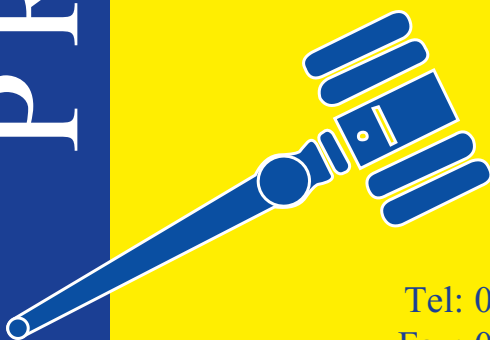


PROPERTY AUCTION

Cottons
Chartered Surveyors

**THURSDAY
18TH FEBRUARY 2010
AT 11.00 AM**

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



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

IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

CONDITION OF SALE

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

AUCTIONEERS ADVICE

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

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

FOOTNOTE

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

Auction Sale

76 LOTS

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

- 31 Freehold Vacant Residential Properties
- 14 Residential Investment Properties
- 5 Leasehold Vacant Residential Properties
- 12 Freehold Vacant Commercial Properties
- 2 Freehold Commercial Investment Properties
- 3 Parcels of Freehold Land
- 2 Freehold Re-Development Site
- 2 Freehold Former Public Houses
- 1 Freehold Vacant Care Home
- 1 Freehold Mixed-Use Property with Vacant Possession
- 1 Freehold Mixed-Use Investment Property
- 1 Freehold Ground Rent

ORDER OF SALE

Lot Property

1.	BETHEL CHAPEL, WILLENHALL ROAD, WOLVERHAMPTON, WV1 2HT	FREEHOLD VACANT CHAPEL
2.	33 COLEYS LANE, NORTHFIELD, BIRMINGHAM, B31 4AD	FREEHOLD VACANT RESIDENTIAL
3.	28 CARISBROOKE HOUSE, CULMINGTON ROAD, NORTHFIELD, BIRMINGHAM,	LEASEHOLD VACANT RESIDENTIAL
4.	12 WINDMILL END, DUDLEY, WEST MIDLANDS DY2 9HS	FREEHOLD VACANT RESIDENTIAL
5.	11 RAVENSHAW ROAD, EDGBASTON, BIRMINGHAM, B16 0TE	FREEHOLD RESIDENTIAL INVESTMENT
6.	39 REDDICAP HILL, SUTTON COLDFIELD, WEST MIDLANDS B75 7BQ	FREEHOLD VACANT RESIDENTIAL
7.	102 RATHBONE ROAD, SMETHWICK, WEST MIDLANDS B67 5JF	FREEHOLD VACANT RESIDENTIAL
8.	53 COPE STREET, WALSALL, WS3 2AT	FREEHOLD VACANT RESIDENTIAL
9.	17 KENDAL TOWER, MALINS ROAD, BIRMINGHAM, B17 0JY	LEASEHOLD RESIDENTIAL INVESTMENT
10.	83 WELLMAN CROFT, BIRMINGHAM, B29 6NR	LEASEHOLD VACANT RESIDENTIAL
11.	11 BACHELORS BENCH, ATHERSTONE, WARWICKSHIRE CV9 2AP	FREEHOLD VACANT RESIDENTIAL
12.	200 & 200A WALSALL ROAD, ALDRIDGE, WEST MIDLANDS WS9 0JT	FREEHOLD COMMERCIAL INVESTMENT
13.	LAND OFF OVERBURY CLOSE, NORTHFIELD, BIRMINGHAM, B31 2HD	FREEHOLD LAND
14.	STRATEGIC SB3, ST. BRADES CLOSE, TIVIDALE, OLDBURY, WEST MIDLANDS	FREEHOLD VACANT LAND
15.	70 FAIRWAY GREEN, BILSTON, WEST MIDLANDS WV14 6DE	FREEHOLD VACANT RESIDENTIAL
16.	415 BORDLESLEY GREEN, BIRMINGHAM, B9 5RE	FREEHOLD VACANT COMMERCIAL
17.	CEMETERY LODGE, CEMETERY LANE, HARTSHILL, NUNEATON,	FREEHOLD VACANT RESIDENTIAL
18.	36 BENNETTS ROAD SOUTH, KERESLEY, COVENTRY, CV6 2FP	FREEHOLD COMMERCIAL PREMISES
19.	14 - 18 LISTER STREET, NUNEATON, WARWICKSHIRE CV11 4NX	FREEHOLD VACANT COMMERCIAL
20.	2369 COVENTRY ROAD, SHELDON, BIRMINGHAM, B26 3PN	FREEHOLD VACANT RESIDENTIAL
21.	36 ST. ANNES ROAD, WILLENHALL, WEST MIDLANDS WV13 1ED	FREEHOLD VACANT RESIDENTIAL
22.	25 THOMPSON ROAD, SMETHWICK, WEST MIDLANDS B67 6HY	FREEHOLD VACANT RESIDENTIAL
23.	785 ALUM ROCK ROAD, BIRMINGHAM, B8 2TF	FREEHOLD VACANT RESIDENTIAL
24.	128 FINCHLEY ROAD, BIRMINGHAM, B44 0JH	FREEHOLD VACANT RESIDENTIAL
25.	THE GUILD ARMS (FORMER P.H.), 56 WITTON ROAD, ASTON, B6 6JP	FREEHOLD FORMER PUBLIC HOUSE
26.	THE PEACOCK PUBLIC HOUSE, 25 DARWIN STREET, HIGHGATE,	FREEHOLD FORMER PUBLIC HOUSE
27.	THE NEW QUEENS ARMS, 10 WELLINGTON ROAD, BILSTON, WV14 6AA	FREEHOLD VACANT PUBLIC HOUSE
28.	322 GOSPEL LANE, BIRMINGHAM, B27 7AJ	FREEHOLD VACANT RESIDENTIAL
29.	FLAT 1 60 WINDSOR ROAD, STIRCHLEY, BIRMINGHAM, B30 3DD	LEASEHOLD VACANT RESIDENTIAL
30.	PARADISE NURSERY, STATION STREET EAST, COVENTRY	FREEHOLD VACANT COMMERCIAL
31.	EASTSIDE BUNGALOW, 146 BROOKSIDE AVENUE, WHOBERLEY, COVENTRY,	FREEHOLD VACANT RESIDENTIAL



32.	25 CHARLEWOOD ROAD, HOLBROOKS, COVENTRY, CV6 4EQ	FREEHOLD VACANT CARE HOME
33.	116 FENTON STREET, BRIERLEY HILL, WEST MIDLANDS DY5 3HD	FREEHOLD MIXED VACANT
34.	FLAT 1 PENNYCROFT HOUSE, 30 RATTLE CROFT, BIRMINGHAM, B33 8EE	LEASEHOLD RESIDENTIAL INVESTMENT
35.	14 TUFNELL GROVE, WARD END, BIRMINGHAM, B8 2QR	FREEHOLD VACANT RESIDENTIAL
36.	40 CLAUGHTON ROAD, DUDLEY, WEST MIDLANDS DY2 7EA	FREEHOLD VACANT RESIDENTIAL
37.	6 OAKLANDS ROAD, WOLVERHAMPTON, WV3 ODS	FREEHOLD RESIDENTIAL INVESTMENT
38.	DEVELOPMENT LAND, 63 THORNTHWAITE CLOSE, RUBERY, BIRMINGHAM,	FREEHOLD RESIDENTIAL DEVELOPMENT LAND
39.	LAND BETWEEN 37 AND 51 MONTGOMERY STREET, SPARKBROOK, BIRM B11	FREEHOLD RESIDENTIAL DEVELOPMENT LAND
40.	23 HIGH BROW, HARBORNE, BIRMINGHAM, B17 9EW	FREEHOLD VACANT RESIDENTIAL
41.	81 HIMLEY ROAD, DUDLEY, WEST MIDLANDS DY1 2QF	FREEHOLD VACANT RESIDENTIAL
42.	85 HIMLEY ROAD, DUDLEY, WEST MIDLANDS DY1 2QF	FREEHOLD VACANT RESIDENTIAL
43.	STRATEGIC LAND OFF KENNIFORD CLOSE, SANDWELL, WEST MIDLANDS	FREEHOLD VACANT LAND
44.	5 METCHLEY GROVE, OFF HEATH GREEN ROAD, WINSON GREEN B18 4EZ	FREEHOLD VACANT RESIDENTIAL
45.	FLAT 21 BANBURY HOUSE, 65 SHIRESTONE ROAD, BIRMINGHAM, B33 0BZ	LEASEHOLD VACANT RESIDENTIAL
46.	12 CASTLE HILL, DUDLEY, WEST MIDLANDS DY1 4QQ	FREEHOLD VACANT COMMERCIAL
47.	44 SLIM AVENUE, BRADLEY, BILSTON, WEST MIDLANDS WV14 8RY	LEASEHOLD VACANT RESIDENTIAL
48.	72 BITTERSCOTE LANE, TAMWORTH, STAFFORDSHIRE B78 3LE	FREEHOLD VACANT RESIDENTIAL
49.	117 HARROLD ROAD, ROWLEY REGIS, WEST MIDLANDS B65 ORL	FREEHOLD VACANT RESIDENTIAL
50.	12 TURTONS CROFT, BILSTON, WV14 9YA	FREEHOLD RESIDENTIAL INVESTMENT
51.	11 MARKET PLACE, WILLENHALL, WEST MIDLANDS WV13 2AA	FREEHOLD COMMERCIAL INVESTMENT
52.	169 WALFORD ROAD, SPARKHILL, BIRMINGHAM, B11 1QJ	FREEHOLD COMMERCIAL PREMISES
53.	174 OXHILL ROAD, HANDSWORTH, BIRMINGHAM	FREEHOLD VACANT RESIDENTIAL
54.	79 JUBILEE DRIVE NORTH, KIDDERMINSTER, WORCESTERSHIRE DY11 7JQ	FREEHOLD RESIDENTIAL INVESTMENT
55.	1 THE PARADE, CANNOCK ROAD, WEDNESFIELD, WOLVERHAMPTON	FREEHOLD VACANT COMMERCIAL
56.	UNIT 23D, LOCK HOUSE, DICKENS HEATH	NOT OFFERED, WILL BE IN 31 MARCH 2010 AUCTION
57.	5A & 6 SALOP STREET, WOLVERHAMPTON, WV3 ORX	FREEHOLD MIXED INVESTMENT
58.	UNIT 4 TRADING ESTATE, KELVIN WAY, WEST BROMWICH, WEST MIDS	FREEHOLD VACANT COMMERCIAL
59.	145 SALOP ROAD, OLDBURY, WEST MIDLANDS B68 9PT	FREEHOLD VACANT COMMERCIAL
60.	FGR 28 LANGFORD AVENUE, GREAT BARR	FREEHOLD GROUND RENT
61.	15 TRAFFORD DRIVE, NUNEATON, WARWICKSHIRE CV10 9LP	FREEHOLD RESIDENTIAL INVESTMENT
62.	43 CLIFTON ROAD, NUNEATON, WARWICKSHIRE CV10 8BJ	FREEHOLD RESIDENTIAL INVESTMENT
63.	45 CLIFTON ROAD, NUNEATON, WARWICKSHIRE CV10 8BJ	FREEHOLD RESIDENTIAL INVESTMENT
64.	32, 32A & 32B LEICESTER ROAD, NUNEATON, WARWICKSHIRE CV11 6AD	FREEHOLD RESIDENTIAL INVESTMENT
65.	46 & 46A LEICESTER ROAD, NUNEATON, WARWICKSHIRE CV11 6AD	FREEHOLD RESIDENTIAL INVESTMENT
66.	4 ORCHARD STREET, NUNEATON, WARWICKSHIRE CV11 4BS	FREEHOLD RESIDENTIAL INVESTMENT
67.	3 & 3A GLEBE ROAD, NUNEATON, WARWICKSHIRE CV11 4BJ	FREEHOLD RESIDENTIAL INVESTMENT
68.	4 KING EDWARD ROAD, NUNEATON, WARWICKSHIRE CV11 4BQ	FREEHOLD VACANT RESIDENTIAL
69.	17 LOWTHER STREET, STOKE ON TRENT, ST1 5JE	FREEHOLD VACANT RESIDENTIAL
70.	45 CRESCENT ROAD, DUDLEY, WEST MIDLANDS DY2 0NW	FREEHOLD VACANT RESIDENTIAL
71.	25 BRIDGEFIELD WALK, ROWLEY REGIS	FREEHOLD VACANT RESIDENTIAL
72.	1 SALTLEY COTTAGES, TYBURN ROAD, BIRMINGHAM B24 8HG	FREEHOLD VACANT RESIDENTIAL
73.	224 YARDLEY ROAD, ACOCKS GREEN, BIRMINGHAM B27 6LR	FREEHOLD VACANT RESIDENTIAL
74.	143A NEW JOHN STREET, HALESOWEN	FREEHOLD VACANT COMMERCIAL
75.	APARTMENT 5, 16 REED SQUARE, CASTLE VALE, BIRMINGHAM, B35 7PS	LEASEHOLD RESIDENTIAL INVESTMENT
76.	36 TEALL ROAD, SALTLEY, BIRMINGHAM, B8 1SX	FREEHOLD VACANT RESIDENTIAL

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

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

Auction Manager Alison J. Bosworth

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



IMPORTANT NOTICE

PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

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

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

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

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

- **Credit Card Payments** (Please note we only accept Visa and MasterCard)
(credit card payments are subject to a surcharge of 2%) All cards must be Chip & Pin enabled.

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

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

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

MISREPRESENTATION ACT

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

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





Bethel Chapel, Willenhall Road, Wolverhampton WV1 2HT

Property Description:

A freehold detached chapel constructed in approximately 1890 of brick surmounted by a pitched slate clad roof and having an additional brick built single storey extension with flat roof to the rear. The property occupies a rectangular shaped plot and is situated fronting Willenhall Road opposite the Malt Shovel Public House and adjacent to a public 'park and ride' car park and benefits from a side garden. The property is situated within approximately one mile distance to the east of Wolverhampton City Centre and within approximately four miles distance from the M6 Motorway (junction 10).

Planning:

The property may be considered suitable for various uses subject to obtaining the appropriate planning consent from Wolverhampton City Council Planning Department and it is deemed that all interested parties have

satisfied themselves in respect of any proposals prior to bidding.

Ground Floor:

Chapel Meeting Room: 73.16sq.mtrs (787sq.ft)

Hall/School Room: 61.44sq.mtrs (661sq.ft)

Kitchen: 6.02sq.mtrs (64sq.ft)
Lobby, Store Room and Ladies and

Gents Toilets: 22.5sq.mtrs (242sq.ft)

Outside:

Side garden

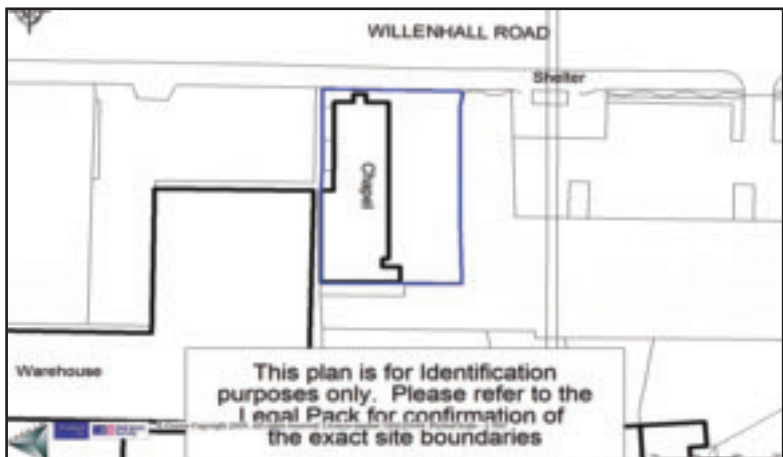
Gross Internal Area: 163.12sq.mtrs (1,755sq.ft)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





33 Coleys Lane, Northfield, Birmingham B31 4AD

Property Description

A semi detached bungalow occupying a generous plot and benefiting from part UPVC double glazed windows, part electric storage heating and garage but requiring complete modernisation and improvement throughout. Coleys Lane is situated off Mill Lane and the property is located within approximately a quarter of a mile distance from Northfield Railway Station and approximately half a mile distance from Bristol Road South (A38) which provides direct access to Northfield Shopping Centre being within approximately one mile distance and Birmingham City Centre being within approximately five miles distance.

Accommodation Ground Floor

Entrance Hall, Reception Hall, Bedroom One (double), Bedroom Two (double), Bathroom with modern suite comprising panelled bath, pedestal wash basin and wc, Lounge opening to Dining Room, Kitchen, Utility Room (previously bathroom), Veranda and Integral Garage

Outside

(Front) Lawned foregarden and tarmacadamed driveway providing ample off road parking and leading to garage
(Rear) Yard and garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



28 Carisbrooke House, Culmington Road, Longbridge, Birmingham B31 4JL

Property Description

A well laid out two bedroom flat situated on the sixth floor of a purpose built block. The property is situated close to the junction with Central Avenue which leads directly off Longbridge Lane and which in turn leads off Bristol Road (A38). The property is within close proximity to the former Longbridge Rover car plant which is undergoing significant redevelopment to include a new town centre, housing and amenities and is also within approximately one quarter of a mile distance from Longbridge Railway Station.

Accommodation Ground Floor

Communal Entrance with Security Door Entry System, Lifts and Stair Access

Sixth Floor

Reception Hall, Two Double Bedrooms, Lounge, Kitchen, Bathroom with panelled bath and pedestal wash basin, Separate WC

Leasehold Information

Term: 125 years from 17th November 1980

Ground Rent: £10 per annum

Service Charge: Refer to legal pack

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





12 Windmill End, Dudley, West Midlands, DY2 9HS

Property Description:

A semi detached property surmounted by interlocking tile clad roof set back from the road behind a paved foregarden. Property benefits from having UPVC double glazed windows, gas fired central heating. Windmill End is located off Vale Road which in turn is found off Derby End Road. The property itself is within approximately three quarters of a mile distance in the main shopping area located in Netherton.

Accommodation

Ground Floor:

Entrance hall, lounge, breakfast kitchen, stairs to:

First floor

landing three bedrooms and bathroom having panel bath with shower over, W.C and wash basin.

Outside:

(Front) Paved foregarden
(Rear) Lawned Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



ADMINISTRATION FEE

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

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





11 Ravenshaw Road, Edgbaston, Birmingham B16 0TE

Property Description

A three bedroom semi detached house set back from the road behind a fore-garden. Ravenshaw Road forms part of a popular and established residential area located between Stanmore Road and City Road (A4040) and within approximately one and a half miles distance to the west of Birmingham City Centre. The property is currently let on a Regulated Tenancy at a Registered Rental of £84 per week (£4,368 per annum) effective from 29th November 2009

Accommodation

Whilst the Auctioneers have not carried out an internal inspection, the rent registration document states that the property benefits from central heating and details the following accommodation:

Ground Floor

Hall, Two Rooms, Kitchen

First Floor

Stairs and Landing, Three rooms, Bathroom with wc

Outside

Front and rear gardens

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Strictly External Viewings only

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





39 Reddicap Hill, Sutton Coldfield, West Midlands B75 7BQ

Property Description

A presentable and much improved mid terraced cottage of traditional brick construction surmounted by a pitched replacement tile clad roof, offered for sale in modernised condition, benefiting from gas fired central heating, UPVC double glazed windows and external doors and modern kitchen and bathroom fitments. The property is situated in a popular residential area and is conveniently located within approximately two thirds of a mile distance from both Good Hope Hospital and Sutton Coldfield Town Centre which provides access to a wide range of retail amenities and services.

Accommodation

Ground Floor

Lounge, Dining Kitchen with a range of modern pine fronted units incorporating built in oven, hob and cooker hood, utility room with a range of fitted units



First Floor

Stairs and Landing with ladder access to a Loft Storage Room, boarded and plastered with Velux window and electricity, Two Bedrooms, Bathroom having modern suite comprising panelled bath having shower over, pedestal wash basin and wc

Outside

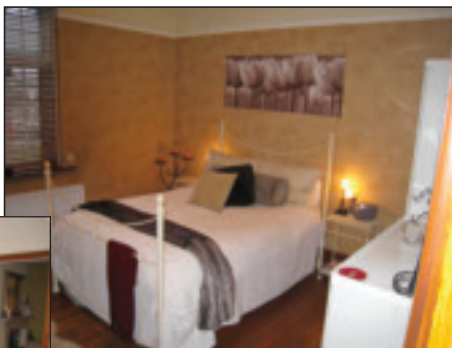
(Rear) Shared pedestrian access, paved yard and raised garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





102 Rathbone Road, Smethwick, West Midlands B67 5JF

Property Description

A semi detached house of rendered brick construction surmounted by a hipped tile clad roof, occupying a corner plot and set back from the road behind a lawned foregarden. The property benefits from part UPVC double glazed windows and gas fired central heating and requires modernisation. Rathbone Road runs between Abbey Road and Norman Road and the property is conveniently within two thirds of a mile distance from Bearwood Shopping Centre which provides access to a wide range of retail amenities and services.

First Floor

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

Outside

(Front) Lawned foregarden extending to the side
(Rear) Overgrown garden

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Entrance Hall with a store cupboard, Front Reception Room, Rear Reception Room, Kitchen with Pantry

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



LOT 8

Freehold Vacant Possession

**53 Cope Street,
Walsall WS3 2AT**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof and forming part of an established and predominantly residential area, conveniently located within approximately half a mile distance to the south of Bloxwich High Street and approximately one and a quarter of a miles distance to the north of Walsall Town Centre. The property provides well laid out accommodation benefiting from three bedrooms.

Accommodation

Ground Floor

Front Reception Room, Inner Hall, Rear Reception Room, Breakfast Kitchen, Shower Room with glazed shower enclosure, vanity wash basin and Separate WC

First Floor

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



Outside

(Rear) Paved yard, shared pedestrian access, neatly lawned garden and a vegetable plot

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 9

Leasehold Investment

**17 Kendal Tower,
Malins Road, Harborne,
Birmingham B17 0JY**

Property Description:

A well laid out third floor flat which forms part of a sixteen storey purpose built block located off Malins Road at the junction with Metchley Lane (B4129). The property is within close proximity to Queen Elizabeth Hospital and Birmingham Women's Hospital, all within approximately one quarter of a mile distance and to the University of Birmingham being within approximately three quarters of a mile distance. Harborne High Street is within a quarter of a mile distance providing access to a wide range of retail amenities and services. The property is currently let on an assured shorthold tenancy at a rental of £500 per calendar month (£6,000 per annum)

Accommodation

Ground Floor

Communal Entrance with access to lifts and stairs

Third Floor

Communal Landing, Reception Hall with two built in cupboards, Two Double Bedrooms, Lounge with balcony, Kitchen, Bathroom with panelled bath having electric shower over, pedestal wash basin, Separate WC



Outside

Communal parking area and surrounding gardens

Leasehold Information

Term: 125 years from 20 March 1989
Ground Rent: £10.00 per annum
Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Leasehold (999 Years) Vacant Possession Share of Freehold Included



83 Wellman Croft, Selly Oak, Birmingham B29 6NR

Property Description

A first floor flat located in a purpose built two storey development benefiting from well laid out accommodation, gas fired central heating and double glazing. The property itself is located on Wellman Croft which runs directly off Lodge Hill Road which in turn is directly between Gibbins Road and Bristol Road (A38). The property is located approximately 3 miles to the South West of Birmingham City Centre.

Accommodation

Ground Floor

Entrance Hall

First Floor

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

with panelled bath, W.C and wash hand basin.

Outside

(Rear)

Gardens and garage in separate block

Tenure

The property is of a Leasehold tenure for a term of 999 years which commenced 25th March 1965 at a peppercorn ground rent. Included in the sale is a share in the freehold interest (Wellman Croft Management (83/89) Limited)

Legal Pack

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



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11 Bachelors Bench, Atherstone, Warwickshire CV9 2AP

Property Description

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof requiring modernisation and improvement throughout. The property forms part of an established residential area and is located off Erdington Road which in turn leads off Coleshill Road and is within approximately half a mile distance from Atherstone Town Centre.

Accommodation

Ground Floor

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

First Floor

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

Outside

(Rear) Yard/Garden and brick stores

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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200/200A Walsall Road, Aldridge, WS9 0JT

Property Description

A terraced commercial unit of traditional brick construction surmounted by a tile clad roof, which is currently subdivided to provide Ground Floor A5 Fish & Chip Shop, Ground Floor Indian Takeaway and First Floor Flat. The property itself is currently let producing a total rental income of £25,000 per annum. The property itself is located close to the junction of Walsall Road (A454) and Bosty Lane (B4154) and is located approximately two miles to the North East of Walsall Town Centre.

Accommodation

Ground Floor

Fish & Chip Shop

Retail/Serving Area: Extending to approximately 30.7sq.mtrs (330sq.ft)

Rear Store/Food Preparation Room:

Extending to approximately 10.1sq.mtrs (109sq.ft)

Included in the Lease for the Fish & Chip Shop is;

First Floor Flat(Not Internally Inspected by the Auctioneer)

Kitchen, Two Rooms, Bathroom and Separate WC

Ground Floor Indian Takeaway

Separate Entrance, Counter/Serving Area, Rear Kitchen

Tenancies

The property is currently let by way of two leases

1. A Full Repairing and Insuring lease incorporating the Ground Floor Fish & Chip Shop together with the First Floor Flat. Currently let by way of a 21 year lease which commenced 29 April 2008 at a current rental of £17,000 per annum. (The flat is currently sub-let)

2. Ground Floor Indian Takeaway: Currently let by way of a 15 year lease which commenced 21 July 2006 at a current rental of £8,000 per annum

Total Rental Income:

£25,000 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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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





Land Off Overbury Close, Northfield, Birmingham B31 2HD

Property Description

A parcel of freehold land located to the rear of a garage yard located off Overbury Close but also sharing a frontage with Watkins Gardens. The site itself extends to approximately 0.27 acres (0.11 hectares.) The land is situated approximately three quarters of a mile from the centre of Northfield and approximately six miles to the south west of Birmingham City Centre.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Declaration:

A member of Cottons declare that they have a vested interest in this lot.

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ADVICE AT THE AUCTION BETWEEN 11.30AM AND 1.30PM





Strategic Land off St. Brades Close, Tividale, Oldbury, West Midlands B69 1NX

Property Description

A strategic parcel of land comprising of a sloping irregular shaped unfenced site extending to an area of approximately 3.21 acres (1.3 hectares). The site forms part of a large area of public open space which is bounded by housing to the North. The land is located approximately 1.5 miles Northwest of junction 2 of the M5 Motorway and 1.6 miles to the Southeast of Dudley Town Centre. The land is approached exiting from the M5 along the A4123 (1.0 miles) then turn left into Tower Road, continue along and turn first left into St Brades Close. Continue to the top of the Close and the land forms part of the open space approximately 35 mtrs from the private drive serving 63-69 St Brades Close.

There are regular bus services in the area and local shops within walking distance.

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

Planning

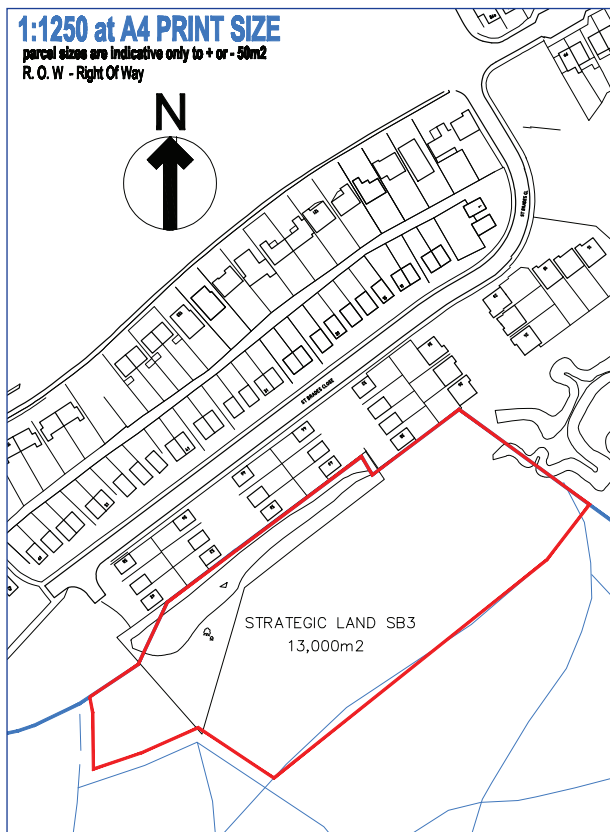
The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

Legal Documents:

Available at www.cottons.co.uk

Viewings:

The site is open for viewings





70 Fairway Green, Bilston, West Midlands WV14 6DE

Property Description:

An end terraced property surmounted by a tile clad roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazed windows and gas fired central heating. Fairway Green is located off Marchant Road which in turn can be found off Greens Lane. The property is within approximately half a miles distance from the main shopping centre located in Bilston.

Accommodation

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby and WC, stairs to first floor

First Floor:

Three Bedrooms and Bathroom having panelled bath wash basin and wc.

Outside:

(Front) Lawned foregarden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

415 Bordesley Green, Bordesley Green, Birmingham B9 5RE

Property Description:

A freehold end terraced property of traditional brick construction surmounted by a tile clad roof and being located on the busy Bordesley Green (B4128). The most recent use of the premises has been office use (A2). The property itself is located on Bordesley Green between Fourth and Fifth Avenue approximately two miles to the East of Birmingham City Centre.

Accommodation

Ground Floor

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

First Floor

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



Outside

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

Note: There is an advertising hoarding on the building, let to J.C.Decaux for a term of five years from 17 July 2008 at a current rent of £1,500 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Cemetery Lodge, Cemetery Lane, Hartshill, Nuneaton, Warwickshire CV10 0SJ

Property Description:

A detached house of rendered brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating and off road parking but requiring modernisation and cosmetic improvement. The property occupies a large plot which extends to an area of 0.193 acres (781sq.mtrs) and provides ample scope for extension of the existing dwelling house (subject to obtaining planning consent). Cemetery Lane leads off Church Road and the property is situated within approximately half a mile distance from local amenities at Chapel End and within approximately two and a half miles distance from Nuneaton Town Centre.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hall, Lounge, Living Room, Breakfast Kitchen

First Floor:

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

Outside:

(Front) Lawned foregarden with concrete driveway to freestanding garage, lawned side garden

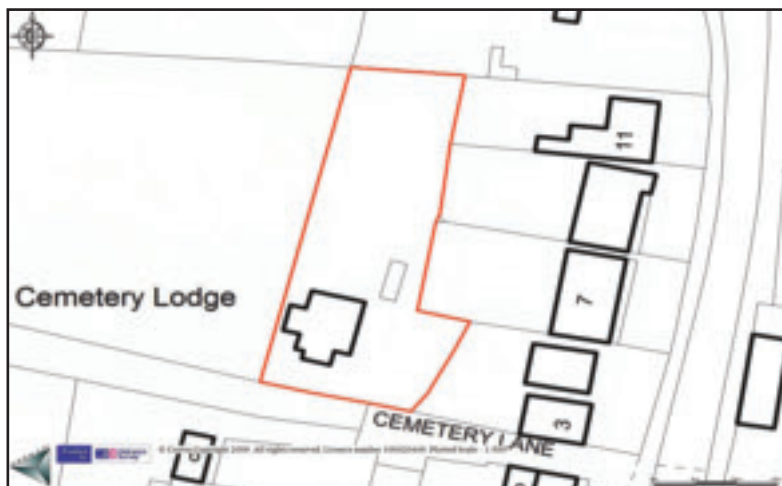
(Rear) Yard with integral store and wc and a large lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





36 Bennetts Road South, Kerseley, Coventry CV6 2FP

Property Description:

A freehold commercial premises comprising of a two storey brick built office building surmounted by a pitched tile clad roof along with a single storey integral ground floor workshop located to the side and rear. The property is set well back from the road behind a concrete forecourt providing off road parking and the office premises benefit from UPVC double glazed windows along with electric heating. Bennetts Road South leads to Kerseley Road (B4098) which provides direct access to Coventry City Centre being within approximately two miles distance to the south. The property is situated in a predominantly residential area.

Accommodation

Office Building:

Ground Floor:

Reception Hall, Front Office, Open Plan Lobby with access to workshop, Disabled Cloak Room with wc and wash basin and Kitchen

First Floor:

Stairs to Open Plan Office

Workshop

Ground Floor

Workshop One with Cloak Room having wc and wash basin, Partitioned Spray Booth, Workshop Two with access to a covered side yard and separate access to a small garden area

Gross Internal Areas:

Office Building:

Ground Floor: 38.65sq.mtrs (416sq.ft)

First Floor: 33.94sq.mtrs (365sq.ft)

Workshop:

Ground Floor: 88.19sq.mtrs (949sq.ft)

Total Gross Internal Area:

160.78sq.mtrs (1,730sq.ft)

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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Auction deposits
may be paid by the following methods

Bank/Building Society draft

Debit/Credit card
(credit card payments subject to a surcharge of 2%)

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

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





14 – 18 Lister Street, Nuneaton, Warwickshire CV11 4NX

Property Description

A traditional two storey property of brick construction surmounted by a pitched tile clad roof along with a substantial single storey wing, garage and covered storage yard located to the rear. The property has most recently been used as a food testing laboratory with office accommodation and may be suitable for a variety of uses, subdivision or redevelopment subject to obtaining planning consent from the local planning department. The property benefits from gas fired central heating and mostly UPVC double glazed windows. Lister Street leads directly off Attleborough Road (B4114) and forms part of an established and predominantly residential area located within approximately half a mile distance to the south east of Nuneaton Town Centre.

Accommodation

Ground Floor

Reception Hall, Cloak Room with wc and wash basin, Reception Office, Workshop One, Workshop Two,

General Office, Corridor, Wash Room with Two Separate WCs (no fittings), Four Separate Laboratories

First Floor

Stairs to Open Plan Office

Outside

Secure gated driveway (with a right of way in favour of the adjoining property) leading to garage/workshop and partly covered storage yard

Gross Internal Areas

Ground Floor: 229sq.mtrs (2,465sq.ft)

First Floor: 39.54sq.mtrs (425sq.ft)

Garage/ Workshop: 61.82sq.mtrs (665sq.ft)

Total Site Area:

506sq.mtrs (0.125 acres)

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





2369 Coventry Road, Sheldon, Birmingham B26 3PN

Property Description

An eight bedroom double fronted three storey semi detached property of rendered brick construction surmounted by a tile clad roof and set back from the road behind a tarmac covered driveway allowing for access and parking for numerous vehicles. The property benefits from having spacious well laid out accommodation and all eight bedrooms have ensuite shower or bath rooms, the property may be suitable for a variety of uses however all interested parties must satisfy themselves in full with Birmingham city council for any proposed plans they may have prior to bidding. The property is located on the Coventry Road (A45) close to the junction with Wells Road. The A45 itself provides direct access to Birmingham International Airport the NEC and Birmingham City Centre.

Accommodation

Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Kitchen, Utility Room, Sun Room, Dining Room, Conservatory, Bedroom 1 with ensuite shower cubicle, WC and wash basin, Bedroom 2 with ensuite shower cubicle, WC and wash basin,

First Floor

Landing
Bedroom 3 with ensuite shower cubicle, WC and wash basin,
Bedroom 4 with ensuite shower cubicle, WC and wash basin,
Bedroom 5 ensuite Bathroom with corner bath, wash basin and WC, stairs to second floor

Second Floor

Landing
Bedroom 6 with ensuite shower cubicle, WC and wash basin
Bedroom 7 with ensuite shower cubicle, WC and wash basin
Bedroom 8 with ensuite shower cubicle, WC and wash basin

Outside

(Front) - Tarmac driveway allowing for off parking for numerous vehicles
Rear) - Large lawned garden

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

ID

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

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

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



LOT 21**Freehold Vacant Possession**

**36 St Annes Road,
Willenhall, West
Midlands WV13 1ED**

Property Description

A mid terraced property of rendered brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. St Annes Road is a continuation of Thorn Road which in turn can be found off Wellington Place (B4484), and the property is approximately within half a miles distance from Willenhall Centre.

Accommodation**Ground Floor**

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

First Floor

Three Bedrooms

Outside

(Front) - Walled foregarden
(Rear) - Garden

**Legal Documents:**

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

LOT 22**Freehold Vacant Possession**

**25 Thompson Road,
Smethwick, West
Midlands B67 6HY**

Property Description:

A mid terraced house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a walled foregarden and benefiting from UPVC double glazed windows and three bedrooms. Thompson Road leads directly off Church Road which in turn leads off Bearwood Road (A4030) and the property is conveniently within approximately three quarters of a mile distance from Bearwood Shopping Centre which provides access to a wide range of retail amenities and services.

Accommodation**Ground Floor**

Entrance Hall, Lounge, Breakfast Kitchen, Veranda, Separate WC

First Floor

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

**Outside**

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk





785 Alum Rock Road, Birmingham B8 2TF

Property Description

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a foregarden and benefiting from part gas fired central heating. The property is situated opposite the junction with Woodwells Road and forms part of an established residential area.

Accommodation

Ground Floor

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall/Utility with wc

First Floor

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

Outside

Front and rear gardens

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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128 Finchley Road, Kingstanding, Birmingham B44 0JH

Property Description

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating, three bedrooms and is offered for sale in presentable condition, however does require carpeting throughout. The property is situated close to the junction with Edmonton Avenue and Finchley Road leads directly off Kings Road (B4149) providing direct access to both Kingstanding and New Oscott Shopping Centres both within approximately three quarters of a mile distance.

Bathroom with modern suite comprising panelled bath, pedestal wash basin and wc.

Outside

(Front) Lawned foregarden set behind a hedge
(Rear) Shared pedestrian access to yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

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

First Floor

Stairs and Landing, Three Bedrooms,





The Guild Arms (Former Public House), 56 Witton Road, Aston, Birmingham B6 6JP

Property Description

An imposing former public house of brick construction surmounted by a pitched slate clad roof prominently situated at the junction with Ettington Road. The property forms part of an established residential area predominantly containing a range of traditional housing and Witton Road is located off Birchfield Road (A34) and within approximately two miles distance to the north of Birmingham City Centre.

Planning

The property benefits from a planning consent (App. No. C/00366/08/FUL) for conversion of the existing building and new build scheme to provide 5 residential apartments and 1 ground floor retail unit. This extant planning consent requires control of the yard area to implement the scheme in accordance with the approved drawings. Please note the yard area to the rear of the property is not included in the freehold sale.

The property may be suitable for a variety of alternate uses or redevelopment subject to obtaining planning consent from the local planning department at Birmingham City Council and it is assumed that all interested parties have discussed their proposals prior to bidding.

Accommodation

Ground Floor

Reception Hall, Two Large Bar Areas, Former Kitchen (no fittings), Two Toilets (no fittings), Lean to Garage/Store

First Floor

Stairs and Landing to various Partitioned Rooms

Second Floor

Stairs and Landing, Six Rooms

Third Floor

Stairs and Landing, Two Rooms

Outside

Pedestrian Right of way located immediately to the rear of the building. Please note the property excludes the rear yard area.

Gross Internal Areas

Ground Floor: 191.68sq.mtrs (2,057sq.ft)

Lean to Garage/Store: 35.9sq.mtrs (386sq.ft)

First Floor: 162.79sq.mtrs (1,752sq.ft)

Second Floor: 139.26sq.mtrs (1,499sq.ft)

Third Floor: 47.02sq.mtrs (506sq.ft)

Total: 576.65sq.mtrs (6,207sq.ft)

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Note:

The property is in a poor internal state of repair. All interested parties viewing must do so with utmost caution and entirely at their own risk. Neither the vendors nor the auctioneers accept liability for any injury caused.





The Peacock Public House, 25 Darwin Street, Highgate, Birmingham B12 0TY

Description:

A two storey detached former public house of rendered brick construction and pitched roof set behind a parapet wall and occupying a corner plot prominently situated at the junction with Darwin Street and Dymoke Street. Darwin Street leads off Leopold Street which in turn provides access to both Alcester Street and Highgate Middleway (A4540). The property is within approximately one quarter of a mile distance from Digbeth and within approximately three quarters of a mile distance from Birmingham City Centre. The immediate surrounding area contains a range of industrial properties and residential flats and housing.

Planning:

There are no planning records relating to this property contained on Birmingham City Council website and it is therefore assumed that the former use as a public house was lawful. The property may be suitable for change of use and all interested parties should contact the local planning department to satisfy themselves of any planning matters prior to bidding.

Accommodation

Not inspected

Important Note:

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place.

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

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Viewings – No viewing access available





The New Queens Arms, 10 Wellington Road, Bilston, West Midlands WV14 6AA

Property Description

A two storey freehold public house of traditional brick construction having rendered elevations and surmounted by a pitched tile clad roof. The property is situated close to the junction with Short Street which we understand provides rear vehicular delivery access. The property benefits from UPVC double glazed windows and gas fired central heating. The property is surrounded by a large residential catchment area and Wellington Road (A41) contains a wide range of local retail shops and services. Wolverhampton City Centre lies within approximately two miles distance to the North West.

Accommodation

Ground Floor

Entrance Hall, Lounge opening to Bar, Rear Bar Area with Cellar access having Three Rooms, Lobby, Drinks Store, Ladies and Gents Toilets

First Floor

Inner Hall, Stairs and Landing to Living Accommodation, Shower Room with shower cubicle, wash basin and wc, Store/Office, Bedroom One (double), Bedroom Two (small double), Lounge opening to Dining Kitchen

Outside

Rear Yard with vehicular gated access

Gross Internal Area:

Ground Floor: 143sq.mtrs (1,541sq.ft)

Cellar: 52.74sq.mtrs (567sq.ft)

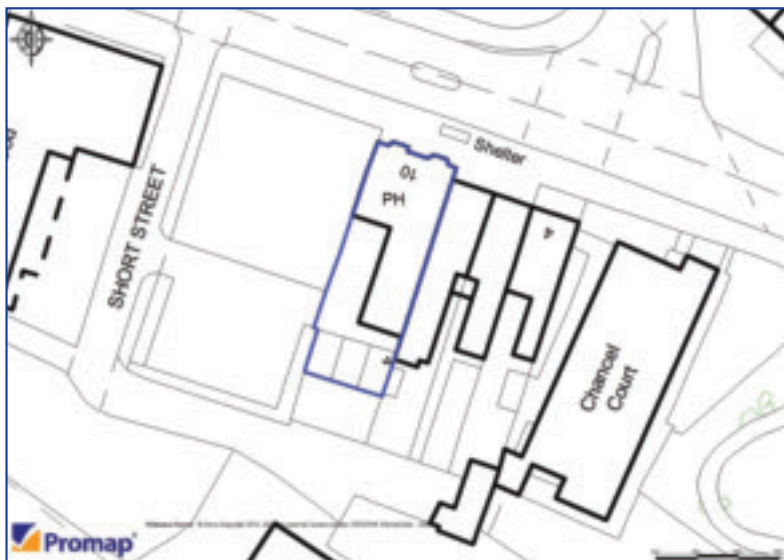
First Floor: 85.95sq.mtrs (925sq.ft)

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





322 Gospel Lane, Birmingham B27 7AJ

Property Description

A traditional mid terraced house of part rendered brick construction surmounted by a pitched tile clad roof and benefiting from mostly UPVC double glazed windows. The property is situated in an established residential area on the outskirts of the Solihull Borough and Gospel Lane leads via Redstone Farm Road off Solihull Lane (B4025). Solihull Town Centre lies within approximately two and a half miles distance to the east.

Accommodation

Ground Floor

Entrance Hall, Front Reception Room, Kitchen, Shower Room with shower, pedestal wash basin and wc, Veranda

First Floor

Stairs and Landing, Three Bedrooms

Outside

(Front) Foregarden
(Rear) Long garden with rear pedestrian access

Legal Documents

Available at www.cottons.co.uk

Viewings:

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Flat 1 Block 60 Windsor Road, Stirchley, Birmingham B30 3DD

Property Description

A three bedroom ground floor flat situated in a purpose built block set back from the road behind communal lawned gardens. The flat benefits from having well laid out accommodation, UPVC double glazing, gas fired central heating. The property further benefits from having a large allocated rear garden. Windsor Road is located off Fordhouse Lane (A4040) close to the junction with Pershore Road (A441). The flat is within approximately half a miles distance from the main shopping area located in Cotteridge.

Accommodation

Ground Floor

Communal Entrance Hallway, Entrance Hallway, Kitchen, Utility Room, Lounge, three Bedrooms and Bathroom having corner bath, WC and wash basin.

Outside

(Front) Communal lawned garden
(Rear) Private lawned garden and brick built store

Leasehold Details

Term - 125 years from 23 May 2005
Ground Rent - Refer To Legal Pack
Service Charge - Refer to Legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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Paradise Nursery, Station Street East, Coventry CV6 5FR

Property Description

A valuable opportunity to purchase a former nursery/school premises of traditional brick construction surmounted by a multi pitched tile clad roof. The property occupies an irregular shape site extending to a total area of approximately 0.6 acres (2,428sq.mtrs). The site has frontages to Station Street East, Broad Street and Princess Street and may offer some redevelopment potential subject to obtaining planning consent from the local planning department at Coventry City Council. The property is situated in an established area predominantly containing a range of Victorian terraced housing along with various commercial and industrial properties. Station Street East is located directly between Foleshill Road (B4113) and Stoney Stanton Road (B4109) and within approximately one miles distance to the north of Coventry City Centre.

Planning

The property currently has the benefit of D1 Planning Consent (Use Classes Order) and as such has consent for a variety of uses including Clinics and Health Centres, Crèches, Day Nurseries and Day Centres, Non Residential Education and Training Centres, Places of Worship, Religious Instruction and Church Halls. The property may further be considered suitable for various alternate uses and all interested parties should make their own enquiries prior to bidding with the

local planning department at Coventry City Council to satisfy themselves as to the viability of any proposed scheme.

Accommodation

The property comprises twelve separate rooms with ancillary accommodation laid out over the ground floor. The property is in need of repair and renovation throughout.

Total Net Internal Area: 340.74sq.mtrs (3,667sq.ft)

Note:

A detailed plan of the accommodation is available from the auctioneers

Outside

(Front) Forecourt with side access to rear

(Rear) Playground/yard areas with sizable car park having vehicular access off Broad Street

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Note: The property is in a poor state of repair and all parties viewing this property must do so with utmost caution and entirely at their own risk. Neither the vendors nor auctioneers accept any liability for any injury which may be caused. Any persons wishing to view are advised to bring a torch.



COTTONS
THE AUCTIONEERS





Description:

A freehold Care Home comprising a substantial residential property set back behind a lawned foregarden and surmounted by a pitched tile clad roof. The property provides extensive and flexible accommodation which has potential for 10 bedrooms along with ancillary accommodation and benefits from gas fired central heating and UPVC framed windows with double glazed sealed units (not fitted), a mains fitted fire detection system and emergency lighting. Charlewood Road forms part of a predominantly residential area and is located off Beake Avenue which in turn leads off Radford Road (B4098) and provides access to Coventry City Centre being within approximately two miles distance to the south.

Planning

Records contained on the website for Coventry City Council Planning Department state that the property

was used as a Children's Home prior to consent being granted on 29 March 1988 (Ref: S/1988/0112) for change of use from a Children's Home to Bed Sitting Rooms for disabled persons (Ground Floor) and able bodied carers (First Floor). The property may be suitable for a variety of alternate uses and all interested parties should contact the Planning Department at Coventry City Council prior to bidding to discuss the viability of any proposals.

Accommodation

Ground Floor

Reception Hall with Store Cupboard and Cloak Room with wc and wash basin, Bedroom One (double) with En-suite Shower Room having wc and wash basin, Bedroom Two (double) with En-suite Shower Room having wc and wash basin, Bedroom Three/ Lounge, Large Kitchen with extensive range of modern laminate units, Secondary Reception Hall, Bedroom

Eastside Bungalow, 146 Brookside Avenue, Whoberley, Coventry CV5 8AP

Property Description

A semi detached bungalow set back from the road behind a foregarden and accessed by way of a small service road which leads off Brookside Avenue. The property benefits from gas fired central heating and is situated in a predominantly residential area located off Allesley Old Road and conveniently within approximately one and a half miles distance to the west of Coventry City Centre.

Accommodation

Ground Floor

Entrance Hall, Lounge/Dining Room, Kitchen, Inner Hallway, Three Bedrooms, Cloak Room with wc and wash basin, Bathroom with wc and wash basin only (no bath)

Outside

(Front) Lawned foregarden with paved driveway leading to integral garage
(Rear) Pedestrian gated side access with lawned garden and brick store

Legal Documents:

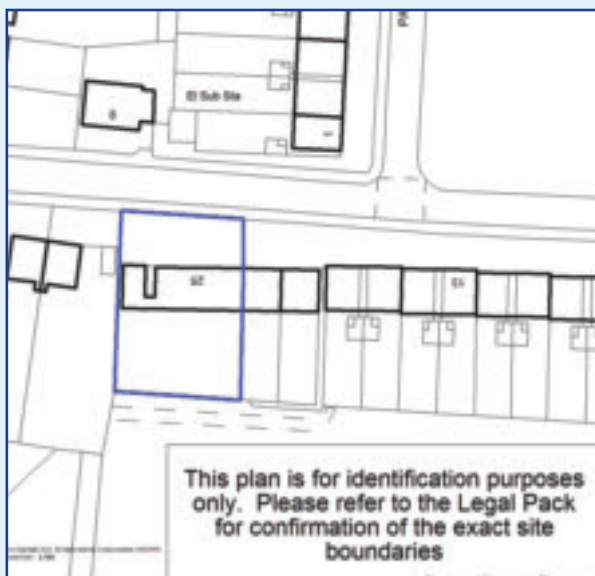
Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



25 Charlewood Road, Holbrooks, Coventry CV6 4EQ



Four (double) with En-suite Shower Room having wc and wash basin

First Floor: 144sq.mtrs (1,550sq.ft)
Total: 305sq.mtrs (3,284sq.ft)

First Floor

Twin Stairs and Landing, Bedroom Five (large double), Bathroom One with panelled bath, pedestal wash basin and wc, Bedroom Six (double) with En-suite Bathroom having panelled bath, pedestal wash basin and wc, Bedroom Seven (double), Bedroom Eight (double), Bedroom Nine (double), Bedroom Ten/Office (single), Kitchen, Bathroom Two with panelled bath and 2 x wash basins, Bathroom Three with panelled bath, wash basin and wc

Note:

Whilst the property benefits from UPVC double glazed windows, the glazing has been replaced by wooden security panels whilst the property remains vacant. The glazing appears to be stored on site and the buyer will be responsible to reinstall this following completion

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Outside

(Front) Lawned foregarden and driveway leading to integral garage
(Rear) Pedestrian side gated access to full width garden and patio

Gross Internal Area

Ground Floor: 161sq.mtrs (1,734sq.ft)



COTTONS
THE AUCTIONEERS





116 Fenton Street, Brierley Hill, West Midlands DY5 3HD

Property Description:

The property comprises of a ground floor retail premises which has previously traded as a convenience store together with a recently refurbished self contained two bedroom flat to the first floor. The property is of part rendered brick construction and surmounted by a tile clad roof. The ground floor retail unit benefits from having double glazed shop front with electric roller shutter, separate store room, kitchen and bathroom. The first floor flat benefits from having recently been refurbished to included modern kitchen and bathroom fitments and is in presentable condition throughout. Fenton Street is located off Street More Street which can be found off High Street (A461).

Accommodation

Ground Floor (Retail Shop):

Retail area extending to approximately 42.8 sq metres (461 sq ft), Rear Store

Room, Kitchen/Diner and Bathroom having panelled bath, wash basin and WC

First Floor Flat:

(accessed from a separate entry on the ground floor)

Kitchen/Reception Room, Two Bedrooms and Shower Room having shower cubicle, WC and wash basin

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LG LEX ALLAN & GROVE

Flat 1, Pennycroft House, 30 Rattlecroft, Birmingham, B33 8EE

Property Description:

A one bedroom flat situated on the ground floor of substantial purpose built block. The property benefits from having gas fired central heating. Rattlecroft is located off Manor Road which in turn is found off Station Road (A4040) and is approximately within a quarter of a mile from Stechford Retail Park and approximately within one miles distance from Birmingham Heartlands Hospital. The flat is currently let on an assured shorthold tenancy agreement producing a total rental of £110 per week (£5720 per annum).

Accommodation

Ground floor:

Communal Entrance Hall with security door entry system, Entrance Hallway, Lounge, Kitchen, Bedroom and Bathroom having panel bath, pedestal wash hand basin, W.C.



Leasehold information:

Term 125 years from 12th September 1983

Ground Rent: £10 pound per annum

Service Charge: refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



14 Tufnell Grove, Ward End, Birmingham B8 2QR

Property Description:

An end terraced house of brick construction surmounted by a hipped roof and benefiting from UPVC double glazed windows and gas fired central heating. The property has a side garden which provides scope for extension (subject to obtaining planning consent) and is situated in a cul-de-sac located off Northleigh Road which in turn leads off Ward End Road.

Accommodation

Ground Floor:

UPVC Double Glazed Porch, Entrance Hall, Front Reception Room, Extended Dining Kitchen

First Floor:

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

Outside:

(Front) Garden, pedestrian access to side

(Rear) Garden extending to the side

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





40 Claughton Road, Dudley, West Midlands DY2 7EA

Property Description

A double fronted detached property of rendered brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden with a detached brick built garage adjacent. The property benefits from having spacious well laid out accommodation and includes UPVC double glazing and gas fired central heating. Claughton Road is located off Caroline Street which in turn is found off St Johns Road. The property is within a quarter of a miles distance from the main shopping area in Dudley.

Accommodation

Ground Floor

Entrance Hallway, Front Lounge, Dining Room, Rear Lounge, Kitchen, Rear Hallway, WC, stairs to first floor

First Floor

Four Bedrooms, Store Room and Bathroom having corner bath, WC and wash hand basin.

Outside

(Front) Walled foregarden and detached brick built garage adjacent
(Rear) Lawned garden and brick built store

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

ID

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

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

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

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6 Oaklands Road, Wolverhampton WV3 0DS

Property Description:

A substantial three storey dwelling house of traditional brick construction surmounted by a pitched tile clad roof and set back from the road behind a small partly walled foregarden. The property is currently let as a house in multiple occupation (HMO) having eight rooms with a shared kitchen and bath/shower room facilities. Oaklands Road is situated directly off Penn Road (A449) and the property is conveniently within approximately half a mile distance to the south of Wolverhampton City Centre. We understand that the property is currently let on Assured Shorthold tenancies as follows:

Room One:	Vacant
Room Two:	£55 per week
Room Three:	£55 per week
Room Four:	£60 per week
Room Five:	£60 per week
Room Six:	£55 per week
Room Seven:	£55 per week
Room Eight:	£35 per week

Total Current Rental Income:

£375 per week (£19,500 per annum)

Potential Rental Income:

(when fully let) £21,580 per annum approximately

Note: Whilst the receivers understand that the information relating to both the tenancies and rental is correct, no warranties can be provided to this effect and all interested parties are strongly advised to make their own inquiries.

Accommodation:

Ground Floor:

Reception Hall, Three Letting Rooms, Rear Entrance Hall with Shower off and Shared Kitchen

First Floor:

Stairs and Landing, Three Letting Rooms and Bathroom with panelled bath, pedestal wash basin and wc, Separate WC and Shared Kitchen

Second Floor:

Stairs and Landing, Small Kitchenette and Two Letting Rooms

Outside:

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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

Property Description

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

Planning

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

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

Important Note:

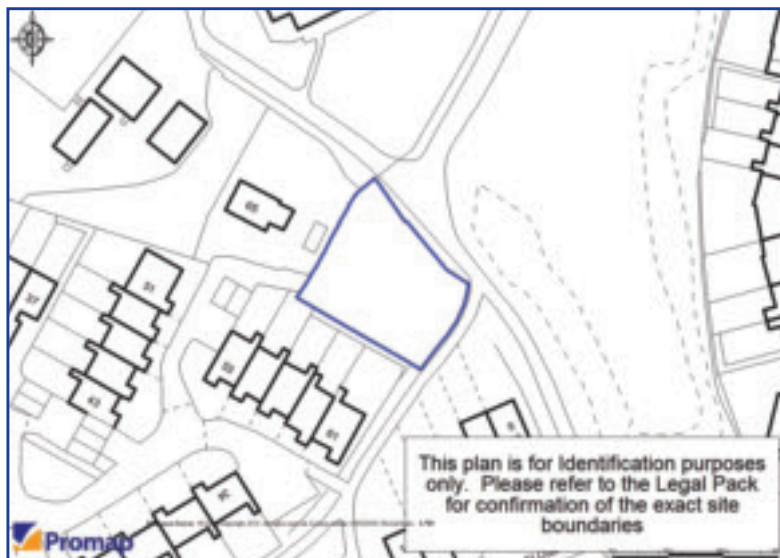
The land is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether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

Legal Documents

Available at www.cottons.co.uk

Viewings

external viewing access available





Land between 37 and 51 Montgomery Street, Sparkbrook B11 1EN

Description:

A parcel of freehold land rectangular in shape situated fronting Montgomery Street between numbers 37 and 51. The site extends to an area of approximately 0.15 acres (632sq.mtrs) and benefits from planning consent for the erection of five, three storey dwelling houses. Montgomery Street forms part of an established area and is located off Anderton Road which in turn leads off Golden Hillock Road.

Planning:

The site benefits from planning consent granted by Birmingham City Council (Ref: S/06256/08/FUL and dated 29th January 2009) for the erection of five, three storey terraced dwelling houses. The plans approved with the application detail five houses each containing the following accommodation:

Proposed Accommodation Ground Floor

Kitchen, Hallway, Cloak Room with wc and wash basin, Lounge/Dining Room

First Floor

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

Second Floor

Stairs and Landing, Bedroom Three (double), Bedroom Four (single), Shower Room with shower, wash basin and wc

Outside

(Rear) Garden

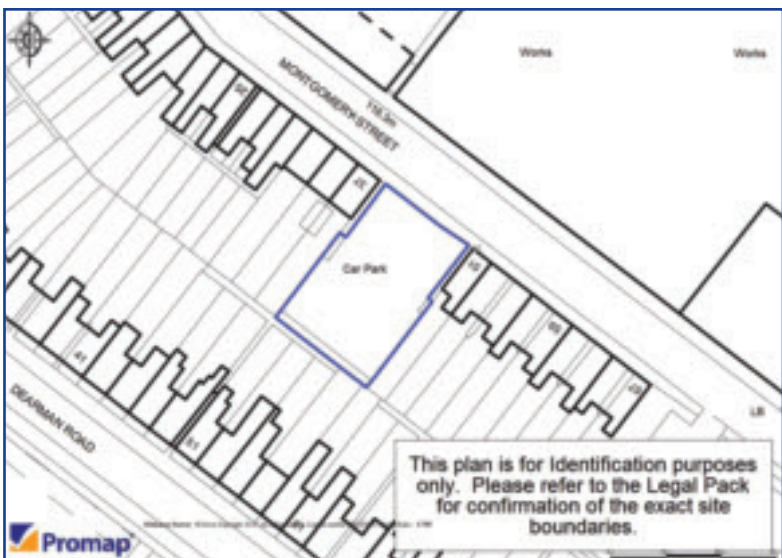
A copy of the planning consent and Architect's drawings are available for inspection from the Auctioneers' offices

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Inspection





23 High Brow. Harborne, Birmingham B17 9EW

Property Description

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and driveway giving access to off road parking. The property benefits from having UPVC double glazed windows, however does require modernisation and improvement. High Brow is set in an established residential area and is located off Carless Avenue and North Gate. The property is within approximately half a miles distance from Harborne High Street.

First Floor

Three Bedrooms and WC with low level WC and wash hand basin.

Outside

(Front) Lawned foregarden and paved driveway giving access to off road parking.

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Bathroom with panelled bath, wash hand basin and WC. Stairs to first floor.

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:

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- Credit Card Payments

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

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81 Himley Road, Dudley, West Midlands DY1 2QF

Property Description:

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

Accommodation:

External side access to:

Basement Flat

Reception Hall, Two Rooms, Kitchen and Shower Room

Ground Floor:

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

First Floor:

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

Second Floor

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

Outside:

(Front) Foregarden
(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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85 Himley Road, Dudley, West Midlands DY1 2QF

Property Description:

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

Accommodation:

Basement

Storeroom

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

Ground Floor

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

First Floor:

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

Second Floor

Stairs and Landing, Two Further Bedrooms

Outside:

(Front) Foregarden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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Strategic Land Off Kennford Close, Rowley Regis, West Midlands B69 9SF

Property Description

A parcel of land comprising of a sloping irregular shaped unfenced site of about 3 acres (1.2 hectares). The site forms part of a large area of public open space which is bounded by housing to the south and being immediately adjacent to the rear of 21-25 Kennford Close and 20-24, 29 and 31 Wadham Close, Rowley Regis.

Access is gained across open land on Portway Hill or via the public footpath in front of 38-42 Midhill Drive. The land is located approximately 1.5 miles Northwest of junction 2 of the M5 Motorway and 1.6 miles Southeast of Dudley Town Centre.

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

Planning

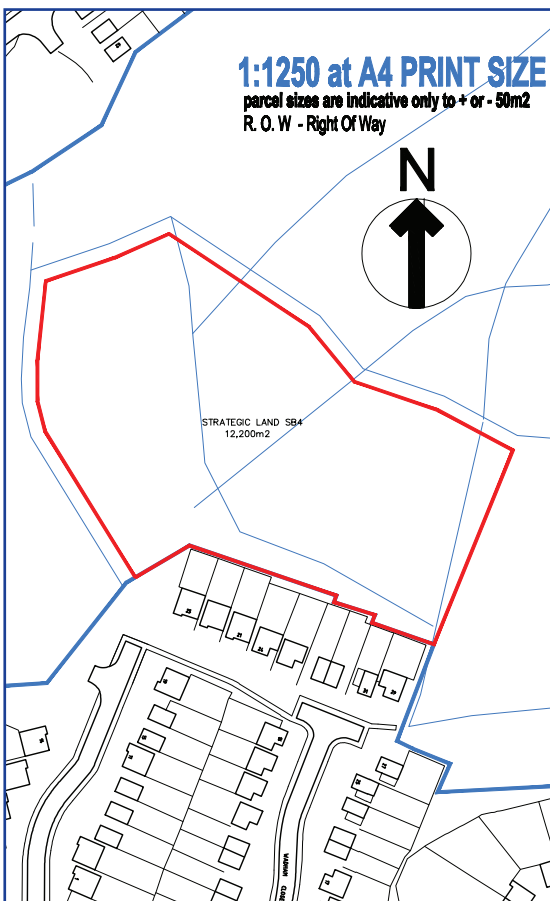
The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

Legal Documents:

Available at www.cottons.co.uk

Viewings:

The site is open for viewings



LOT 44

Freehold Vacant Possession

5 Metchley Grove, Off Heath Green Road, Winson Green B18 4EZ

Property Description

A traditional terraced house of brick construction surmounted by a pitched slate clad roof, set back behind a foregarden. The property is situated off Heath Green Road which in turn leads off Dudley Road (A457). City Hospital is within approximately half a mile distance and Birmingham City Centre is within approximately one mile distance.

Accommodation

Ground Floor

Front Reception Room, Inner Hallway, Rear Reception Room, Kitchen

First Floor

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

Outside

(Front) Foregarden
(Rear) Yard area



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note: The address contained in the Land Registry Title document for this property is 5 r/o 50 Heath Green Road, Winson Green, B18 4EZ

LOT 45

Leasehold Vacant Possession



Flat 21 Banbury House, 65 Shirestone Road, Tile Cross, Birmingham B33 0BZ

Property Description

A two bedroom flat situated on the third floor of a purpose built block set back from the main road behind communal lawned gardens and communal parking area. The flat benefits from having well laid out accommodation, UPVC glazing, gas fired central heating and modern kitchen fitments. Shirestone Road is located between Tile Cross Road and St Giles Road.

Accommodation

Ground Floor

Communal Entrance and stairs

Third Floor

Entrance Hallway, WC, Lounge, Two Bedrooms, Kitchen and Bathroom having panelled bath and pedestal wash basin

Outside

Communal gardens and parking

Leasehold Information

Term – 125 years from 19 April 2004
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





12 Castle Hill, Dudley, West Midlands, DY1 4QQ

Property Description

A semi detached commercial property of traditional brick construction surmounted by a flat roof and being located virtually adjacent to the main entrance to Dudley Zoo.

The property benefits from planning consent for a change of use from vacant ground floor shop (A1) to restaurant (A3). Castle Hill is located between The Broadway and Dudley Southern Bypass (A461) north east of Dudley Town Centre

Accommodation Ground Floor

Retail shop/serving area, extending to approximately 69.4 sq.mtrs (747 sq.ft), Kitchen.

First Floor

Office 1 extending to approx 19.0 sq.mtrs (204 sq.ft)

Office 2 extending to approx 14.8 sq.mtrs (159 sq.ft)

Office 3 extending to approx 17.3 sq.mtrs (187 sq.ft)

2x Separate W.C

Total Floor Area

12.5 sq.mtrs (1297 sq.ft)

Outside (rear);

car parking for 6 cars

Planning

The property benefits from planning consent granted on 16 October 2009 by Dudley Metropolitan Borough Council for a change of use from vacant ground floor shop (A1) to restaurant (A3) with proposed fume extraction (Application reference P09 / 1136)

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



**44 Slim Avenue,
Bradley, Bilston, West
Midlands WV14 8RY**

Property Description

A well laid out duplex maisonette situated on the first and second floors of a three storey block constructed of brick and surmounted by a pitched tile clad roof. The property benefits from gas fired central heating, UPVC double glazed windows and three bedrooms. Slim Avenue is situated off Hill Street and within approximately one mile distance to the south of Bilston High Street.

Accommodation

Ground Floor

Reception Hall with Store Room

First Floor

Stairs and Landing, Lounge, Breakfast Kitchen, Bathroom with panelled bath having electric shower over, wash basin and Separate WC

Second Floor

Stairs and Landing, Three Bedrooms

Outside

Communal Gardens



Leasehold Information

Term: 125 years from 19 March 2007

Ground Rent: Refer to legal pack

Legal Documents

Available at www.cottons.co.uk

Viewings:

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**72 Bitterscote Lane, Tamworth,
Staffordshire B78 3LE**

Property Description

A presentable and much improved semi detached house set back from the road behind a block paved forecourt and benefiting from gas fired central heating, UPVC double glazed windows and external doors, modern kitchen and bathroom fittings, redecoration and partly tiled / laminate flooring. The property is situated overlooking public open space and Bitterscote Lane leads off Sutton Avenue which in turn leads off Fazeley Road (A4091). The property is conveniently within approximately half a mile distance from Ventura Retail Park providing access to a wide range of retail amenities and services.

Accommodation
Ground Floor

Reception Hall, Lounge, Dining Room, Breakfast Kitchen with a range of modern fitted units including built in oven, hob and cooker hood

First Floor

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

Outside

(Front) Block paved forecourt

(Rear) Pedestrian side access to a paved rear garden and stores/shed

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





117 Harrold Road, Rowley Regis, West Midlands B65 0RL

Property Description

A newly constructed detached house of cavity brick construction surmounted by a pitched tile clad roof forming part of a small private development located to the western end of Harrold Road. The property provides well laid out accommodation benefiting from gas fired central heating, UPVC double glazed windows and external doors, a range of attractive kitchen units and garage. The property has remained unoccupied since construction and further benefits from a 10 year Architects certificate relating to the construction of the property. Harrold Road leads off Pennycricket Lane which in turn leads off Birchfield Lane and the property is conveniently within approximately one mile distance from both Black Heath Town Centre and the M5 Motorway (junction 2)

Accommodation

Ground Floor

Reception Hall, Cloak Room with pedestal wash basin and wc, Dining Kitchen with attractive range of units including built in oven, hob and cooker hood, Full Width Lounge

First Floor

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

Outside

(Front) Lawned foregarden and block paved driveway providing off road parking and leading to Garage (Rear) Pedestrian side access to yard and garden

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





12 Turtons Croft, Bilston, West Midlands WV14 9YA

Property Description

A modern detached house of cavity brick construction surmounted by a pitched tile clad roof, set back behind a lawned foregarden and forming part of a popular residential estate. Turtons Croft comprises of a cul-de-sac which leads off Overfield Drive and which in turn leads off the Black Country Route (A463). The property benefits from gas fired central heating and is currently let on an Assured Shorthold Tenancy at a rental of £650 per calendar month (£7,800 per annum)

Accommodation Ground Floor

Reception Hall, Lounge, Dining Room, Conservatory, Kitchen, Utility Room and Cloak Room with wc

First Floor

Stairs and Landing, Four Bedrooms and Bathroom

Outside

(Front) Lawned foregarden and tarmacadamed driveway leading to integral garage
(Rear) Pedestrian side access to rear garden

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

DEPOSITS AND ADMINISTRATION FEE

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

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- Debit Card Payments

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- 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





11 Market Place, Willenhall, West Midlands WV13 2AA

Property Description

A three storey retail shop with ancillary accommodation over and of traditional brick construction surmounted by a pitched roof. The property overlooks Market Place where markets are regularly held every Wednesday, Friday and Saturday. The property forms part of Willenhall Town Centre which contains a wide range of retail amenities, servicing the local catchment area.

Rental Income

The property has been let to the existing tenant trading as SPORTSLINE for a number of years on a lease which has expired and the tenant is currently holding over.

Rental: £4,000 per annum

Accommodation

Ground Floor

Retail Shop: 30sq.mtrs (322sq.ft)
Store Room: 3.82sq.mtrs (41.17sq.ft)
Rear Entrance Hall

First Floor

Stairs and Landing, Two Separate Rooms and a wc

Second Floor

Stairs to Two Separate Rooms (not inspected)

Outside

(Rear) 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



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



169 Walford Road, Sparkhill, Birmingham B11 1QJ

Property Description

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

Accommodation

Not Inspected

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

the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

The Auctioneers have had sight of a lease dated 14th June 2005 for a term of 10 years at an initial rental of £18,200 per annum. A rent review was due on the third anniversary of the lease (14th June 2008) but the Auctioneers have not had sight of any rent review memorandum and hence are unable to confirm any details in this respect

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





174 Oxhill Road, Handsworth, Birmingham B21 8ER

Property Description

A presentable and extended semi detached house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a forecourt and wide verge area. The property provides well laid out accommodation which includes three reception rooms and benefits from UPVC double glazed windows and external doors, gas fired central heating, modern kitchen and bathroom fittings, laminate flooring to all ground floor rooms and off road parking. Oxhill Road forms part of an established residential area on the Handsworth/ Handsworth Wood Borders and the property is conveniently within approximately half a mile distance from Soho Road which provides access to a wide range of retail shops and amenities.

Accommodation

Ground Floor

Vestibule Porch, Reception Hall, Lounge, Sitting Room, Dining Room opening to Kitchen having extensive range of modern wooden effect units with integrated oven, hob, cooker hood, fridge, freezer and dishwasher

First Floor

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

Outside

(Front) Shared driveway to block paved forecourt providing off road parking
(Rear) Partly lawned/partly paved garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





79 Jubilee Drive North, Kidderminster, Worcester DY11 7JQ

Property Description

A semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. Jubilee Drive North is located off Goldthorn Road which in turn can be found off Stourport Road (A451) which in turn gives direct access into Kidderminster Town Centre being within approximately half a miles distance. The property is currently let on an Assured Shorthold Tenancy producing a rental of £575 per month (£6,900 per annum).

Accommodation

Ground Floor
Entrance Hallway, Through Lounge, Kitchen. Stairs to first floor.

First Floor

Landing, Three Bedrooms and a Shower Room having shower cubicle, WC and wash hand basin.

Outside

(Front) Lawned foregarden
(Rear) Lawned garden

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

ID & REGISTRATION

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

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

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

Thank you in advance for your co-operation.

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

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E-mail: auctions@cottons.co.uk



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

Property Description

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

The Parade is located on Cannock Road (A460) close to the junction with Blackhalve Lane (B4156) approximately two and a quarter miles to the north east of Wolverhampton City Centre

Accommodation

Ground Floor

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

Legal Documents :


Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

--- Legal Documents Online ---



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

Service Provided By The Essential Information Group Ltd
www.eigroup.co.uk 0870 112 30 40

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



Leasehold Retail/Office Unit For sale by instructions of The Mortgagees (Not In Possession)



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

Property Description

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

Accommodation

The Auctioneers have not carried out internal inspection.

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

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

Leasehold Information

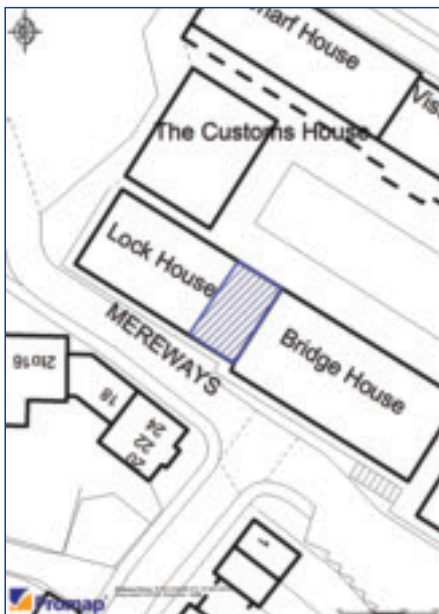
Term: 999 years from 1st January 2003
Ground Rent and Service Charge: Refer to legal pack

Legal Documents

Available at www.cottons.co.uk

Viewings

No Viewing Access Available





5A and 6 Salop Street, Wolverhampton, West Midland WV3 0RX

Property Description

A valuable double fronted investment property comprising of two ground floor retail units along with four self contained flats over (two flats subject to long leasehold interests). The property forms part of Wolverhampton City Centre and is located adjacent to the Market Square development which contains a range of apartments and retail units. Salop Street leads directly off the Ring Road to the south of Chapel Ash Island. The property is in good presentable condition having undergone extensive conversion and renovation works during 2005.

Rental Income

5A Salop Street (Market Fish Bar): Let on a 15 year lease from 2nd December 2001 at a rental of £13,000 per annum (3 yearly rent reviews)

6 Salop Street (Shalom Hair Salon): Let on a 3 year lease expiring 11th October 2010 at an annual rent of £11,000 per annum

Flat One:

Let on a Periodic Shorthold Tenancy Agreement at a rental of £380 per calendar month (£4,560 per annum)

Flat Two:

Let on a long lease for a term of 125 years from 1st January 2006 at a ground rent of £100 per annum

Flat Three:

Let on a Periodic Shorthold Tenancy at a rental of £350 per calendar month (£4,200 per annum)

Flat Four:

Let on a long lease for a term of 125 years from 1st January 2006 at a ground rent of £100 per annum

Total Rental Income: £32,960 per annum





Accommodation

Ground Floor

5A Salop Street (Market Fish Bar)

Retail Shop: 32.3sq.mtrs (348sq.ft)

Kitchen: 16.6sq.mtrs (179sq.ft)

6 Salop Street (Shalom Hair Salon)

Retail Shop/Salon: 47.6sq.mtrs (512sq.ft)

Flat Accommodation

Shared Entrance to both front and rear elevations leading to Reception Hall, Stairs and Landing

First Floor

Flat One: (not inspected)

We understand that the property comprises of a one Bedroom self contained flat

Flat Two: (not applicable)

Second Floor

Stairs and Landing

Flat Three: Reception Hall, Lounge, Open Plan Kitchen with a range of modern fitted units including built in oven, hob and cooker hood, Bathroom with modern suite comprising panelled bath, having shower attachment, vanity wash basin and wc and Double Bedroom.

This property comprises of a well laid out One Bedroom Flat having Electric Heating, Wooden Double Glazed Windows, Modern Kitchen and Bathroom Fittings and is in presentable condition

Flat Four: (not applicable)

All flats are self contained having separate electricity meters and security door entry systems

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



SURVEYORS, ESTATE AGENTS & VALUERS



COTTONS
THE AUCTIONEERS





Unit 4 Trading Estate, Kelvin Way, West Bromwich, West Midlands B70 7TW

Property Description:

A substantial modern industrial/warehouse unit comprising of two portal framed bays with ancillary accommodation including mezzanine offices and secure gated car parking/loading area. The property forms part of a small estate located off Kelvin Way close to the junction with Bromford Lane and enjoys good access to The M5 Motorway (junction 1) which lies within approximately one and a half miles distance to the east. The property requires some cosmetic improvement and repair and may be suitable for subdivision.

Accommodation:

Ground Floor:

Unit 4A:

Gross Internal Area (approx):

367sq.mtrs (3,954sq.ft),

Eaves Height: 3.96mtrs (13ft):

Comprising of a Warehouse/Workshop with roller shutter door, Reception, Reception Office, Staff Room, Inner Hall, Further Office, Shower/Locker Room/WCs (no fittings)

Mezzanine Floor:

Gross Internal Area (approx):

103.68sq.mtrs (1,116sq.ft).

Office One, Landing Area, Two Wash Rooms (no fittings), Offices Two, Three and Four with demountable partitions

Unit 4B:

Gross Internal Area (approx):

270sq.mtrs (2,908sq.ft),

Eaves Height: 3.96mtrs (13ft): Having roller shutter door and containing two roof mounted cranes (not tested)

Total Floor Area (Gross Internal):

Ground Floor: 637sq.mtrs (6,856sq.ft) approx.

Mezzanine Floor: 103.68sq.mtrs (1,116sq.ft) approx.

Outside:

Secure gated car parking/storage area

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

**BURLEY
BROWNE**
Chartered Surveyors







145 Salop Road, Oldbury, West Midlands B68 9PT

Property Description

A mid terraced commercial property of traditional brick construction surmounted by tile clad roof being located in the centre of a parade of similar units in the predominantly residential suburb of Oldbury. The property benefits from well laid out accommodation, roller-shutter protection to the front elevation and UPVC double glazing to the first floor. The property which has been formerly trading as a sports and fishing tackle shop is being sold with vacant possession and is located on Salop Road close to junction with Hurst Street. Birmingham City Centre is approximately 3.5 miles distance to the West.

Accommodation

Ground Floor

Retail Area extending to approximately 40.2 sq metres (432 sq ft),
Store room 1 extending to approximately 10.5 sq metres (113 sq ft)
Store room 2 extending to approximately 18.4 sq metres (198 sq ft)

First Floor

Stairs and landing
Room 1 extending to approximately 13.5sq.mtrs (145 sq.ft)
Room 2 extending to approximately 16.2sq.mtrs (174 sq.ft)
Room 3 extending to approximately 13.0sq.mtrs (140 sq.ft)
Shower Room and separate W.C

Second Floor

Attic room extending to approximately 21.6 sq.mtrs (232 sq.ft)

Outside (front)

Property is set back behind a small service road and forecourt

Outside (rear)

Single car garage and cold store.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Freehold Ground Rent 28 Langford Avenue, Great Barr, Birmingham B43 5NH

Description

A freehold ground rent investment secured upon a traditional semi detached house with side garage and forming part of a popular and established residential area.

The property is subject to two long leasehold interests (due to the house and garden being held on separate

titles), both for a term of 99 years from 29 September 1951 and at a combined ground rent of £12 per annum.

Legal Documents

Available at www.cottons.co.uk

Viewings

Not Applicable

LOT 61

Freehold Investment By Instruction of The Joint LPA Receivers

15 Trafford Drive, Nuneaton, Warwickshire CV10 9LP

Property Description

A modern mid terraced house of cavity brick construction, surmounted by a pitched tile clad roof and set back from the road behind a small lawned foregarden. Trafford Drive comprises of a cul-de-sac which leads off Bucks Hill and the property is located within approximately two miles distance to the west of Nuneaton Town Centre which provides access to a wide range of retail amenities and services. Whilst the property has not been internally inspected by the Auctioneers, we understand that it benefits from central heating and double glazed windows and is currently let on an Assured Shorthold Tenancy at the following rental:
£111 per week (£5,772 per annum)

Accommodation

Whilst the property has not been internally inspected by the Auctioneers, we understand that the accommodation is laid out over two floors and briefly comprises the following:

Lounge, Kitchen/Diner, Three Bedrooms and Bathroom



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





43 Clifton Road, Nuneaton, Warwickshire CV10 8BJ

Property Description

A traditional mid terraced house of part rendered brick construction, surmounted by a pitched tile clad roof and set back from the road behind a small walled foregarden. Clifton Road forms part of an established residential area and is situated off Tomkinson Road which in turn leads off Croft Road (B4102) and the property is conveniently within approximately three quarters of a mile distance from Nuneaton Town Centre. The property is currently let on an Assured Shorthold Tenancy at the following rental: £110 per week (£5,720 per annum)

Lounge, Kitchen/Diner, Bathroom and Two Bedrooms

Outside

(Front) Walled foregarden
(Rear) Garden

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation

Whilst the property has not been internally inspected by the auctioneers, we understand the accommodation is laid out over two floors and briefly comprises the following:

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Wednesday 31st March 2010** at **Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





**45 Clifton Road, Nuneaton,
Warwickshire CV10 8BJ**

Property Description

A traditional mid terraced house of part rendered brick construction, surmounted by a pitched tile clad roof and set back from the road behind a small walled foregarden. Clifton Road forms part of an established residential area and is situated off Tomkinson Road which in turn leads off Croft Road (B4102) and the property is conveniently within approximately three quarters of a mile distance from Nuneaton Town Centre. Whilst the property has not been internally inspected by the Auctioneers, we understand that it benefits from central heating and double glazed windows and is currently let on an Assured Shorthold Tenancy at the following rental:
£95 per week (£4,940 per annum)

Accommodation

Whilst the property has not been internally inspected by the Auctioneers, we understand that the accommodation is laid out over two floors and briefly comprises the following:

Lounge, Kitchen/Diner, Bathroom, Two Bedrooms

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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32, 32A & 32B Leicester Road, Nuneaton, Warwickshire CV11 6AD

Property Description

A substantial two storey semi detached house of rendered brick construction, surmounted by a pitched slate clad roof and containing three self contained flats. The property is set back from the road behind a foregarden and has a full length driveway leading to a rear workshop/garage. The property is situated on the Eastern section of Leicester Road conveniently within approximately one third of a mile distance from both Nuneaton Railway Station and Town Centre which provides access to a wide range of retail amenities and services. Whilst the property has not been inspected by the auctioneers, we understand that it benefits from electric storage heating and ample off road parking and is currently let on Assured Shorthold Tenancies as follows:

32A Leicester Road: Rental £89 per week (£4,628 per annum)

32B Leicester Road: Rental £95 per week (£4,940 per annum)

32 Leicester Road: Rental £110 per week (£5,720 per annum)

Garage/Workshop (Informally let):

Rental £40 per calendar month (£480 per annum)

Total Rental Income:

£15,768 per annum

Accommodation

Whilst the property has not been internally inspected by the Auctioneers, we understand that the accommodation briefly comprises of the following:

Ground Floor

32A Leicester Road

Private Entrance, Kitchen, Shower Room, Study, Lounge and Bedroom

32B Leicester Road

Private Entrance, Shower Room with Separate WC, Bedroom, Kitchen, Lounge

First Floor

32 Leicester Road

Private Entrance, Hallway, Two Bedrooms, Lounge, Kitchen, Bathroom with shower over bath

Outside

Foregarden, full length drive, garage/workshop and garden

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





46 & 46A Leicester Road, Nuneaton, Warwickshire CV11 6AD

Property Description

A substantial residential dwelling house of traditional brick construction surmounted by a pitched slate clad roof, having been converted to provide two self contained flats. The property is prominently situated at the junction with Old Hinckley Road and is located to the Eastern Section of Leicester Road conveniently within approximately one third of a mile distance from both Nuneaton Railway Station and Town Centre which provides access to a wide range of retail amenities and services. Whilst the property has not been inspected by the Auctioneers, we understand that it benefits from double glazed windows and central heating and is currently let on Assured Shorthold Tenancy Agreements as follows:

46A Leicester Road: Rental £109 per week (£5,668 per annum)

46 Leicester Road: Rental £115.38 per week (£6,000 per annum)

Total Rental Income:

£11,668 per annum

Accommodation

Whilst the property has not been internally inspected by the Auctioneers, we understand that the accommodation briefly comprises of the following:

Ground Floor

46A Leicester Road

Two Bedrooms , Lounge, Dining Room, Kitchen, Cloak Room and Bathroom

First Floor

46 Leicester Road

Four Bedrooms, Lounge, Kitchen, Bathroom

Outside

Walled foregarden, enclosed side garden

(Rear) Yard/Garden with vehicular gated access providing off road parking

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





4 Orchard Street, Nuneaton, Warwickshire CV11 4BS

Property Description

A traditional mid terraced house of brick construction having rendered front elevation, surmounted by a pitched slate clad roof and situated directly fronting the pavement. Orchard Street is located off Regent Street which in turn leads off Leicester Road and the property is conveniently within approximately 250 metres Distance from Nuneaton Town Centre which provides access to a wide range of retail amenities and services. Whilst the property has not been inspected by the auctioneers, we understand that it benefits from gas fired central heating and double glazed windows and is currently let on an Assured Shorthold Tenancy Agreement at a rental of £115 per week (£5,980 per annum).

Accommodation

Whilst the property has not been internally inspected by the Auctioneers, we understand the accommodation is laid out over the Ground and First floors and briefly comprises of the following: Lounge, Dining Room, Kitchen, Bathroom with bath and separate shower, Three Bedrooms

Outside

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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3 & 3A Glebe Road, Nuneaton, Warwickshire CV11 4BJ

Property Description

A traditional mid terraced house of brick construction having rendered front elevation, surmounted by a pitched slate clad roof and having been converted to provide two self contained flats. Glebe Road is located off Wheat Street which in turn leads off Vicarage Street and the property is conveniently located within approximately 300 metres distance from Nuneaton Town Centre which provides access to a wide range of retail amenities and services. Whilst the property has not been inspected by the Auctioneers, we understand that it benefits from double glazed windows and part storage heating and is currently partly let on Assured Shorthold Tenancies as follows:

3A Glebe Road:

Rental £99 per week (£5,148 per annum)

3 Glebe Road:

Currently Vacant

Potential Rental Income: (when fully let)

£10,348 per annum

Accommodation

Whilst the property has not been internally inspected by the Auctioneers, we understand that it comprises of the following:

Ground Floor Flat (3A Glebe Road)

Private Entrance, One Bedroom, Kitchen/Diner, Lounge and Bathroom

First Floor Flat (3 Glebe Road)

Private Entrance Hall, Lounge, Bedroom, Shower Room with separate wc and Kitchen

Outside

(Front) Small Walled foregarden
(Rear) Garden

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 68**Freehold Vacant Possession****4 King Edward Road,
Nuneaton,
Warwickshire CV11 4BQ****Property Description**

A traditional mid terraced house of brick construction having rendered front elevation, surmounted by a pitched slate clad roof and set back from the road behind a small walled foregarden. King Edward Road leads off Wheat Street which in turn leads off Vicarage Street and the property is conveniently located within approximately 250 metres distance from Nuneaton Town Centre which provides access to a wide range of retail amenities and services. Whilst the property has not been inspected by the auctioneers, we understand that it benefits from central heating.

Accommodation

Whilst the property has not been internally inspected by the Auctioneers, we understand the accommodation is laid out over the Ground and First floors and briefly comprises of the following:

Lounge, Dining Room, Kitchen, Ground Floor Shower Room with wc, Two Bedrooms and First Floor Bathroom with wc

**Outside**

(Front) Small Walled foregarden
(Rear) Garden

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 69**Freehold Vacant Possession****17 Lowther Street,
Hanley, Stoke ST1 5JE****Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof directly fronting the pavement. The property benefits from having part UPVC double glazed windows. Lowther Street is located off Chelwood Street which in turn can be found off Century Street and is approximately within one quarter of a mile distance from the main shopping area in Hanley.

Accommodation**Ground Floor**

Lounge, Dining Room, Kitchen and Bathroom having panelled bath, wash hand basin and WC, stairs to

First Floor

Two Bedrooms

Outside

(Rear) - Paved yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 70**Freehold Vacant Possession**

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

Property Description:

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

Accommodation**Ground Floor:**

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

First Floor:

Two Bedrooms

**Outside:**

(Front) Walled foregarden
(Rear) Paved garden

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 71
Leasehold Vacant Possession
 (option available to purchase the Freehold)

**25 Bridgefield Walk,
Rowley Regis, West
Midlands B65 8PH**

Property Description:

A three storey end town house situated in a cul-de-sac and overlooking public open space. The property provides well laid out accommodation benefiting from three double bedrooms, double glazed windows, part electric storage heating and off road parking located to the rear. Bridgefield Walk leads off Springfield Lane which in turn leads off Dudley Road (B4171) and is located approximately one and a half miles distance to the south of Dudley Town Centre.

Accommodation**Ground Floor**

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

First Floor

Stairs and Landing, Lounge, Bedroom One (double)

Second Floor

Stairs and Landing with Walk in Store Cupboard, Bedroom Two (double), Bedroom Three (double), Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

Outside (Front) Lawned foregarden
(Rear) Integral yard area with brick store and off road parking space having gated access leading off Bridgefield Walk

**Leasehold Information**

Lease Term: The grant of a new 99 year lease from the date of completion
Ground Rent: £250 per annum (escalating every 20 years)

Important Note:

An option to purchase the Freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option must be exercised by the 15th April 2010. Please refer to the legal pack for full details.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





1 Saltley Cottages, Tyburn Road, Birmingham B24 8HG

Property Description

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

Accommodation

Ground Floor

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

First Floor

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

Outside

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

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



**224 Yardley Road,
Acocks Green,
Birmingham B27 6LR**

Property Description

A traditional mid terraced house of brick construction having rendered front elevation and surmounted by a pitched slate clad roof. The property is currently in need of complete repair and refurbishment throughout. The accommodation is currently open plan requiring the reinstatement of various internal partition walls to form a range of habitable rooms. The property is situated within approximately half a mile distance from Acocks Green Railway Station and within two thirds of a mile distance from Acocks Green Shopping Centre providing a wide range of retail amenities and services and Yardley Road leads off Coventry Road (A45) which provides direct access to Birmingham City Centre and the M42 Motorway (junction 6)

Accommodation
Ground Floor

One Room

First Floor

Stair Access, One Room


Second Floor

Attic Room

Outside

Front: foregarden
Rear: garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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

Property Description

A commercial property of brick construction surmounted by a pitched roof and benefiting from substantial warehouse accommodation to the ground floor together with works offices to the front of the site. The property is set back behind a paved forecourt with roller shutter protected vehicular access. The property is located on New John Street close to the junction with Malt Mill Lane which is directly off Long Lane (A4034)

Included in this area is Mess Room, Works Office, Male/Female W.Cs, Entrance Lobby and integral loading bay.

Legal Documents :

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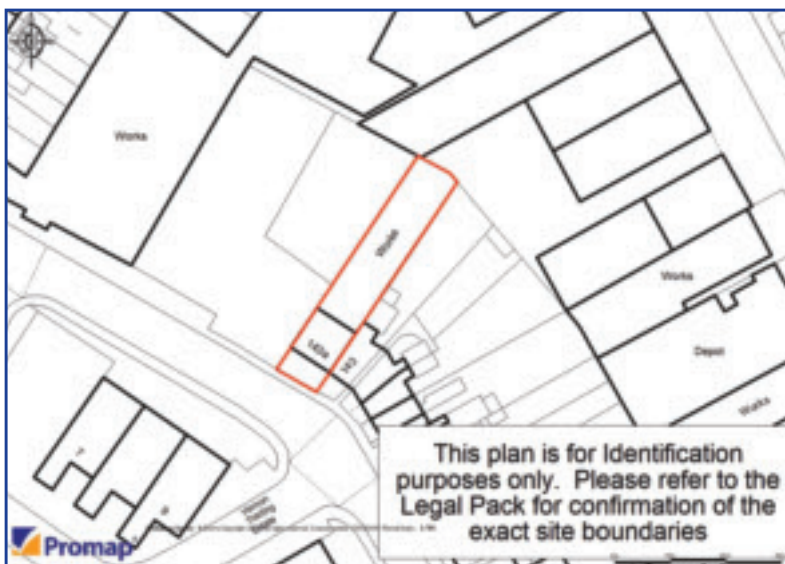
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Accommodation Ground Floor

Warehouse/Workshop extending to approximately 357 sq.mtrs (3844 sq.ft).

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Apartment 5, 16 Reed Square, Castle Vale, Birmingham B35 7PR

Property Description:

A modern first floor flat situated in a purpose built block located above a Nisa Extra Supermarket on Castle Vale High Street. The flat is accessed via the rear and benefits from having double glazing, gas fired central heating, modern kitchen and bathroom fittings and allocated parking space. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £550 per calendar month (£6,600 per annum).

Accommodation

Ground Floor:

Stairs to First Floor

First Floor:

Entrance Hallway, open plan Lounge/Kitchen, two Bedrooms and Bathroom having panelled bath with electric shower over, wash basin and WC

Outside:

Allocated parking

Leasehold Details:

Term: 999 Years From 25 December 2004

Ground Rent: A Peppercorn

Service Charge: Refer to Legal Pack

Legal Documents :

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



36 Teall Road, Saltley, Birmingham B8 1SX

Property Description

A traditional two storey mid terraced house of brick construction surmounted by a pitched replacement tile clad roof and benefiting from part UPVC double glazed windows. The property is set back behind a small walled foregarden and Teall Road leads directly off Highfield Road and is within approximately a quarter of a mile distance from Alum Rock Road which provides access to a wide range of amenities and services.

Accommodation

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen

First Floor

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

Outside

(Front) Small walled foregarden
(Rear) Yard and garden



Legal Documents

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Viewings:

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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 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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