

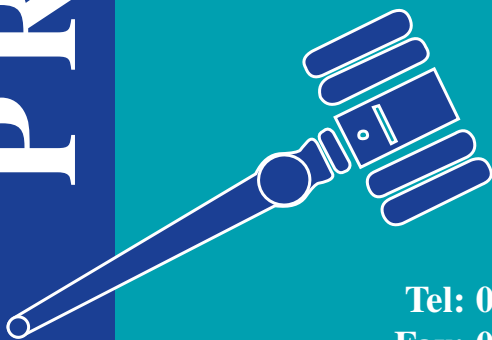
PROPERTY AUCTION

Cottons

Chartered Surveyors

WEDNESDAY
4TH APRIL 2007
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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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. Your legal adviser will 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.

3. Prior to the sale The Auctioneers will endeavour to provide a guide price, subject to the Vendors consent. This is intended as a guide only and both the reserve and actual sale price may be more or less than the guide price given.

4. 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.

5. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.

6. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances and electrical fittings. Prospective purchasers are advised to undertake their own investigations.

7. 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.

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.

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 may be required, so make sure that you bring with you a driving licence, passport or other 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 £150(inc VAT), in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased.

FOOTNOTE

If you have never been to an auction before or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. We will do our utmost to help.

Auction Sale

of 75 LOTS

To include a range of Residential and Commercial Vacant and Investment property, along with Redevelopment Opportunities, Building Plots and Land comprising:

- 39 Freehold Vacant Residential Properties
- 5 Leasehold Vacant Properties
- 9 Residential Investment Properties
- 9 Parcels of Freehold Land
- 3 Residential Development Sites, Building Plots & Redevelopment Opportunities
- 6 Vacant Commercial Properties
- 2 Commercial Investment Properties
- 1 Freehold Lock-up Garage
- 1 Freehold Doctors Surgery with Vacant Possession

ORDER OF SALE

Lot	Property	
1.	147 Mill Lane, Northfield, Birmingham,	Freehold Vacant Possession
2.	106 Birmingham Road, Oldbury, West Midlands	Freehold Vacant Possession
3.	2 Howfield Court, 393 Gillott Road, Edgbaston, Birmingham	Leasehold Vacant Possession
4.	55 Trysull Road, Bradmore, Wolverhampton,	Freehold Residential Investment
5.	293 Short Heath Road, Erdington, Birmingham	Freehold Vacant Possession
6.	60 Village Road, Aston, Birmingham	Freehold Vacant Possession
7.	89 Round Road, Erdington, Birmingham,	Leasehold Vacant Possession
8.	55 Bridge Street, Coseley, Bilston, West Midlands	Freehold Vacant Possession
9.	Unit K, The Wallows Ind Est, Fens Pool Ave, Brierley Hill	Leasehold Vacant Commercial
10.	Janeth House, Hilltop Road, Dudley, West Midlands	Freehold Vacant Possession
11.	6 Occupation Street, Dudley, West Midlands	Freehold Vacant Possession
12.	68 Trejon Road, Cradley Heath, West Midlands	Freehold Vacant Possession
13.	Plot 63, Little Hay Lane, Shenstone, Staffordshire	Freehold Land
14.	80 Oakfield Road, Wollescote, Stourbridge, West Midlands	Freehold Vacant Possession
15.	21 Alma Street, Smethwick, West Midlands	Freehold Vacant Commercial
16.	187 Halesowen Road, Cradley Heath, West Midlands	Freehold Vacant Commercial
17.	124 Yardley Road, Acocks Green, Birmingham,	Freehold Commercial Investment
18.	32 Gospel Farm Road, Acocks Green, Birmingham	Leasehold Vacant Possession
19.	126 Vicarage Road, Oldbury, West Midlands	Freehold Vacant Possession
20.	2 & 4 Trafalgar Road, Handsworth, Birmingham,	Freehold Pt Investment/Vacant Commercial
21.	The Brew House, Castle Bromwich Hall Estate, Castle Bromwich	Freehold Vacant Commercial
22.	Shop 6, Walmley Ash Ct, 49 Walmley Rd, Sutton Coldfield	Leasehold Commercial Investment
23.	12 Park Place, Mount Street, Nechells, Birmingham	Freehold Vacant Possession
24.	181 Walsall Road, West Bromwich, West Midlands	Freehold Vacant Possession
25.	124 Bridge Cross Road, Chasetown, Burntwood, Staffordshire	Freehold Vacant Possession
26.	2 Livingstone Road, Bilston, West Midlands	Freehold Vacant Possession
27.	56 Madin Road, Tipton, West Midlands	Freehold Vacant Possession
28.	11 Midland Drive, Sutton Coldfield, West Midlands	Freehold Vacant Possession
29.	95 Lysander Road, Rubery, Rednal, Birmingham,	Freehold Vacant Possession
30.	The Parish Hall, Church Road, Stockingford, Nuneaton, Works	Freehold Development Land
31.	139 Powell Street and Adjacent Site, Wolverhampton,	Freehold Land with Potential
32.	1 Rousdon Grove, Great Barr, Birmingham	Freehold Vacant Possession
33.	2 Hawbush Road, Leamore Walsall,	Freehold Vacant Possession
34.	18 Windsor Road, Parkfields, Wolverhampton,	Freehold Vacant Possession
35.	126 Park Street South, Wolverhampton,	Freehold Vacant Possession
36.	76 Stafford Street, Willenhall, West Midlands	Freehold Vacant Commercial
37.	78 Dingle Street, Oldbury, West Midlands	Freehold Vacant Possession



38.	40 Wellington Road, Bilston, West Midlands	Freehold Pt. Investment/Vacant Possession
39.	Flats A, B, C & D, 339 Newhampton Road East, Wolverhampton,	Freehold Vacant Possession
40.	Paddock 1, Portway Hill, Rowley Regis, West Midlands	Freehold Land
41.	Paddock 2, Portway Hill, Rowley Regis, West Midlands	Freehold Land
42.	Paddock 3, Portway Hill, Rowley Regis, West Midlands	Freehold Land
43.	Paddock 4, Portway Hill, Rowley Regis, West Midlands	Freehold Land
44.	Paddock 5, Portway Hill, Rowley Regis, West Midlands	Freehold Land
45.	Paddock 6, Portway Hill, Rowley Regis, West Midlands	Freehold Land
46.	Plot 15, Little Hay Lane, Shenstone, Staffordshire	Freehold Land
47.	29 Goscate Lane, Walsall,	Freehold Vacant Possession
48.	Bldg Plot adj 15 The Forge, Halesowen, West Midlands	Freehold Building Plot
49.	10 Station Street, Tipton, West Midlands	Freehold Vacant Possession
50.	181 Weoley Avenue, Selly Oak, Birmingham	Freehold Vacant Possession
51.	206b Green Lane, Small Heath, Birmingham	Freehold Vacant Possession
52.	33 Overdale Road, Quinton, Birmingham,	Freehold Vacant Possession
53.	61 Bancroft Lane, Mansfield, Nottinghamshire	Freehold Vacant Possession
54.	70 Broughton Crescent, Northfield, Birmingham,	Freehold Vacant Possession
55.	3 Rushwick Croft, Shard End, Birmingham	Freehold Residential Investment
56.	150 Perch Avenue, Chelmsley Wood, Birmingham	Freehold Residential Investment
57.	6 Hereford Street, Walsall,	Freehold Vacant Possession
58.	146 Granton Road, Liverpool, Merseyside	Freehold Residential Investment
59.	12 Gilbert Close, Arnold, Nottingham,	Leasehold Residential Investment
60.	Land off Scott Road, Olton, Solihull, West Midlands	Freehold Land
61.	Garage 122, t/o 51-61 Sunbury Road, Coventry	Freehold Garage Investment
62.	Flat 130 Camberley, Beacon View Road, West Bromwich	Leasehold Residential Investment
63.	Flat 132 Camberley, Beacon View Road, West Bromwich	Leasehold Residential Investment
64.	Flat 135 Camberley, Beacon View Road, West Bromwich	Leasehold Residential Investment
65.	Flat 137 Camberley, Beacon View Road, West Bromwich	Leasehold Residential Investment
66.	41 Clapgate Lane, Bartley Green, Birmingham,	Freehold Vacant Possession
67.	103a Primrose Lane, Hall Green, Birmingham,	Leasehold Vacant Possession
68.	50 Lister Street, Nuneaton, Warwickshire	Freehold Vacant Possession
69.	128 Black-A-Tree Road, Nuneaton, Warwickshire	Freehold Vacant Possession
70.	1 Dosthill Road, Two Gates, Tamworth, Staffordshire	Freehold Vacant Possession
71.	71 Peel Terrace, Stafford	Freehold Vacant Possession
72.	15 Clinton Road, Bilston, West Midlands	Freehold Vacant Possession
73.	36b Dovehouse Fields, Lichfield, Staffordshire	Freehold Vacant Possession
74.	5 Mona Road, Erdington, Birmingham	Freehold Vacant Possession
75.	Flat 42 Normanton Tower, Portfield Grove, Erdington	Leasehold Vacant Possession

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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 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%)

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

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

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

MISREPRESENTATION ACT

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

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



LOT 1**Freehold Vacant Possession**

**147 Mill Lane,
Northfield, Birmingham
B31 2RN**

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and external doors but requiring complete modernisation and improvement throughout. Mill Lane is situated off Hawkesley Mill Lane which in turn leads off Bristol Road South (A38) and conveniently within approximately three quarters of a mile distance from Northfield Shopping Centre providing a wide range of amenities and services.

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

(Front) Foregarden bordered by a privet hedge, shared side driveway leading to rear



(Rear) Paved yard with brick stores and wc, garden and paved off road parking space

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 2**Freehold Vacant Possession**

**106 Birmingham Road,
Oldbury, West Midlands,
B69 4EQ**

Property Description:

An end terraced house of part rendered brick construction surmounted by a hipped tile clad roof and benefiting from UPVC double glazed windows but requiring complete repair and modernisation throughout. The property is set back from Birmingham Road behind a walled foregarden and is situated close to the junction with Blakeley Hall Road and conveniently within approximately one miles distance from Oldbury town centre providing a wide range of retail amenities and services and within two miles distance from the M5 motorway (Junction2).

Accommodation:

Ground Floor

Entrance Hall, Lounge, Full Width Dining Kitchen, Rear Verandah, Utility Room

First Floor

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

Outside

Front – walled foregarden.

Rear - garden.

**Vendors Solicitors:**

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Flat 2 Howfield Court, 393 Gillott Road, Edgbaston, Birmingham B16 9LL

Property Description:

A two bedroom flat situated on the second floor of a purpose built block set back from the road behind communal gardens and driveway leading to garage. The flat offers well laid out accommodation and electric storage heating and is offered for sale in presentable condition. Howfield Court is situated on Gillott Road between Portland and Hagley Road (A456) which provides direct access via public or private transport to Birmingham City Centre being within approximately a mile and a quarter distance.

Accommodation:

Ground Floor
Communal Entrance and Stairs
Second Floor
Entrance Hallway, Reception Room, Kitchen, Two Bedrooms, Bathroom having panelled bath, pedestal wash basin, and separate WC.

Outside:
(Front) Communal gardens
(Rear) Communal gardens and Garage.

Leasehold Information:

Term: 99 Years from 24 June 1979
Ground Rent: Refer to Legal Pack
Service Charge: Refer to Legal Pack

Vendors Solicitors:

Refer to Auctioneers

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 £150 (inc 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



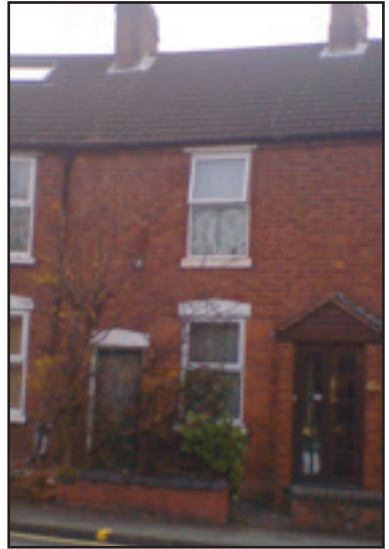
**55 Trysull Road,
Bradmore,
Wolverhampton,
West Midlands,
WV3 7JE**

Property Description:

A traditional mid terraced cottage style residence of brick construction, surmounted by an interlocking tile clad roof, offering two storey accommodation and set back from the road behind a small foregarden. The property benefits from UPVC double glazed windows. The property is located in a popular residential area and forms part of a small terrace located adjacent to The Gunmakers Arms public house close to the junction with Maple Road and within approximately one and a half miles distance from Wolverhampton city centre. The property is currently let on an Assured Periodic Tenancy at a rental of £260 per calendar month (£3,120 per annum).

Accommodation:

Ground Floor
Front Reception Room, Inner Hall with Cellar off, Rear Reception Room, Kitchen, Bathroom with panelled bath, pedestal wash basin and WC.



First Floor
Stairs and Landing, Two Double Bedrooms.
Outside
Front – Paved foregarden.
Rear – Yard, shared pedestrian access and garden.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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293 Short Heath Road, Erdington, Birmingham B23 7AA

Property Description:

A traditional built semi detached cottage of rendered brick construction surmounted by a pitched tile clad roof, and along with the adjoining property, is situated at some considerable distance off Short Heath Road and accessed via a private right of way. The property occupies a large rectangular plot and is currently in need of modernisation and improvement throughout. Access to the property is situated opposite the junction with Lambert Close and we understand that planning consent was granted for the right of way servicing the properties to be converted to a vehicular driveway. Works to the driveway have not commenced and therefore the planning consent has now lapsed. The details were as follows:

Planning:

Planning consent was granted by Birmingham City Council (Reference N/00924/00/FUL and dated 14th April 2000) for the formation of vehicular access.

Accommodation:

Ground Floor:
Entrance Hall, Front Reception Room, Dining Kitchen, Bathroom

First Floor:
Stairs and Landing, Two Bedrooms

Outside:
Accessway leading from Short Heath Road, large foregarden, side garden which provides scope for future extension of the property (subject to obtaining planning consent) and rear garden.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 6**Freehold Vacant Possession****60 Village Road, Aston,
Birmingham B6 6RB****Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, situated directly fronting the pavement and having electric storage heating (not tested) along with three bedrooms. Village Road forms part of a traditional residential area located via Station Road off Witton Lane close to Aston Villa Football Club and within walking distance of Witton railway station. The University of Central England (Perry Barr Campus) and The One Stop Shopping Centre are both within approximately one mile distance.

Accommodation:

Ground Floor:

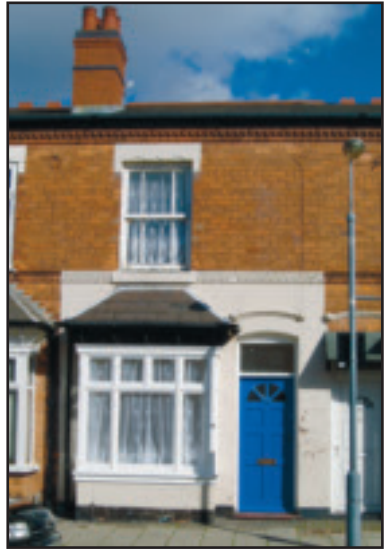
Lounge, Lobby, Rear Reception Room, Kitchen, Rear Entrance Lobby, Bathroom with panelled bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

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

**Vendors Solicitors:**

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 7**Leasehold Vacant Possession****89 Round Road,
Erdington, Birmingham
B24 9SJ****Property Description:**

A mid terraced house of part rendered brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and doors but requiring modernisation and improvement throughout. The property is set back from the road behind a wide verge area and Round Road forms part of a residential estate situated between Tyburn Road (A38) and Kingsbury Road and within approximately one mile distance from Erdington High Street providing a wide range of amenities and services.

Accommodation:

Ground Floor:

Entrance Hall, Living Room, Kitchen, Bathroom with panelled bath and wc

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Foregarden
(Rear) Yard and garden

**Leasehold Information:****Lease Term:**

99 years from 1st May 1988

Ground Rent: Refer to Legal Pack

Outside:

(Front) Foregarden
(Rear) Yard and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





**53 Bridge Street, Coseley, Bilston,
West Midlands, WV14 8HY**

Property Description:

A two storey semi detached property of brick construction surmounted by a tile clad roof and set back from the road behind a block paved driveway allowing for off road parking. The property is offered for sale in presentable condition having the benefit of UPVC double glazed windows, gas fired central heating and loft conversion. Bridge Street is located off Fraser Street and Queen Street and is within walking distance to the centre of Bilston.

First Floor:

Stairs and Landing, Three Bedrooms and Bathroom having modern suite comprising bath, electric shower, wash basin and WC. Access to Loft Conversion.

Outside:

(Front) block paved driving allowing for off road parking and pedestrian side access to rear.
(Rear) garden

Vendors Solicitors:

Refer to Auctioneers

Accommodation:
Ground Floor:

Canopy Porch, Entrance Hallway, Dining Kitchen with range of modern fitted units. Living Room.

Viewings:

Via Cottons – 0121 247 2233

LEGAL PACKS

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

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

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.





Unit K, The Wallows Industrial Estate, Fens Pool Avenue, Brierley Hill, West Midlands, DY5 1QA

Property Description:

A modern single storey workshop of brick construction surmounted by a pitched tiled roof. There is a secure roller shutter door and single pedestrian access to the building which benefits from a ceiling height of 3.3 metres approximately. The property forms part of the Wallows Industrial Estate located within one mile of Merryhill Centre and Brierley Hill Town Centre. There is easy access to the Midlands Motorway Network, and the M5 (Junctions 2 and 3).

Outside – (rear) 2 No. car parking spaces

Leasehold Information:

We believe the property to be Leasehold for a term of 125 years from 1987 at a peppercorn ground rent. Please refer to the legal pack for the exact terms.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Workshop extending to approximately 56.5 sq metres (609 sq ft), Toilet with washhand basin and low flush WC.



Janeth House, Hilltop Road, Dudley, West Midlands DY2 7EZ

Property Description:

A semi detached property of brick construction surmounted by an interlocking hipped tile clad roof set back from the road behind a lawned fore garden and drive way allowing for access to garage and off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating, and is offered for sale in presentable condition. Hilltop Road is set in an established residential area and located off Tansley Hill Road which in turn runs from Oakham Road. The property is approximately within one and a half miles of Dudley Town Centre which provides a wide range of shops and amenities.



First Floor

Stairs and Landing, Three Bedrooms and Shower Room having shower cubicle, pedestal wash basin and low level WC.

Outside (front) – lawned foregarden and driveway allowing access to garage
Outside (rear) – decorative lawned garden

Accommodation:

Ground Floor
Entrance Hallway, Lounge, Dining Room, Kitchen.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





6 Occupation Street, Dudley, West Midlands DY1 2RF

Property Description:

A mid terraced property of rendered brick construction surmounted by a tile clad roof set back from the road behind a small walled foregarden. The property benefits from having well laid out accommodation, gas fired central heating and majority UPVC double glazed windows, and is offered for sale generally in presentable condition. Occupation Street can be found off Himley Road (B4176) close to the junction where Salop Street and Wolverhampton Street meet. The property would provide an ideal buy to let opportunity being within a quarter of a mile distance from Dudley Town Centre providing a wide range of shops, amenities, bars and restaurants.

Accommodation:

Ground Floor
Entrance Porch, Through Lounge, Kitchen and Bathroom having panelled bath, pedestal wash basin and WC.
First Floor
Stairs and Landing, Two Bedrooms

Outside – (front) walled foregarden
(rear) lawned garden

Vendors Solicitors:

Refer to Auctioneers

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)

Pre-auction registration will become compulsory as from our auction on 28th June 2007. We will only require registration details along with identification once and therefore to enable a smooth transition we would encourage any parties wanting to register to do so by either visiting the office or at our next auction on 17th May 2007.

Thank you in advance for your co-operation.

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

ADMINISTRATION FEE

An administration fee of £150 (inc. VAT) will be payable in addition to the 10% deposit (subject to a minimum deposit of £2000), which is payable on each lot purchased. 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.





**68 Trejon Road, Cradley Heath,
West Midlands, B64 7HJ**

Property Description:

A traditional style semi detached house of part rendered brick construction surmounted by a hipped tile clad roof offered for sale in modern presentable condition and benefiting from gas fired central heating, UPVC double glazed windows, conservatory, generous rear garden and off road parking. The property is situated off Barrs Road which in turn leads off Halesowen Road (A459) and the property is close to Codsall Coppice Nature Reserve and within approximately one quarter of a mile distance from Haden Hill Park.



Accommodation:

Ground Floor

Reception Hall with understairs cupboard, Open Plan Kitchen and Dining Room with a range of modern units, Lounge, UPVC Double Glazed Conservatory.

First Floor

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

Outside

Front – paved forecourt providing off road parking, pedestrian side access to rear.

Rear – paved patio, generous lawned garden and a useful shed/store.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Plot 63, Little Hay Lane, Shenstone, Staffordshire

Property Description:

A parcel of land extending to approximately 510 sq m (0.1 acres) and currently comprising of open countryside within the Green Belt and on the outskirts of the village of Little Hay, located approximately three miles north of Sutton Coldfield Town Centre and with convenient access to the new M6 Toll Road, cities of Lichfield and Birmingham, The Belfry and the NEC. The plot forms part of a proposed development and is offered as a potential single building plot for possible future development of one detached property if planning consent is granted at some future date.

All planning enquiries should be taken up with Lichfield District Council, Planning Department on 01543 308197. The present owners will be responsible for the ongoing maintenance and upkeep of the site until such time as any planning approvals may be granted.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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80 Oakfield Road, Wollescote, Stourbridge, West Midlands DY9 9DE

Property Description:

A highly presentable and much improved semi detached house of brick construction surmounted by a pitched tile clad roof and offering generous accommodation which is laid out deceptively on three floors. The property has been modernised throughout and benefits from an extensive range of modern fitted kitchen units, en-suite and bathroom fittings, flexible accommodation providing four bedrooms, UPVC double glazed windows and external doors, gas fired central heating, recent redecoration and the provision of new fitted floor coverings and carpets, off road parking and large rear garden. Oakfield Road forms part of an established residential area located close to open countryside on the Dudley/Bromsgrove border.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Kitchen with extensive range of modern fitted laminate units incorporating built in stainless steel oven, hob and cooker hood and integrated refrigerator and dishwasher, Hallway, Stairs and Landing

First Floor:

Three Bedrooms, Shower Room with modern suite comprising glazed shower enclosure, pedestal wash basin and wc

Lower Ground Floor

(with stair access from lounge)
Large Bedroom Four with En-suite Bathroom having panelled bath, pedestal wash basin, bidet, shower enclosure and wc

Outside:

(Front) Lawned foregarden with tarmacadam driveway providing off road parking, a wide shared side access leading to rear
(Rear) Paved patio and predominantly lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



21 Alma Street, Smethwick, West Midlands B66 2RL

Property Description:

A substantial four storey brick building which also benefits from a single storey warehouse to the rear. The property extends to approximately 863 sq metres (9,278 sq ft). The ground floor benefits from vehicular access protected by a roller shutter, and in total extends to 456.9 sq metres (4,910 sq ft). The property may suit a variety of uses subject to obtaining planning consent, but has most recently been used as a workshop/warehousing. The property is located on Alma Street which leads directly off Soho Way (A457).

Accommodation:

Ground Floor

Warehousing extending to approximately 456.9 sq metres (4,910 sq ft).

First Floor

Open Plan Warehousing extending to approximately 135.5 sq metres (1,456 sq ft)

Second Floor

Open Plan Warehousing extending to approximately 135.5 sq metres (1,456 sq ft)



Third Floor

Open Plan Warehousing extending to approximately 135.5 sq metres (1,456 sq ft)

Outside (front) – The property fronts directly onto Alma Street providing vehicular access

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

187 Halesowen Road, Old Hill, West Midlands B64 6HG

Property Description:

A freehold mid terraced property having the benefit of recently being granted a change of use from A1 to the highly sought after A5 Class, allowing use as a Hot Food Takeaway. This application was granted by Sandwell Metropolitan Borough Council on 9 February 2007 (application number DC/06/47282). The property requires improvement and modernisation, and provides an excellent opportunity to acquire a freehold A5 unit. The property itself is located in the centre of a busy and vibrant area known as Old Hill Shopping Centre and is situated virtually opposite the junction with Elbow Street, with easy access to Heathfield Way (A459) and Reddal Hill Road (A4100). Halesowen Town Centre is approximately 2 miles distance.

Accommodation:

Ground Floor

Ground Floor Retail Unit providing potential for Waiting/Serving Area, rear lean-to with Kitchenette, Rear Store Room providing potential for Kitchen



First Floor

Two Store Rooms

Outside (rear) – Brick built Coal Store and Separate W.C.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





124 Yardley Road, Acocks Green, Birmingham B27 6LG

Property Description:

A freehold end terraced property of traditional construction trading as a long established Florists who have been in occupation for in excess of 15 years. They currently occupy the property by way of a 3 year Full Repairing and Insuring lease at a rental of £10,800 per annum, which commenced 1 August 2005. The property comprises a Ground Floor retail area with flat to the First Floor with potential to be self contained. To the rear of the premises is a double garage with inspection pit currently occupied by a building supplies merchants, by way of a monthly licence at a rental of £85 per week. There is access to the garage directly off Florence Road. The property itself is located on the corner of Yardley Road and Florence Road with Yardley Road providing access to Coventry Road (A45) joining at the Swan Island.

Total Rental Income - £15,200 per annum

Accommodation:

Ground Floor
Retail Unit measuring approximately 41.2 sq metres (443 sq ft), Rear Store measuring 11 sq metres (118 sq ft), Rear Store Two measuring 10.1 sq metres (109 sq ft), Kitchen and Separate WC.

First Floor
Lobby with stairs to first floor (with separate self contained access onto Florence Road), Reception Room, Bedroom, Kitchen and Bathroom comprising shower cubicle, vanity unit and WC.

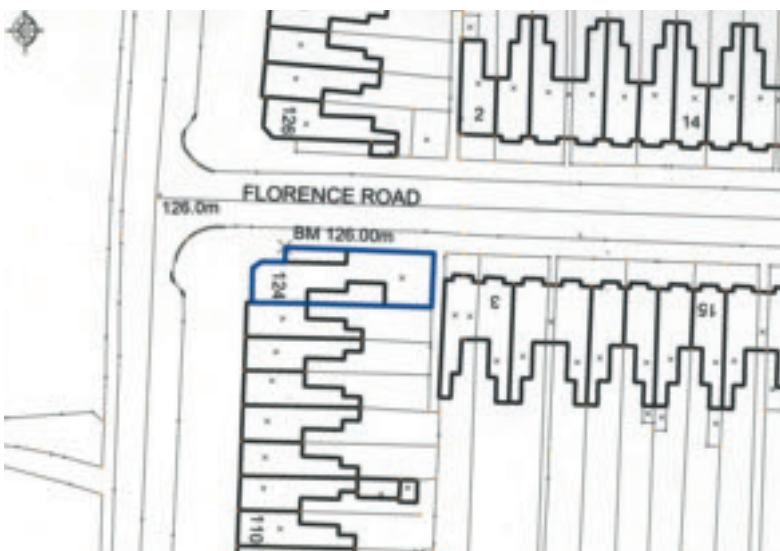
Rear Workshop
A double garage with inspection pit and hoist.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 18

Leasehold Vacant Possession

**32 Gospel Farm Road,
Acocks Green,
Birmingham B27 7JN**

Property Description:

A mid terraced house of part rendered brick construction surmounted by a pitched tile clad roof and set back from the road behind a foregarden which is bordered by a mature hedgerow. The property benefits from gas fired central heating, UPVC replacement windows and external doors and requires some cosmetic improvement and modernisation throughout. Gospel Farm Road is situated off Redstone Farm Road which in turn leads off Solihull Lane (B4025) which provides direct access to Solihull Town which contains the popular Touchwood Shopping Centre.

Accommodation:

Ground Floor:

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

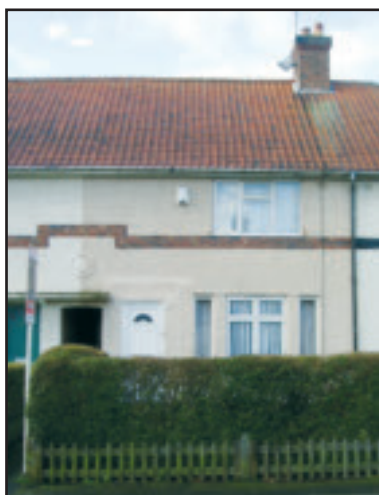
First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Lawned foregarden bordered by a mature privet hedge

(Rear) Shared pedestrian access to a yard and lawned garden



Lease Information:

Term:

99 years from 1st May 1988

Ground Rent:

Refer to Legal Pack

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 19

Freehold Vacant Possession

**126 Vicarage Road,
Oldbury, West Midlands
B68 8HY**

Property Description:

A five bedroom three storey end terraced property of brick construction surmounted by a tile clad roof and set back from the road behind a walled foregarden. The property benefits from having spacious well laid out accommodation, UPVC double glazed windows, gas fired central heating and is offered for sale generally in presentable condition. Vicarage Road (B4169) is a continuation of Joinings Bank and the property itself is situated close to the junction with Crosswells Road. The property is set in an established residential area and is approximately within three miles of junction 2 of the M5 motorway, and is within a mile and a half of the Wolverhampton Road (A4123) that provides easy access to both Wolverhampton and Birmingham City Centre.

Accommodation:

Ground Floor:

Entrance Hallway, Front Reception, Rear Reception, Dining Kitchen, Utility Room.



First Floor:

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

Stairs and Landing

Second Floor

Bedroom 4 and Bedroom 5

Outside:

(Front) Small walled foregarden

(Rear) Lawned garden with brick built stores

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



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2/4 Trafalgar Road, Handsworth, Birmingham B21 9NH

Property Description:

A purpose built Doctors Surgery occupying a substantial site on the corner of Trafalgar Road and Rookery Road. The building is single storey and of brick and tile construction, being completed circa 1997. The current owners have been in practice as Handsworth Medical Practice since 1989, and the Surgery is now well established and benefits from a heavily populated catchment area. The site currently contains the following;

1. Handsworth Medical Practice

A Doctors Surgery offered for sale with vacant possession. The property provides substantial accommodation and extends to approximately 468sq.m. (5,038sq.ft.), all in a very presentable condition.

2. Soho Pharmacy

A self contained Unit adjoining the Surgery, located on the east side of the site, currently let as a Pharmacy by way of an 18 year Lease which commenced 1 April 1999 at a rental of £30,000 per annum. The Lease provides for rent reviews on every third anniversary, an obligation to pay as rent to the landlord 18% of the insurance premium (for the whole building) and is on internal repairing terms only.

The site also benefits from a car park extending to approximately 0.19 Acres (932sq.yards.)

In addition there is a secondary car park which whilst not included in the sale will be transferred to the purchaser upon completion, subject to the approval of the Local Authority (The area outlined red on the plan), which extends to approximately 0.12 Acres (580sq.yards)

Trafalgar Road itself runs directly off Rookery Road which in turn runs directly off Soho Road (A41), providing a wide range of local shops and amenities. Handsworth is a predominantly residential area located approximately 2 miles to the North West of Birmingham City Centre and 2.5 miles to the South East of West Bromwich Town Centre.

Accommodation:

Handsworth Medical Practice

Waiting Room with reception desk, separate WC, disabled WC, access to Pharmacy, 5 Surgery Rooms, 2 Nurses Rooms, 8 Rooms providing a Secretary's Office, Practice Manager's Office, Records Office, Treatment Room, Chiro Room, Common Room, 2 Staff Rooms, Plant Room, a Staff Toilet and Kitchen.

Gross Internal Area – 468sq.m. (5,038sq.ft.)

Soho Pharmacy

Retail Area extending to 96sq.m. (1,031 sq ft), Store Room and separate WC.

The Total Site Area extends to approximately (outlined blue on the plan) – 0.44 Acres (2,129sq.yards.)

Vendors Solicitors:

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The Brew House, Castle Bromwich Hall Estate, Castle Bromwich, Birmingham, B36 9DE

Property Description:

A substantial Grade I Listed Building located on the historic Castle Bromwich Hall Estate. The property is a three storey brick building surmounted by a pitched tiled roof. It is believed the building dates back to the early 1600's. The property currently comprises office accommodation extending to approximately 389sq.m. (4,178sq.ft). The building may suit a variety of uses including potential residential use subject to obtaining appropriate Planning Consent and Listed Building Consent. The property also benefits from a car park providing fifteen car parking spaces. Also included in the Title is free and unhindered access to formal gardens and grounds which extend to approximately 6.7 acres (2.711 hectares).

Accommodation:

Ground Floor

Reception Hall with private Office, Kitchen, Toilet facilities, Three Offices – Total net area approximately 123sq.m. (1,324sq.ft.).

First Floor

Five Offices, Store Room and Toilet facilities – Total net area approximately 119sq.m. (1,280sq.ft.).

Second Floor

Four Offices – Total floor area approximately 117sq.m. (1,257sq.ft.).

In addition to this there is basement storage extending to approximately 30sq.m. (321sq.ft.) –

Total floor area approximately 389sq.m. (4,180sq.ft.).

N.B. Please note that VAT is payable upon this property.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





LOT 22

Shop 6, Walmley Ash Court, 49 Walmley Road, Sutton Coldfield, B76 1NP

Property Description:

A Ground Floor retail unit located close to the Town Centre of the highly sought after suburb of Sutton Coldfield. The property is trading as a long established hair-dressers, occupying the property by way of a 6 year Full Repairing and Insuring lease which commenced 15 December 2006 at a rental of £13,000 per annum. A Rent Review is due on the third anniversary, being set as RPI + 1%. The First Floor Flat is owned by way of a separate Leasehold Title, and hence is not included in the sale. The premises are located close to the junction of Walmley Road (B4148) and Wylde Green Road within approximately 1.5 miles from Sutton Coldfield Town Centre and approximately 6.5 miles to the north east of Birmingham City Centre.

Accommodation:

Ground Floor
Retail area measuring approximately 57.1 sq metres (615 sq ft), Kitchen and separate WC.

Leasehold Investment



Tenure:

The property is Leasehold the lease being for 99 Year from 25/12/1999.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 23

12 Park Place, Mount Street, Nechells, Birmingham B7 5QR

Property Description:

An end terraced property of brick construction surmounted by a tile clad roof set back from the road behind a lawned foregarden and pathway. The property has recently been refurbished and includes UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and new carpets throughout. Park Place is located off Mount Street which in turn runs from Cuckoo Road (B4137). The property would provide an ideal buy to let or alternatively would be suitable for a first time buyer. The property is approximately within a quarter of a mile distance from Star City and within half a mile of Junction 6 of the M6 motorway.

Accommodation:

Ground Floor
Front Reception Room, Rear Reception Room, Kitchen.

First Floor

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



Outside – (front) lawned foregarden
(rear) yard area

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





**181 Walsall Road, West Bromwich,
West Midlands, B71 3JA**

Property Description:

An end terraced house of brick construction surmounted by a hipped tile clad roof providing well laid out accommodation and benefiting from mostly replacement UPVC windows, gas fired central heating, three bedrooms, garage and off road parking. The property is situated opposite the junction with Caldwell Street and Walsall Road (A4031) provides access to West Bromwich town centre being within approximately two and a half miles distance to the south and Walsall town centre being approximately four miles distance to the north.

Accommodation:

Ground Floor
Glazed Porch, Entrance Hall, Lounge, Kitchen, Bathroom with panelled bath, vanity wash basin and WC, Verandah/Sun Room.
First Floor
Stairs and Landing, Three Bedrooms.

Outside:

Front – paved forecourt and driveway providing ample off road parking, Garage with separate workshop/store.
Rear – paved patio, pond and neatly lawned garden.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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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.



LOT 25**Freehold Vacant Possession**

**124 Bridge Cross Road,
Chasetown, Burntwood,
Staffordshire WS7 8BZ**

Property Description:

A brick built semi detached house surmounted by a replacement tile clad roof, requiring modernisation and improvement and benefiting from UPVC double glazed windows and external doors and an extensive rear garden. The property is set back from Bridge Cross Road (A5190) behind a foregarden and is conveniently within approximately two and a half miles distance from the M6 (Toll) Northern Relief Road, which provides access to the Midlands Motorway Network.

Accommodation:

Ground Floor

Reception Hall, Cloak Room with wc, Lounge, Dining Kitchen with pantry, Rear Entrance Hall with store

First Floor

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



Outside:

(Front) Lawned foregarden with pedestrian side access to rear

(Rear) Paved and concreted yard and large lawned garden.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 26**Freehold Vacant Possession**

**2 Livingstone Road,
Bilston, West Midlands
WV14 0QZ**

Property Description:

A three bedroom semi detached property having the benefit of off road parking to the side and being surmounted by a hipped tile clad roof and set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation, gas fired central heating and is offered for sale generally in presentable condition. Livingstone Road is located off Ston Road and runs adjacent to Millfields Road (A4039). The property would provide an ideal buy to let opportunity being within approximately half a mile from Bilston Town Centre, and also within a quarter of a mile from the A41 which in turn provides direct access to

Wolverhampton City Centre being approximately one and three quarter miles in distance.

Accommodation:

Ground Floor

Entrance Hallway, Reception Room, Dining Kitchen.

First Floor

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

Outside – (front) lawned foregarden
(rear) lawned garden and patio area and off road parking to the side

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





56 Madin Road, Tipton, West Midlands DY4 8JT

Property Description:

An extended semi detached property of part rendered brick construction surmounted by an interlocked hipped tile clad roof set back from the road behind a gravelled fore garden allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in presentable condition. Madin Road is set in an established residential area and is located off Baker Street which in turn is found off the Birmingham New Road (A4123), which gives direct access to both Wolverhampton and Birmingham City Centres. The property is also within a quarter of a mile distance from Guest Hospital and within a mile and a half distance of Dudley Town Centre.

Accommodation:

Ground Floor
Entrance Porch, Entrance Hallway, Front Reception, Rear Reception, Kitchen.

First Floor
Stairs and Landing, Three Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC.

Outside (front) – gravel foregarden allowing for off road parking
Outside (rear) – patio area and lawned garden

Vendors Solicitors:

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11 Midland Drive, Sutton Coldfield, West Midlands B72 1TU

Property Description:

A semi detached property of rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and driveway leading to garage providing off road parking. 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. The property further benefits from having planning permission granted in full for the erection of a first floor side extension to provide a further bedroom and bathroom. Midland Drive is located in an established and popular residential area, and is located off High Street (A5127) and Rectory Road. The property is within walking distance to both Sutton Coldfield Railway Station and Town Centre providing a wide range of shops and amenities, and within a quarter of a mile from Good Hope Hospital.

Accommodation:

Ground Floor
Entrance Porch, Entrance Hallway,
Through Lounge, Kitchen, Dining
Room, Stairs and Landing to
First Floor
Three Bedrooms and Bathroom having
panelled bath, pedestal wash basin and
separate WC.
Outside – (front) Lawned foregarden
and driveway leading to garage
(rear) patio area and
lawned garden

Proposed Extended Front Elevation



Planning:

The property benefits from full planning consent granted by Birmingham City Council (reference N/07091/03/FUL dated 9 March 2004) for the erection of a first floor side extension, a copy of the planning consent is available for inspection at the Auctioneer's office.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



95 Lysander Road, Rubery, Rednal, Birmingham B45 0EN

Property Description:

A four bedroom end terraced property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a walled 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. The property further benefits from a garage attached to the side of the property allowing for secure off road parking. The property is located in a cul-de-sac on Lysander Road which in turn runs from Hollyhill Road. The property could provide an ideal buy to let opportunity and being within approximately a quarter of a mile distance from Great Park and a further three miles distance from the main shopping area in Northfield.

Accommodation:

Ground Floor
Entrance Hallway, WC, Breakfast Kitchen and Reception Room.

First Floor
Stairs and Landing, Four Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC.

Outside – (front) paved foregarden and garage allowing for off road parking (rear) patio area and lawned garden

Vendors Solicitors:

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The Parish Hall, Church Road, Stockingford, Nuneaton, Warks, CV10

Property Description:

A freehold residential development site extending to an area of 0.15 acres (639 sq m) approximately, and currently containing a single storey former parish hall. The site is situated in a predominantly residential area containing a mix of modern and traditional housing. Church Road is situated off Arbury Road (B4102) which provides direct access to Nuneaton town centre, being within approximately three miles distance to the East and yet the site is within less than half a mile distance from open countryside.

Planning:

The site benefits from outline planning permission (Ref TP064002 dated 29 June 2005) for the demolition of the existing parish hall and residential development of eight flats. The planning consent is subject to a Section 106 Agreement under the Town and Country Planning Act 1990 and specifies that the developer make payment to the local authority the sum of £1,010 in respect of dwellings with two or more bedrooms and £635 in respect of one bedroom dwellings. Copies of both the planning consent and Section 106 Agreement are available for inspection at the Auctioneer's offices.

We understand from the vendor that he has had plans drawn for an alternative scheme containing a total of 9 apartments but has not submitted this to the Planning Department at Nuneaton and Bedworth Borough Council and therefore the site is being offered with the existing consent as stated.

Existing Accommodation

Parish Hall
Ground Floor
Reception Area with Ladies and Gents WC, Rectangular Hall with stage area and Kitchen.
Gross internal area – 301 sq m (3,246 sq ft).
Total site area – 0.15 acres (639 sq m).

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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139 Powell Street and Adjacent Site, Park Village, Wolverhampton, WV10 0BH

Property Description:

A freehold site located on the corner of Powell Street and Leslie Road which currently comprises of the following:-

1. A substantial detached building, the most recent use of which has been as a retail unit, but which has also traded as a Public House (The Travellers Rest), and which may provide scope for residential conversion/development subject to obtaining appropriate planning consent.
2. A yard area with vehicular access off Powell Street which it is believed formerly contained numbers 135 and 137 Powell Street. Although no formal planning application has been made, the vendor has prepared a scheme for demolition of the existing extension of No. 139 and erection of 2 No. two bedroom semi detached properties on this part of the site, a copy of which can be obtained from the Auctioneer's office.

Following informal discussions with Wolverhampton City Council it is believed that both parts of the site may be suitable for residential development.

Accommodation:

139 Powell Street
Ground Floor

Two rooms, Kitchen, Store Room and former separate WC.

First Floor

Stairs and Landing (can be made self contained as stairwell benefits from separate entrance) three rooms, Bathroom and separate WC.

NB. Please note the property is Stamp Duty exempt.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





1 Rousdon Grove, Great Barr, Birmingham, B43 5HN

Property Description:

A modern semi detached house of part rendered brick construction surmounted by a pitched tile clad roof and providing well laid out accommodation benefiting from UPVC double glazed windows, gas fired central heating, modern kitchen fitments, garage and conservatory but requiring some cosmetic improvement. The property is situated in a cul-de-sac leading off Stanton Road which leads directly off Hamstead Road (B4167) and the property is conveniently within approximately one quarter of a mile distance from access to Sandwell Valley Country Park and one miles distance from local amenities at Scott Arms Shopping Centre.

Accommodation:

Ground Floor
Reception Hall, L-shaped
Lounge/Dining Room, Conservatory,
Kitchen with attractive range of modern laminate units.

First Floor

Stairs and Landing, Three Bedrooms,
Bathroom with corner suite comprising
panelled bath with shower over,
pedestal wash basin, Separate WC.

Outside:

Front – tarmacadam driveway providing
off road parking, integral garage, side
pedestrian access via a secure lean-
to/store leading to rear.

Rear – paved and gravel patio, decked
terrace area and partly lawned garden.

Vendors Solicitors:

Refer to Auctioneers

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(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.





2 Hawbush Road, Leamore, Walsall, WS3 1AG

Property Description:

A detached house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and fitted security alarm. The property is situated opposite Oak Crescent and occupies a large plot which provides scope for extension to the existing dwelling and may also have potential for redevelopment of the site all being subject to obtaining planning approval from the local authority. Hawbush Road is situated via Elm Road off Beeches Road which in turn leads off Bloxwich Road (B4210) and the property lies approximately two miles distance to the North of Walsall Town Centre and one and a half miles distance from local services on Bloxwich High Street.

Accommodation:

Ground Floor:

Reception Hall, Cloak Room with wc, Full Length Lounge, Large Dining Kitchen with a range of laminate units including built in oven and hob, built in pantry cupboard

First Floor:

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

Outside:

(Front) Large foregarden set behind a boundary wall and having dual vehicular access.

(Rear) Side access to rear garden

Vendors Solicitors:

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18 Windsor Road, Parkfields, Wolverhampton WV4 6HX

Property Description:

A three bedroom detached property of brick construction surmounted by a tile clad roof set back from the road behind a tarmacadamed driveway allowing for off road parking. 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. Windsor Road is located off Parkfield Road (A4039). The property would provide ideal family accommodation, or alternatively a buy to let property being within approximately one and a quarter of a miles distance from the City and University of Wolverhampton.

Accommodation:

Ground Floor
Entrance Hallway, Through Lounge, Kitchen and Utility/Breakfast Room.
First Floor
Stairs and Landing, Three Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC.

Outside – (front) tarmacadamed driveway
(rear) patio and lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

126 Park Street South, Wolverhampton WV2 3JG

Property Description:

A freehold mid terraced property of traditional construction surmounted by a pitched tiled roof. The property benefits from UPVC double glazing and gas fired central heating, and is offered for sale in a presentable condition. The property is located on Park Street South close to the junction with Goldthorn Hill (A4039) which provides direct access to Penn Road (A449), Wolverhampton Road East (A459) and Birmingham New Road (A4123).

Accommodation:

Ground Floor
Reception Hall, Two Reception Rooms, Kitchen/Diner, Bathroom with WC, panelled bath and wash hand basin.
First Floor
Three Bedrooms and Bathroom with WC, Shower Cubicle and wash hand basin.

Outside (rear) – Yard with pedestrian right of way across, separate garden



Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 36**Freehold Vacant Possession**

**76 Stafford Street,
Willenhall,
West Midlands WV13 1RT**

Property Description:

A mid terraced retail unit offered for sale in presentable order having recently undergone a high quality refurbishment. The property provides an ideal opportunity to acquire a town centre retail unit and may provide an ideal commercial buy to let opportunity. The property itself is located in a pedestrianised area of Willenhall Town Centre, and provides direct access to Temple Bar (B4484) and is within easy access to the Keyway (A454).

Accommodation:

Ground Floor

Retail area extending to approximately 34.0 sq metres (375 sq ft), Rear Store extending to 45.2 sq metres (486 sq ft).

First Floor

Four rooms, extending to approximately 31.5sq.m. (340sq.ft.)

**Vendors Solicitors:**

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 37**Freehold Vacant Possession**

**78 Dingle Street, Oldbury,
West Midlands B69 2DY**

Property Description:

A semi detached property of brick construction with an interlocking tile clad roof set back from the road behind a paved driveway allowing for off road parking and access to garage. The property benefits from having well laid out accommodation, UPVC double glazing and gas fired central heating, and is offered for sale in presentable condition. Dingle Street is located between Braids Road and Ashtree Road, and is close the Wolverhampton Road (A4123) which in turn provides direct access to both Birmingham and Wolverhampton City Centres. The property is also within approximately one quarter of a mile from Oldbury Town Centre, which itself provides a wide range of local shops and amenities, and approximately within half a mile of junction 2 of the M5 motorway.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Reception Room, Kitchen, Inner Lobby with door to rear and door to Garage.

First Floor

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

Outside: (Front) - Paved driveway
(Rear) - Paved garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





40 Wellington Road, Bilston, West Midlands WV14 6AG

Property Description:

A semi detached property of rendered brick construction set back from the road behind a walled foregarden and surmounted by an interlocking tile clad roof. The property has been converted to provide two separate self contained flats, one flat occupying the ground floor and having two bedrooms the second occupying the first and second floor and having three bedrooms. Each flat benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating, and are both offered for sale in presentable condition. Wellington Road (A41) is a continuation of the Bilston Road and gives direct access to Wolverhampton City Centre. The property itself is approximately within a quarter of a mile of Bilston Town Centre which in turn provides a wide range of shops and amenities. The ground floor flat is offered for sale with vacant possession, however, the first floor flat is currently let on an Assured Shorthold Tenancy Agreement providing a rental of £540 per month (£6,480 per annum). We understand from the vendor the ground floor flat has previously been let producing a rental of £460 per month (£5,520 per annum).

Accommodation:

Ground Floor Flat
Entrance Hallway, Reception Room, Two Bedrooms, Kitchen and Shower Room.

First Floor Flat
Stairs and Landing, Entrance Hallway, Lounge, Kitchen, Two Bedrooms and Bathroom, Stairs leading to Attic Room.

Outside:

(Front) Walled foregarden.
(Rear) Potential for off road parking via a shared accessway.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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Flats A, B, C & D, 339 Newhampton Road East, Wolverhampton, WV1 4AD

Property Description:

A substantial three storey traditional mid town house of part rendered brick construction surmounted by a pitched tile clad roof and having a two storey section to the rear which benefits from rear vehicular access off Drummond Street. The property was converted some years ago by a Housing Association into four separate self contained flats, three units in the main house and one, two storey, cottage style flat to the rear section. The property requires modernisation and repair throughout but provides superb investment potential being situated within less than half a miles distance from Wolverhampton city centre which provides an abundance of both professional and student tenants.

Accommodation:

Ground Floor
Shared Reception Hall
Flat A
Entrance Hall, Bathroom, Inner Hall, Lounge, Kitchen, Bedroom
Stairs and Landing to
First Floor
Flat B
Entrance Hall, Breakfast Kitchen, Lounge, Bathroom, Bedroom
Stairs and Landing to
Second Floor
Flat C
Entrance Hall with large store cupboard, Bed/Living Room, Bathroom and Kitchen.

Flat D
Located to the rear of the property
Ground Floor

Entrance Hall, Kitchen and Lounge
First Floor
Stairs and Landing, Bedroom and Bathroom

Front – paved and walled foregarden.
Rear – shared driveway leading off Drummond Street to parking area, garden and yard.

Vendors Solicitors:

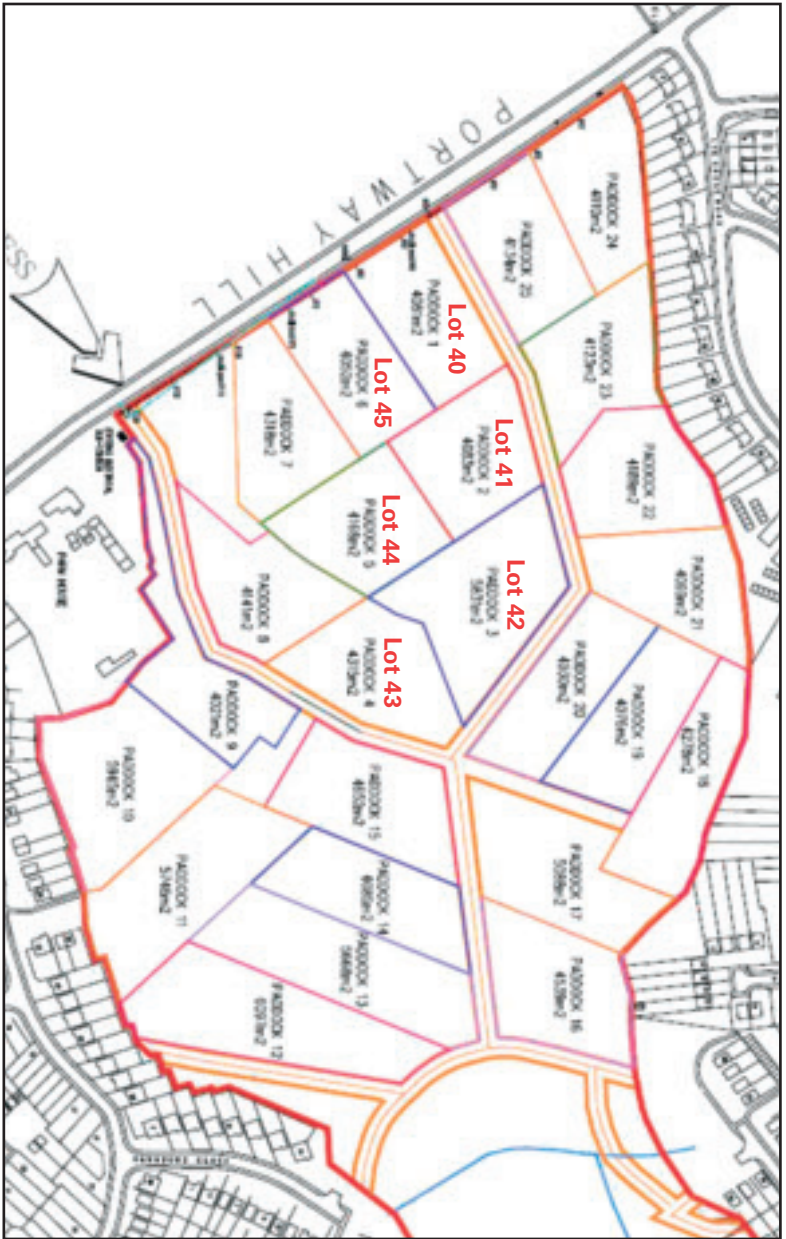
Refer to Auctioneers

Viewings:

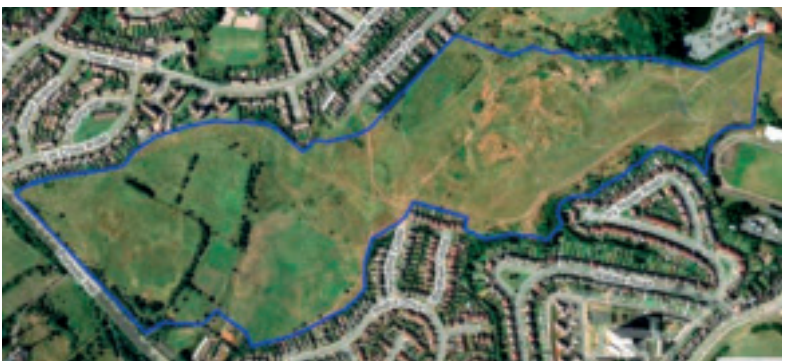
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**Paddocks 1-6 Portway Hill,
Rowley Regis, West Midlands**



Overall view of Paddock Areas



Freehold Paddock Land

LOT 40 (4,081 sq m)

Paddock 1, Portway Hill, Rowley Regis, West Midlands

Property Description:

A parcel of freehold paddock land extending to an area of approximately 1.0 acres (4,081 sq m) and currently forming part of a large open space, predominantly comprising of grazing land which has been sub-divided into a range of paddocks as detailed on the architect's plan. The paddocks are situated off Portway Hill between the junctions of Lye Cross Road and Midhill Drive and will be accessed by way of a shale covered common track which will be installed initially by the vendor. The buyer will be responsible for the erection of a post and rail fence to the designated boundaries as detailed in the legal pack. A land surveyor employed by the vendor will set out the exact boundaries to be fenced in accordance with the plans.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – External only

LOT 41 (4,083 sq m)

Paddock 2, Portway Hill, Rowley Regis, West Midlands

Land Description:

A parcel of freehold paddock land extending to an area of approximately 1.0 acres (4,083 sq m) and currently forming part of a large open space, predominantly comprising of grazing land which has been sub-divided into a range of paddocks as detailed on the architect's plan. The paddocks are situated off Portway Hill between the junctions of Lye Cross Road and Midhill Drive and will be accessed by way of a shale covered common track which will be installed initially by the vendor. The buyer will be responsible for the erection of a post and rail fence to the designated boundaries as detailed in the legal pack. A land surveyor employed by the vendor will set out the exact boundaries to be fenced in accordance with the plans.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – External only

LOT 42 (5,831 sq m)

Paddock 3, Portway Hill, Rowley Regis, West Midlands

Property Description:

A parcel of freehold paddock land extending to an area of approximately 1.44 acres (5,831 sq m) and currently forming part of a large open space, predominantly comprising of grazing land which has been sub-divided into a range of paddocks as detailed on the architect's plan. The paddocks are situated off Portway Hill between the junctions of Lye Cross Road and Midhill Drive and will be accessed by way of a shale covered common track which will be installed initially by the vendor. The buyer will be responsible for the erection of a post and rail fence to the designated boundaries as detailed in the legal pack. A land surveyor employed by the vendor will set out the exact boundaries to be fenced in accordance with the plans.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – External only

LOT 43 (4,315 sq m)

Paddock 4, Portway Hill, Rowley Regis, West Midlands

Land Description:

A parcel of freehold paddock land extending to an area of approximately 1.06 acres (4,315sq m) and currently forming part of a large open space, predominantly comprising of grazing land which has been sub-divided into a range of paddocks as detailed on the architect's plan. The paddocks are situated off Portway Hill between the junctions of Lye Cross Road and Midhill Drive and will be accessed by way of a shale covered common track which will be installed initially by the vendor. The buyer will be responsible for the erection of a post and rail fence to the designated boundaries as detailed in the legal pack. A land surveyor employed by the vendor will set out the exact boundaries to be fenced in accordance with the plans.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – External only



LOT 44 (4,168 sq m)**Paddock 5, Portway Hill,
Rowley Regis,
West Midlands****Property Description:**

A parcel of freehold paddock land extending to an area of approximately 1.02 acres (4,168sq m) and currently forming part of a large open space, predominantly comprising of grazing land which has been sub-divided into a range of paddocks as detailed on the architect's plan. The paddocks are situated off Portway Hill between the junctions of Lye Cross Road and Midhill Drive and will be accessed by way of a shale covered common track which will be installed initially by the vendor. The buyer will be responsible for the erection of a post and rail fence to the designated boundaries as detailed in the legal pack. A land surveyor employed by the vendor will set out the exact boundaries to be fenced in accordance with the plans.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – External only

LOT 45 (4,052 sq m)**Paddock 6, Portway Hill,
Rowley Regis,
West Midlands****Land Description:**

A parcel of freehold paddock land extending to an area of approximately 1.0 acres (4,052sq m) and currently forming part of a large open space, predominantly comprising of grazing land which has been sub-divided into a range of paddocks as detailed on the architect's plan. The paddocks are situated off Portway Hill between the junctions of Lye Cross Road and Midhill Drive and will be accessed by way of a shale covered common track which will be installed initially by the vendor. The buyer will be responsible for the erection of a post and rail fence to the designated boundaries as detailed in the legal pack. A land surveyor employed by the vendor will set out the exact boundaries to be fenced in accordance with the plans.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – External only

LOT 46**Freehold Land****Plot 15, Little Hay Lane, Shenstone, Staffordshire****Property Description:**

A parcel of land extending to approximately 525 sq m (0.13 acres) and currently comprising of open countryside within the Green Belt and on the outskirts of the village of Little Hay, located approximately three miles north of Sutton Coldfield Town Centre and with convenient access to the new M6 Toll Road, cities of Lichfield and Birmingham, The Belfry and the NEC. The plot forms part of a proposed development and is offered as a potential single building plot for possible future development of one detached property if planning consent is granted at some future date.

All planning enquiries should be taken up with Lichfield District Council, Planning Department on 01543 308197. The present owners will be responsible for the ongoing maintenance and upkeep of the site until such time as any planning approvals may be granted.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





29 Goscote Lane, Walsall, West Midlands WS3 1PQ

Property Description:

An end terraced property of brick construction surmounted by a tile clad roof set back from the road behind a lawned and paved foregarden allowing for off road parking. The property does benefit from having well laid out accommodation and UPVC double glazed windows, however, the property has recently suffered some vandalism and will require some further modernisation and improvement. Goscote Lane is a continuation of Livingstone Road which in turn can be found off the Lichfield Road (A4124). The property is approximately one mile in distance from the main shopping area in Bloxwich and approximately within a quarter of a miles distance from Goscote Hospital and a further two and a half miles distance from Walsall Town Centre.

Accommodation:

Whilst the property has not been internally inspected by the auctioneers, we are advised by the vendor that it benefits from the following:

Ground Floor
Entrance Porch, Entrance Hallway,
Lounge, Kitchen.
First Floor
Stairs and Landing, Three Bedrooms
and a Bathroom.

Outside – (Front) - paved foregarden
(Rear) - garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 17th May 2007 at Villa Park, 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.





Bldg Plot Adj 15 The Forge, Halesowen, West Midlands B63 2YP

Property Description:

A parcel of freehold building land situated adjacent to number 15 The Forge in a cul-de-sac containing a range of modern dwelling houses. The plot directly fronts the road and extends to an area of 120sq.m (143sq.yd) and benefits from planning consent for the erection of a detached dwelling house. The Forge leads off Cradley Forge (B4174) which in turn leads off Forge Lane (A4100) and the property is conveniently within less than half a mile distance from Cradley Heath railway station and approximately three quarters of a mile distance from High Street providing a wide range of retail amenities and services. The plot comprises of former garden land and currently contains a detached brick built garage which will require demolition prior to commencement.

The proposed accommodation comprises:

Ground Floor
Entrance Hall, Cloak Room having wc, Lounge/Dining Room and Kitchen
First Floor
Stairs and Landing, Bathroom, Bedroom One with en-suite shower room and Bedroom Two
Outside
(Front) Small foregarden and parking space
(Rear) Garden
A copy of the plans and planning consent is available for inspection at the auctioneers offices.

Vendors Solicitors:

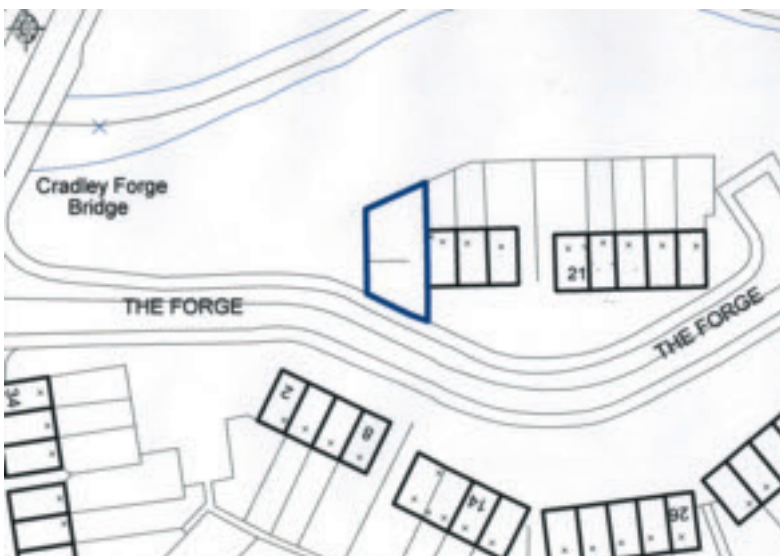
Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

The plot benefits from planning consent granted by Dudley Metropolitan Borough Council (Ref: P04/2454 and dated 20th January 2005) for the erection of a detached two bedroom dwelling house.





10 Station Street, Tipton, West Midlands, DY4 8UE

Property Description:

A detached bungalow of part rendered brick construction surmounted by a hipped tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and off road parking but requiring cosmetic improvement throughout. The property occupies a corner plot at the junction with Howard Street and is conveniently within less than a quarter of a mile distance from local services at Dudley Port (A461) including Dudley Port Railway Station and approximately two and a half miles distance from Dudley Town Centre.

Accommodation:

Ground Floor:

Vestibule Entrance, Reception Hall, Lounge, Dining Kitchen with range of modern units including built in oven, hob and cooker hood, Utility Room, Three Bedrooms, Shower Room with glazed shower enclosure, pedestal wash basin and wc

Outside:

Concrete driveway leading to front and side of the property providing off road parking, concrete paved foregarden, lawned side garden and a paved rear yard.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit card

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

Personal/Company Cheque

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

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



LOT 50**Freehold Vacant Possession****181 Weoley Avenue,
Selly Oak, Birmingham
B29 6PU****Property Description:**

A very well presented three bedroom semi detached property having recently undergone refurbishment throughout. The property benefits from UPVC double glazing throughout, gas fired central heating and well laid out accommodation. The property is excellently suited to first time buyers or as a potential buy-to-let investment. Weoley Avenue itself is located off Weoley Park Road which provides direct access to Bristol Road (A38). The University of Birmingham is approximately one mile distance and Birmingham City Centre is approximately three miles distance to the North East.

Accommodation:

Ground Floor
Reception Hall, Through Lounge,
Kitchen
First Floor
Stairs and Landing, Three Bedrooms,
Bathroom with W.C., panelled bath and wash hand basin



Outside (rear) – Lawned garden with vehicular right of way at the far end (does not currently provide access to property)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 51**Freehold Vacant Possession****206B Green Lane,
Small Heath,
Birmingham B9 5DQ****Property Description:**

A three/four bedroom end terraced property set out over three stories and being of rendered brick construction surmounted by a tile clad roof directly fronting the pavement. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating, and is offered for sale in presentable condition. The property is close to the junction of Victoria Street (B4145), and is within walking distance of the local amenities and services located on Green Lane itself. The property is also conveniently located within approximately two miles distance from Birmingham City Centre, and one and a quarter of a miles distance from Birmingham Heartlands Hospital.

Accommodation:

Ground Floor
Front Reception, Rear Reception,
Kitchen, Inner Lobby and Bathroom
having panelled bath, pedestal wash basin and WC.
First Floor
Stairs and Landing, Bedroom 1,
Bedroom 2 intercommunicating with



Bedroom 3.
Second Floor
Stairs and Landing, bedroom 4.

Outside – rear garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 52

Freehold Vacant Possession

**33 Overdale Road,
Quinton, Birmingham,
B32 2QP**

Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof benefiting from mostly UPVC double glazed windows, gas fired central heating (not tested), partial rewire but requiring modernisation and improvement throughout. The property is situated on a corner plot having a generous foregarden which provides off road parking and Overdale Road is situated off Quinton Road West which in turn leads off West Boulevard (B4121). Harborne High Street is within approximately two and a half miles distance which provides a wide range of retail amenities and services.

Accommodation:

Ground Floor
Porch, Entrance Hallway, Lounge, Kitchen, Bathroom with bath, pedestal wash basin and WC, Side Entrance Hall/Lean To.



First Floor

Stairs and Landing, Three Bedrooms.

Outside:

(Front): partly lawned foregarden with driveway providing off road parking and pedestrian side access to rear.

(Rear): paved patio and lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 53

Freehold Vacant Possession

**61 Bancroft Lane,
Mansfield,
Nottinghamshire
NG18 5LG**

Property Description:

An end terraced property of part rendered brick construction surmounted by a pitched slate clad roof and currently comprising of a ground floor retail premises which has been used as a beauty salon along with a separate flat over. The property occupies a corner position at the junction with Holden Street and is conveniently within less than a third of a mile distance from Mansfield Town Centre providing a wide range of amenities. Mansfield itself is situated approximately seven miles distance (via the A38) from the M1 Motorway (junction 28) and is located approximately ten miles distance to the North of Nottingham City Centre. The property is generally in a good presentable condition with both the shop and the flat having been modernised and both benefit from a shared gas fired central heating and the flat benefits from UPVC double glazed windows, redecoration, new carpets and modern shower room fittings. It does however require the addition of some kitchen fittings.



Accommodation:

Ground Floor:
Retail Shop with UPVC shop front having electric roller shutter protection, Retail Area, Inner Hall, Office/Store Room, Two Treatment Rooms, Kitchen, Cloak Room with wc and wash basin.

Gross Internal Area: 28.56sq.m
(307sq.ft)

Flat Accommodation: Private off street access to:
Entrance Hall, Stairs and Landing

First Floor
Lounge, Bedroom, Shower Room with walk in shower cubicle, pedestal wash basin and wc

Outside:
Enclosed concrete yard with side pedestrian access

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



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LOT 54

Freehold Vacant Possession

70 Broughton Crescent, Northfield, Birmingham B31 2SY

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a paved driveway and requiring complete modernisation and improvement throughout. Broughton Crescent leads directly off Bristol Road South which provides direct access to Northfield Shopping Centre and Great Park Retail and Leisure Complex, both providing a wide range of amenities. The immediate surrounding area is currently undergoing various redevelopment schemes primarily on land formerly occupied by the Rover Car Plant.

Accommodation:

Ground Floor:

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

First Floor:

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



Outside:

(Front) Lawned foregarden and paved driveway providing off road parking, pedestrian side access to rear
(Rear) Paved patio, lawned garden and a prefabricated double garage/workshop

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 55

3 Rushwick Croft, Shard End, Birmingham, B34 7HJ

Property Description:

A mid terraced house of prefabricated non traditional construction surmounted by a pitched roof and benefiting from three bedrooms, gas fired central heating and UPVC double glazed windows. The property is situated overlooking a public green area and Rushwick Croft is situated off Alderpits Road which in turn leads off Brownfield Road. Local services are available on Chester Road (B4114) within approximately one third of a mile distance. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £98 per week (£5,096) per annum.

Accommodation:

Whilst the property has not been inspected internally by the Auctioneers we understand from the Vendor that it benefits from the following:-



Ground Floor

Entrance Hall, Through Lounge/Dining Room, Kitchen.

First Floor

Stairs and Landing, Three Bedrooms, Bathroom.

Outside

Front – open plan lawned foregarden.
Rear - garden.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 56

150 Perch Avenue, Chelmsley Wood, Birmingham, B37 5NB

Property Description:

A modern four bedroom townhouse, located in a well established residential area. The property is in a presentable condition and benefits from upvc Double Glazing and gas fired Central Heating, and is currently let at a rental of £450.00 per calendar month (£5,400 per annum) on an Assured Shorthold Tenancy Agreement for a term of 6 years which commenced on 1st January 2006. Under the terms of the agreement the rent shall remain fixed for the first two years and be subject to a maximum increase of 5% per annum on each subsequent anniversary of the commencement of the agreement. Perch Avenue is located directly off Chelmsley Road, with Chester Road (A452) located approximately 0.5 miles distant.

Accommodation:

Ground Floor
Entrance Hall, Reception Hall,
Kitchen/Diner, Living Room,
Conservatory and Separate W.C.

Freehold Investment



First Floor
Stairs and Landing, Four Bedrooms,
Bathroom

Outside (front) – lawned foregarden
Outside (rear) – lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 57

6 Hereford Street, Walsall, West Midlands WS2 7BJ

Property Description:

An end terraced property of brick construction surmounted by a tile clad roof set back from the road behind a small wall and hedged fore garden. The property benefits from having well laid out accommodation and off road parking to the rear via a service road, however does require some modernisation and improvement. Hereford Street is located off Essex Street which in turn is found off Bloxwich Road (B4210) and is approximately three quarters of a mile north of Walsall Town Centre, which in turn provides a wide range of shops and amenities. The property is also within a mile and a half of Manor Hospital.

Accommodation:

Ground Floor
Entrance Porch, Lounge, Dining Room,
Breakfast Kitchen.
First Floor
Stairs and Landing, Two Bedrooms and
Bathroom having panelled bath,
pedestal wash basin, shower cubicle
and low level WC.



Outside (front) – walled foregarden
Outside (rear) – lawned garden with
side access leading to garage and off
road parking to rear via service road.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



**146 Granton Road,
Liverpool, Merseyside,
L5 6QW**

Property Description:

A traditional built two storey mid terraced house having partial central heating and forming part of an established residential area located directly off Walton Breck Road (A5089) and within five hundred metres of Liverpool Football Club's Anfield Stadium. Liverpool city centre is located approximately two and a half miles distance to the South West. The property is currently let on a Regulated Tenancy at a Registered Rental of £52 per week (£2,704 per annum) effective from 26 October 2005.


Vendors Solicitors:

Refer to Auctioneers

Accommodation:

Whilst the property has not been internally inspected by the Auctioneers we understand that it benefits from the following:-

Ground Floor

Two Reception Rooms, Kitchen and Bathroom.

First Floor

Stairs and Landing, Three Bedrooms

Viewings:

Via Cottons – 0121 247 2233

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12 Gilbert Close, Arnold, Nottingham NG5 5UR

Property Description:

A purpose built first floor, two bedroomed apartment forming part of an attractive and well maintained three storey development situated on a new residential estate which was constructed approximately three years ago on land previously occupied by High Pavement 6th Form College and playing fields. The property provides well laid out accommodation which benefits from gas fired central heating, UPVC double glazed windows, security door entry system, two bedrooms and off road parking and is situated fronting Arnold Road, set back behind a communal lawned foregarden. The property is located within approximately half a mile distance from City Hospital and is conveniently within approximately three miles distance from both the M1 Motorway (junction 26) and Nottingham City Centre. The property is ideally suited to a buy to let investor and is currently let on an Assured Shorthold Tenancy Agreement at a rental of £450 per calendar month (£5,400 per annum).

Accommodation:

Ground Floor:
Communal Entrance with security door entry system, Stairs and Landing
First Floor:
Entrance Hall, Reception Hall with door entry telephone and two built in store cupboards, Kitchen with range of attractive modern fitted units incorporating a built in oven, hob and cooker hood along with freestanding appliances comprising of dishwasher, washing machine and fridge freezer, Lounge/Dining Room, Two Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin and wc



Outside:

Communal gardens and allocated parking space located to the rear

Leasehold Information:

Lease Term: 150 years
(less one day) from 1 September 2003
Ground Rent: Refer to Legal Pack
Service Charge: Refer to Legal Pack

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Land Off Scott Road, Olton, Solihull, West Midlands, B92 7LQ

Land Description:

A parcel of freehold land comprising of an access/driveway which is located between Numbers 51 and 53 Scott Road and leading to a parcel of land to the rear of Numbers 28 to 39 Scott Road and adjacent to allotment gardens. The site is well secured with gated access and enclosed with steel palisade fencing and contains 18 derelict garages and whilst appearing abandoned and unused are owned by local residents, and the land is thus subject to rights of access in favour of the garage owners/tenants.

The site which includes the access way but excludes the garages (shaded red on the plan) extends to an area of approximately 700 sq m (0.17 acres).

The site may be suitable for redevelopment at some future time, subject to obtaining planning consent for an appropriate scheme, along with the acquisition of each individual garage.

Scott Road forms part of a popular and established residential area and leads off Pearce Avenue which in turn leads off Richmond Road and provides access to Warwick Road (A41)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Garage 122, r/o 51-61 Sunbury Road, Coventry, CV3 4DL

Property Description:

A freehold Garage located off a tarmac yard to the rear of flats known as 51-61 Sunbury Road. The Garage itself is located beneath the above mentioned flats. The sale also includes one parking space located directly in front the garage. The Garage and Parking Space are currently let on a lease which commenced 2 March 2007 at a rental of £56.00 per calendar month (£672.00 per annum). Sunbury Road is located directly off London Road (B4110) which in turn is located off Stonebridge Highway (A45).

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 17th May 2007 at Villa Park, please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





Flat 130 Camberley, Beacon View Road, West Bromwich, West Midlands, B71 3PE

Property Description:

A duplex flat situated on the thirteenth and fourteenth floors of a substantial purpose built block and offering well laid out accommodation. The property is in a good presentable condition and benefits from UPVC double glazed windows, electric storage heating, a range of modern fitted kitchen units and two double bedrooms. In recent years the management of the block has come under the control of the residents and has thus undergone a range of improvement works and furthermore the property is situated in an improving area and in particular is adjacent to a recent development containing a range of private housing. Beacon View Road is located off the Walsall Road (A4031) and is approximately one and a half miles distance from junction 9 of the M6 Motorway. The property is let on an Assured Shorthold Tenancy Agreement at a rental of £390 pcm (£4,680 per annum). A copy of the tenancy agreement is available for inspection at the Auctioneers offices.

Accommodation:

Ground Floor
Communal Entrance with Access to Lifts and Security Door Entry System,

Fourteenth Floor
Entrance Hall, Lounge, Archway to Dining Kitchen with range of modern units including built in oven and hob, pantry cupboard.
Stairs Down to Thirteenth Floor

Hallway with stair access to fire escape on the twelfth floor. Bathroom having panelled bath with electric shower over, pedestal wash hand basin, WC, Two Double Bedrooms.

Outside
Communal gardens and parking area.

Lease Information:

Term:

199 years from 29 September 1990

Ground Rent:

Currently £50 (rising during the term)

Service Charge:

Refer to legal pack

Viewings:

Via Cottons – 0121 247 2233





Flat 132 Camberley, Beacon View Road, West Bromwich, West Midlands, B71 3PE

Property Description:

A duplex flat situated on the thirteenth and fourteenth floors of a substantial purpose built block and offering well laid out accommodation. The property is in a good presentable condition and benefits from UPVC double glazed windows, electric storage heating, a range of modern fitted kitchen units and two double bedrooms. In recent years the management of the block has come under the control of the residents and has thus undergone a range of improvement works and furthermore the property is situated in an improving area and in particular is adjacent to a recent development containing a range of private housing. Beacon View Road is located off the Walsall Road (A4031) and is approximately one and a half miles distance from junction 9 of the M6 Motorway. The property is let on an Assured Shorthold Tenancy Agreement at a rental of £401 pcm (£4,811.48 per annum). A copy of the tenancy agreement is available for inspection at the Auctioneers offices.

Accommodation:

Ground Floor
Communal Entrance with Access to Lifts and Security Door Entry System,

Fourteenth Floor
Entrance Hall, Lounge, Archway to Dining Kitchen with range of modern units including built in oven and hob, pantry cupboard.
Stairs Down to Thirteenth Floor

Hallway with stair access to fire escape on the twelfth floor. Bathroom having panelled bath with electric shower over, pedestal wash hand basin, WC, Two Double Bedrooms.

Outside
Communal gardens and parking area.

Lease Information:

Term:

199 years from 29 September 1990

Ground Rent:

Currently £50 (rising during the term)

Service Charge:

Refer to legal pack

Viewings:

Via Cottons – 0121 247 2233





Flat 135 Camberley, Beacon View Road, West Bromwich, West Midlands, B71 3PE

Property Description:

A duplex flat situated on the thirteenth and fourteenth floors of a substantial purpose built block and offering well laid out accommodation. The property is in a good presentable condition and benefits from UPVC double glazed windows, electric storage heating, a range of modern fitted kitchen units and two double bedrooms. In recent years the management of the block has come under the control of the residents and has thus undergone a range of improvement works and furthermore the property is situated in an improving area and in particular is adjacent to a recent development containing a range of private housing. Beacon View Road is located off the Walsall Road (A4031) and is approximately one and a half miles distance from junction 9 of the M6 Motorway. The property is let on an Assured Shorthold Tenancy Agreement at a rental of £390 pcm (£4,680 per annum). A copy of the tenancy agreement is available for inspection at the Auctioneers offices.

Accommodation:

Ground Floor
Communal Entrance with Access to Lifts and Security Door Entry System,

Fourteenth Floor
Entrance Hall, Lounge, Archway to Dining Kitchen with range of modern units including built in oven and hob, pantry cupboard.
Stairs Down to Thirteenth Floor

Hallway with stair access to fire escape on the twelfth floor. Bathroom having panelled bath with electric shower over, pedestal wash hand basin, WC, Two Double Bedrooms.

Outside
Communal gardens and parking area.

Lease Information:

Term:

199 years from 29 September 1990

Ground Rent:

Currently £50 (rising during the term)

Service Charge:

Refer to legal pack

Viewings:

Via Cottons – 0121 247 2233





Flat 137 Camberley, Beacon View Road, West Bromwich, West Midlands, B71 3PE

Property Description:

A duplex flat situated on the thirteenth and fourteenth floors of a substantial purpose built block and offering well laid out accommodation. The property is in a good presentable condition and benefits from UPVC double glazed windows, electric storage heating, a range of modern fitted kitchen units and two double bedrooms. In recent years the management of the block has come under the control of the residents and has thus undergone a range of improvement works and furthermore the property is situated in an improving area and in particular is adjacent to a recent development containing a range of private housing. Beacon View Road is located off the Walsall Road (A4031) and is approximately one and a half miles distance from junction 9 of the M6 Motorway. The property is let on an Assured Shorthold Tenancy Agreement at a rental of £374.96 pcm (£4,499.56 per annum). A copy of the tenancy agreement is available for inspection at the Auctioneers offices.

Accommodation:

Ground Floor
Communal Entrance with Access to Lifts and Security Door Entry System,

Fourteenth Floor
Entrance Hall, Lounge, Archway to Dining Kitchen with range of modern units including built in oven and hob, pantry cupboard.
Stairs Down to Thirteenth Floor

Hallway with stair access to fire escape on the twelfth floor. Bathroom having panelled bath with electric shower over, pedestal wash hand basin, WC, Two Double Bedrooms.

Outside
Communal gardens and parking area.

Lease Information:

Term: 199 years from 29 September 1990

Ground Rent: Currently £50 (rising during the term)

Service Charge: Refer to legal pack

Viewings:

Via Cottons – 0121 247 2233





41 Clapgate Lane, Bartley Green, Birmingham B32 3DR

Property Description:

A three bedroom double fronted semi detached property located in an elevated position off Clapgate Lane, and set back behind a paved and lawned foregarden allowing for off road parking and surmounted by an interlocking hipped tile clad roof. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating, large rear garden and is offered for sale in presentable condition. Clapgate Lane is a continuation of Stonehouse Lane, which in turn can be found off West Boulevard (B4121). The property is within walking distance to Woodgate Valley Country Park, and is within approximately one miles distance from Junction 3 of the M5 motorway.

Accommodation:

Ground Floor
Entrance Hallway, Front Reception Room, Dining Room, Kitchen, WC having WC and pedestal wash hand basin.

First Floor
Stairs and Landing, Three Bedrooms and Bathroom having panelled bath, pedestal wash basin, WC and separate shower cubicle.

Outside – (front) lawned and paved foregarden allowing for off road parking
(rear) lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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

Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit card

(credit card payments subject to a surcharge of 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.





103A Primrose Lane, Hall Green, Birmingham B28 0JN

Property Description:

A two bedroom first floor flat forming part of a brick built semi detached property surmounted by a hipped tile clad roof and set back from the road behind a paved foregarden and driveway leading to garage. The property has been formally converted to provide two separate self contained flats. The first floor flat offered for sale benefits from having well laid out accommodation, gas fired central heating, off road parking with garage and rear garden. Primrose Lane is set in an established residential area and can be located behind Robin Hood Lane and Baldwins Lane. The property is approximately within a quarter of a mile from the main shopping area in Hall Green located on the Stratford Road (A34) which in turn provides direct access to Birmingham City Centre.

Accommodation:

Ground Floor
Entrance Porch, Entrance Hallway,
Stairs and Landing
First Floor
Reception Room, Kitchen, Two
Bedrooms and Bathroom having
panelled bath, pedestal wash basin and
WC.

Leasehold Information:

Term: 99 years from 29 September 1974

Ground Rent: £20 rising to £40 and service charges.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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50 Lister Street, Nuneaton, Warwickshire, CV11 4NU

Property Description:

A traditional end terraced house of part rendered brick construction surmounted by a pitched tile clad roof and requiring complete modernisation and improvement throughout. The property occupies a corner position situated at the junction with Gadsby Street and benefits from having a garage located at the rear. The property forms part of a traditional and established residential area conveniently located within approximately half a mile distance from Nuneaton Town Centre which provides a wide range of retail amenities and services.

Accommodation:

Ground Floor:
Lounge, Inner Lobby, Dining Room, Kitchen, Rear Lobby, Bathroom with panelled bath, wash basin and wc, Rear Entrance/Lean-to

First Floor:
Stairs and Landing, Three Bedrooms (bedroom two intercommunicating)
Outside:
(Front) Small walled foregarden
(Rear) Pedestrian side access gate leading to enclosed garden and garage with vehicular access from Gadsby Street

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 69

Freehold Vacant Possession

**128 Black-A-Tree Road,
Nuneaton,
Warwickshire,
CV10 8AG**

Property Description:

A mid terraced house of part rendered brick construction surmounted by a pitched tile clad roof benefiting from UPVC double glazed windows and external doors and gas fired central heating (not tested), but requiring modernisation and improvement throughout. The property is set well back from the road behind a lawned foregarden and Black-A-Tree Road leads off Tomkinson Road which in turn leads off Croft Road (B4102) and provides direct access to Nuneaton town centre being within approximately one and a half miles distance to the east.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Full Width Dining Kitchen.

First Floor

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



Outside:

Front – lawned foregarden and paved area, shared pedestrian entry access to rear.

Rear – paved patio and lawned garden.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 70

Freehold Vacant Possession

**1 Dosthill Road, Two
Gates, Tamworth,
Staffordshire, B77 1HX**

Property Description:

A freehold end terraced property occupying a position which directly fronts onto Dosthill Road. The property benefits from having well laid out accommodation, part UPVC double glazing and is offered for sale requiring some improvement. The property is situated close to the junction with Watling Street (B5404). Dosthill Road (A51) itself provides direct access to Tamworth Town Centre being approximately 1.5 miles distance. There is also easy access to the Midlands motorway network with M42 (Junction 10) being approximately 2 miles distance.

Accommodation:

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen and Bathroom with WC, panelled bath and wash hand basin.

First Floor

Bedroom One, Bedroom Two intercommunicating with Bedroom Three.



Outside (rear) – small garden with brick built stores

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



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THE AUCTIONEERS



LOT 71**Freehold Vacant Possession****71 Peel Terrace,
Stafford ST16 3HE****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, however, does require modernisation and improvement throughout. Peel Terrace is located off Sandon Road (B5066) which provides direct access to Stafford Town Centre being within approximately half a mile distance. The property is also within half a mile distance of St Georges Hospital, and a further quarter of a miles distance from Staffordshire General Hospital.

Accommodation:

Whilst the property has not been inspected internally by the Auctioneers we understand from the Vendor that it benefits from the following:

Ground Floor

Entrance Hallway, Front Reception, Rear Reception, Kitchen.

First Floor

Three Bedrooms and Bathroom.



Outside:

(Front): Walled foregarden

(Rear): Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 72**Freehold Vacant Possession****15 Clinton Road,
Bilston, West Midlands,
WV14 7BH****Property Description:**

A semi detached house of part rendered brick construction surmounted by a hipped slate clad roof benefiting from gas fired central heating and UPVC double glazed windows and is offered for sale in a presentable condition. Clinton Road leads off Lunt Road which in turn leads off Darliston Lane and the property is within a third of a mile distance from the keyway (A454) which provides direct access to both Wolverhampton City Centre and the M6 Motorway (Junction10)

Accommodation:

Ground Floor

Entrance Hall, Lounge, Dining Kitchen with a range of wooden effect units, UPVC Double Glazed Rear Entrance Hall, Cloak Room with WC

First Floor

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



Outside:

Front : Walled foregarden

Rear : Gated pedestrian access to paved patio and lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





36B Dovehouse Fields, Lichfield, Staffordshire WS14 9BH

Property Description:

A presentable and much improved modern semi detached house constructed in approximately 1990 of cavity brick with a pitched tile clad roof. The property has recently been modernised and updated throughout including the provision a of new fitted kitchen units and bathroom suite, laminate floors, redecoration and UPVC double glazed windows and external doors. In addition the property benefits from gas fired central heating, three bedrooms and has a brick built garage located to the rear. The property is situated in a cul-de-sac which leads off Chapel Lane which in turn runs off Upper St. John Street and is conveniently within approximately three quarters of a mile distance from Lichfield City Centre.



Accommodation:

Ground Floor:

Reception Hall, Cloak Room with wash basin and wc, Lounge, Open Plan Dining Kitchen with attractive range of modern fitted units including a built in oven, hob, cooker hood and integrated washer dryer, built in pantry cupboard

First Floor:

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



Outside:

(Front) Lawned foregarden, pedestrian side gated access to:

(Rear) Paved patio/garden with brick built garage having access via a rear shared driveway

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 74**Freehold Vacant Possession****5 Mona Road,
Erdington, Birmingham
B23 6UL****Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a small foregarden and requiring complete repair and modernisation throughout. Mona Road comprises a cul-de-sac situated off Gravelly Lane (B4142) close to the junction with Station Road and conveniently within approximately 250 meters distance from a range of local shops and amenities and Erdington railway station. Erdington High Street is within approximately half a mile distance.

Accommodation:

Ground Floor:

Front Reception Room, Lobby with under stair cupboard, Rear Reception Room, Kitchen

First Floor:

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



Outside:

(Front) Small foregarden

(Rear) Yard and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 75**Leasehold Vacant Possession****Flat 42 Normanton
Tower, Portfield Grove,
Erdington,
Birmingham B23 5UB****Property Description:**

A well laid out two bedroom flat situated on the sixth floor of a purpose built block and benefiting from gas fired central heating, however, the flat does require some modernisation and improvement. Portfield Grove is located off Beechmount Road close to where the Sutton Road and Chester Road meet. The property could provide an ideal investment opportunity being within a quarter of a mile distance from Chester Road Railway Station, which in turn provides direct access to both Sutton Coldfield, Erdington and Birmingham City Centre. The property is also approximately within three quarters of a mile from the main High Street in Erdington which provides a wide range of shops, amenities and bars.

Accommodation:

Ground Floor

Communal Entrance, Lifts and Stairs
Sixth Floor

Entrance Hallway, Reception Room, Kitchen, Two Bedrooms, Shower Room having shower cubicle, pedestal wash basin, and WC.



Outside:

Communal gardens and parking

Leasehold Information:

Term: 125 Years from 8 August 1994

Ground Rent: £10 per annum

Service Charge: Refer to legal pack

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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

(Edition 1 May 2002) Reproduced with the consent of the RICS

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Introduction

The common auction conditions have three main sections

1. Glossary

This gives special meanings to some words used in the rest of the conditions

2. The conduct of the auction

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction you do so on the basis that you accept them.

3. Conditions of sale

If you buy a lot you will sign a sale memorandum under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General conditions that apply to all lots
- Any extra general conditions in the catalogue or an addendum
- Special conditions that only apply to the lot you are buying (and which may vary the general conditions)

The conditions are legally binding.

Important notice

A prudent buyer will, before bidding for a lot at an auction

- Take professional advice from a solicitor and, in appropriate cases, a chartered surveyor and an accountant
- Read the conditions
- Inspect the lot
- Carry out usual searches and make usual enquiries
- Check the content of all available leases and other documents relating to the lot
- Check that what is said about the lot in the catalogue is accurate
- Have finance available for the deposit and purchase price

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

Glossary

In the **conditions** wherever it makes sense

- Singular words can be read as plurals, and plurals as singular words
- A 'person' includes a corporate body
- Words of one gender include the other genders
- Where the following words appear highlighted in blue they have specified meanings. These are listed below

Actual completion date

The date when **completion** takes place or is treated as taking place for the purposes of apportionment and calculating interest

Addendum

An amendment or addition to the **conditions** whether contained in a supplement to the **catalogue**, a

written notice from the **auctioneers** or an oral announcement at the **auction**

Agreed completion date

(a) the date specified in the **special conditions**, or

(b) if no date is specified, **20 business days** after the **contract date** but if that date is not a **business day** the first subsequent **business day**

Arrears

Arrears of rent and other sums due under the **tenancies** but unpaid on the **actual completion date**

Auction

The auction advertised in the **catalogue**

Auctioneers

The auctioneers at the **auction**

Business day

A day which is not (a) a bank or public holiday or (b) a Saturday or a Sunday

Buyer

The person who agrees to buy the **lot** or, if applicable, that person's personal representatives: if two or more are jointly the **buyer** all obligations can be enforced against them jointly or against each of them separately

Catalogue

The catalogue to which the **conditions** refer including any supplement to it

Completion

Completion of the sale of the **lot**

Conditions

This glossary, the conditions for the conduct of the **auction**, the **general conditions**, any **extra conditions** and the **special conditions**

Contract

The contract by which the **seller** agrees to sell and the **buyer** agrees to buy the **lot**

Contract date

The date of the **auction** or, if the **lot** is not sold at the **auction**,

(a) the date of the **sale memorandum** signed by both the **seller** and **buyer** or

(b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

Documents

Documents of title (including, if title is registered, the entries on the register and the filed plan) and other documents listed or referred to in the **special conditions** relating to the **lot**

Extra conditions

Any additions to or variations of the **conditions** that are of general application to all **lots**

General conditions

The conditions so headed

Interest rate

If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc

Lot

Each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy

Old arrears

Arrears due under any of the **tenancies** that are not 'new tenancies' as defined by the Landlord and Tenant (Covenants) Act 1995

Particulars

The section of the **catalogue** that contains descriptions of each **lot**

Practitioner

A receiver, administrative receiver or liquidator

Price

The price that the **buyer** agrees to pay for the **lot**

Ready to complete

Ready, willing and able to complete: if **completion** would enable the **seller** to discharge all financial charges secured on the **lot** that have to be discharged by **completion**, then those outstanding financial charges do not prevent the **seller** from being **ready to complete**

Sale memorandum

The form so headed set out in the **catalogue** in which the terms of the **contract** for the sale of the **lot** are recorded

Seller

The person selling the **lot**

Special conditions

The conditions so headed that relate to the **lot**

Tenancies

All tenancies, leases, licences to occupy and agreements for lease subject to which the **lot** is sold, and any documents varying or supplemental to them

Transfer

Includes a conveyance or assignment (and to transfer includes to convey or to assign)

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 1981 as modified or re-enacted from time to time

VAT

Value Added Tax or other tax of a similar nature

VAT election

An election to waive exemption from **VAT** in respect of the **lot**

We (and us and our)

The **auctioneers**

You (and your)

Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**

The Conduct of the Auction

The **catalogue** is issued only on the basis that **you** accept these conditions relating to the conduct of the **auction**. They override all other **conditions** and can only be varied if **we** agree.

Our role

As agents for each **seller** we have authority to

- Prepare the **catalogue** from information supplied by or on behalf of each **seller**
- Offer each **lot** for sale
- Sell each **lot**
- Receive and hold deposits
- Sign each **sale memorandum**
- Treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by the **conditions**

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

We may cancel the **auction**, withdraw **lots** from sale, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. **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.

Bidding and reserve prices

We 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 may not make a bid equal to or exceeding the reserve price.

Where a guide price is given that price is not to be taken as an indication of the value of the **lot** or of the reserve price.

The particulars and other information

We have taken reasonable care to prepare **particulars** that correctly describe each **lot**. However the **particulars** are based on information supplied by or on behalf of the **seller** and **we** are not responsible for errors.

The **particulars** are for **your** information but **you** must not rely on them. They do not form part of any **contract** between the **seller** and the **buyer**.

If **we** provide any information or a copy of any document **we** do so only on the basis that **we** are not responsible for its accuracy.

The contract

A successful bid is one **we** accept as such.

If **you** make a successful bid for a **lot** **you** are obliged to buy that **lot** on the terms of the **sale memorandum**.

The **price** will be the amount **you** bid plus **VAT** (if applicable). **You** must before leaving the **auction**

- Provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** including appropriate proof of your identity

- Sign the completed **sale memorandum**

- Pay the deposit

and if **you** do not **we** may either

- 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

- Sign the **sale memorandum** on **your** behalf

Deposits must be paid by cheque or by bankers' draft drawn on an **approved bank** in **our** favour. The **catalogue** states whether **we** also accept cash, or debit or credit cards.

We may retain the **sale memorandum** signed by or on behalf of the **seller** until **we** receive the deposit in cleared funds.

If **you** make a successful bid for a **lot**

- **You** are personally liable to buy it even if **you** are acting as an agent. It is **your** responsibility to obtain an indemnity from the person for whom **you** are the agent

- Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**

- If the **buyer** does not comply with its obligations under the **contract you** are personally liable to buy the **lot** and must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **Buyer's** default

General conditions

The **general conditions** apply except to the extent that they are varied by **extra conditions**, the **special conditions** or by an **addendum**.

1. The lot

1.1 The **lot**, including any rights granted and reserved, is described in the **special conditions**.

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

1.3 The **lot** is sold subject to all matters contained or referred to in the **documents** (except charges that are to be discharged on or before **completion**) and 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 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) anything that is an overriding interest within the meaning of section 70 of the Land Registration Act 1925 or would be if the **lot** were registered land

(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

(i) anything the **seller** does not and could not reasonably know about and where any such matter would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against liability.

1.4 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** is to comply with them and must indemnify the **seller** if it does not.

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

1.6 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.

1.7 The **buyer** buys with full knowledge of

(a) the **documents** whether or not the **buyer** has read them

(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.

1.8 The **buyer** is not relying on the information contained in the **particulars** or in any replies to preliminary enquiries but on the **buyer's** own verification of that information. If any information is not correct any liability of the **seller** and any remedy of the **buyer** are excluded to the extent permitted by statute.

2. Deposit

2.1 The amount of the deposit is the greater of

(a) the minimum deposit stated in the **catalogue** (or the total **price**, if this is less than that minimum)

(b) 10% of the **price** exclusive of **VAT**.

2.2 The deposit

(a) must be paid to the **auctioneers** by cheque or banker's draft drawn on an **approved bank**

(b) is to be held as stakeholder unless the **special conditions** provide that it is to be held as agent for the **seller**.

2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it and any interest on it to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **conditions**.

2.4 If for any reason the deposit is not received by the **auctioneers** in cleared funds within five **business days** of the **contract date** the **seller** is entitled to treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

2.5 Interest earned on the deposit belongs to the **seller** unless the **conditions** provide otherwise.

3. Transfer of risk and insurance

3.1 From the **contract date** the **seller** is under no obligation to insure the **lot** and the **buyer** bears all risk of loss or damage unless

(a) the **lot** is sold subject to a **tenancy** which requires the **seller** to insure the **lot** or

(b) the **special conditions** require the **seller** to insure the **lot**.

3.2 If the **seller** is to insure the **lot** then the **seller**:

- (a) must produce to the **buyer** on request details of the insurance policy
- (b) must use reasonable endeavours to maintain insurance equivalent to that policy and pay the premiums when due
- (c) gives no warranty as to the adequacy of the insurance
- (d) must, at the request of the **buyer**, use reasonable endeavours to have the **buyer's** interest noted on the policy where the policy does not cover a contracting purchaser
- (e) must, unless otherwise agreed, cancel the policy at **completion**
- (f) is to hold in trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** and the **buyer** must reimburse to the **seller** the cost of insurance (to the extent it is not paid by a tenant or other third party) from the **contract date**.

3.3 If under a **tenancy** the **seller** insures the **lot** then unless otherwise agreed with the **buyer** the **seller** is to pay any refund of premium

(a) to the **buyer**

(b) if the **special conditions** so state, to each tenant in the proportion that the tenant pays premiums under its **tenancy**, first deducting any arrears of premium due from that tenant.

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

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

4. Title

4.1 Unless **general condition** 4.2 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 following the **contract date**.

Common auction conditions – Edition 1 May 2002 9

4.2 Where no **documents** are available before the **auction**:

(a) if the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an office copy of the entries on the register and filed plan and of all documents noted on the register that affect the **lot**

(b) 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 15 years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**

(c) 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**

4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that:

(a) all matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the **buyer** and

(b) any implied covenant as to compliance with tenant's obligations under leases does not extend to the state or condition of the **lot** where the **lot** is leasehold property.

4.4 If title is in the course of registration title is to consist of certified copies of

(a) the **documents** sent to the land registry

(b) the application to the land registry

and a letter under which the **seller** or its solicitors 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**.

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

4.6 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**.

5. Transfer

5.1 Unless a form of **transfer** is set out in the **special conditions**

(a) the **buyer** must supply a draft **transfer** to the **seller** at least 10 **business days** before the **agreed completion date** and the engrossment 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**.

5.2 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.

5.3 The **transfer** is to be executed in duplicate and the **buyer** is to return to the **seller** the duplicate duly stamped and denoted at the **buyer's** cost as soon as practicable after **completion**.

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

6. Completion

6.1 **Completion** is to take place at the offices of the **seller's** solicitors, or where the **seller** may reasonably require, on a **business day** between the hours of 0930 and 1700.

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

6.3 Payment is to be made in pounds sterling and only by

(a) direct transfer to the **seller's** solicitors' bank account and

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

6.4 Unless the **seller** and the **buyer** otherwise agree **completion** takes place when both have complied with their obligations under the **contract** and the total payment is unconditionally received in the **seller's** solicitors' bank account.

6.5 If **completion** takes place after 1400 hours it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.

6.6 Where applicable the **contract** remains in force following **completion**.

7. Notice to complete

7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within 10 **business days** (excluding the date on which the notice is given) making time of the essence.

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

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

- (a) rescind 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**.

7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other -remedy the **buyer** has,

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

8. If the contract is brought to an end

If the **contract** is rescinded or otherwise 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**
- (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 **general condition** 7.3.

Common auction conditions – Edition 1 May 2002 11

9. Landlord's licence

9.1 Where the **lot** is leasehold land and licence to assign is required

- (a) the **contract** is conditional on it being obtained, by way of formal licence if that is what the landlord or the relevant lease properly requires
- (b) the **agreed completion date** is, if necessary, postponed to the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.

9.2 The **seller** must

- (a) use all reasonable endeavours to obtain each licence required
- (b) enter into any authorised guarantee agreement properly required under the lease.

9.3 The **buyer** must

- (a) promptly provide references and other relevant information
- (b) if properly required under the terms of the lease execute such licence or other deed of covenant as may be required and provide guarantees, a rent deposit or other security.

9.4 If within 3 months of the **contract date** (or such longer period as the **seller** and **buyer** agree) all required licences have not been obtained the **seller** or the **buyer** may by notice to the other rescind the **contract** at any time before all licences are obtained. Rescission is without prejudice to the claims of either **seller** or **buyer** for breach of this condition nine.

10. Interest and apportionments

10.1 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**.

10.2 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.

10.3 Income and outgoings are to be apportioned at **actual completion date** unless

- (a) the **buyer** is liable to pay interest
- (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.

10.4 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 a period of less than a year accrues at an equal daily rate during the period to which it relates
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to the best estimate then available 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.

11. Arrears

11.1 The **seller** retains the right to receive and recover **old arrears**.

11.2 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, distress or forfeit the **tenancy**

12 Common auction conditions – Edition 1 May 2002

- (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** solicitors may reasonably require

- (d) if reasonably required, allow the **seller's** solicitors to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order

- (e) not release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due

- (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 this condition 11.

11.3 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**.

12. Management

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

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

12.3 Unless set out in the **special conditions** the **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion**, such as an application for licence or a rent review under a **tenancy**, 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
- (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**.

13. Rent deposits

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

13.2 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.

Common auction conditions – Edition 1 May 2002 13

13.3 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
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

14. VAT

14.1 Where the **conditions** require money to be paid the payer must also pay any **VAT** that is chargeable on that money, but only if given a valid **VAT** invoice.

14.2 Where the **special conditions** state that no **vat election** 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**.

15. Transfer as a going concern

15.1 Where the **special conditions** so state the **seller** and the **buyer** intend the sale to be treated as a transfer of a going concern and this condition applies.

15.2 The **seller** confirms that the **seller** or a company in the same **VAT** group

- (a) is registered for **VAT**
- (b) has, where necessary, made a **VAT election** in respect of the **lot** which remains valid.

15.3 The **buyer**

- (a) is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group
- (b) has made, or will make before **completion**, a **VAT election** in relation to the **lot**
- (c) is to give to the **seller** as early as possible before the **agreed completion date** evidence of the **VAT** registration and that a **VAT election** has been made and notified in writing to HM Customs and Excise
- (d) must not revoke the **VAT election**

and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **general condition** 14.1 applies at **completion**.

15.4 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**
- (b) collect the rents payable under the **tenancies** and charge **VAT** on them.

15.5 Unless the **seller** obtains agreement to the contrary from HM Customs and Excise

- (a) the **seller** must on or as soon as reasonably practicable after **completion** transfer to the **buyer** all **VAT** records for the **lot**
- (b) the **buyer** must keep those records available for inspection by the **seller** at all reasonable times.

15.6 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** solicitors are to notify the **buyer's** solicitors 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
- (c) if **VAT** is payable because the **buyer** has not complied with this condition 15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

14 Common auction conditions – Edition 1 May 2002

16. Capital allowances

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

16.2 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.

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

16.4 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
- (b) to submit the value specified in the **special conditions** to the Inland Revenue for the purposes of their respective capital allowance computations.

17. Maintenance agreements

17.1 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**.

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

18. Landlord and Tenant Act 1987

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

18.2 Unless the **special conditions** state otherwise 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.

19. Sale by receiver etc

19.1 This condition applies where the sale is by a **practitioner**.
 19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
 19.3 The **practitioner** is the agent of the **seller**. The **practitioner** and the **practitioner's** partners and staff incur no personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding the personal liability of the **practitioner** and of the **practitioner's** partners and staff.
 19.4 The **lot** is sold
 (a) in whatever its condition is at **completion**
 (b) whether or not vacant possession is provided
 (c) for such title as the **seller** may have
 (d) with no covenants for title
 and the **buyer** has no right to rescind the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.
 Common auction conditions – Edition 1 May 2002 15
 19.5 Where the **practitioner** is a receiver or administrative receiver
 (a) the **documents** include certified copies of the charge under which the **practitioner** is appointed, the document of appointment by the lender and the **practitioner's** acceptance of appointment
 (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.
 19.6 The **buyer** understands this condition 19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

20. TUPE

20.1 Unless the **special conditions** state that **TUPE** applies then the **seller** warrants that there are no employees whose contracts of employment will transfer to the **buyer** on **completion**.

20.2 If the **special conditions** state that **TUPE** applies then

- (a) the **seller** has informed the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion**
- (b) not less than five **business days** before the **agreed completion date** the **buyer** must confirm to the **seller** that the **buyer** has offered to employ those employees on the same terms as, or better terms than, their existing contracts of employment
- (c) the **buyer** is to keep the **seller** indemnified against all liability for those employees after **completion**.

21. Environmental

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

21.2 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**.

21.3 The **buyer** accepts that as a result the **buyer**, not the **seller**, is liable for any pollution on or emanating from the **lot**, including the cost of remediating it if required, and the **buyer** must indemnify the **seller** in respect of all such liability.

22. Service charge

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

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

22.3 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) payments on account of service charge received from each tenant
- (b) service charge expenditure attributable to each **tenancy**
- (c) any irrecoverable service charge expenditure.

16 Common auction conditions – Edition 1 May 2002

22.4 In respect of each **tenancy**, if the service charge account shows that

- (a) payments on account 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, 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.

22.5 In respect of irrecoverable service charge expenditure the **seller** must bear any incurred before **completion** (apportioned up to and including the **actual completion date**) and the **buyer** must bear any incurred after the **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**.

22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure

- (a) the **seller** must assign it (including any interest earned on it) to the **buyer** on **completion**
- (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.

23. Rent reviews

23.1 This condition 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.

23.2 The **seller** may continue negotiations or rent review proceedings 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.

23.3 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.

23.4 The **seller** must

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

23.5 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.

23.6 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 which relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.

23.7 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**.

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

Common auction conditions – Edition 1 May 2002 17

24. Tenancy renewals

24.1 This condition applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954, and references to notices and proceedings are to notices and proceedings under that Act.

24.2 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) serve or respond to any notice or begin or continue any proceedings.

24.3 The **seller** must notify the **buyer** of any notices served and act as the **buyer** reasonably directs in relation to those notices.

24.4 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, in the case of the renewed **tenancy**, for a term which begins on the day after the term of the old **tenancy** expires

(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.

24.5 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.

25. Warranties

25.1 Available warranties are listed in the **special conditions**.

25.2 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

(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.

25.3 If a warranty is not assignable the **seller** must on **completion**

(a) hold the warranty on trust for the **buyer**

(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.

26. 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**.

18 Common auction conditions – Edition 1 May 2002

27. Notices and other communications

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

27.2 If a communication is delivered by hand or is otherwise proved to have been received then it is given when delivered or received. If delivered or received after 1700 hours on a **business day** it is to be treated as received on the next **business day**.

27.3 If a communication is to be relied on without proof of its receipt it must be sent by first-class registered or recorded delivery post to the address of the person to whom it is to be given as specified in the **sale memorandum**. Such a communication will be treated as received on the second **business day** after it has been posted.

28. Contracts (Rights of Third Parties) Act 1999

The **contract** is enforceable only by the **seller** and the **buyer** and (if applicable) their successors in title and, to the extent permitted by the **conditions**, by the **auctioneers**.

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