAN | Freehold Ground Rents |
| 40 | LAND ADJ TO 114 ALDERMANS GREEN ROAD, COVENTRY | Freehold Development Land |
| 41 | IRONBRIDGE WAY, LONGFORD, COVENTRY | Freehold Development Land |
| 42 | 29 BECKETT STREET, BILSTON | Freehold Vacant Residential |
| 43 | 24 HILLSIDE CLOSE, WALSALL | Leasehold Vacant Residential |
| 44 | LAND 7D, PORTWAY HILL, TIVIDALE | Freehold Land |
| 45 | 10 HAILES STREET, WINCHCOMBE, CHELTENHAM | Freehold Retail Shop/Ground Rent |
| 46 | UNIT 1, DIGBETH COURT, DIGBETH STREET, STOW ON THE WOLD | Freehold Retail Premises |
| 47 | 20 BOSTY LANE, ALDRIDGE | Freehold Residential Investment |
| 48 | UNIT 10L BUNTSFORD BUSINESS PARK, BUNTSFORD PARK ROAD, BROMSGROVE | Freehold Vacant Commercial |
| 49 | 151 WESTON LANE, TYSELEY | Freehold Vacant Residential |
| 50 | 4 APSLEY GROVE, ERDINGTON | Freehold Vacant Residential |
| 51 | 67 BONNER DRIVE, SUTTON COLDFIELD | Freehold Vacant Residential |
| 52 | 9 ASH ROAD, SALTLEY | Freehold Vacant Residential |

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

All Bidders must arrive at the Auction with the required Identification Documents and appropriate means of Deposit Payment. If you fail to comply with these requirements, you will be unable to bid.

ID REQUIREMENTS

- **Full UK Passport or Driving Licence**
- **Recent Utility Bill, Council Tax Bill, or Bank Statement**
(not a mobile phone bill)

DEPOSIT/PAYMENT METHODS

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

A surcharge of 1.95 % is payable for all credit cards and any card associated with a business account

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

Immediately following your successful auction bid you are required to pay the auctioneer's administration charge as detailed in the auction catalogue

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

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

Auction Manager Sue Worrall

Auction Team Richard Longden B.Sc(Hons.) MRICS, Peter C. Longden FRICS, Mark M. Ward AssocRICS Kevin Hogan, Nada Turton, Jayne Turton, Tricia Doyle, Hughie McCourt, Derek Dolphin, Ossie O'Malley and Julie Elcock.



IMPORTANT NOTICE

All Bidders must arrive at the Auction with the required Identification Documents and an appropriate means of Deposit Payment. Full details are outlined below. If you fail to comply with these requirements, we will be unable to register you for Bidding.

PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

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

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

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

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

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

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

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

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

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

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.





Land to the South of Houndsfield Lane, Shirley, Solihull, West Midlands B90 1PS

Description:

A parcel of freehold land rectangular in shape forming part of the greenbelt and extending to an area of approximately 0.310 acres (0.125 hectares). The land comprises of two separate parcels one being registered title and one being unregistered and all interested parties are advised to refer to the legal pack to ascertain the exact site boundaries and the extent of the land being offered. The land contains a range of derelict outbuildings and directly fronts Houndsfield Lane opposite residential dwellings and close to the junction with Tilehouse Lane. The surrounding area is semi rural and local services are available nearby in both Hollywood and

Dickens Heath, both located within approximately one mile distance.

Planning:

The land forms part of the greenbelt and all interested parties should consult the local planning department at Solihull MBC in respect of any proposals which they may have.

Legal Documents:

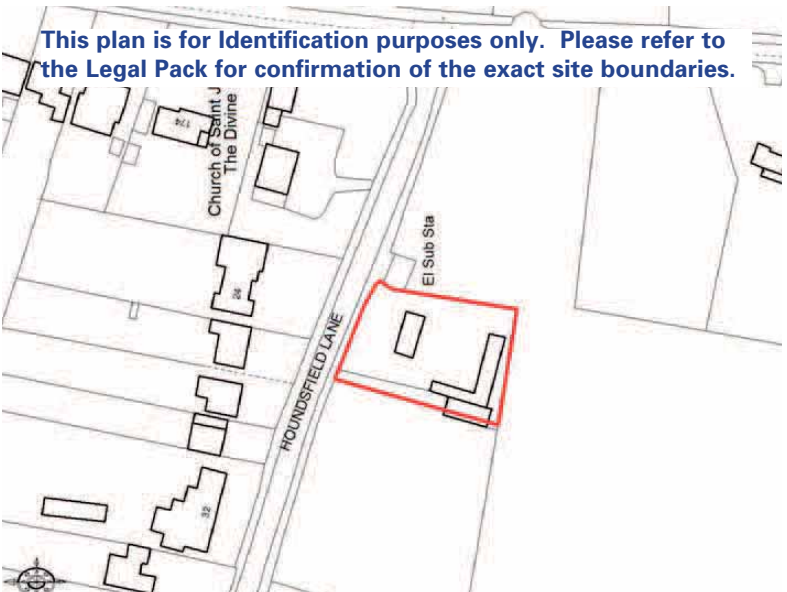
Available at www.cottons.co.uk

Viewings:

External Only

Note: All interested parties are advised to enter the site with extreme caution and neither the vendors nor the auctioneers accept any liability for any injury or harm caused.

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





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

CHARTERED SURVEYOR
ESTATE AGENT, VALUER AND AUCTIONEER

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





94 & 96 Albert Road, Aston, Birmingham B6 5NH

Property Description:

A pair of traditional three storey terraced houses of brick construction surmounted by pitched replacement tile clad roofs and containing a total of four self-contained flats. The property forms part of an established residential area and leads directly off Witton Road (B4140) which in turn leads off Birchfield Road (A34) and conveniently located within approximately one miles distance from Birmingham city centre.

Tenancy Information:

The property is currently let as follows:

94 Albert Road:

Flat One: Let on an Assured Shorthold Tenancy at a Rent of £340 p.c.m.

Flat Two: Let on an Assured Shorthold Tenancy at a Rent of £340 p.c.m.

96 Albert Road:

Flat One: Let on an Assured Tenancy at a Rent of £55.00 per week

Flat Two: Currently Vacant

Current Total Rental Income:

£11,020 per annum

Total Rental Income (when fully let):

£14,500 per annum approximately

Accommodation

94 Albert Road

Ground Floor:

Shared Reception Hall,
Flat One: Double Bedroom, Lounge,
Kitchen with cellar access, Rear
Entrance Hall, Bathroom with panelled
bath and shower over, pedestal wash
basin and wc

First Floor:

Flat Two: Landing, Lounge, Bedroom
One (Double), Bathroom with panelled



bath having electric shower over, pedestal wash basin and wc, Kitchen

Second Floor:

Stairs and Landing, Bedroom Two (double), Bedroom Three (single) currently fitted out as a kitchen and having access to a rear fire escape

96 Albert Road:

Ground Floor:

Shared Reception Hall
Flat One: Entrance Hall, Double Bedroom, Lounge, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc

First Floor:

Flat Two: Stairs and Landing, Lounge, Double Bedroom, Bathroom with

panelled bath, pedestal wash basin and wc, Kitchen

Second Floor (accessed from Flat

Two, 94 Albert Road)
Landing, Bathroom with panelled bath, pedestal wash basin and wc and Double Bedroom

Outside

(Front) Walled foregarden, shared pedestrian entry access to rear

(Rear) Large combined garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





19 Coombe Road, Perry Barr, Birmingham B20 3EL

Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof, having a single storey extension to the rear and benefiting from UPVC double glazed windows and external doors, gas fired central heating, three reception rooms and modern kitchen and bathroom fittings. The property forms part of an established residential area and Coombe Road leads between Normandy Road and The Broadway which in turn leads off both Witton Road and Birchfield Road (A34). Perry Barr is located within approximately half a mile distance providing access to The University of Central England, the One Stop Shopping Centre and Perry Barr Railway Station.

Accommodation:

Ground Floor:

Reception Hall, Cloak Room with wc and wash basin, Front Reception Room, Middle Reception Room,

Breakfast Kitchen with a range of modern fitted units, Rear Reception Room/Dining Room

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with modern suite comprising panelled bath with shower attachment, pedestal wash basin, Separate Cloak Room with wc

Outside:

(Front) Paved foregraden, pedestrian side access to rear
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**9 London Road,
Aston, Birmingham
B20 3HU**

Property Description:

A two bedroomed mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property is in need of modernisation and improvement and furthermore the provision of a bathroom. London Road is located off Aston Lane (A4040).

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen

First Floor:

Two Bedrooms

Outside:

(Rear) Garden with brick built stores and wc.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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91 Nineveh Road, Handsworth, Birmingham B21 0SX

Property Description:

A traditional end terraced property of brick construction surmounted by a hipped tile clad roof prominently situated at the junction with Grasmere Road. The property previously comprised of a bakery and currently contains a ground floor retail premises and two separate flats. Nineveh Road forms part of an established predominantly residential area and leads directly off Soho Road which provides access to a wide range of amenities and services.

Accommodation:

Ground Floor:

Lock-Up Retail Shop: (135sq.ft)
Basement Storage Area
Ground Floor Flat: Lounge, Kitchen, Shower Room with wash basin and wc, Separate External Access to Bedroom

First Floor Flat:

Side Entrance Hall, Stairs and Landing, Bed/Living Room, Shower Room with wash basin and wc and Kitchen

Outside:

(Front) Paved forecourt

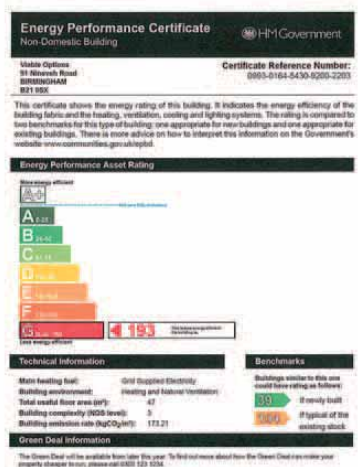
(Rear) Pedestrian side access to enclosed yard area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

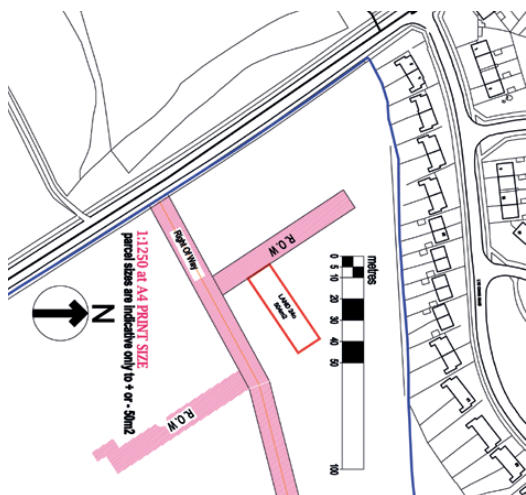


Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk





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

Land 24o Portway Hill, Tividale, Oldbury, Sandwell (Adjacent B69 1PQ)

Description:

A parcel of land comprising a rectangular shaped unfenced and fairly level site of about 504m² (0.124 acres). The site lies in a large area of open space bounded by housing to the North, East and South.

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

The site is located approximately 1.3 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is approached, coming from the M5, along the A4123 (0.7 miles), then turn left onto Newbury Lane, continue along for 0.8 miles to the traffic lights and turn right onto.

Portway Hill. The land is approx 60mtrs into the site off an unmarked right of way. The right of way is 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:

External Only

18 Chantry Road, Handsworth, Birmingham B21 9JB

Property Description:

A three bedroomed mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazing and gas fired central heating. The property is offered for sale in a presentable condition. Chantry Road is located off Grove Lane which in turn can be found off Soho Road (A41)

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen, Inner Lobby, Shower Room having shower cubicle wash basin and wc.

First Floor:

Bedroom One, Bedroom Two (intercommunicating with) Bedroom Three



Outside:

(Front) Walled Fore-garden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



CITY ESTATES
(Midlands) Limited



COTTONS
THE AUCTIONEERS





12 Shirlett Close, Aldermans Green, Coventry CV2 1PG

Property Description:

A self contained purpose built first floor maisonette forming part of a two storey development of brick construction surmounted by a pitched interlocking tile clad roof. The property benefits from UPVC double glazed windows, two bedrooms and is situated in a cul-de-sac which leads off Jackers Road and which in turn leads off Aldermans Green Road (B4109). The property is currently let on a Regulated Tenancy at a Registered Rental of £82 per week effective from 25th May 2012.

Accommodation:

Whilst the accommodation has not been inspected by the auctioneers, we understand from the Rent Registration Document that it benefits from:

Ground Floor:

Entrance Hall

First Floor:

Stairs and Landing, Lounge, Kitchen, Two Bedrooms, Bathroom

Outside:

Rear garden and garage in an adjacent block

Leasehold Information:

Lease Term: 99 Years from the date of completion
Ground Rent: £100 per annum (doubling every 25 years)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

12 Boscombe Road, Tyseley, Birmingham B11 3RJ

Property Description:

A three bedroomed mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having gas fired central heating. Boscombe Road is located off Warwick Road (A41)

Accommodation:

Ground Floor:

Entrance Porch, Lounge, Dining Room, Kitchen having sink unit (no further fitments), and Bathroom having panelled bath, wash basin and WC.

First Floor:

Bedroom One, Bedroom Two (intercommunicating with) Bedroom Three



Outside:

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Flat 9, Purlin Wharf, Dudley DY2 9PQ

Property Description:

A modern purpose built first floor apartment forming part of an attractive three storey development pleasantly located adjacent to the Dudley Canal.

The property provides presentable and well laid out accommodation benefiting from security door entry system, two bedrooms, contemporary kitchen and bathroom fitments, UPVC double glazed windows, electric heating, allocated parking and well maintained communal gardens. Purlin Wharf leads off Halesowen Street (A459) and the property is situated within half a mile distance from Old Hill town centre and two miles distance from the Merry Hill shopping centre.

The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental income of £475.00 per calendar month (£5,700.00 per annum).

Accommodation:

Ground Floor:

Communal Entrance with security door entry system, Hallway and stairs to

First Floor:

Entrance Hallway, Lounge, Kitchen, Bedroom One with en-suite shower room having shower cubicle, wash basin and wc, Bedroom Two, Bathroom having panelled bath, wash basin and wc

Outside:

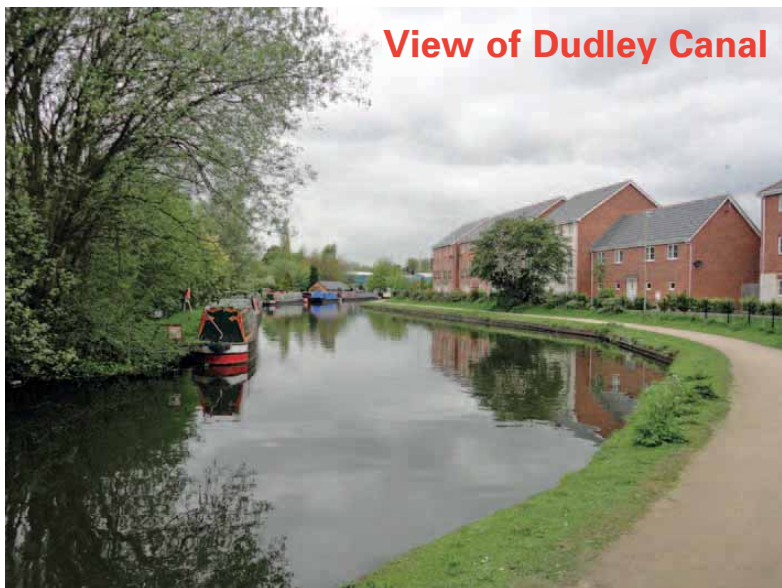
Communal gardens and allocated parking space

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



View of Dudley Canal

Long Leasehold Public House/ Restaurant/Nightclub Premises



Jessons Well Public House, 1 New Street, Daventry, Northamptonshire NN11 4BT

Property Description:

An attractive Grade II Listed public house/restaurant/nightclub premises of two storey brick/stone construction surmounted by a pitched roof and occupying a prominent Town Centre position adjacent to the Tesco Superstore. The property is set back behind a paved beer garden and provides flexible accommodation which has been improved and maintained to a good standard by the previous owner, and may be suitable for a range of alternate uses (subject to obtaining the relevant planning consent). Daventry comprises of a well regarded town situated in a predominantly rural area located approximately ten miles distance to the west of Northampton and approximately seven miles distance from both the M45 Motorway and the M1 Motorway (junction 18)

Fixtures and Fittings:

The property is well presented having been much improved and is sold as seen containing a range of fixtures and fittings.

Premises Licence

We understand that the business ceased trading in January 2011 and that the Premises Licence has been maintained. We are in receipt of a copy invoice in respect of renewal of the Annual Premises Licence fee which was paid to East Northamptonshire

Council on the 11th November 2011. All interested parties are advised to satisfy themselves in respect of this matter.

Accommodation:

Ground Floor:

Hallway, Lobby, Ladies and Gents Toilets, Bar and Lounge Area, walk-in Store, Disabled Toilet, Side Entrance with secondary access to First Floor, Kitchen and Beer Cellar

First Floor:

Public Stair Access to Nightclub/ Function Room and Stair Access to Loft Storage

Outside:

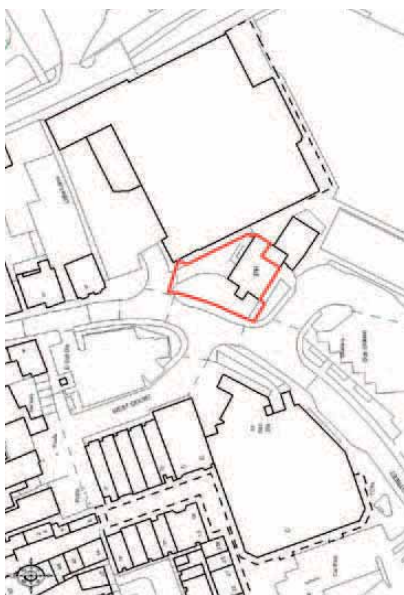
(Front) Block paved beer garden
(Side) Paved car parking/ loading area

Leasehold Information:

Lease Term: From 17th December 2001 until 26th September 2109

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 all access arrangements are subject to the co-operation of the debtor.



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

No warranty can be provided that 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.

All interested parties must satisfy themselves as to the exact property that they are purchasing by referring to the Title Register and Plan located in the legal pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





Salford House, 533-537 Lichfield Road, Aston, Birmingham, B6 7SP

Property Description:

The property is located approximately 2½ miles north east of Birmingham City Centre in a predominately industrial area.

Junction 6 of the M6 motorway (Spaghetti Junction) is located within approximately 300 meters.

The site briefly comprises a rectangular property, held on two separate leasehold titles. The front part of the property has been developed to provide a three storey industrial or warehouse building in the form of a flatted factory. The rear part of the site may be used for parking or open storage purposes.

The building is of three storey reinforced concrete frame construction, with brickwork cladding and a flat roof. The ground and first floors are presented in open plan format, whereas the second floor has been partitioned and is fitted out as office accommodation.

The building requires repair and improvement.

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



Accommodation:

Ground Floor
2,144 sq.ft (199.2 sq.m)

First Floor
2,141 sq.ft (198.9 sq.m)

Second Floor
2,141 sq.ft (198.9 sq.m)

Total Gross Internal Area
6,246 sq.ft (597.0 sq.m)

Tenure

The property is Leasehold

The front portion of the site is held by way of a lease being a term of 75 years from 29th September 1963 at a ground rent of £175 subject to review.

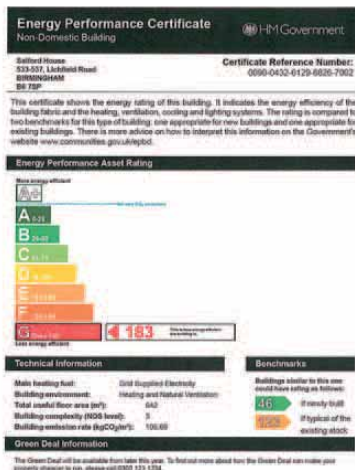
The rear portion of the site is held under a 20 year lease from 29th September 1999 at a current ground rent of £1,800 per annum, exclusive, subject to review. Interested parties should refer to the Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**73 Hilton Road,
Lanesfield,
Wolverhampton
WV4 6DT**

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden and shared driveway allowing access to a garage located at the rear. The property benefits from having UPVC double glazing and gas fired central heating. The property is offered for sale in a presentable condition. Hilton Road is located off Birmingham New Road (A4123)

Accommodation:

Ground Floor:

Hallway, Lounge, Dining Room, Kitchen, WC

First Floor:

Two Bedrooms, Shower Room having shower cubicle wash basin and wc



Outside:

(Front) Walled fore-garden and shared driveway giving access to garage

(Rear) Lawned garden

Legal Documents:

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COTTONS
THE AUCTIONEERS





Former Barnford Day Centre, Causeway Green Road, Oldbury B68 8LA

Property Description:

A detached single storey brick built former day centre surmounted by a flat roof, occupying a sizeable irregular shaped site which extends to an area of approximately 2.02 acres (0.81 hectares) and further includes a portacabin building providing additional accommodation. The property is located to the rear of numbers 31 to 69 Causeway Green Road and is accessed via a vehicular right of way from Causeway Green Road along Oak Green Way to a private gated driveway and in addition a pedestrian access from Causeway Green Road between numbers 61 and 63. The site contains an embankment to its northern boundary and the remainder of the site is level and contains a range of grassed areas and tarmacadam car parking. The property is surrounded by a predominantly dense residential catchment area and is conveniently located within approximately one mile distance from both Oldbury Town Centre and the M5 Motorway (junction 2)

Planning:

The use of the property falls within Use Class D1 of the Use Classes Order 1987 (as amended). A planning statement has been prepared in respect of the site which identifies its potential use for residential redevelopment. Alternatively the property may be suitable for a variety of alternate uses and all interested

parties should discuss their proposals prior to bidding by contacting the planning department at Sandwell Metropolitan Borough Council on 0121 569 4128 (Ref: Ceri Phillips)

Accommodation:

Ground Floor:

Main Building:

Covered Entrance, Reception Area, Ladies and Gents Toilets, Reception Office, Central Hallway, Twelve Various Offices/Classrooms, Kitchen, A Range of Toilet and Ancillary Accommodation

Portacabin:

Hallway, Toilet and Four Offices

Outside:

Private gated driveway with a tarmacadam car parking area and a range of grassed and paved amenity areas

Gross Internal Areas:

Main Building:

429.75sq.mtrs (4,625sq.ft) approx.

Portacabin:

83.92sq.mtrs (903sq.ft) approx.

Total Site Area:

2.02 acres (0.81 Hectares) approx.

Legal Documents:

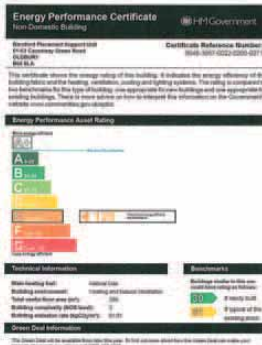
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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



COTTONS
THE AUCTIONEERS



115 James Turner Street, Winson Green, Birmingham B18 4ND

Property Description:

A two bedroomed mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazing and gas fired central heating. James Turner Street is located off Foundry Road which in turn can be found off Winson Green Road (A4040). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental income of £440.00 every four weeks (£5,720 per annum)

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen

First Floor:

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



Outside:

(Front) Walled Fore-garden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

9 Rodwell Grove, Kingstanding, Birmingham B44 0DW

Property Description:

A mid terraced house of brick construction having rendered front elevation surmounted by a pitched tile clad roof and set back from the road behind a lawned foregarden. Rodwell Grove forms part of an established residential area and comprises of a cul-de-sac leading off Tansley Road which in turn leads off Warren Farm Road. Kingstanding Shopping Centre is conveniently located within approximately three quarters of a mile distance and the property is located approximately three miles distance to the north of Birmingham City Centre. The property is currently let on an Assured Shorthold Tenancy at a Rental of £550 per calendar month (£6,600 per annum)

Accommodation:

Whilst the accommodation has not been inspected by the auctioneers, we understand that it comprises of the following:

Ground Floor:

Entrance Hall, Lounge, Dining Kitchen



First Floor:

Stairs and Landing, Shower Room, Two Bedrooms

Outside:

(Front) Garden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



WMPA Services





9 & 9D High Street, Market Drayton, Shropshire, TF9 1PY

Property Description:

The property is located within the heart of Market Drayton, a Shropshire market town, located approximately 18 miles north east of Shrewsbury, 16 miles north of Telford and 11 miles south west of Newcastle-Under-Lyne

The national motorway network is accessible at junction 15 of the M6 motorway, approximately 9 miles to the east.

The premises form part of a three storey building of traditional brick and tile construction. At the front of the property there is a shop currently occupied as a Barbers, with ancillary kitchen and toilet accommodation.

At the rear of the property, there is a self-contained one bedroom flat.

Both the retail and residential elements of the property are let.

Accommodation:

Shop 316 sq.ft (29.4 sq.m)
Kitchen 23 sq.ft (2.1 sq.m)
Lobby and Toilet

Flat:

Entrance Lobby/Breakfast Area,
Kitchen, Inner Lobby, Bedroom,
Bathroom/Toilet

Tenure:

The property is Leasehold and is held for a term of 125 years from 24th June 2006 at a current annual ground rent of £250, subject to escalation.

Tenancies:

The shop is let by way of a 3 year lease from 29th March 2011 at a current rent of £3,640 per annum, exclusive.

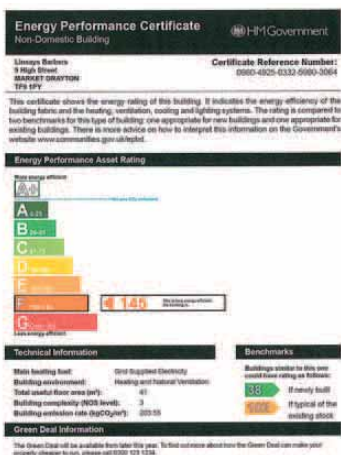
The flat is let by way of an Assured Shorthold Tenancy for a term of 6 months from 20th August 2011 at a rent of £292.50 per calendar month.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only





26A, 26B and 26C Stafford Street, Market Drayton, Shropshire, TF9 1HY

Property Description:

The property is located within the heart of Market Drayton, a Shropshire market town, located approximately 18 miles north east of Shrewsbury, 16 miles north of Telford and 11 miles south west of Newcastle-Under-Lyne

The national motorway network is accessible at junction 15 of the M6 motorway, approximately 9 miles to the east.

The property comprises a three storey, middle of terrace domestic building, which has been altered and adapted to form three self-contained one bed flats.

The building is of traditional brick and tiled construction. The ground floor flat is approached via Stafford Street, whereas the upper floor flats are approached via a tunnel entry at the rear.

Each flat is currently let by way of an Assured Shorthold Tenancy.

Accommodation:

Ground Floor (not inspected):

Believed to comprise Bedroom, Bathroom/Toilet, Kitchen and Living Room, £67.50 per week.

First Floor:

Kitchen/Living Room (rear) Bathroom/ Toilet and Bedroom (front)

Second Floor:

Living Room (rear) Kitchen, Bathroom/ Toilet and Bedroom (front)

Tenancies:

Each flat is currently let by way of an Assured Shorthold Tenancy (please see legal pack for details).

The building produces a Total Gross Rental Income of £10,530 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only





**26 Jarvis Crescent, Oldbury,
West Midlands B69 4QH**

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved fore-garden. The property benefits from having been extended to the rear and further benefits from UPVC double glazing, gas fired central heating and modern kitchen fitments. Jarvis Crescent is located off Titford Road which in turn can be found off Wolverhampton Road (A4123)

Accommodation:
Ground Floor:

Entrance Hallway, Lounge, Kitchen/ Dinning Room, Bathroom having panelled bath, wash basin and wc

First Floor:

Three Bedrooms

Outside:

(Front) Paved fore-garden

(Rear) Yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Langabeer Farm, Alcester Road, Wythall, Birmingham B47 6AP

Property Description:

An opportunity to acquire an outstanding smallholding opportunity comprising of a period built detached farmhouse with extensive accommodation in need of complete renovation and refurbishment, a range of ancillary accommodation and outbuildings, surrounding gardens, orchard and a paddock, in all extending to an area of approximately 3.83 acres (1.552 hectares). The farmhouse provides extensive two storey accommodation including cottage style servants' quarters located to the rear, and comprises in total 5 reception rooms and 7 bedrooms and it has been occupied by the vendor's family since 1966 when the property was purchased from a local auctioneer. The property occupies a delightful rural setting but enjoys convenient access to the M42 Motorway (junction 3) being within approximately one mile distance and Birmingham City Centre being within approximately seven miles distance to the north.

Planning:

The property may be suitable for redevelopment (subject to obtaining the appropriate planning consents) and all interested parties should contact the local planning department at Bromsgrove District Council to discuss any proposals prior to bidding.

Accommodation:

Ground Floor:

Reception Hall with Cellar Off, Sitting Room, Master Dining Room, Lounge, Store Room, Pantry, Dining Room, Kitchen, Rear Entrance Room/Utility, Large Store Room

First Floor:

Stairs and Gallery Landing, Master Bedroom, Bedroom Two (double), Bedroom Three (double), Bedroom Four (double), Bedroom Five (double), Dressing Room, Bathroom with bath and wash basin, Separate WC, Separate Stair Access to Bedroom Six and Seven (small doubles)

Outside:

A Long secure gated driveway, surrounding lawned gardens, ample off road parking, a range of outbuildings and former stables, Coach House/ Garage and a Grazing Paddock extending to an area of approximately 2 acres (0.8 hectares) and orchard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note: Completion will take place 56 days from exchange of contracts or sooner by mutual agreement



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



COTTONS
THE AUCTIONEERS





The Latch, Grey Mill Lane, Wootton Wawen, Henley-In-Arden, Warwickshire B92 6HL

Property Description:

An opportunity to purchase a freehold smallholding opportunity comprising a detached Grade II Listed residence and field to the rear currently laid to pasture and extending to a total site area of approximately 4.877 acres (1.94 hectares) and ideally suited for smallholding or an equestrian use or any person wishing or seeking a lifestyle change. The residence itself, we believe dates back to the early 19th Century and originally comprised of two separate cottages surmounted by a pitched thatched roof and which now have been merged and substantially extended in brick, surmounted by a pitched tile clad roof. The property provides highly presentable and much improved accommodation offering modern comforts but retaining much of its original character and charm and benefits from oil fired central heating, double glazed windows, an attractive range of kitchen and bathroom fitments and five bedrooms.

The property is prominently situated at the junction of Grey Mill Lane and Alcester Road (B4089) in a rural area approximately one mile distance to the south of the popular village of Wootton Wawen. The pasture land benefits from two separate accesses having gated access from Alcester Road and from Grey Mill Lane and provides scope for the erection of a stable

block or agricultural building subject to obtaining planning consent.

Accommodation:

Ground Floor:

Farm House Breakfast Kitchen with extensive range of wooden panelled units including an oil fired range stove providing central heating, Utility Room with a range of fitted cupboards, Cloak Room with wc and wash basin, Lounge with fireplace having wood burner, Sitting Room with wood burner, Guest Bedroom (double) with En-suite Shower Room having glazed shower enclosure, wash basin and wc.

First Floor:

(Accessed by two separate stairways) Main Stairs and Landing, Bedroom One (double), Bedroom Two (single), Bedroom Three (single), Bathroom with panelled bath, wash basin and wc, Secondary Stairs to Master Bedroom (double) with Walk-in Store and En-suite Bathroom having Victorian Style bath, pedestal wash basin and wc

Outside:

Landscaped surrounding gardens including a block paved driveway, patio and paved areas, lawned garden with running stream, brick store and a large wooden store. Enclosed rear field laid to pasture.

Total Site Area: 4.877 acres (1.94 hectares) approximately

MORE INFO
PLEASE
SEE OVER



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Directional Note:

Proceed along Stratford Road (A3400) to the village of Wootton Wawen, at Bull's Head Public House turn into Alcester Road (B4089), turn left into Alcester Road (B4089) just before

Wootton Wawen Railway Station, continue for approximately one mile and the property is located on the left hand side at the junction with Grey Mill Lane.

Note: Completion will be 56 days following exchange of contracts.



COTTONS
THE AUCTIONEERS



MORE INFO
PLEASE
SEE OVER





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



COTTONS
THE AUCTIONEERS





46 Revesby Walk, Vauxhall Road, Nechells, Birmingham B7 4LG

Property Description:

A ground floor retail shop previously used as a bakery and retail premises, rectangular in shape and providing flexible accommodation benefiting from both front and rear accesses. The property forms part of a neighbourhood shopping centre and is situated in a parade containing a wide range of retail shops and accessed off Vauxhall Road and leads off Lawley Middleway (A4540) conveniently within approximately one mile distance from Birmingham City Centre.

Accommodation:

Ground Floor:

Retail Shop with Roller Shutter Front, Rear Retail Area, Rear Store with Partitioned Office, Lobby and Toilet with wc and wash basin, Office, Store Room/Former Garage providing loading access from rear service road.

Gross Internal Area: 121.89sq.mtrs (1,312sq.ft) approximately.



Leasehold Information:

Lease Term: 75 years from May 1984
Ground Rent: £50 Per annum increasing in 2034 to £100 per annum payable until the expiration of the term

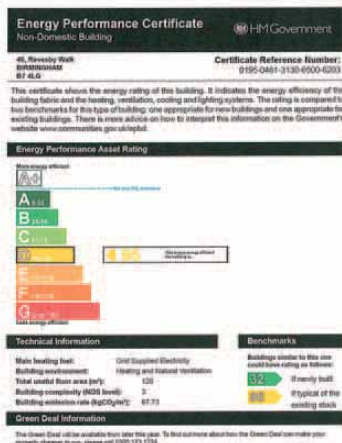
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Directional Note: Viewing access is from the rear of the premises as follows: Take the turn off Vauxhall Road (B4132) into Hilden Road, turn left into Manor Road and turn left again into the service road which leads to the rear of the premises.





**80 Douglas Road, Hollywood,
Birmingham, B47 5JZ**

Property Description:

A three bedroomed detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned garden and driveway allowing for off road parking and giving access to garage. The property benefits from having gas fired central heating. Douglas Road is located off Hollywood Lane which in turn can be found off Alcester Road.

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Kitchen, WC, Lean-to.

First Floor:

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

Outside:

(Front) Lawned Garden with paved driveway allowing for off road parking and giving access to garage.

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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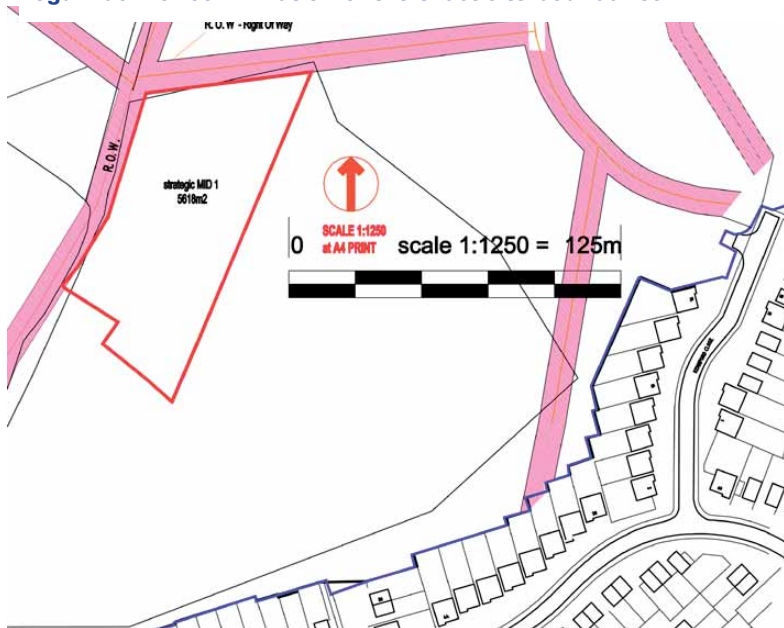
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Land to the South of Bury Hill Park, Rowley Regis – Ref MID1

Description:

A parcel of land comprising a sloping irregular shaped unfenced site of about 0.56 Hectares (1.38 acres) lying North to the rear of Blue Rock Place (off Ivy House Road). The site is part of a large area of public open space which is bounded by housing to the South.

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

The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is to the South

of Bury Hill Park, approached across open land from Portway Hill, Kennford Close or St Brades Close.

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:

External Only

Notice Completion Dates

PLEASE BE SURE TO CHECK THE LEGAL PACKS FOR THE EXACT COMPLETION DATE OF ANY PROPERTY WHICH YOU INTEND TO PURCHASE AS THESE DATES ARE CONTRACTUALLY BINDING.

IN RESPONSE TO THE CURRENT MARKET CONDITIONS SOME VENDORS HAVE AGREED TO OFFER THEIR PROPERTIES WITH EXTENDED COMPLETION PERIODS TO ASSIST BUYERS WITH THEIR PURCHASE, AND WHERE POSSIBLE, THESE ARE INCLUDED IN THE CATALOGUE DETAILS FOR EACH LOT (WHERE APPLICABLE). IF YOU REQUIRE CONFIRMATION OF THE COMPLETION DATES FOR ANY PROPERTY INCLUDED IN THIS AUCTION SALE THEN PLEASE CONTACT THE AUCTION TEAM PRIOR TO PURCHASING.

**4 Wattville Avenue,
Off Green Lane,
Handsworth,
Birmingham B21 0DJ**

Property Description:

A two bedroomed mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating and newly fitted bathroom and kitchen fitments. Wattville Avenue is located off Green Lane which in turn is found off Holyhead Road (A41)

Accommodation:

Ground Floor:

Lounge, Kitchen/Dining Room

First Floor:

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

Outside:

(Front) Walled foregarden
(Rear) Garden

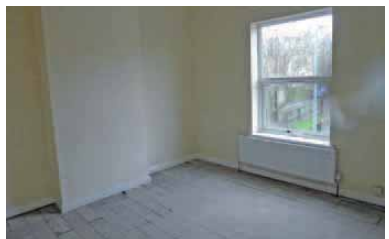


Legal Documents:

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Viewings:

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COTTONS
THE AUCTIONEERS





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

Property Description:

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

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

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

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

Accommodation:

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

Planning:

The property may have potential for residential use, subject to the grant of planning permission. Indeed, we understand a planning application has been submitted to redevelop or

convert the property to form five flats and 6 car parking spaces.

The property may also be used for A1 (retail) or A3 (Restaurant) proposes within permitted development.

VAT:

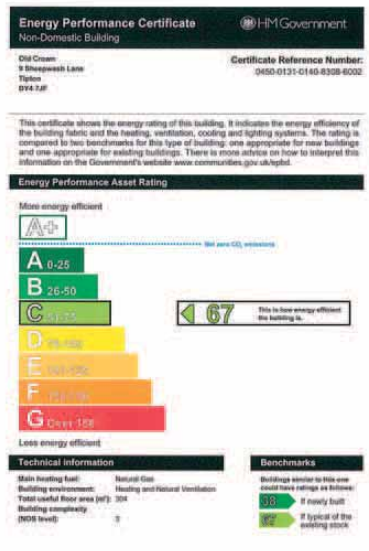
The sale proceeds shall attract VAT.

Legal Documents:

Available at www.cottons.co.uk

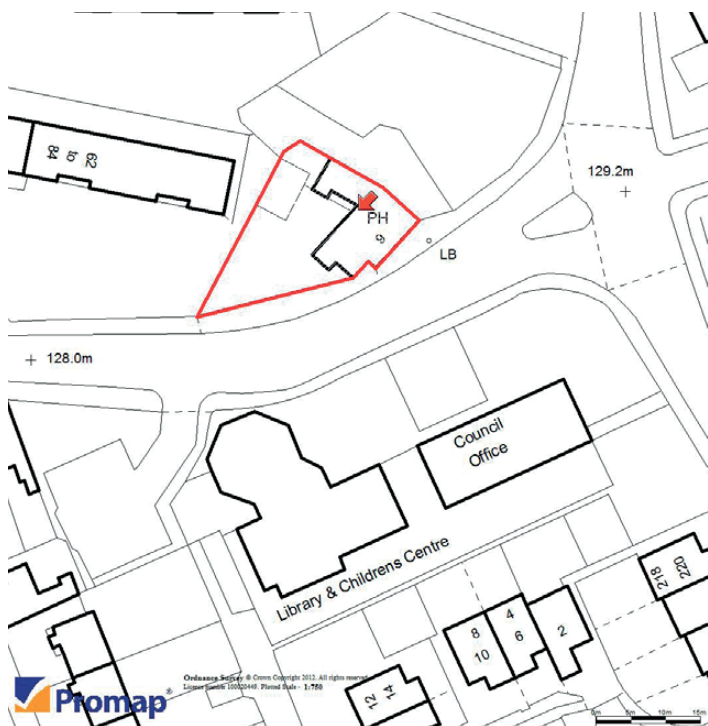
Viewings:

Via Cottons – 0121 247 2233





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



COTTONS
THE AUCTIONEERS





274 – 280 Normanton Road, Derby, DE23 6WD

Property Description:

The premises occupy a popular and busy main road restaurant location, within approximately ½ a mile of Derby City Centre.

The premises comprise four, two storey middle of terrace shops, which have been combined to form 1 large landmark restaurant, presenting a cohesive image.

The restaurant has been carefully and comprehensively fitted out and equipped both within the public and seating areas, as well as the kitchen and ancillary accommodation.

There are two principal restaurant areas on the ground floor with approximately 90 covers and in addition a buffet restaurant area to the first floor, currently with a further 40 covers but are advised that this could be increased to approximately 60.

Accommodation:

Ground Floor:

Entrance/Takeaway Area with Served, Restaurant Area, Family Room with Toilet, Bar Area with access to Cellar, Cold Room, Kitchen, Restaurant Washroom, Kitchen Wash and Preparation Room.

First Floor:

Function Room, Reception Area, Gents Toilet, Ladies Toilet, Restaurant including Buffet Area with 40 covers, Cloakroom, Prayer Room/Store, Staff Toilet Facilities and Boiler Room.

Outside:

Rear covered yard area and store room with side pedestrian access. Stairs to first floor staff toilets and boiler room

Gross Internal Area

Ground Floor:

3,122 sq.ft (290.0 sq.m)

First Floor:

1,797 sq.ft (166.9 sq.m)

Rear Area:

341 sq.ft (31.6 sq.m)

Total:

5,260 sq. ft (488.7 sq.m)

Legal Documents:

Available at www.cottons.co.uk

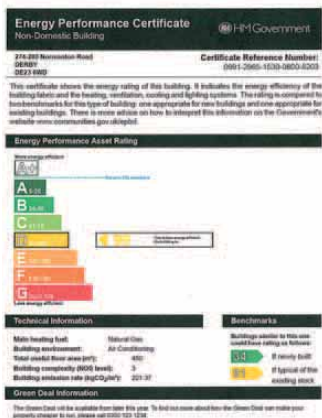
Viewings:

Via Cottons – 0121 247 2233

Notes:

1. Completion will be six weeks following exchange of contracts

2. Fixtures, Fittings & Stock will be available for purchase by separate negotiation.





18 Millmead Lodge, 275 Wake Green Road, Moseley, Birmingham B13 9XL

Property Description:

A ground floor one bedroomed flat located in a purpose built block. The property benefits from having UPVC double glazing and electric heating.

Wake Green Road is located off Swanshurst Lane which runs into Cole Bank Road (B4146). The property is currently let on an assured shorthold tenancy agreement producing a rental of £475 per calendar month (£5,700 per annum).

Accommodation:

Ground Floor:

Communal entrance hall with security entry system. Hallway, Lounge, Kitchen, Bedroom, Bathroom having panelled bath with electric shower over, wash basin and wc

Outside:

Enclosed private terrace, communal gardens and parking

Leasehold Information:

Term 99 Years from 7th August 2006

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



69 Brookland Road, Walsall Wood, WS9 9LY

Property Description:

A detached bungalow of brick construction surmounted by a tiled roof set back from the road behind a lawned garden and paved driveway allowing for off road parking. The property benefits from having double glazing and gas fired central heating. Brookland Road is located off Beech Tree Road which in turn can be found off High Street (A461)

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen, Pantry, Dining Room, Two Bedrooms and Bathroom having panelled bath, wash basin and wc.

Outside:

(Front) Lawned garden 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





126 Stratford Road, Sparkhill, Birmingham B11 1AJ

Property Description:

A detached part two storey commercial premises of brick/block construction located in a secure gated yard area to the rear of an adjacent Texaco petrol station having right of access over the forecourt. The property benefits from a high level of passing trade and whilst previously used for manufacturing/warehousing may be adaptable for a variety of uses. Stratford Road (A34) provides direct access to Bordesley Middleway and to Birmingham City Centre being within approximately one miles distance.

Accommodation:

Ground Floor:

Entrance Hallway, Workshop with steel loading door, Office, Workshop/Store Room, Kitchen, Toilet and Store

First Floor:

Stairs, Workshop, Toilet and Boiler Room

Outside:

Secure gated yard providing off road parking/loading facility having a right of way over the adjacent petrol station forecourt

Gross Internal Area:

Ground Floor: 107.33sq.mtrs (1,155 sq.ft)

First Floor: 71sq.mtrs (764 sq.ft)

Legal Documents:

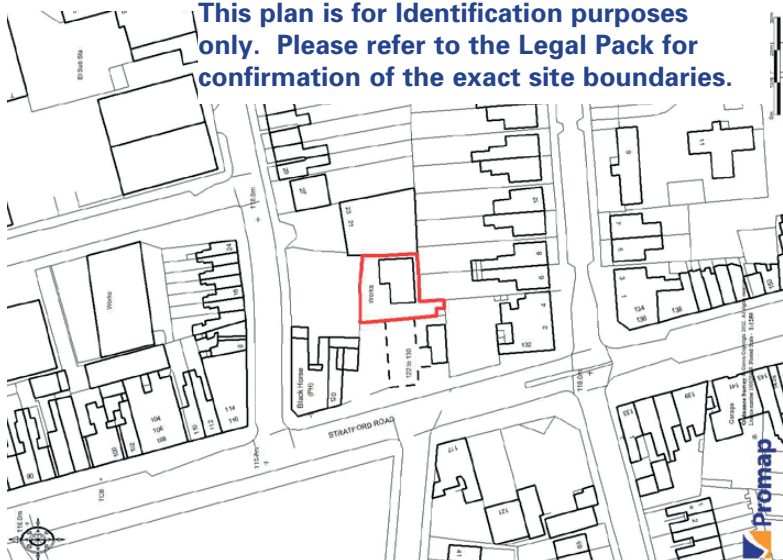
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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





78 & 80 Greenfield Road, Harborne, Birmingham B17 0EE

Property Description:

A unique opportunity to purchase a residential investment and redevelopment opportunity situated in prime Harborne and comprising of 78 Greenfield Road being a substantial semi-detached house with attached coach house at the rear and containing five separate flat investments, 80 Greenfield Road being a semi-detached house currently containing two flats but with planning consent for conversion to a single residential dwelling house and a lock up garage yard located to the rear accessed by way of a shared driveway and having the benefit of planning consent for redevelopment for three separate residential dwellings. The property forms part of a highly regarded residential area located conveniently within less than 200 metres from Harborne High Street. Birmingham City Centre lies within approximately two miles distance to the north east.

Tenancy Information:

The property is currently let as follows:

78 Greenfield Road:

Flat One: Let on a Regulated Tenancy at a Registered Rental of £240 per calendar month effective from 10th May 2011

Flat Two: Let on a Periodic Shorthold Tenancy at a Rental of £370 per calendar month

Flat Three: Let on a Regulated Tenancy at a Rental of £320 per calendar month effective from 2nd July 2010 (rent review pending)

Flat Four: Let on a Regulated Tenancy at a Registered Rental of £245 per calendar month effective from 7th August 2011

Flat Five: Let on a Periodic Shorthold Tenancy at a Rental of £345 per calendar month

80 Greenfield Road

Vacant

Garages to Rear of 78 & 80 Greenfield Road

8 Lock –up garages being fully Let at a Rental of £110 per quarter for each garage

Total Rental Income

78 Greenfield Road: £18,240 per annum

80 Greenfield Road: Vacant

Garages: £3,520 per annum

Total: £21,760 per annum

**MORE INFO
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MORE INFO
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Accommodation
78 Greenfield Road

Flat One:

Ground Floor
Entrance Hall, Living Room, Two
Bedrooms, Kitchen and Bathroom

Flat Two:

First Floor
Hallway, Living Room, Bedroom,
Kitchen and Bathroom

Flat Three:

First Floor
Hallway, Living Room, Bedroom,
Kitchen and Bathroom

Flat Four (The Mews)

Ground and First Floor
Ground Floor Entrance, Staircase and
Adjoining Garage

First Floor

Living Room, Bedroom, Kitchen and
Bathroom

Flat Five

Ground Floor
Living Room/ Kitchen, Bedroom and
Bathroom

80 Greenfield Road

Ground Floor
Reception Hall, Three Rooms, Kitchen
and Bathroom with wc

First Floor

Staircase, Four Rooms and Bathroom

Outside

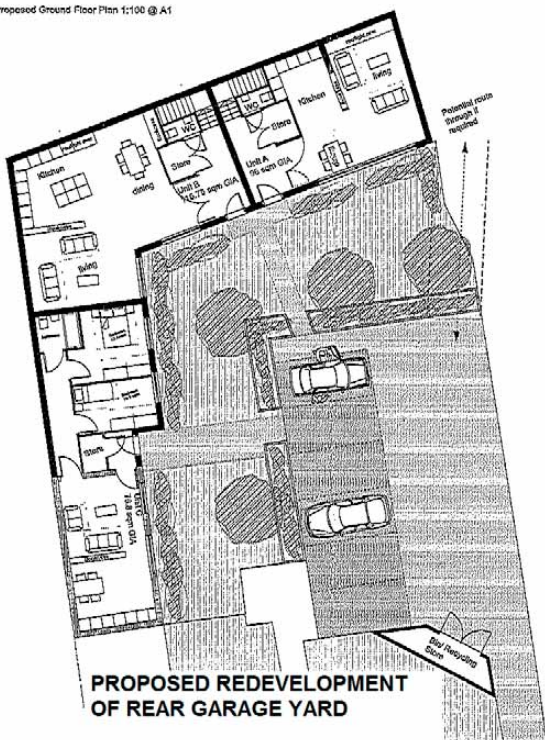
(Front) Foregarden

(Rear) Shared driveway to rear yard
containing 8 lock up garages





Proposed Ground Floor Plan 1:100 @ A1



Planning

Planning consent was granted by Birmingham City Council Ref: 2011/06191/PA and dated 22nd December 2011 for demolition of garages to the rear and construction of 3 no Mews Houses with associated new car parking area and landscaping along with change of use of number 80 Greenfield Road from two flats to a single family dwelling house

A copy of the Architect's drawings and planning consent is available for inspection both from the Auctioneers' offices and in the legal pack.

Legal Documents – Available at www.cottons.co.uk

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note: Completion will take place 56 days from exchange of contracts or sooner by mutual agreement



COTTONS
THE AUCTIONEERS





1 Smithfield Road, Blakenhall, Walsall WS3 1BN

Property Description:

A semi detached house of rendered brick construction surmounted by a hipped tile clad roof, set back from the road behind a concreted forecourt which provides off road car parking. The property has been much improved throughout and is offered for sale in a modern presentable condition benefiting from UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and redecoration. Smithfield Road forms part of an established residential area and leads off Thames Road conveniently within approximately three quarter of a mile distance from Bloxwich Town Centre and approximately two miles distance to the north of both Walsall Town Centre and the M6 Motorway (junction 10)

Accommodation:

Ground Floor:

Reception Hall, Living Room, Kitchen containing a range of modern fitted units

First Floor:

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

Outside:

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

(Rear) Patio and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





F1, Hagley Court South, Waterfront East, The Waterfront, Dudley, DY5 1XE

Property Description:

The property forms part of the waterfront office development, approximately 2 miles south west of Dudley Town Centre and close to Merry Hill shopping centre. The waterfront comprises a modern, landscaped office development, with leisure and restaurant facilities close by.

The national motorway network is accessible at junctions 2 and 3 of the M5 motorway at Oldbury and Quinton, both of which are within approximately 5 miles.

The premises are of two storey brickwork construction with a pitched tiled roof. The internal accommodation has suspended ceilings with concealed lighting, aluminium framed double glazed windows and raised access floors. There are ladies toilet and kitchen facilities on the ground floor, and male and female toilets to the first floor. The accommodation has currently been partitioned to create a series of offices or meetings rooms.

Accommodation:

The building provides modern purpose-built accommodation at ground and first floor level.

Net Internal Area approximately 3,254 sq.ft (302.3 sq.m)

Car Parking

Four car parking spaces are available for use with the subject premises.

Tenure

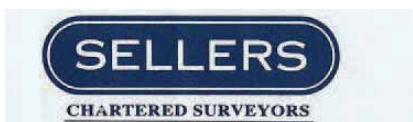
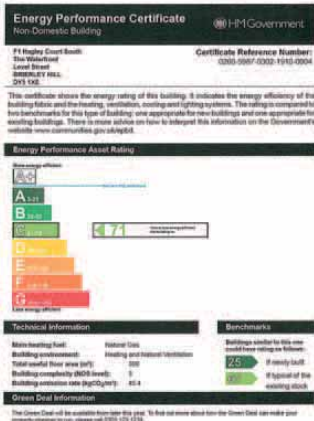
The property is Leasehold for a term of 150 years less 2 days from 25th March 1989 at a rent of one peppercorn. For full tenure and Service Charge details, please refer to the legal pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Long Leasehold Office Premises (992 Years Unexpired) with Vacant Possession



Unit 3, Oak Court, Pilgrims Walk, Prologis Park, Coventry, CV6 4QH

Property Description:

The property is located approximately 3 miles north of Coventry City Centre and within 1 mile of Junction 3 of M6 motorway.

The property forms part of a modern distribution and business park development located on Pilgrims Walk, which leads off Central Boulevard.

The property comprises a modern, purpose-built and self-contained two storey end of terrace office building, forming part of a development of similar units and within a landscaped environment with car parking.

The premises provide open plan office accommodation at ground and first floor levels. Some partitioning has been introduced at first floor level, so as create a general office and a series of perimeter offices.

The specification includes suspended ceilings with modern integrated lighting modules, a combined electric heating and air conditioning system, double glazed windows, secure door entry system, floor boxes for cable management and carpet tiles on raised floors.

There are toilet facilities on both the ground floor and first floor.

Accommodation:

Ground Floor: Net Internal Area
1,197 sq.ft (111.2 sq.m)
First Floor: Net Internal Area
1,383 sq.ft (128.5 sq.m)

Total Net Internal Area
2,580 sq.ft (239.7 sq.m)

Outside -The right to park 9 cars

Tenure:

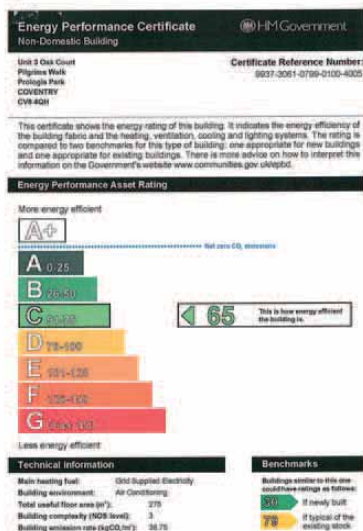
The property is Leasehold
The Lease is for a term of 999 years
from 25th December 2005, at an
annual ground rent of one peppercorn.
Service Charge refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

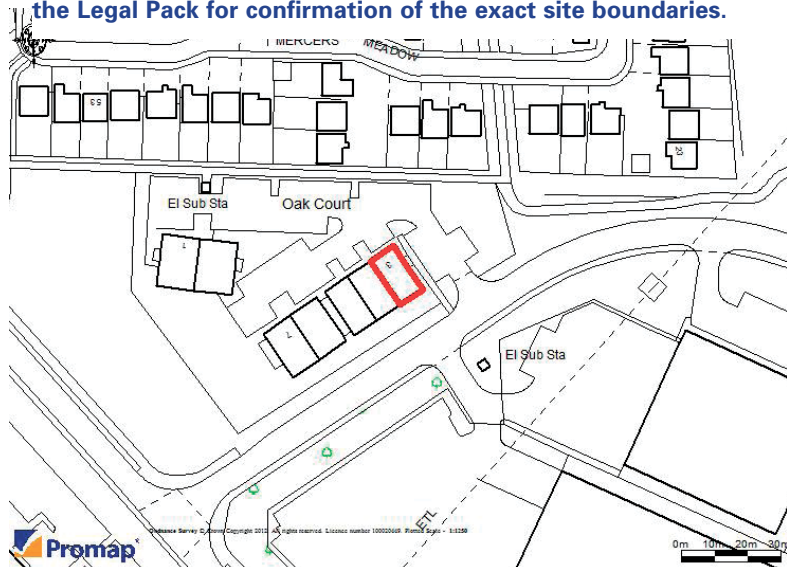
Viewings:

Via Cottons – 0121 247 2233





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



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Units 1 to 7 Stambermill Works, Bagley Street, Lye, West Midlands DY9 7AR

Property Description:

A prominently situated industrial estate known as Stambermill Works and containing a total of 7 separate units occupying an irregular shaped site extending to an area of approximately 1.240 acres (0.502 hectares), which provides for car parking and loading access. The units are predominantly of steel framed construction with brick/block work and insulated profiled sheeted walls surmounted by pitched roofs. Units 5 and 6 comprise of single storey brick built offices and unit 7 is self-contained and includes

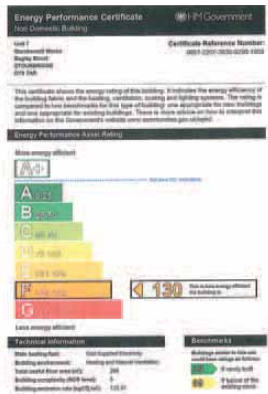
a tarmacadam surfaced car park/yard area having a timber framed roof clad with profiled metal sheeting. The property directly fronts Bagley Street and which leads off Stourbridge Road (A458), approximately one mile distance to the east of Stourbridge Town Centre.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





| Accommodation | | | | |
|---------------|--------------|---------------------------------------|---------|--|
| UNIT | FLOOR | FLOOR AREA | RENT | COMMENTS |
| Unit 1 | Ground Floor | 507sq.mtrs (5,465sq.ft) | £16,500 | Let on a Lease on Full Repairing and Insuring Terms for a term of Five years from the 1st September 2011 |
| Unit 1A | First Floor | 71.8sq.mtrs (773sq.ft) | Vacant | |
| Unit 2 | Ground Floor | 496sq.mtrs (5,340sq.ft) | Vacant | |
| Unit 3 | Ground Floor | 307sq.mtrs (3,311sq.ft) | Vacant | |
| Unit 4 | Ground Floor | 571sq.mtrs (6,150sq.ft) | Vacant | |
| Units 5/6 | Ground Floor | 49.6s.mtrs (534sq.ft) | Vacant | |
| Unit 7 | Ground Floor | 241.5sq.mtrs (2,600sq.ft) | Vacant | |
| TOTAL | | 2,245sq.mtrs (24,173sq.ft) | | |

Potential Rental Income When Fully Let:
In excess of £70,000 per annum approximately.

Site Area: 1.240 acres (0.502 hectares) approximately

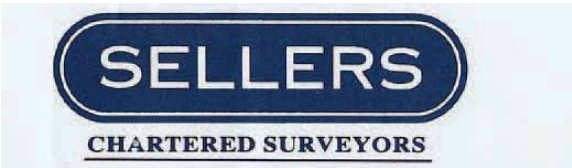


MORE INFO
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This plan is for Identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries.



COTTONS
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**100 Reservoir Road, Erdington,
Birmingham B23 6DL**

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Reservoir Road is located off Gravelly Hill North (A5127)

Accommodation:

Ground Floor:

Hallway, Lounge, Dining Room, Kitchen, WC

First Floor:

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

Outside:

(Front) Paved Foregarden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

PROXY & TELEPHONE BIDDING

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

Please contact the Auction Team on

0121 247 2233

For further details and Terms & Conditions





96 Broad Street, Birmingham, B15 1AU

Property Description:

The property is located approximately 1 mile west of Birmingham City Centre on the northern side of Broad Street (B4284) close to its junction with Ryland Street.

Broad Street is established as Birmingham's Principal Entertainment Hub and comprises a variety of drinking establishments, Nightclubs, Restaurants, Cinemas, Hotels and other entertainment venues. Other important commercial facilities are located close by, including Brindley Place, Symphony Hall and the International Convention Centre and the National Indoor Area (NIA).

The property forms part of a courtyard type office development, comprising a number of three storey buildings fronting Broad Street, with car parking to the rear.

The subject property comprises a self-contained three storey middle of terrace building. The building provides a ground floor reception, with office accommodation arranged over the first, second and third floors.

The building provides office accommodation of a good specification



with suspended ceilings, recessed lighting, plastered emulsified walls, and perimeter trunking and power points.

The building is capable of division and may be occupied on a floor-by-floor basis.

Five car parking spaces are arranged on the car park at the rear of the building, approached via Essington Street.

Accommodation:

| | |
|--------------|-----------------------|
| First Floor | 910 sq.ft (84.5 sq.m) |
| Second Floor | 987 sq.ft (91.7 sq.m) |
| Third Floor | 821 sq.ft (76.3 sq.m) |

Total Net Internal Area
2,718 sq.ft (252.5 sq.m)

Outside:

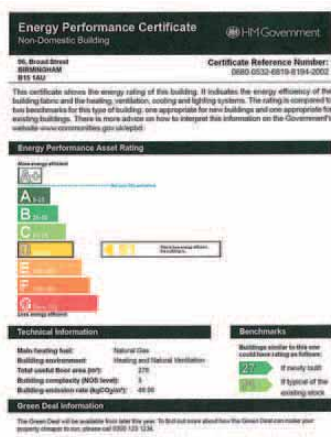
Five car parking spaces

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Freehold Ground Rent, 84 Marsham Road, Kings Heath, Birmingham B14 5HE

Description:

A freehold ground rent secured upon a traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a driveway. The property is subject to a long lease for a term of 99 years from 24th June 1936 with the lessee paying a ground rent of £4.14 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 13th September 2012** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



Freehold Ground Rents 3, 5, 7, 11 & 12 Bryn Morgrug, Pontardawe, West Glamorgan SA8 3DG

Description:

A portfolio of freehold ground rents secured upon a range of modern semi detached houses situated in the town of Pontardawe.

The properties are each subject to a long lease for a term of 99 years from 25th March 1973 with each lessee paying a ground rent of £25 per annum.

Total Ground Rent Income: £125 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

PLANNING PERMISSION

BUILDING PLANS

BUILDING SURVEYS

planning
headaches
removed...



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

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

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

EXTENSIONS - ALTERATIONS - NEW BUILD

thetylerparkespartnership
architecture town planning design

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





Land Adj 114 Aldermans Green Road, Coventry CV2 1PP

Property Description:

A parcel of freehold land roughly rectangular in shape extending to an area of 0.191 acres and situated directly fronting Aldermans Green Road, adjacent to number 114

The land currently comprises of overgrown scrub land and is located approximately three miles distance to the north east of Coventry City Centre in a predominantly residential area.

Planning

Planning Consent was granted by Coventry City Council (Reference Ful/2012/0146 and dated the 2nd May 2012) for the erection of four dwellings with garages to the rear.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External

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.

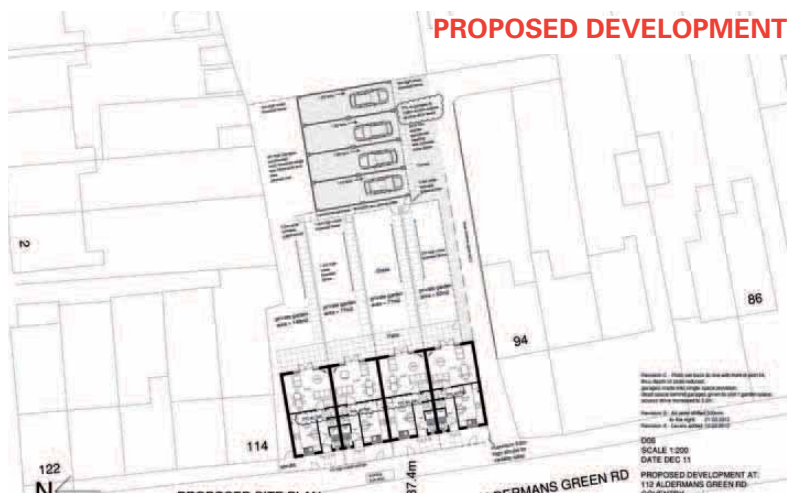
Thank you in advance for your co-operation.

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



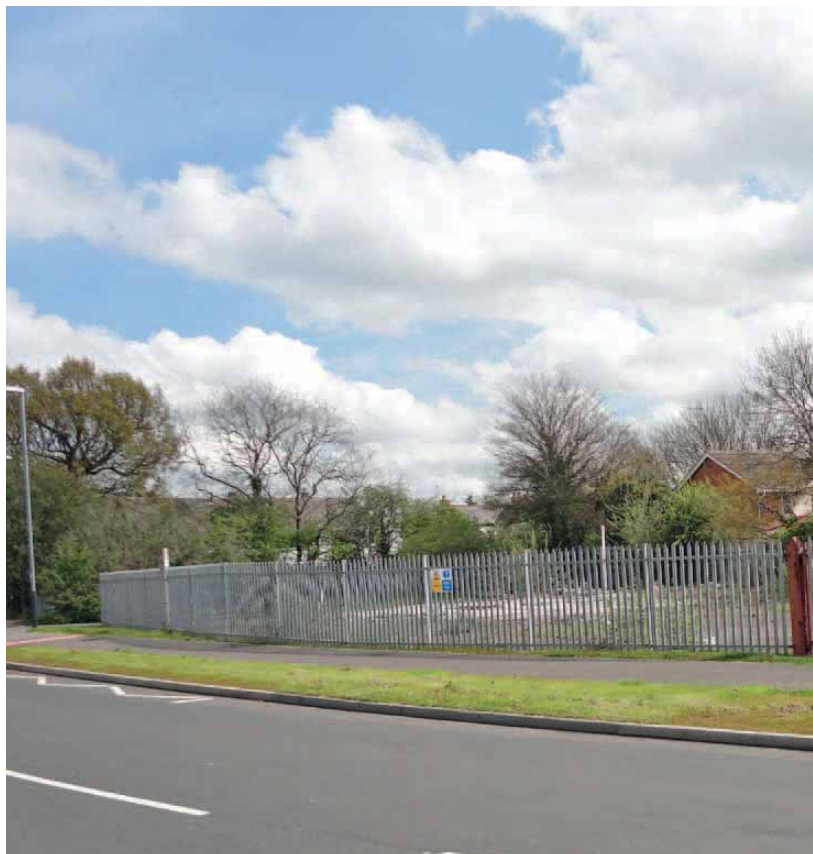


This plan is for Identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries.



COTTONS
THE AUCTIONEERS





Residential Development Site, Ironbridge Way, Longford, Coventry CV6 6DP

Property Description:

A parcel of freehold irregular shaped land having planning consent for the erection of 8 two and a half storey townhouses, set out in two separate blocks and having a central car parking area. The site extends to an area of 0.263 acres and is generally level and currently secured with palisade fencing.

The site has a wide frontage along Ironbridge Way and forms part of a modern housing estate located off Blackhorse Road which in turn leads off Longford Road (B4113). The site is conveniently within approximately one and half miles distance from the M6 Motorway (junction 3).

Planning:

The site benefits from planning consent granted by Nuneaton and Bedworth Borough Council (Ref: 031200) and dated 27th February 2012 for the erection of 8 Townhouses with associated car parking. The Architects' plans submitted with the planning application detailed the following proposed accommodation for each unit.

Proposed Accommodation:

Ground Floor:

Reception Hall with Cloak Room, Dining Kitchen, Lounge

First Floor:

Stairs and Landing, Two Bedrooms, Bathroom

Second Floor:

Stairs to Master Bedroom, Dressing Room and En-suite Shower Room.

A copy of the planning documents are available for inspection from the auctioneers' offices.

Legal Documents:

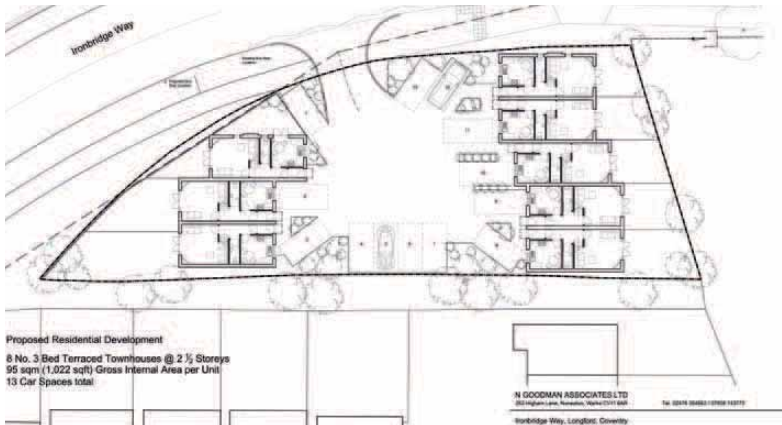
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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





29 Beckett Street, Bilston WV14 7NS

Property Description:

A three bedroomed detached property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having UPVC double glazing and gas fired central heating. Beckett Street is located off Mt Pleasant (B4484)

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Inner Lobby, Kitchen and Bathroom having panelled bath, wash basin and wc

First Floor:

Three Bedrooms, Shower Room having shower cubicle wash basin and wc

Outside:

(Front) Walled fore-garden

(Rear) Patio area with brick built store and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





24 Hillside Close, Walsall, West Midlands WS8 7AB

Property Description:

A three bedroomed maisonette of brick construction surmounted by a tiled roof set back from the road behind communal lawned gardens. The property benefits from having double glazing and gas fired central heating. Hillside Close is located off Frieze Lane which in turn can be found off Chester Road (A452)

Accommodation:

Ground Floor:

Entrance Hallway and stairs

First Floor:

Lounge, Kitchen, Two Bedrooms, Shower Room having shower cubicle, wash basin and wc

Second Floor:

Bedroom Three

Leasehold Information

Term : 99 years from 29th September 1961

Ground Rent : Refer to legal pack

Service Charge: Refer to legal pack

Outside

Communal Gardens

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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

pin
property
investors
network

We highly recommend you attend the Property Investors Network meeting on Thursday 19th July 2012 at the Crowne Plaza, NEC, Birmingham. The meeting will provide you with up-to-date information on the ever changing property market, whilst increasing your knowledge & skills in property investment.

Come &
join us 7pm
Thursday
19th July
2012

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

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

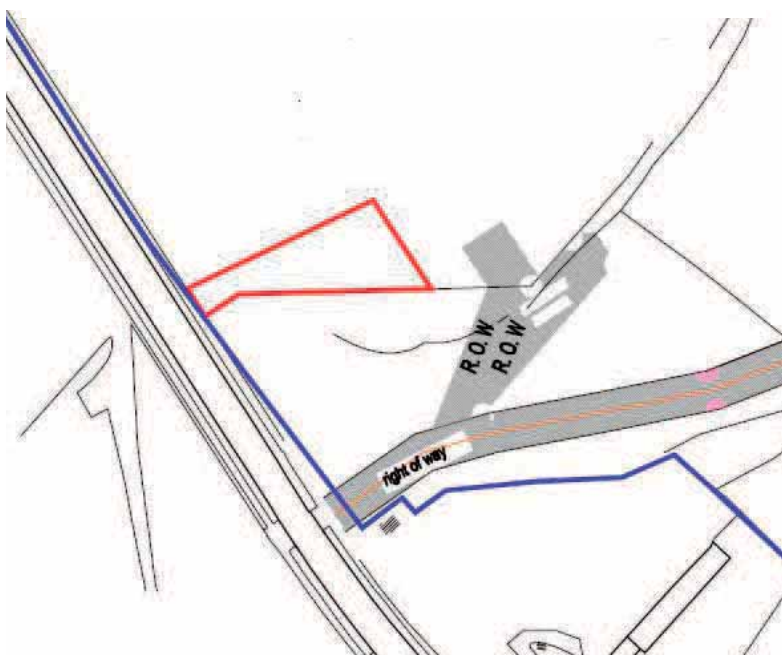
www.pinbirmingham.co.uk

enter "**cottons**" in the voucher code box.

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



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



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

Description:

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

The site is located approximately 1.3 miles North West of Junction 2 of the M5 and 1.6 miles South East of Dudley Town Centre. The land is approached, coming from the M5, along the A4123 (0.7 miles), then turn left onto Newbury Lane, continue along for 0.8 miles to the traffic lights and turn right onto Portway Hill. The land is at the top of the hill on the right hand side 0.4 miles

from Newbury Lane, 100 yards from south of the Lye Cross Road junction.

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:

The site is open for viewings

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



Freehold Retail Shop and Residential Ground Rent

By Instruction of the Joint LPA Receivers



10 Hailes Street, Winchcombe, Cheltenham, Gloucestershire GL54 5HU

Property Description:

A Grade II Listed mid terraced premises comprising of a ground floor retail shop having basement storage with a flat over which is subject to a long leasehold interest. The property is of traditional Cotswold stone construction and was previously used as an art gallery/retail unit.

The property forms part of the highly regarded and historic Cotswold town of Winchcombe containing a range of attractive period built retail shops and dwellings. The town is popular with tourists visiting near-by Sudeley Castle and a range of other historic attractions. Cheltenham Town Centre lies within approximately eight miles distance to the south west and the M5 Motorway (junctions 9 & 10) within approximately ten miles distance.

Accommodation:

Ground Floor:

Retail Shop: having double display window and central door access:

32.45sq.mtrs (349sq.ft)

Office: 16.19sq.mtrs (174sq.ft)

Basement: 13.6sq.mtrs (146sq.ft)

Rear Hallway and Cloak Room with wc and wash basin

Outside:

Shared pedestrian entry access from Hailes Street to a rear right of way

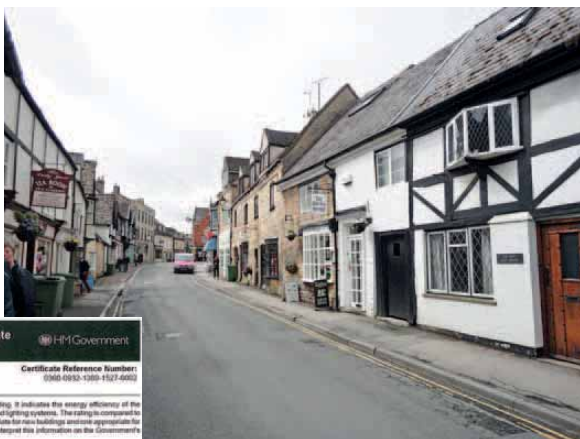
First Floor Flat: Subject to a Long Leasehold Interest for a term of 999 years from 15 May 2000 and at a peppercorn rent

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Energy Performance Certificate
Non Domestic Building

HM Government

St. Helen Street
Worcestershire
CHELTENHAM
GL51 5HG

Certificate Reference Number:
0340-0952-1380-4327-0002

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to new benchmarks for this type of building and appropriate for non-building and more appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website www.communities.gov.uk/egb

Energy Performance Asset Rating

Energy efficient

A₁₂₃
B₂₃₄
C₃₄₅
D₄₅₆
E₅₆₇
F₆₇₈
G₇₈₉

Technical Information

State heating fuel: Gas
Building environment: Heating and Natural Ventilation
Total useful floor area (m²): 60
Building complexity (MCR level): 5
Building ventilation rate (litres/m²/s): 132.08

Benchmarks

Buildings similar to this one could have ratings as follows:
15% if newly built
50% if typical of the existing stock

Green Deal Information

The Green Deal will be available from later this year. To find out more about how the Green Deal can make your property cheaper to run, please call 0800 123 1234.





Unit 1, Digbeth Court, Digbeth Street, Stow-on-the-Wold, Cheltenham, Gloucestershire, GL54 1BN

Property Description:

A retail premises/former art gallery constructed from traditional Cotswold stone with a steel clad pitched roof supported by a metal frame and forms part of Digbeth Court (which includes two further units which are not included in the auction sale). The property faces towards the courtyard entrance and benefits from a large open plan retail area, double height ceilings, mezzanine level to the rear and a small kitchenette / storage space below a first floor corner office. Access from the street is via iron gates to the courtyard and access to the property is via double glass doors.

The property is located in the historic Cotswold town of Stow-on-the-Wold in Gloucestershire and situated on the northern side of Digbeth Street, a quarter of a mile from the town centre.

Accommodation:

The property consists of the following;

Ground Floor

Open plan retail area with storage, kitchen and toilet.

First Floor

Office and mezzanine floor

Outside

Shared yard area

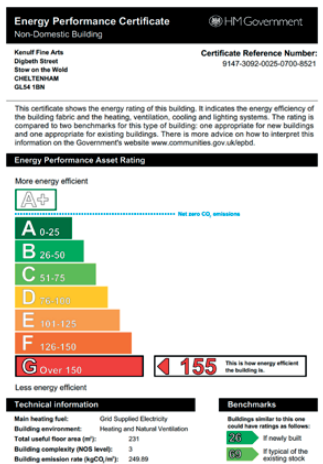
Gross Internal Area:
approximately 91 sq m (983 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



**20 Bosty Lane,
Aldridge, Walsall,
WS9 8EU**

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned fore-garden. The property benefits from having gas fired central heating, part UPVC double glazing and off road parking to the rear. Bosty Lane is situated just off the Walsall Road, Aldridge, which is conveniently within approximately 1.5 miles from Aldridge Village. The property is currently let on an Assured Shorthold Periodic Tenancy producing a rental of £500pcm (£6,000 per annum).

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, stairs to first floor.

First Floor:

Three bedrooms, bathroom having panelled bath, wash basin and wc



Outside:

(Front) Lawned Fore-garden

(Rear) Lawned garden with access to rear parking

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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

Property Description:

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

Accommodation:

Ground Floor:

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

First Floor:

Stairs to Open Plan Office Accommodation

Outside:

Forecourt providing three car parking spaces

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

Legal Documents:

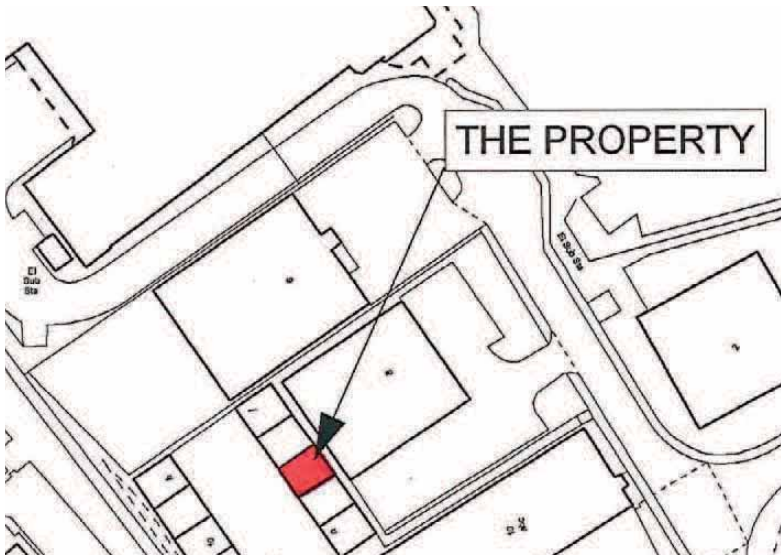
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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

BURLEY BROWNE
Chartered Surveyors



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



COTTONS
THE AUCTIONEERS



**151 Weston Lane,
Tyseley, Birmingham
B11 3RR**

Property Description:

A three bedroomed mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having part UPVC double glazing and gas fired central heating. Weston Lane is located off Reddings Lane which in turn can be found off Shaftmoor Lane (B4217)

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Lean-to, Shower Room having shower cubicle, wash basin and wc

First Floor:

Three Bedrooms



Outside:

(Front) Walled fore-garden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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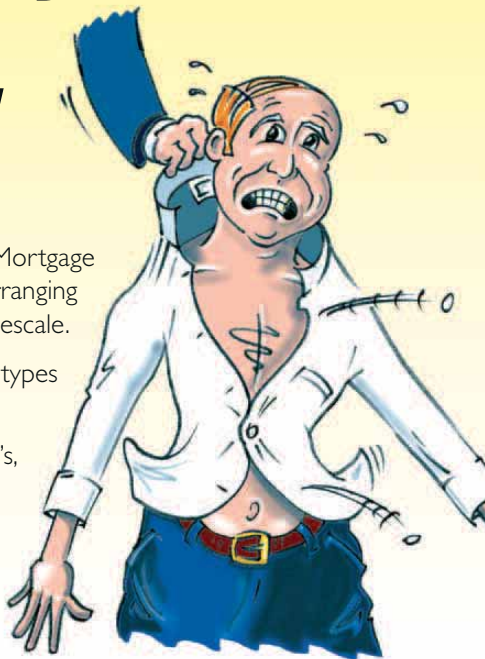
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4 Apsley Grove, Erdington, Birmingham B24 9RH

Property Description:

A mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows, gas fired central heating and well maintained gardens. The property is situated in a cul-de-sac which leads off Glenthorne Road and is conveniently located within approximately one mile distance from both the M6 Motorway (junction 6) and Erdington Shopping Centre.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Landscaped foregarden

(Rear) Well maintained partly lawned garden with rear pedestrian access



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.





67 Bonner Drive, Sutton Coldfield, West Midlands B76 1DY

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof offering a well laid out accommodation benefiting from gas fired central heating but requiring modernisation and improvement.

The property occupies a generous corner plot having a side garage which provides a scope to extend the existing living accommodation (subject to obtaining planning consent). The property is situated in a cul-de-sac forming part of a popular residential area and leads directly off Eachelhurst Road being within walking distance of both Pype Hayes Park and Pype Hayes Municipal Golf Course. Sutton Coldfield town centre lies within approximately three miles distance to the north west.

Accommodation:

Ground Floor:

Vestibule Porch, Reception Hall with Walk-in-Store, Front Reception Room, Rear Reception Room, Kitchen with Pantry, Covered Side Passageway, Utility Room and Garage

First Floor:

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

Outside:

(Front) Lawned foregarden and tarmacadam drive providing off road car parking

(Rear) Paved patio and a large predominantly lawned garden

Legal Documents:

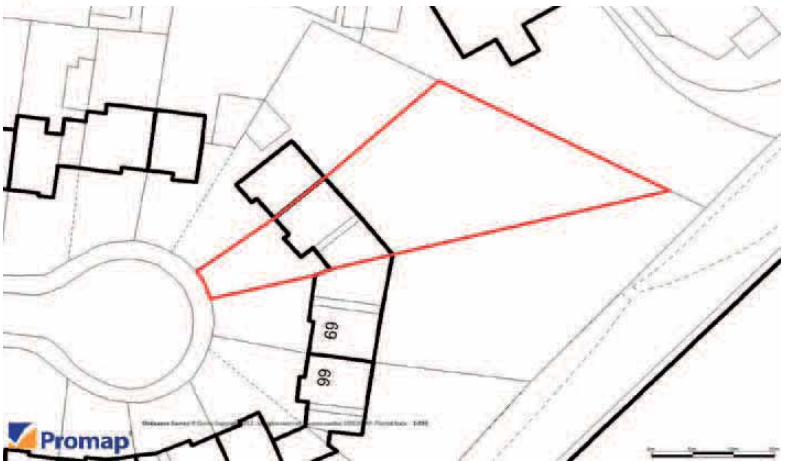
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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



**9 Ash Road,
Saltley,
Birmingham
B8 1DW**

Property Description:

A three bedroomed mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property is in need of modernisation and improvement. Ash Road is located off Adderley Road which in turn can be found off Duddleston Mill Road.

Accommodation:
Ground Floor:

Lounge, Dining Room, Kitchen, Bathroom having panelled bath wash basin and wc

First Floor:

Three Bedrooms

Outside:

(Rear) Garden


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit. _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

A full copy of the Common Auction Conditions including the Glossary can be found at:
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