

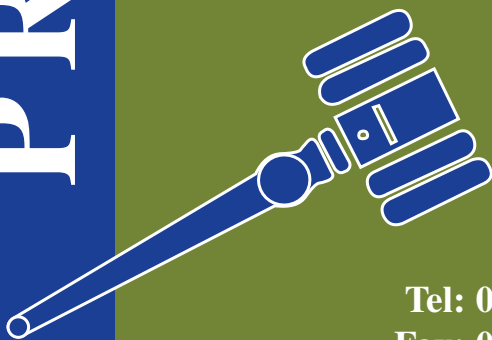
PROPERTY AUCTION

Cottons

Chartered Surveyors

**THURSDAY
25TH OCTOBER 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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 fitments, drains and any other pipework, appliances and electrical fitments. 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 84 LOTS

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

- 37 Freehold Vacant Residential Properties
- 6 Leasehold Vacant Residential Properties
- 16 Residential Investment Properties
- 4 Commercial Investment Properties
- 2 Parcels of Freehold Land
- 8 Residential Development Sites, Building Plots and Redevelopment Opportunities
- 8 Vacant Commercial Properties
- 1 Garage Yard Investment
- A Freehold Garden Centre Business Opportunity
- Valuable Freehold Residential Investment Opportunity – 15 Flats

ORDER OF SALE

Lot Property

1.	294A/B/C/D Long Lane, Blackheath, West Midlands	Freehold Pt.Vacant Pt.Inv Commercial
2.	5 Crown Road, Bordesley Green, Birmingham	Freehold Residential Investment
3.	7 Crown Road, Bordesley Green, Birmingham	Freehold Residential Investment
4.	140 Willes Road, Winson Green, Birmingham	Freehold Residential Investment
5.	10 New Swan Lane, West Bromwich, West Midlands	Freehold Vacant Residential
6.	36 Queen Street, Moxley, West Midlands	Freehold Vacant Residential
7.	56 Mount Pleasant, Bilston	Freehold Vacant Residential
8.	21 Waterloo Road, Yardley, Birmingham	Leasehold Vacant Residential
9.	11 Dereon Close, Dudley, West Midlands	Freehold Vacant Residential
10.	54 Harleston Road, Great Barr, Birmingham	Freehold Vacant Residential
11.	152 Norton Crescent, Bordesley Green, Birmingham	Freehold Vacant Residential
12.	Britannia Works, Engine Street, Smethwick	Freehold Vacant Commercial
13.	Car Repairs and Testing Centre, Dudley Road East, Oldbury	Freehold Vacant Commercial
14.	9 Stanmore Road, Edgbaston, Birmingham	Freehold Residential Investment
15.	7 Stanmore Road, Edgbaston, Birmingham	Freehold Residential Investment
16.	50 Ellesboro Road, Harborne, Birmingham	Freehold Vacant Residential
17.	203 South Road, Hockley, Birmingham	Freehold Vacant Residential
18.	60 Swindon Road, Edgbaston, Birmingham	Freehold Residential Investment
19.	White Cross, Garden Centre, Orton Lane, Wolverhampton	Freehold Vacant Garden Centre
20.	Former Surgery, 179 Alvechurch Road, West Heath	Freehold Vacant Commercial
21.	Residential Development Site, 9 Woodbourne Road, Bearwood	Freehold Redevelopment Land
22.	276/278 Rotton Park Road, Edgbaston, Birmingham	Freehold Vacant Residential
23.	1 Gough Avenue, Wolverhampton, West Midlands	Freehold Vacant Residential
24.	54 Poolway Shopping Centre, Birmingham	Leasehold Vacant Residential
25.	28 Rosebery Road, Smethwick West Midlands	Freehold Residential Investment
26.	98 George Arthur Road, Alum Rock, Birmingham	Freehold Vacant Residential
27.	20 Lordwood Square, Lordwood Road, Harborne	Leasehold Vacant Residential
28.	Flat 1, 299 Walsall Road, Perry Barr, Birmingham	Leasehold Investment Residential
29.	425 City Road, Edgbaston, Birmingham	Freehold Residential Investment
30.	1 Albert Road & 74 Mansfield Road, Aston, Birmingham	Freehold Pt.Vacant Pt.Inv Residential
31.	1 Wellesley Road, Oldbury, West Midlands	Freehold Vacant Residential
32.	87 Southern Road, Ward End, Birmingham	Freehold Vacant Residential
33.	46 St. Agathas Road, Ward End, Birmingham	Freehold Vacant Residential
34.	434 Belchers Lane, Bordesley Green, Birmingham	Freehold Residential Investment
35.	Alexandra House, 24 & 26 Enville Street, Stourbridge	Freehold Residential Investment
36.	20 Worcester Green, West Bromwich	Freehold Vacant Residential
37.	23 Strathdene Road, Selly Oak, Birmingham	Freehold Pt Vacant Pt Investment
38.	31 Warren Road, Stirchley, Birmingham	Freehold Vacant Residential
39.	4 Towyn Road, Moseley, Birmingham	Freehold Vacant Residential



40.	The Coach House, Tanwood Lane, Chaddersley Corbet	Freehold Vacant Commercial
41.	Riverside, King Street, Combe Martin, Devon	Freehold Vacant Residential
42.	52 Rodborough Road, Sheldon, Birmingham	Freehold Vacant Residential
43.	42 Bratch Road, Dudley, West Midlands	Freehold Vacant Residential
44.	31 Vale Road, Dudley, West Midlands	Freehold Vacant Residential
45.	23 West Park Avenue, Northfield, Birmingham	Freehold Vacant Residential
46.	Unit E Spring Hill Business Park, Eyre Street, Birmingham	Leasehold Investment Commercial
47.	163 Cole Hall Lane, Stechford, Birmingham	Freehold Vacant Commercial
48.	Retail Unit, 437 Cannock Road, Hednesford, Cannock, Staffordshire	Leasehold Vacant Commercial
49.	Office Suite, 437 Cannock Road, Hednesford, Cannock, Staffordshire	Leasehold Investment Commercial
50.	Flat 1, 437 Cannock Road, Hednesford, Cannock, Staffordshire	Leasehold Residential Investment
51.	Flat 2, 437 Cannock Road, Hednesford, Cannock, Staffordshire	Leasehold Vacant Residential
52.	Flat 3, 437 Cannock Road, Hednesford, Cannock, Staffordshire	Leasehold Residential Investment
53.	Land adj 11A Trenville Avenue, Fulham Road, Sparkhill	Freehold Building Plot
54.	Building Plot rear of 10 Castle Road, Tipton, West Midlands	Freehold Building Plot
55.	Land at Shut Mill Lane, Romsley, Bromsgrove	Freehold Land
56.	39 Coles Lane, West Bromwich, West Midlands	Freehold Vacant Residential
57.	80 Salters Road, Walsall Wood, West Midlands	Freehold Commercial Investment
58.	4 Rollason Road, Dudley, West Midlands	Freehold Vacant Residential
59.	58 Swan Street, Dudley, West Midlands	Freehold Vacant Residential
60.	52 Drayton Street, Walsall, West Midlands	Freehold Vacant Residential
61.	50 Cavendish Road, East Park, Wolverhampton	Freehold Vacant Residential
62.	Unit 9, Purdy Road, Batmanshill Ind Est, Batmanshill Road, Bilston	Leasehold Vacant Commercial
63.	512 Stafford Road, Oxley, Wolverhampton	Freehold Investment Commercial
64.	77 Alexander Road, Acocks Green, Birmingham	Freehold Residential Pt Inv Pt Vacant
65.	59 Wyndcliff Road, Small Heath, Birmingham	Freehold Vacant Residential
66.	6 Chadbrook Crest, Richmond Hill Road, Edgbaston	Leasehold Vacant Residential
67.	11 Sycamore Road, Aston, Birmingham	Leasehold Residential Investment
68.	38 Regan Crescent, Erdington, Birmingham	Freehold Vacant Residential
69.	Land adj 5 Milton Street, Brierley Hill, West Midlands	Freehold Building Plot
70.	Garages at Canberra Road, Coventry, West Midlands	Freehold Lock Up Garage Investment
71.	Land adj to 20 Cardigan Road, Bedworth, Warwickshire	Freehold Building Plot
72.	Land adj to 4 Jeffery Close, Bedworth, Warwickshire	Freehold Building Plot
73.	Land between 24 & 26 Keenan Drive, Bedworth, Warwickshire	Freehold Development Site
74.	Builders Yard, Follyhouse Lane, Walsall	Freehold Land
75.	4 Wattville Road, Handsworth, Birmingham	Freehold Investment Residential
76.	72 Wattville Road, Handsworth, Birmingham	Freehold Investment Residential
77.	25 Martin Street, Wolverhampton, West Midlands	Freehold Vacant Residential
78.	14 Ladywood Close, Brierley Hill, West Midlands	Leasehold Vacant Residential
79.	12 Richmond Road, Stechford, Birmingham	Freehold Vacant Residential
80.	4 Hutton Road, Handsworth, Birmingham	Freehold Vacant Residential
81.	17 Princess Gardens, Churchfield Avenue, Tipton	Leasehold Vacant Residential
82.	41 Tunnel Road, West Bromwich, West Midlands	Freehold Vacant Residential
83.	48 Longfellow Road, Kings Norton, Birmingham	Freehold Vacant Residential
84.	6 Railway Road, Handsworth, Birmingham	Freehold Vacant Residential

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

Valuers Ian M. Axon MNAEA, Steve Smith B.Sc. Hons,
Jason Deslandes

Auction Manager Alison J. Bosworth

Auction Team Peter C. Longden FRICS, Mark M. Ward TechRICS
Kevin Hogan, Nada Turton, Jane Moran, Alison Parkes, Tricia Doyle
Hughie McCourt



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.





294 A/B/C/D Long Lane, Blackheath, West Midlands, B62 9JZ

Property Description:

A parade of four retail units together with associated accommodation above. The property itself produces £8,900 per annum with scope for increase from the vacant areas. The property is located on the corner of Long Lane and Vicarage Road close to the main shopping district of Blackheath.

Accommodation/Lease Details:

294A Long Lane and part of Ground Floor 294B

Accommodation:

Ground Floor:

Reception Hall, Two Private Offices and Bathroom.

First Floor:

Two Offices and Kitchen. This area is occupied by Dudley metropolitan Borough Council on two separate leases as follows:

Lease 1:

Ground Floor of 294A and Ground Floor of 294B; a 21 year lease on Internal Repairing Terms commenced 7/11/1988. The current rental is £2,400 per annum.

Lease 2:

First Floor Accommodation of 294A; current rent £1,500 per annum.

Part of Ground Floor and First Floor of 294B:

Accommodation requiring modernization and improvement and comprising

Ground Floor:

Rear Entrance Lobby and Private Office. First Floor - comprising; Two Rooms and Bathroom.



294C Long Lane:

A ground floor retail unit with first floor accommodation needing modernization and improvements, and benefiting from Vacant Possession.

The accommodation comprises:

Ground Floor:

Retail Area, Rear Store.

First Floor:

Two Rooms and Bathroom with w.c.

294D Long Lane:

A ground floor retail unit with associated office accommodation to the first floor, which is presently let on a Full Repairing and Insuring Lease at a rental of £5,000 per annum.

The accommodation comprises:

Ground Floor: Retail Area, Store Room and Separate WC.

First Floor: Two Offices, Kitchen and Separate WC

The net internal floor area is approximately 102sq.m (1097sq.ft).

Total Rental Income:

£8,900 per annum

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 2

5 Crown Road, Bordesley Green, Birmingham B9 4TT

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, offered for sale generally in a presentable condition and benefiting from UPVC double glazed windows, gas fired central heating and single storey rear extension. The property is situated in a small residential terrace in a cul-de-sac located off Bordesley Green (B4128) approximately 200 metres to the west of the junction with Bordesley Green Road. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £420 per calendar month (£5,040 per annum)

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Lobby, Bathroom with panelled bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Two Double Bedrooms

Freehold Investment



Outside:

(Rear): Paved yard

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 3

7 Crown Road, Bordesley Green, Birmingham B9 4TT

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched replacement tile clad roof and benefiting from part UPVC double glazed windows and gas fired central heating. The property is situated in a small residential terrace in a cul-de-sac located off Bordesley Green (B4128) approximately 200 metres to the west of the junction with Bordesley Green Road. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £420 per calendar month (£5,040 per annum)

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc

Freehold Investment



First Floor:

Stairs and Landing, Two Double Bedrooms

Outside:

(Rear): Yard

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



140 Willes Road, Winson Green, Birmingham, B18 4PX

Property Description:

A traditional mid terraced house of brick construction with a tile clad roof standing behind a walled foregarden. The property benefits from part UPVC double glazed windows and gas fired central heating. Willes Road itself runs directly between Handsworth New Road and Bacchus Road. The property is currently let on an Assured Shorthold Tenancy at a Rental of £475.00 per calendar month (£5,700 per annum).

Accommodation:

Ground Floor:

Through Lounge, Kitchen

First Floor:

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

Outside:

(Front) Walled foregarden
(Rear) Enclosed Garden with pedestrian access



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.

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.



**10 New Swan Lane,
West Bromwich, West
Midlands B70 0NS**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from three bedrooms but having suffered from fire and smoke damage and requiring repair and complete modernisation throughout. The property is situated close to the junction with Cygnet Road and New Swan Lane conveniently leads directly off the Black Country New Road (A41) which provides access to West Bromwich Town Centre being approximately within one mile distance and the M5 Motorway (junction 1) being within approximately two miles distance.

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room opening to Rear Reception Room, Kitchen with pantry cupboard

First Floor:

Stairs and Landing, Three Bedrooms, Shower Room



Outside:

(Front) Paved foregarden

(Rear) Yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Note: All parties viewing this property must do so with utmost caution and entirely at their own risk. Neither the vendors nor the auctioneers accept responsibility for any injury caused.

Auction Finance

**that won't cost
you an arm
and a leg!**



Residential and Commercial

- Developments
- Refurb and Conversions
- Buy to lets
- Buy to occupy
- Remortgage to capital raise
- Auction or open market purchase

Talk to Geoff Philpot on **01249 65 29 39** all enquiries welcomed...from the straightforward to the more unusual or complex



Firm Foundations for Property Finance

DMI Finance, PO Box 3257,
Chippenham, SN15 9DH

Tel: 01249 65 29 39

Fax: 01249 65 57 88

www.dmifinance.com

5337



COTTONS
THE AUCTIONEERS





36 Queen Street, Moxley, Wolverhampton WS10 8RG

Property Description:

A semi detached house of brick construction surmounted by a hipped slate clad roof, benefiting from mostly UPVC double glazed windows, gas fired central heating and a garage. The property is situated in a small cul-de-sac leading off Queen Street which in turn leads directly off High Street (A41) close to the traffic island at the junction with Black Country New Road (A444) and the property lies approximately three miles distance to the south east of Wolverhampton City Centre.

Outside:

(Front) Parking space, detached garage and garden

(Rear) Pedestrian side access to patio and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Porch, Entrance Hall, Lounge, Dining Kitchen with range of modern fitted units, Rear Entrance Hall, Cloak Room/Utility Room with wc

First Floor:

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



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 became 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 25th July 2007.

Thank you in advance for your co-operation.

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

LOT 7

Freehold Vacant Possession

56 Mount Pleasant, Bilston, West Midlands WV14 7NE

Property Description:

A mid 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 and requires modernisation and improvement throughout. Mount Pleasant is located off Wellington Road (A41) which gives direct access to Wolverhampton City Centre. The property is also approximately within a quarter of a miles distance from the main shopping area located in Bilston.

Accommodation:

Ground Floor:

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

First Floor:

Three Bedrooms



Outside:

Front – Walled foregarden
Rear – Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 8

Leasehold Vacant Possession

21 Waterloo Road, Yardley, Birmingham B25 8JS

Property Description:

A traditional mid terraced house of brick construction surmounted by an interlocking tile clad roof, benefiting from three bedrooms and UPVC double glazed windows and external doors but requiring modernization and improvement throughout. Waterloo Road is situated directly off Stockfield Road (A4040) which leads to Coventry Road (A45) providing commuter access to both Birmingham City Centre and Birmingham International Airport and the M42 Motorway (junction 6). Yardley Shopping Centre is within approximately three quarters of a mile distance providing access to a wide range of retail amenities and services.

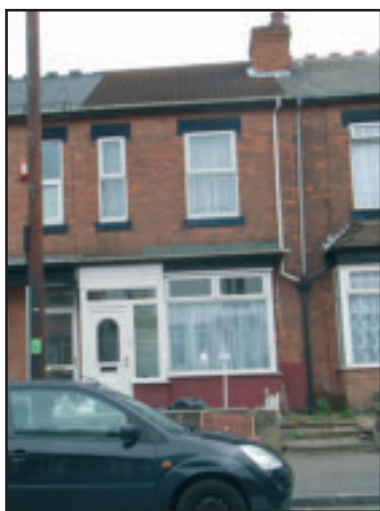
Accommodation:

Ground Floor:

UPVC Double Glazed Porch, Reception Hall, Front Reception Room, Rear Reception Room, Lobby, Kitchen, Rear Entrance Hall, Bathroom with bath, pedestal wash basin and wc.

First Floor:

Stairs and Landing, Three Bedrooms



Outside:

(Front): Walled foregarden
(Rear): Block paved yard and overgrown lawned garden

Leasehold Information:

Term: 99 years from 1st May 2002

Ground Rent: £125.00 per annum
(rising during the term)

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





11 Dereton Close, Dudley, West Midlands DY1 2LR

Property Description:

A semi detached property of non traditional construction surmounted by an interlocking tile clad roof and set back from the road behind a lawned foregarden. The property benefits from having having been refurbished to include rewiring, UPVC glazing, gas fired central heating, modern kitchen and bathroom fitments, newly fitted carpets throughout. Dereton Close is found off Bushley Fields Road which in turn runs off Kingswinford Road (A4101). The property would provide an idea investment opportunity being adjacent to both Russells Hall and Bushley Fields Hospital, and also approximately within a mile and a half of the Merry Hill Shopping Centre.

Accommodation:

Ground Floor:

Entrance Hallway, Front Reception, Rear Reception and Kitchen.

First Floor:

Stairs and Landing, Three Bedrooms, Shower Room and separate WC.

Outside:

(Rear) - Lawned garden with brick built store

(Front) - Lawned foregarden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk

ID

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

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

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



LOT 10

Freehold Vacant Possession

**54 Harleston Road,
Great Barr, Birmingham
B44 8RR**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof and benefiting from recent re-wiring, gas fired central heating, UPVC double glazed windows, modern kitchen and bathroom fittings along with a rear garage but requires some redecoration and cosmetic improvement. Harleston Road is situated off Birdbrook Road which leads off Aldridge Road and the property is conveniently within approximately one and a half miles distance to the North of Perry Barr providing access to Perry Barr Railway Station, The University of Central England and The One Stop Shopping Centre.

Accommodation:

Ground Floor:

UPVC Double Glazed Porch, Entrance Hall, Lounge, Full Width Dining Kitchen with pantry and range of modern fitted units including built in oven and hob

First Floor:

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



Outside:

(Front) Foregarden set behind a mature hedge

(Rear) Pedestrian entry access to yard/patio area, lawned garden and a prefabricated garage having access from a rear shared driveway

Leasehold Information:

Text

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 11

Freehold Vacant Possession

**152 Norton Crescent,
Bordesley Green,
Birmingham B9 5TY**

Property Description:

An end terraced house of brick construction surmounted by a hipped interlocking tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating, three bedrooms and off road parking but requiring some cosmetic improvement. Norton Crescent is situated off Caldwell Road which in turn leads off Belchers Lane and the property is conveniently located within a quarter of a mile distance from Bordesley Green (B4128) which provides direct access to a wide range of local retail services and amenities and Birmingham Heartland Hospital which is within a third of a mile distance.

Accommodation:

Ground Floor

Double Glazed Porch, Entrance Hall, Lounge/Dining Room, Kitchen, Veranda, Separate WC, Lobby, Bathroom with panelled bath, pedestal wash basin and wc



First Floor

Stairs and Landing, Three Bedrooms

Outside

(Front) Lawned foregarden set behind a privet hedge and a paved driveway providing off road parking, pedestrian side access to rear

(Rear) Yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





Britannia Works, Corner Engine Street/ Rolfe Street, Smethwick, B66 3DT

Property Description:

An Industrial Estate having frontages to Rolfe Street, Engine Street and Bridge Street South, Smethwick and consists of a range of industrial buildings with some loading and parking facilities. The Estate comprises of 14 Units, all of which benefit from Vacant Possession, and require modernisation and improvement (Please note, the Unit known as Unit 1 Britannia Works is not included in the sale). The building occupies a substantial site which extends to approximately 0.54 Acres (0.22 Hectares).

The Units measure as follows:

Unit 2 – 1,500sq.ft.

Unit 3 – 1,406sq.ft.

Unit 4 – 496sq.ft.

Unit 5 – 546sq.ft.

Unit 6 – 450sq.ft.

Unit 7 – 425sq.ft.

Unit 8 – 1,750sq.ft.

Unit 9 – 493sq.ft.

Unit 10 – 432sq.ft.

Unit 11 – 700sq.ft.

Unit 12 – 820sq.ft.

Unit 14 – 900sq.ft.

Unit 15 – 730sq.ft.

Unit 16 – 726sq.ft.

Total Floor Area: 926sq.m. (9,976sq.ft.)

All sizes are approximate

The premises may have some scope for redevelopment at a future date subject to Local Authority consent.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Car Repairs And Testing Centre, Tividale Weir, Dudley Road East, Tividale, West Midlands, B69 3HJ

Property Description:

A substantial portal framed industrial unit, offered for sale benefiting from profiled metal cladding, concrete floor, three entrances to the unit protected by electric roller shutters, and a yard at the front providing parking for approximately 10 cars. The property has recently been trading as a vehicle mechanics and M.O.T Testing Centre, but will be offered for sale with Vacant Possession. The property itself has a gross internal area of approximately 451sq.m (4,861sq.ft). The property itself is located adjacent to the Birmingham Canal Wolverhampton Level approximately 200 metres from the junction of Dudley Road East and Dudley Road West/Tipton Road. The property is set back off Dudley Road

East behind a ramped driveway to occupy an elevated position.

Accommodation:

Upvc double glazed Front Office/Reception Office, Industrial Unit with a total floor area of 451.6sq.m (4,861sq.ft), including in this area is a Private Office and w.c facilities.

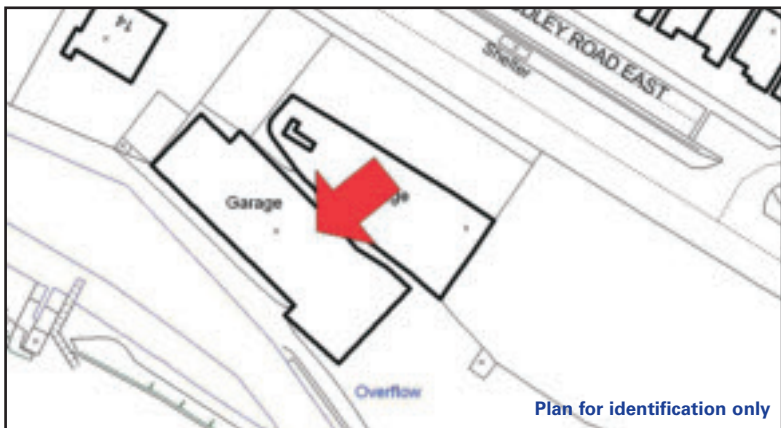
Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Please note VAT is payable on this lot





9 Stanmore Road, Edgbaston, Birmingham B16 9ST

Property Description:

A substantial imposing three storey double fronted semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden and front driveway which provides off road parking. The property has been converted to provide three separate two bedroom self contained flats each of which benefits from having well laid out accommodation, gas fired central heating, UPVC double glazing and furthermore all flats are separately metered. Stanmore Road is set in an established residential area and is located off the Hagley Road which provides direct access via public or private transport to Birmingham City Centre being within approximately a mile and a quarter distance. All three flats when fully let produce a total rental of £1,200 per month (£14,400 per annum). A schedule of individual rents are detailed below and a copy is available to view at the Auctioneer's office. The property further benefits from Planning Consent only to be used in conjunction with number 7 Stanmore Road for the conversion of both former houses presently used as flats into four houses.

Accommodation:

Ground Floor:

Communal Entrance with access to stairs

Ground Floor:

Flat 1 – Reception Room, Kitchen, Two Bedrooms and Bathroom

First Floor:

Stairs and landing

Flat 2 – Lounge, Kitchen, two Bedrooms and Bathroom

Second Floor:

Flat 3 – Lounge, Kitchen, two Bedrooms and Bathroom

Outside:

Front – Paved foregarden allowing for off road parking

Rear – Large lawned garden

Schedule of Rents:

Flat 1 - £420 per Month (£5040 per annum)

Flat 2 - £400 per Month (£4800 per annum)

Flat 3 - £ 380 per Month (£4560 per annum)

Planning:

The property benefits from having Planning Consent valid only in conjunction with number 7 Stanmore Road reference S/03829/07/FUL dated 14 August 2007 for the conversion of former houses presently used as flats into four houses including two storey rear extensions, new rear dormer windows, new front doors and other external alterations. A copy of the Planning Consent and detailed Architect's drawings are available to view from the Auctioneer's office.

NB: This planning consent only relates to the redevelopment of both number 7 and 9 Stanmore Road jointly.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



overview 7 & 9 Stanmore Road





7 Stanmore Road, Edgbaston, Birmingham B16 9ST

Property Description:

A substantial imposing three storey double fronted semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a foregarden and front driveway which provides off road parking. The property has been converted to provide three separate two bedroom self contained flats each of which benefits from having well laid out accommodation, gas fired central heating, UPVC double glazing and furthermore all flats are separately metered. Stanmore Road is set in an established residential area and is located off the Hagley Road which provides direct access via public or private transport to Birmingham City Centre being within approximately a mile and a quarter distance. All three flats are let and produce a total rental of £1,200 per month (£14,400 per annum). A schedule of individual rents are detailed below and a copy of the tenancies are available to view at the Auctioneer's office. The property further benefits from Planning Consent only to be used in conjunction with number 9 Stanmore Road for the conversion of both former houses presently used as flats into four houses.

Accommodation:

Ground Floor:

Communal Entrance with access to stairs

Ground Floor:

Flat 1 – Reception Room, Kitchen, Two Bedrooms and Bathroom

First Floor:

Stairs and landing

Flat 2 – Lounge, Kitchen, two Bedrooms and Bathroom

Second Floor:

Flat 3 – Lounge, Kitchen, two Bedrooms and Bathroom

Outside:

Front – Paved foregarden allowing for off road parking

Rear – Large lawned garden

Schedule of Rents:

Flat 1 - £420 per Month (£5040 per annum)

Flat 2 - £400 per Month (£4800 per annum)

Flat 3 - £ 380 per Month (4560 per annum)

Planning:

The property benefits from having Planning Consent valid only in conjunction with number 9 Stanmore Road reference S/03829/07/FUL dated 14 August 2007 for the conversion of former houses presently used as flats into four houses including two storey rear extensions, new rear dormer windows, new front doors and other external alterations. A copy of the Planning Consent and detailed Architect's drawings are available to view from the Auctioneer's office.

NB: This planning consent only relates to the redevelopment of both number 7 and 9 Stanmore Road jointly.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



overview 7 & 9 Stanmore Road





**50 Ellesboro Road, Harborne,
Birmingham B17 8PT**

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from gas fired central heating and four bedrooms but requiring some modernisation and cosmetic improvement. The property forms part of an established and well regarded road located between Knightlow Road and Gillhurst Road which in turn leads off Lordswood Road (A4040). The property is conveniently situated for access to Harborne Shopping being within approximately three quarters of a mile distance.

Accommodation:

Ground Floor

Enclosed Porch, Reception Hall,

Shower Room with tiled shower enclosure, pedestal wash basin and wc, Dining Room, Lounge, Kitchen

First Floor

Stairs and Landing, Four Bedrooms (bedroom four was originally a bathroom)

Outside

(Front) Lawned foregarden with pedestrian side access to rear

(Rear) 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.



LOT 17

Freehold Vacant Possession

**203 South Road,
Hockley, Birmingham
B18 5JP**

Property Description:

A three bedroom mid terraced property of brick construction surmounted by a tile clad roof and set back from the road behind a small walled foregarden. The property benefits from having well laid out accommodation, gas fired central heating and is offered for sale generally in presentable condition. South Road is found off St Michaels Hill which in turn is located off Soho Road which itself provides a wide range of shops and amenities as well as direct access to Birmingham City Centre.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen and Bathroom having panelled bath and WC

First Floor:

Three Bedrooms and a Shower Room having shower tray, pedestal wash hand basin and WC



Outside:

Front – Walled foregarden
Rear – Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 18

**60 Swindon Road,
Edgbaston, Birmingham
B17 8JL**

Property Description:

A traditional end terraced house of brick construction surmounted by a replacement tile clad roof, benefiting from UPVC double glazed windows and external doors, gas fired central heating and two double bedrooms. Swindon Road forms part of an established residential area and is located off Ridgeway which in turn leads off Portland Road (B4125). The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

Accommodation:

Ground Floor:

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

First Floor:

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

Freehold Investment



Outside:

(Front) Paved foregarden

(Rear) Shared access to paved yard, brick store and wc and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS



A Freehold Established Garden Centre with Vacant Possession



White Cross Garden Centre, Orton Lane, Lower Penn, Wolverhampton, WV4 4XA

Property Description:

A valuable business opportunity comprising of a freehold garden centre which was established approximately twenty five years ago, and forms part of a popular and well regarded rural area. The property is conveniently located and easily accessible being within approximately one miles distance from Penn Road/Stourbridge Road, (A449) which provides access for the large residential population located in the south western suburbs of Wolverhampton and is furthermore within approximately one mile distance to the north of the local town of Wombourne. The site extends to an area of approximately 2.05 acres (0.83 hectares) being well laid out and provides ample on site customer car parking with vehicular access directly off Orton Lane.

Accommodation:

Driveway leading to gravelled Car Park, External Display Area used for the sale of outdoor plants, garden sheds/outbuildings and structures, Raised Nursery Area with Polytunnel measuring 29m x 6.5m. Storage Yard with further Polytunnel measuring 27m

x 5.5m. Separate fenced compound, Garden Centre comprising of three metal framed and glazed buildings all interlinked and used for the sale of indoor plants, garden products/accessories and saddlery. Heating is providing by way of an oil fired warm air blower.

Building 1: 295sq m (3175 sq ft)

Building 2: 188sq m (2032 sq ft)

Building 3: 76sq m (825 sq ft)

Total built area (gross internal)
559 sq m (6017 sq ft)

The vendors are retiring from the garden centre business and will continue to trade until the 23 October, all fixtures, fittings and stock remaining will be available to purchase by separate negotiation thereafter.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233







179 Alvechurch Road, West Heath, Birmingham B31 3PN

Property Description:

A former doctors' surgery comprising of a traditional brick built three storey detached property surmounted by a pitched tile clad roof and having been extended to the ground floor. The property offers extensive and flexible accommodation and benefits from part gas fired central heating, mostly UPVC double glazed windows and ample off road parking. The property is located next to St. John Fisher's Roman Catholic Primary School and forms part of an established residential area. Alvechurch Road is located directly off Longbridge Lane (B4096) which in turn leads off Redditch Road (A441).

Planning:

We understand from the vendors that the property has been used for many years as a doctors' surgery (known as the Alvechurch Road Surgery) and became vacant when the practice relocated to new premises. Its use as a surgery is contained in part D1 (non residential institutions) of the Town and Country Planning (Use Classes) Order 1987 and which should enable the premises to be used also for the purposes of a Crèche, Day Nursery or Day Centre for the provision of education, for the display of works of art, as a museum, as a public library or public/exhibition hall or in connection with public worship or religious instruction. All interested parties are strongly advised to contact the local planning department at Birmingham City Council, prior to bidding, to discuss any proposals which they may have for the property.

Accommodation:

Ground Floor:

Porch Entrance, Reception Hall, Waiting Room, Inner Hall, Cloak Room with wc and wash basin, Reception Office, Three Surgery/Consulting Rooms, Kitchen/Staff Room with extensive range of modern fitted units

First Floor:

Stairs and Landing, Room One, Room Two, Room Three, Room Four/Five combined, Cloak Room with wc and wash basin

Second Floor:

Stairs and Landing, Room Six, Room Seven/Eight combined

Outside:

(Front) Full width block paved forecourt providing ample off road parking with electric gated access

(Rear) Garden and yard area

Gross Internal Area:

Ground Floor: 120.5sq.ms (1,297sq.ft)

First Floor: 70sq.ms (754sq.ft)

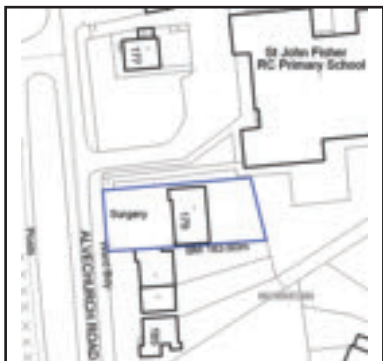
Second Floor: 36.5sq.ms (393sq.ft)

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Residential Development Site, 9 Woodbourne Road, Warley Woods, B67 5LY

Property Description:

A freehold residential redevelopment opportunity comprising of a parcel of land extending to approximately 0.13 acres benefiting from planning consent for the erection of two, three bedroom houses. The site fronts Woodbourne Road close to the junction with Abbey Road and forms part of a popular and well regarded residential area within a short walk from Warley Park and within approximately three quarters of a mile distance from Bearwood Road Shopping Centre providing a wide range of retail amenities and services.

Planning:

The site benefits from planning consent granted by Sandwell Metropolitan Borough Council (Ref: DC/05/44689 and dated 27 October 2005) for the erection of two, three bedroom houses. The plans submitted with the planning application were approved and detail the construction of a pair of semi detached houses each benefiting from the following accommodation:

Ground Floor:

Reception Hall with cloak room, Kitchen, Lounge/Dining Room and Integral Garage

First Floor:

Stairs and Landing, Master Bedroom with En-suite Shower Room, Bedroom Two and Bedroom Three, Family Bathroom

Outside:

(Front) Driveway leading to garage
(Rear) Garden

A copy of the plans and planning consent are available for inspection at the auctioneers' offices.

Site Investigation :

A site investigation report has been undertaken on behalf of the vendor and this is also available for inspection.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





276 / 278 Rotton Park Road, Edgbaston, Birmingham B16 0JH

Property Description:

Property Description

A substantial and imposing eight bedroom detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a tarmac covered driveway and walled foregarden. The property was previously two semi detached houses numbers 276 and 278 but has since been converted to provide one detached house. The property benefits from having well laid out spacious accommodation, UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition and further benefits from a large driveway providing off road parking for numerous vehicles. The property benefits from a vehicular right of way over a private road serving the adjacent cul-de-sac and whilst this access is not currently used it does provide scope for secure off road parking at the rear of the property. The property may be suitable for a variety of uses such as continued use as one eight bedroom dwelling, conversion to its original form of two semi detached properties or alternatively may provide scope for conversion to flats, subject to obtaining the appropriate planning. The property is located on Rotton Park

Road close to the junction with City Road (A4040) and approximately one quarter of a mile from the Dudley road which in turn gives direct access to Birmingham City Centre.

Accommodation:

Ground Floor:

Entrance Hall, Front Reception, Rear Reception, Inner Lobby, Kitchen/Dining Room, Utility Room and Bathroom having panelled bath, pedestal wash basin and WC, Separate Shower Room.

First Floor:

Bedrooms One to Four and Bathroom having panelled bath, pedestal wash basin and WC

Second Floor:

Bedroom Five, Bedroom Six, Bedroom 7 intercommunicating with Bedroom 8.

Outside:

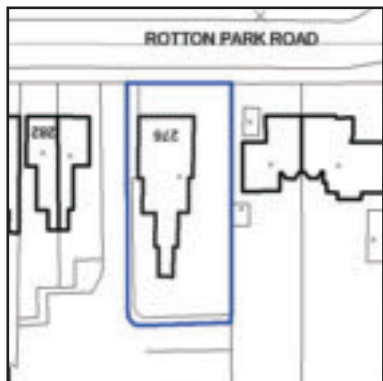
Front – Walled foregarden and substantial driveway
Rear – Patio and lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 23

Freehold Vacant Possession

1 Gough Avenue, Wolverhampton, West Midlands WV11 1EX

Property Description:

A semi detached property of Smith's system built construction surmounted by an interlocking hipped tile clad roof set back from the road behind a block paved drive way and lawned front garden. The property benefits from having well laid out accommodation, majority UPVC double glazed windows and parkray solid fuel heating, and is offered for sale in presentable condition. Gough Avenue is located off Blackwood Avenue which in turn is found off Blackhalve Lane (B4156). The property is set in an established residential area and is approximately within two and a half miles distance of Wolverhampton City Centre which provides a wide range of shops, amenities and bars and also houses the University of Wolverhampton. The property is also approximately within one miles distance from New Cross Hospital.

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Dining Room, Kitchen/Diner



First Floor:

Stairs and Landing, three Bedrooms, Bathroom having panelled bath electric shower over and pedestal wash basin, separate WC housing low level WC

Outside:

(Front) Lawned foregarden and paved driveway with side access to rear
(Rear) Patio area and lawned garden with three store sheds

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 24

Leasehold Vacant Possession

54 Pool Way Shopping Centre, Kitts Green, Birmingham, B33 8ND

Property Description:

A two bedroom duplex flat situated on the first and second floors of a purpose built block located above a retail unit in the Poolway Shopping Centre. The flat offers well laid out accommodation which includes gas fired central heating, modern kitchen units and is offered for sale in presentable condition. The property further benefits from a garage located in a separate block. Pool Way Shopping Centre can be found off the Meadway which in turn is a continuation of Bordesley Green East (B4128). The shopping centre itself provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Stairs to First Floor

First Floor:

Entrance Hallway, Kitchen, Lounge

Second Floor:

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



Outside:

Garage located in a separate block

Leasehold Information:

Term: 125 years from 12 January 1981
Ground Rent: £10 per annum
Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS



LOT 25

28 Rosebery Road, Smethwick, West Midlands B66 3RY

Property Description:

A traditional mid terraced house of brick construction surmounted by a replacement tile clad roof, offered for sale in a presentable condition and benefiting from gas fired central heating and part UPVC double glazed windows. Rosebery Road leads directly off Cape Hill (A4092) and the property is within walking distance from Cape Hill Shopping Centre which provides a wide range of retail amenities and includes the Windmill Retail Park. The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with range of modern fitted units including built in oven and hob

First Floor:

Stairs and Landing, Two Double Bedrooms, Large Bathroom with

Freehold Investment



panelled bath, pedestal wash basin and wc

Outside:

(Front) Small foregarden bordered by privet hedge

(Rear) Yard with brick stores and wc, shared pedestrian access and a separate garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 26

98 George Arthur Road, Birmingham B8 1LW

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof directly fronting the pavement. The property has been modernised and refurbished throughout to include new UPVC double glazed windows, gas fired central heating, new combination boiler, modern kitchen and bathroom fitments and new carpets throughout. George Arthur Road is located between St Saviours Road and Alum Rock Road and the property is within walking distance to the main shops and amenities the Alum Rock Road provides.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having panelled bath with mixer shower, pedestal wash hand basin and WC

First Floor:

Stairs and Landing, three Bedrooms



Outside:

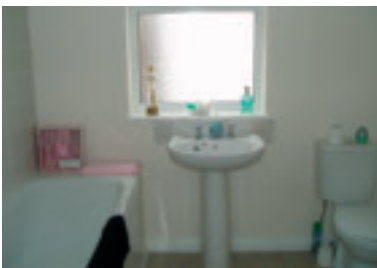
Rear – Paved yard

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





20 Lordswood Square, Lordswood Road, Harborne, Birmingham B17 9BS

Property Description:

A presentable and well laid out first floor flat forming part of a three storey purpose built development and benefiting from part UPVC double glazed windows, electric heating and two bedrooms. Lordswood Square comprises of an established development located off Lordswood Road and forming part of a popular and well regarded residential area conveniently located within approximately half a mile distance from Harborne High Street which provides access to a wide range of retail amenities, bars and restaurants.

Accommodation:

Ground Floor:

Communal Entrance with security door entry system

First Floor:

Reception Hall, Lounge, Kitchen with modern fitted units, Inner Hall, Bedroom One, Bedroom Two, Bathroom with modern suite comprising panelled bath, pedestal wash basin and wc.

Outside:

Communal Gardens and car parking area

Leasehold Information:

Term: 99 years from 29th September 1970

Ground Rent: £30.00 per annum

Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 28

Flat 1, 299 Walsall Road, Perry Barr, Birmingham B42 1TY

Property Description:

A well laid out purpose built flat situated on the first floor above a retail shop and forming part of a small parade located a short distance south of the junction with Church Road. The property is conveniently located approximately three quarters of a mile distance to the north of The One Stop Shopping Centre, Perry Barr Railway Station and the University of Central England. The property is currently let on an Assured Shorthold Tenancy at a rental of £350 per calendar month (£4,200 per annum)

Accommodation:

Ground Floor:

Communal Stairs to

First Floor:

External Landing, Reception Hall, Bathroom with panelled bath having electric shower over, pedestal wash



basin and wc, L-Shaped Lounge, Double Bedroom, Breakfast Kitchen

Leasehold Information:

Term: 99 Years from 25 March 1989

Ground Rent: £50 per annum

Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



**425 City Road,
Edgbaston, Birmingham
B17 8LD**

Property Description:

A traditional semi detached property of brick construction surmounted by a pitched tile clad roof, having been converted a number of years ago into three self contained flats, each benefiting from separate gas and electricity meters. The property is set back from the road behind a concrete forecourt and is situated between the junctions of Portland Road (B4125) and Bernard Road. The property is currently let as follows:

Rental Income:

Flat 1: Vacant

Flat 2: Let on a Regulated Tenancy at a rental of £269.48 per calendar month

Flat 3: Let on a Regulated Tenancy at a rental of £200.00 per calendar month

Current Total Rental Income: £469.48 per calendar month (£5,633.76 per annum)

Accommodation:

Shared Reception Hall

Flat 1 (Ground Floor):

Entrance Hall, Reception Hall, Kitchen with pantry, Bed/Living Room, Bathroom with panelled bath, pedestal wash basin and wc

Flat 2 (First Floor):

Stairs and Landing, Lounge, Kitchen,



Two Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin, Separate wc

Flat 3 (Ground Floor):

Pedestrian Side Access leading to Kitchen, Bathroom with panelled bath, pedestal wash basin and wc, Bed/Living Room

Outside:

(Front) Forecourt providing off road parking

(Rear) Pedestrian side access to yard area and good sized garden

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





1 Albert Road & 74 Mansfield Road, Aston, Birmingham B6 5PD

Property Description:

A traditional mid terraced property of rendered brick construction surmounted by a pitched tile clad roof, converted with planning consent some years ago into two self contained and well laid out flats, situated at the junction with Albert Road and Mansfield Road and hence the ground floor flat is known as 1 Albert Road and the first floor flat is known as 74 Mansfield Road. The property benefits from part UPVC double glazed windows and the ground floor flat further benefits from electric storage heating. The property is conveniently located with Mansfield Road providing access to Birchfield Road (A34) which leads to Perry Barr Shopping Centre, Perry Barr Railway Station, The One Stop Shopping Centre and The University of Central England, all being within less than one mile distance.

Rental Income:

1 Albert Road:

Vacant

74 Mansfield Road:

Let on a Regulated Tenancy at a registered rental of £45 per week (£2,340 per annum).

Note: the landlord applied on 27th June 2007 for re-registration of the current rental requesting that the rent be increased to £49 per week.

Accommodation:

Ground Floor:

1 Albert Road

Reception Hall, Walk-in Store Cupboard, Lounge, Double Bedroom, Bathroom with bath, wash basin and wc, Kitchen

74 Mansfield Road (not inspected)

Entrance Hall

First Floor:

Stairs and Landing, Lounge, Bedroom, Bathroom, Kitchen

Outside:

(Rear) Yard/garden area

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 6th December 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.





1 Wellesley Road, Oldbury, West Midlands B68 8RY

Property Description:

An end terraced house of rendered brick construction surmounted by a hipped slate clad roof, occupying a corner position at the junction with Tat Bank Road. The property benefits from gas fired central heating, UPVC double glazing and has been refurbished and modernised throughout including new kitchen fitments, redecoration and carpets. The property provides flexible, well laid out accommodation and has previously been let to four individual tenants

Accommodation:

Ground Floor:

Reception Hall, Reception Room One, Reception Room Two, Living Room, Store Room, Kitchen with range of modern fitted units, built in electric

oven and hob, Lobby, Shower Room with shower enclosure, wash basin and WC, Cloakroom with WC and wash basin.

First Floor:

Stairs and Landing, Two Double Bedrooms.

Outside:

Front – brick paved forecourt.
Rear – garden.

Tenure:

Freehold

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

87 Southern Road, Ward End, Birmingham B8 2EE

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating, a side garage and off road parking but requiring modernization and improvement throughout. The property is situated to the upper part of Southern Road, virtually opposite the junction with Stretton Grove, conveniently within a third of a mile distance from The Fox and Goose Shopping Centre at Hodge Hill providing a wide range of local retail services and amenities.

Accommodation:

Ground Floor:

Vestibule Porch, Reception Hall, Front Reception Room, Rear Reception Room, Veranda/Sun Room, Kitchen

First Floor:

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



Outside:

(Front): Paved foregarden and driveway leading to side garage

(Rear): Overgrown garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 33

Freehold Vacant Possession

**46 St Agathas Road,
Ward End, Birmingham
B8 2TU**

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from mostly UPVC double glazed windows, gas fired central heating and a single storey extension to the rear. St Agathas Road forms part of a traditional and established residential area which runs directly between Alum Rock Road and Washwood Heath Road (4114) the latter providing access to a wide range of local retail amenities and services including The Fox and Goose Shopping Centre at Hodge Hill.

Accommodation:

Ground Floor:

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

First Floor:

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



Outside:

(Front): Walled foregarden

(Rear): Block paved patio with a predominantly lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 34

**434 Belchers Lane,
Bordesley Green,
Birmingham B9 5SU**

Property Description:

A traditional built end terraced house of brick construction surmounted by a pitched slate clad roof, set well back from the road behind a paved driveway and providing well laid out accommodation which benefits from three bedrooms and gas fired central heating. The property is situated to the southern part of Belchers Lane which leads between Yardley Green Road and Bordesley Green (B4128) and Birmingham Heartlands Hospital is within approximately one third of a mile distance. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £500 per calendar month (£6,000 per annum)

Accommodation:

Ground Floor:

Reception Hall, Through Lounge/Dining Room, Rear Sitting Room, Kitchen

First Floor:

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



Outside:

(Front): Lawned foregarden and a paved driveway, shared pedestrian side access leading to rear

(Rear): Paved yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





Alexandra House, 24 & 26 Envile Street, Stourbridge, West Midlands, DY8 1XS

Property Description:

A unique opportunity to purchase a substantial freehold residential investment opportunity known as Alexandra House comprising of an imposing four storey Victorian built property, prominently situated at the junction with Envile Street and Bath Road/Stourbridge Ring Road. The property is of traditional brick built construction surmounted by a pitched slate clad roof and has been locally listed, as the building is considered as part of the local heritage. The property has been owned by the vendor in excess of 40 years and contains 15 established flats which have proved a reliable investment over the years, and are all currently fully let. The property enjoys a central location within walking distance from Stourbridge Town Centre and benefits from car parking located to the rear. We understand from the vendor that various development schemes are currently planned for Envile Street and includes the redevelopment of 53 – 65 Envile Street by Churchill Retirement Living with works due to commence in October 2007.

Planning:

We understand that the property was converted in 1982 from 8 flats to 15 flats and that the current use is duly established. The property offers residential redevelopment potential and Architects acting for the vendor have drawn up plans for internal modification of the property to create 15 self contained apartments and have received confirmation from the Local Planning Department at Dudley Metropolitan Borough Council that planning consent is not required. The property currently benefits from a Licence for a House in Multiple Occupation granted by Dudley Metropolitan Borough Council for a period of five years from the 28 October 2006, permitting a total of either 15 households or 32 individual residents to reside in the building at

any one time.

Car Parking:

The property benefits from planning consent granted by Dudley Metropolitan Borough Council (Reference P07/0702 and dated 23 May 2007) for the extension of the existing car park to provide 16 spaces for the exclusive use of Alexandra House. The extended car park will be sited on the lawned area to the rear of Alexandra House. A copy of the planning information along with Architects drawings is available for inspection at the Auctioneers offices.

Rental Income:

Each flat is currently fully let on Assured Shorthold Tenancies as follows:

24 Envile Street – 7 Flats – rental income £2,000 per calendar month

26 Envile Street – 8 Flats – rental income £2,175 per calendar month

Total Gross Rental Income: £50,100 per annum

Note: All rents are paid monthly in advance and deposits are held for each tenant. The landlord is responsible for payment of council tax and provision of hot water to the shared bathrooms, with the exception of flat 3, 24 Envile Street, where the tenant is responsible for all outgoings. A detailed schedule of tenancies is available for inspection at the Auctioneers Offices.

Accommodation:

24 Envile Street

Lower Ground:

Entrance Hall, shared Reception Hall, shared Bathroom with panelled bath, electric shower over, pedestal wash basin, WC.

Flat 1A – Bed/Living Room and Breakfast Kitchen

Flat 1B – Reception Hall, Lounge, Bedroom and Kitchen



Upper Ground Floor:

Covered Entrance, Reception Hall, shared Entrance Hall and shared Bathroom having panelled bath and shower over, pedestal wash basin and WC.

Flat 2A – Bed/Living Room with open plan Kitchen

Flat 2B – Living Kitchen, Bed/Living Room

First Floor:

Stairs and Landing

Flat 3 – Reception Hall, Lounge, Bedroom, Living Kitchen and Bathroom with panelled bath, electric shower over, pedestal wash basin, WC.

Separate Entrance Hall and stairs to second floor.

Second Floor:

Landing and shared Bathroom with panelled bath, electric shower over, pedestal wash basin and WC.

Flat 4 – Bed/Living Room, Dining Kitchen and Box Room

Flat 5 – Entrance Hall, Living Kitchen and Bed/Living Room

26 Enville Street

Lower Ground:

Entrance Hall, shared Reception Hall, shared Bathroom having panelled bath, electric shower over, pedestal wash basin and WC.

Flat 1A – Dining Kitchen, Bed/Living Room

Flat 1B – Hallway, Living Room, Bedroom, Kitchen

Upper Ground Floor:

Covered Entrance, Reception Hall, shared Bathroom having panelled bath, electric shower over, pedestal wash basin and WC.

Flat 2 – Bed/Living Room with open plan Kitchen

Flat 2A – Entrance Hall, Bed/Living Room, Kitchen and pantry

First Floor:

Stairs and Landing

Shared Bathroom having panelled bath, electric shower over, pedestal wash basin and WC.

Flat 3A – Bed/Living Room with open plan Kitchen

Flat 3B – Entrance Hall, Bed/Living Room and Kitchen

Stairs to second floor.

Second Floor:

Landing and shared Bathroom with panelled bath, electric shower over, pedestal wash basin and WC.

Flat 4 – Bed/Living Room, Dining Kitchen and Box Room

Flat 5 – Entrance Hall, Living Kitchen and Bed/Living Room

Outside:

Walled front and side boundaries with lawned garden to rear partially surrounded by a close boarded fence.

Note: Please refer to planning section regarding the conversion of the rear garden to form 16 car parking spaces, accessed via a vehicular right of way over the adjacent land.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 36

Freehold Vacant Possession

20 Worcester Green, West Bromwich, West Midlands B71 1JD

Property Description:

A semi detached house of non traditional "Smiths" type construction surmounted by a hipped tile clad roof, providing well laid out accommodation and offered for sale in a presentable condition, benefiting from gas fired central heating, mostly UPVC double glazed windows and ample off road parking. The property is situated in an established residential area and Worcester Green is located off Wiltshire Way which provides access via Bank Street to Vicarage Road (B4149). West Bromwich Town Centre lies within approximately one and a half miles distance to the south.

Accommodation:

Ground Floor:

Reception Hall, Lounge, Dining Room, Kitchen, Covered Side Passageway with brick built workshop, store and wc

First Floor:

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

LOT 37

23 Strathdene Road, Selly Oak, Birmingham, B29 6QL

Property Description:

A mid terrace property of traditional construction located in a parade of similar units and which comprises of a Ground Floor Retail Unit requiring some modernization and improvement and a self contained two bedroom flat to the floor above, which is in presentable condition. The retail unit benefits from Vacant Possession, whilst the flat is currently occupied by way of an Assured Shorthold Tenancy at a rental of £395 per calendar month (£4,740 per annum). The property itself is located on the Strathdene Road which runs directly off Gibbens Road which in turn runs off Harborne Lane (A4040).

Accommodation:

Ground Floor Retail Unit:

Retail Area extending to approximately 50.8 sq.m (547 sq.ft), Partitioned Kitchen and Partitioned Rear Office, Store/Lean-to and Separate W.c. The gross internal area extends to approximately 65.8 sq.m (708 sq.ft).

First Floor Flat:

Entrance at Rear, Living Room, Kitchen, Bathroom with WC, shower cubicle, wash hand basin and Two Bedrooms.



Outside:

(Front) Lawned foregarden and a large paved driveway providing ample off road parking

(Rear) Paved patio and lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Freehold Part Vacant/ Part Investment



Outside:

Front: Tarmacadam forecourt providing parking for two cars.

Rear: Paved yard with vehicular access via a rear driveway.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 38

Freehold Vacant Possession

31 Warren Road, Stirchley, Birmingham B30 2NZ

Property Description:

A three storey end Terraced property of part rendered brick construction surmounted by a tile clad roof set back from the road behind a walled fore garden. The property provides an ideal investment opportunity having been converted to provide two separate self contained flats over three storeys, the ground floor flat being accessed off Warren Road and the first floor flat to the rear off Hazelwell Road. The property further benefits from having UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. Warren Road is located off Hunt's Road or Hazelwell Road, and runs adjacent to the Pershore Road (A441) which provides easy access to Birmingham city centre. The property is also within a quarter of a mile from Bourneville Train Station, and within a mile from the main shopping area in Cotteridge.

Accommodation:

Ground Floor Flat:

Front Entrance, Entrance Hall, Bedroom, Reception Room, Kitchen, Inner Lobby and Shower Room.



Flat Two First and Second Floors:

Entrance at the rear, stairs to Lounge Kitchen, Inner Hallway leading to Bathroom

Second Floor:

Bedroom

Outside:

(front) - walled fore garden
(rear) - paved yard and brick built outhouses providing additional storage

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 39

Freehold Vacant Possession

4 Towyn Road, Moseley, Birmingham B13 9NA

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, situated close to the junction with Tenby Road and forming part of a popular and established residential area located off College Road (B4217) which in turn leads directly off Stratford Road (A34). The property benefits from gas fired central heating and part UPVC double glazed windows.

Accommodation:

Ground Floor:

Through Lounge/Dining Room, Kitchen

First Floor:

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



Outside:

(Front): Small walled foregarden
(Rear): Yard and garden with shared pedestrian access

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





The Coach House, Tanwood Lane, Chaddesley Corbett, Near Kidderminster, Worcestershire DY10 4NT

Property Description:

A unique opportunity to purchase a brick built coach house surmounted by a recently replaced timber framed pitched tile clad roof and having the benefit of planning consent for change of use to form a two storey office building with ancillary car parking. The property occupies a site which extends to an area of 0.08 acres (311sq.metres) and is situated in a popular rural area virtually opposite Tanwood Cottage and within approximately a third of a mile distance from the local village of Blunton. Upon completion of all works, the property is ideally suited for occupation by a sole practitioner or small professional company and is conveniently located within approximately six miles distance from Kidderminster Town Centre and within ten miles distance from access to both the M5 and M42 Motorways.

Planning:

The property benefits from planning consent granted by Wyre Forest District Council (Ref: WF.1330/04 and dated 14 April 2005) for the repair,

refurbishment and external alterations to the existing building to allow the use as offices with ancillary parking provision. The architect's plans approved with the planning consent detailed two storey office accommodation comprising of the following:

Ground Floor:

Two Separate Offices, Cloak Room having wc and wash basin and Kitchen

First Floor:

Open Plan Office

Gross Internal Area: 43.5sq.ms
(468sq.ft) approximately

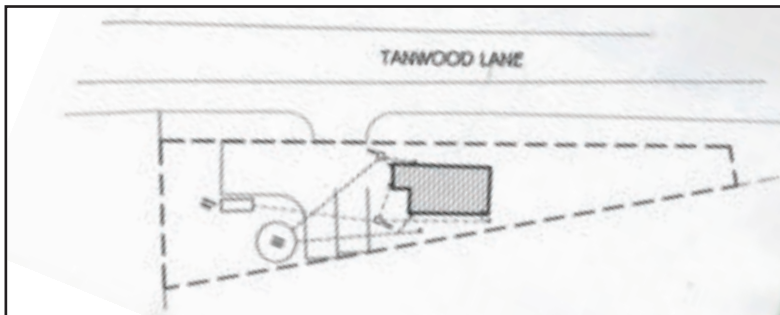
A copy of the planning consent and architect's drawings are available for inspection at the auctioneers' offices

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



**Riverside, King Street,
Combe Martin,
Ilfracombe,
Devon, EX34 0DB**

Property Description:

An interesting traditional built three storey attached dwelling house having been much improved and refurbished throughout which includes a range of new fitments along with redecoration and internal finishes. The property offers flexible and versatile accommodation and could be used for a dual family occupancy, holiday investment or has the potential to use as either one or two separate living areas with an annexe. The property is set back from the main village centre and is situated next to a small stream and provides ideal holiday accommodation being within less than a quarter of a miles distance from Combe Martin Beach. Combe Martin itself comprises of a popular north Devon coastal village situated on the outskirts of the Exmoor National Park and within approximately six miles distance from the local town of Ilfracombe. The accommodation itself benefits from electric heating.

Accommodation:

Whilst the auctioneers have not inspected the accommodation we understand that it benefits from the following:

Ground Floor: (Ground Floor Annexe)

Lobby, Entrance Hall, Lounge, Kitchen with a range of fitted units, Dining Room/Bedroom 2, a second entrance into Hall with a Shower Room having wash basin and WC and Bedroom 1.

First Floor: (Main House)

Stairs and Landing with small Storeroom. Lounge, Bathroom with bath, wash basin and WC, Breakfast Kitchen with a range of modern fitted units incorporating a built in over, electric hob and hood.

Second Floor:

Stairs and landing, Master Bedroom with en-suite Shower Room with WC and wash basin, two further Bedrooms, Shower Room with WC and wash basin

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Directional Note: Directions from the Midlands are as follows: Follow the M5 Motorway, exit at Junction 27, follow the A361 signposted Barnstaple and then continue on the A361 to Ilfracombe. Follow the A399 to Coombe Martin.



LOT 42**Freehold Vacant Possession**

**52 Rodborough Road,
Sheldon, Birmingham
B26 2QD**

Property Description:

A semi detached property surmounted by a tile clad roof set back from the road behind a driveway and lawned garden allowing for off road parking. The property benefits from having well laid out accommodation and has recently been refurbished including UPVC double glazed windows and doors, gas fired central heating, modern kitchen and bathroom fittings and carpets. Rodborough Road is located off Horrell Road which can be located off Brays Road which in turn can be found off the Coventry Road (A45) which gives direct access to Birmingham International Airport and Birmingham City Centre.

Accommodation:**Ground Floor:**

Entrance Hall, Front Reception, Kitchen/Diner

**First Floor:**

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

Outside:

Front – Driveway and lawned garden
Rear – Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 43**Freehold Vacant Possession**

42 Bratch Close, Dudley, West Midlands DY2 0JD

Property Description:

A semi detached property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a lawned foregarden and driveway leading to garage allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating, modern kitchen units and is offered for sale in presentable condition. Bratch Close is set in an established residential area and is located off Yew Tree Hills which in turn is found off Marriotts Road.

Accommodation:**Ground Floor**

Entrance Porch, Front Reception Room, Kitchen/Diner, Utility Room

First Floor

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

Outside

(Front) Lawned Foregarden and driveway leading to garage
(Rear) Patio area and lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 44

Freehold Vacant Possession

**31 Vale Road,
Netherton, Dudley, West
Midlands DY2 9HY**

Property Description:

A presentable and much improved semi detached house of non traditional "wates" construction surmounted by a pitched interlocking tile clad roof and set back from the road behind a lawned foregarden and driveway. The property provides well laid out accommodation benefiting from UPVC double glazed windows, modern kitchen and bathroom fitments, three bedrooms and off road parking. Vale Road is situated in an area known as Darby End which forms part of the larger Netherton area and is located off St. Peters Road at the junction with Darby End Road. The property is conveniently within approximately half a mile distance from Netherton Shopping Centre providing a range of retail amenities and services.

Accommodation:

Ground Floor

Canopy Entrance, Entrance Hall, Through Lounge/Dining Room, Kitchen with range of modern fitted laminate units including built in oven and hob, Utility Room leading off:



First Floor

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

Outside

(Front) Lawned foregarden with driveway and pedestrian side access to rear

(Rear) Patio area and enclosed garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 45

Freehold Vacant Possession

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

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, occupying an elevated position and benefiting from UPVC double glazed windows and majority gas fired central heating. The property forms part of an established residential area and is located at the Eastern end of West Park Avenue close to the junction with Green Park Avenue and approximately 150 metres from the junction with Bristol Road South (A38) which provides direct access to the Northfield Shopping Centre providing a wide range of retail amenities along with Birmingham City Centre and the M5 Motorway.

Accommodation:

Ground Floor:

Reception Hall, Through Lounge, Kitchen, Lean-to to side

First Floor:

Stairs and Landing, Two bedrooms, Bathroom with panelled bath, wash hand basin and WC



Outside:

(Front) Lawned foregarden

(Rear) Lawned gardens

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





Unit E Spring Hill Business Park, Eyre Street, Birmingham, B18 7AA

Property Description:

A modern single storey industrial unit being of steel framed construction with part profiled metal clad elevations. There is a vehicular access to the property protected by a roller shutter. The property is currently let on a Lease for a term of 3 years which commenced 29 March 2005 at a current rental of £9,000 per annum plus VAT. The property itself is located on a small industrial estate located off Eyre Street and Spring Hill (A457) is located within 50 metres.

Accommodation:

Ground Floor:

Reception and Warehousing extending to approximately 1,585 sq.ft (147.3 sq.m).

First Floor:

Offices extending to approximately 1,489 sq.ft (138.3 sq.m).

Tenure:

The property is understood to be of Leasehold Tenure for a term of 99 years which commenced 9th October 1988. The Ground Rent payable is 1 peppercorn.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Please note VAT is payable on this lot



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction Thursday 6th December 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.





163 Cole Hall Lane, Stechford, Birmingham, B34 6EX

Property Description:

A detached unit of brick construction which is offered for sale in generally presentable condition but would benefit from some cosmetic improvement. The property itself has been used as a retail unit for several years and benefits from a uPVC double glazed shop front with roller shutter protection and a forecourt providing off road parking.

In addition, the property benefits from Full Planning Consent (Ref – N/01140/05/FUL dated 18 May 2005) for 'Ground floor extension to front to extend showroom and ramp to front entrance and the erection of first floor extension to form new store room at existing retail mobility centre.' Please consult Birmingham City Council with

any queries you may have with regards to the planning permission.

The property itself is located on Cole Hall Lane in Stechford, close to the junction with Watland Green.

Accommodation:

Retail Area:

Extending to approximately 24.4sq.m (253sq.ft), Private Office extending to approximately 8.8sq.m (94sq.ft), Separate w.c. with wash hand basin.

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 6th December 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.

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk





437 Cannock Road, Hednesford, Cannock WS12 4AE

To be offered For Sale as five separate lots are the following; three Long Leasehold Flats and two Leasehold Commercial Units, all located in the block known as 437 Cannock Road. The property itself is located on Cannock Road, close to the junction with Green Heath Road, approximately 1.5 miles to the North East of Cannock Town Centre.

Lot 48 Retail Unit, 437 Cannock Road Leasehold Vacant Possession

Property Description:

A Ground Floor Retail Unit, which is presently partitioned to provide three rooms along with Kitchen and WC facilities. The property benefits from a secure roller shutter, vacant possession and long leasehold title.

Accommodation:

Ground Floor:

Three Rooms, Kitchen, WC facilities. We are informed by the vendor that the Gross Internal Area is approximately 65sq.m. (699sq.ft.)

Tenure:

We are informed that the property is leasehold for a term of 999 years which will be granted from completion. Ground Rent - £100 Per Annum

Outside:

(rear) – Communal Car Park

Lot 49 Office Suite, 437 Cannock Road Leasehold Investment

Property Description:

A Ground Floor self contained Office suite, which is presently let on a three year Internal Repairing and Insuring lease, which commenced 3/4/2006 at a rental of £5,200 per annum.

Accommodation:

Ground Floor:

Seven Individual Office, Kitchen, WC Facilities. We are informed by the vendor that the Gross Internal Area is approximately 82.2sq.m. (884sq.ft.)

Tenure:

We are informed that the property is leasehold for a term of 999 years which will be granted from completion. Ground Rent - £100 Per Annum

Outside:

(rear) – Communal Car Park

Lot 50 Flat 1, 437 Cannock Road Leasehold Investment

Property Description:

A self contained one bedroom flat offered for sale in presentable condition, and benefits from upvc Double Glazing and Central Heating. The property is currently let on an Assured Shorthold Tenancy at a rental of £250 per month (£3,000 per annum).

Accommodation:

Ground Floor:

Communal Entrance Hall

First Floor:

Bedroom, Reception Room, Kitchen, Bathroom and Separate WC

Tenure:

We are informed that the property is leasehold for a term of 125 years which will be granted from completion. Ground Rent - £100 Per Annum

Outside:

(rear) – Communal Car Park

**Lot 51 Flat 2, 437 Cannock Road
Leasehold Vacant Possession**

Property Description:

A self contained one bedroom flat offered for sale needing some improvement, but does benefit from upvc Double Glazing and Central Heating.

Accommodation:

Ground Floor:

Communal Entrance Hall

First Floor:

Bedroom, Reception Room/Kitchen and Bathroom

Tenure:

We are informed that the property is leasehold for a term of 125 years which will be granted from completion. Ground Rent - £100 Per Annum

Outside:

(rear) – Communal Car Park

Ground and First floors of the property. The property is currently let on an Assured Shorthold Tenancy at a rental of £220 per month (£2,640 per annum).

Accommodation:

Ground Floor:

Communal Entrance Hall, Bathroom

First Floor:

Reception Room/Kitchen and Bedroom

Tenure:

We are informed that the property is leasehold for a term of 125 years which will be granted from completion. Ground Rent - £100 Per Annum

Outside:

(rear) – Communal Car Park

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

**Lot 52 Flat 3, 437 Cannock Road
Leasehold Investment**

Property Description:

A one bedroom flat offered for sale with accommodation on both the



IMPORTANT NOTICE

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



**Building Plot Adj 11A
Trenville Avenue,
Fulham Road, Sparkhill,
Birmingham B11 4QQ**

Description:

A parcel of former garden land located adjacent to number 11 Trenville Avenue and being roughly rectangular in shape extending to an area of 139sq.metres (1,503sq.ft). The land has the benefit of planning consent for the erection of a two storey, three bedroom, end terraced house and forms part of a traditional and established residential area. Trenville Avenue comprises of a pedestrian cul-de-sac located off Fulham Road and is conveniently within approximately 200 metres distance from Stratford Road (A34) providing access to a wide range of retail amenities and services.

Planning:

The plot benefits from full planning consent granted by Birmingham City Council (Ref: C/01054/03/FUL and dated 12 April 2003) for the erection of a two storey, three bedroom, end terraced dwelling house. The architect's drawings submitted with the planning application detailed a proposed dwelling benefiting from the following accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Room, Kitchen, Lobby and Shower Room



First Floor:

Stairs and Landing, Three Bedrooms

A copy of the decision notice and architect's drawings are available for inspection at the auctioneers' offices

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Bridging Finance

**that won't cost
you the shirt
off your back!**

*Residential and
commercial*

- £25,001 - £3m
- Up to 85% LTV (even for bridges)
- Highly competitive rates
- Solutions to all scenarios

Talk to Geoff Philpot on **01249 65 29 39** all enquiries welcomed...from the straightforward to the more unusual or complex



Firm Foundations for Property Finance

DMI Finance, PO Box 3257,
Chippenham, SN15 9DH
Tel: 01249 65 29 39
Fax: 01249 65 57 88
www.dmifinance.com





Building Plot Rear of 10 Castle Road, Tipton, West Midlands DY4 8EA

Property Description:

A parcel of freehold former garden land, roughly square shaped, extending to an area of approximately 320sq.m and benefiting from outline planning consent for the erection of a dormer bungalow. The land is situated to the rear of 10 Castle Road and enjoys direct road frontage onto Kenilworth Close which comprises of a cul-de-sac containing a range of modern residential dwellings. Castle Road leads directly off Birmingham New Road (A4123) and the plot is conveniently within approximately one and a quarter miles distance from Dudley Town Centre providing a wide range of amenities and services.

Planning:

The land benefits from outline planning consent granted by Sandwell Metropolitan Borough Council (Ref: DC/06/46172 and dated 12th June 2006) for the erection of a dormer bungalow.

A copy of the planning consent is available for inspection at the auctioneers' offices.

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 6th December 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.

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk





Land at Shut Mill Lane, Romsley, Bromsgrove, B63 0LY

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of 0.39 acres (0.16 hectares) and having a wide frontage along with the western side of Shut Mill Lane of approximately 84 metres (275ft). The land is situated immediately to the North of Calcot House and the boundary to Shut Mill Lane is secured with a close boarded fence having double gated access to the southern part of the site. Shut Mill Lane comprises of a minor road in a popular rural area containing a range of single detached dwelling houses and is conveniently within approximately one mile distance from both Bromsgrove Road (B4551) which provides access to Halesowen and from Stourbridge Road (A491) which provides direct access to the M5 Motorway (junction 4).

Vendors Solicitors

Refer to Auctioneers

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



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

Property Description:

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

Accommodation:

Ground Floor:

UPVC Double Glazed Porch, Reception Hall, Open Plan Study Area, Front

Reception Room, Rear Reception Room, Kitchen

First Floor:

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

Outside:

(Front) Foregarden and driveway providing off road parking

(Rear) Patio and overgrown 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 Thursday 6th December 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.





80 Salters Road, Walsall Wood, Staffordshire, WS9 9JB

Property Description:

A substantial building of traditional construction which is currently fully let producing a rental income of £16,120 per annum. The property itself comprises; two ground floor retail units and self contained residential accommodation to the rear and to the floors above. The property itself is located close to the junction with Stewart Road in the town of Walsall Wood approximately 1.5 miles to the north of Aldridge.

Accommodation:

Left Hand Retail Unit:

Currently occupied by a barbers by way of a 6 year lease which commenced 19 April 2006 for a term of 6 years at a rental of £4,160 per annum. The retail area extends to approximately 24sq.m (408sq.ft) and separate w.c.

Right Hand Retail Unit:

Currently occupied as a beauty clinic by way of a 6 year lease which commenced 19 April 2006 at a rental of £4,160 per annum. The property comprises of a Reception Room and a Treatment Room with a separate w.c.

Residential Accommodation:(not internally inspected by the auctioneer)

Ground Floor:

Two Reception Rooms, Kitchen

First Floor:

Bathroom, Four Bedrooms.

This is currently let on an Assured Shorthold Tenancy at a rental of £150pw (£7,800pa)

Total Rental Income - £16,120 per annum

Outside:

Front – the property fronts directly onto Salters Road.

Rear – driveway off Salters Road and substantial brick built storage shed with roller shutter protection.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 58

Freehold Vacant Possession

**4 Rollason Road,
Dudley, West Midlands
DY2 8ND**

Property Description:

A traditional semi detached house of brick construction surmounted by interlocking tile clad roof, having been refurbished and benefiting from having been rewired, UPVC double glazed windows and external doors, modern bathroom suite and an attractive range of modern fitted kitchen units including built in appliances and new carpets. Rollason Road forms part of a traditional and established residential area located off Blackacre Road which in turn leads off Southern bypass (A461) and is conveniently within half a mile distance from Dudley Town Centre which provides a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall with Cellar access, Front Reception Room, Rear Reception Room, Rear Entrance Hall, Refitted Kitchen with an attractive range of modern laminate units including stainless steel built in oven, hob and cooker hood, integrated fridge and freezer.



First Floor:

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

Outside:

(Front) Paved forecourt
(Rear) Pedestrian side access to paved yard, brick store, paved terrace and a lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 59

Freehold Vacant Possession

**58 Swan Street, Dudley,
West Midlands,
DY2 9EQ**

Property Description:

A traditional mid-terraced house of brick construction surmounted by a concrete interlocking tile clad roof, having a single storey extension to the rear, offered for sale having been refurbished and benefiting from having been rewired, UPVC double glazed windows and gas fired central heating, modern kitchen and bathroom fittings and new carpets throughout. The property is situated opposite the junction with Prince Street, and Swan Street is situated off Cinder Bank (A459), and is conveniently within approximately one miles distance to the south of Dudley Town Centre.

Accommodation:

Ground Floor:

Front Reception Room, Inner Hall with Cellarette, extended rear Reception Room, Breakfast Kitchen, Bathroom with panelled bath having electric shower over, pedestal wash hand basin and WC.



Outside:

(front) Small walled fore garden
(rear) Shared pedestrian access to paved yard and garden with shed

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

First Floor:

Stairs and Landing, Three Bedrooms.



COTTONS
THE AUCTIONEERS



LOT 60**Freehold Vacant Possession**

**52 Drayton Street,
Walsall, West Midlands
WS2 9PP**

Property Description:

A semi detached property of brick construction surmounted by a hipped interlocking tile clad roof set back from the road behind a lawned garden and driveway allowing for off road parking. The property benefits from well laid out accommodation, UPVC double glazed windows and doors, part gas fired central heating, modern kitchen and bathroom fitments and is offered for sale in presentable condition. Drayton Street is located off Alumwell Road which is located off Wolverhampton Road (A454) which gives direct access to junction 10 of the M6 motorway and Walsall Town Centre which provides a wide range of shops and amenities both of which are within half a miles distance.

Accommodation:**Ground Floor:**

Entrance Hallway, Lounge, Kitchen, Inner Lobby, WC

First Floor:

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

**Outside:**

Front – Lawned foregarden and driveway
Rear – Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 61**Freehold Vacant Possession**

**50 Cavendish Road,
Wolverhampton
WV1 2QE**

Property Description:

An end terraced house of brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation and benefiting from gas fired central heating, mostly UPVC double glazed windows and off road parking. Cavendish Road leads off Thornton Road which in turn leads off Stowheath Lane and provides access to Willenhall Road (A454). Wolverhampton City Centre lies within approximately one and a half miles distance to the west.

Accommodation:**Ground Floor:**

Reception Hall, Lounge, Dining Room, Kitchen, Rear Entrance Hall and Utility Area with store and wc

First Floor:

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

**Outside:**

(Front) Lawned foregarden and driveway providing off road parking
(Rear) Paved yard and patio with lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Unit 9, Purdy Road, Batmanshill Industrial Estate, Batmanshill Road, Bilston WV14 8UB

This lot is offered for sale by order of the LPA Receivers

Property Description:

A single storey portal frame industrial unit with brick outer walls surmounted by a pitched roof and having been extended to the front elevation to provide ancillary accommodation. The property occupies a site which extends to an area of approximately 0.18 acres. Purdy Road comprises of a cul-de-sac which forms part of an industrial estate located off Batmanshill Road which leads via Parkes Lane off High Street (A4037). The unit is located within approximately one mile distance from Coseley Railway Station and within approximately four miles distance from the M6 Motorway (junction 10) providing access to the Midlands Motorway network.

Accommodation:

Ground Floor:

Factory/Workshop Premises:
Gross Internal Area 115sq.m (1,237sq.ft)

Ancillary Accommodation:
Gross Internal Area 20.8sq.ms (223sq.ft)

Outside:

Full width concrete forecourt, gated access to useful storage yard located to the side and rear

Site Area: 0.18 acres
Site Frontage: 18.2 ms (60 ft)

Leasehold Information:

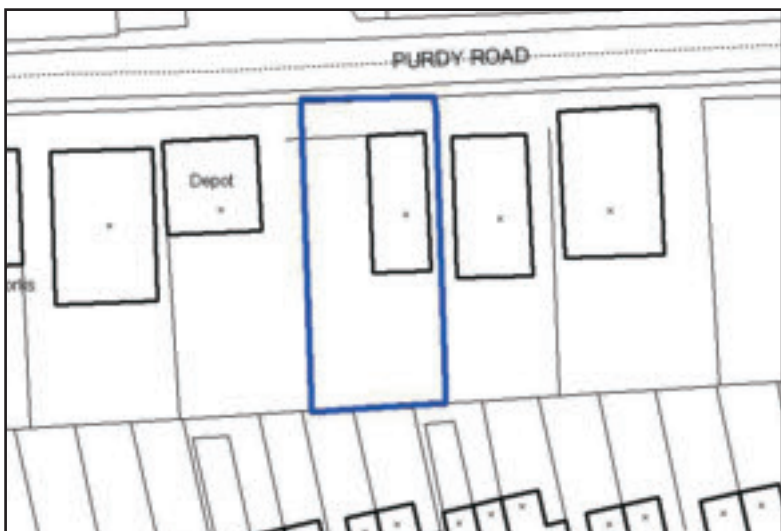
Term: 99 years from 1st July 1966
Ground Rent: Currently £2,900 per annum

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





512 Stafford Road, Oxley, Wolverhampton, WV10 6AN

Property Description:

Mid terrace unit of traditional construction which comprises a ground floor retail unit currently trading as a newsagent and a self contained flat to the first floor. The whole property is currently let to Stars Newsagents on a lease at a rental of £12,500 per annum, and whilst they are responsible for all obligations for the duration of their lease, they are no longer in occupation of the property and have sub-let to a third party. The property itself is located in a parade of shops in a predominantly retail orientated area close to the junction with Three Tuns Lane.

Accommodation:

Ground Floor Retail Area:

Extending to approximately 76.8sq.m (827sq.ft). Store Room extending to approximately 15.3sq.m (164sq.ft), Private Office extending to 4.7sq.m (51sq.ft) approximately, Kitchen, Separate w.c., Rear Lobby with stairs to First Floor and Rear Store Room extending to approximately 12.5sq.m (135sq.ft).

First Floor:

Reception Room, Kitchen, Shower Room, Two Bedrooms.

Outside:

Front: Pedestrian Forecourt.
Rear: Lawned Garden.

Rental Information:

The property is presently let to Stars Newsagents at a rental of £12,500 per annum

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





77 Alexander Road, Acocks Green, Birmingham B27 6ES

Property Description:

A traditional three storey mid terraced house of rendered brick construction, surmounted by a replacement tile clad roof and benefitting from majority UPVC double glazed windows. The property itself is offered for sale in presentable condition and has been informally converted to five Self-contained Flats. Alexander Road itself leads off Yardley Road (B4146) and the property is conveniently located within approximately half a mile distance from Acocks Green Shopping Centre providing a wide range of local amenities and within less than a quarter of a mile distance from Acocks Green Railway Station.

Three of the flats will be let on Assured Shorthold Tenancies at a rental of £360pcm, per flat, (£12,960 per annum), whilst two benefit from Vacant Possession

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall.

Flat 1:

Entrance Hall, Shower Room with shower, vanity wash basin & WC, Living Room with Kitchenette, Bedroom.

Flat 2:

Kitchen, Living Room, Bedroom, Shower Room with shower, vanity wash basin & WC.

First Floor:

Stairs and Landing.

Flat 3 (Studio):

Entrance Hall, Shower Room with shower, vanity wash basin & WC, Bedsitting Room with Kitchenette.

Flat 4:

Entrance Hall, Shower Room with shower, vanity wash basin & WC, Lounge, Kitchen, Bedroom.

Flat 5:

Stairs to second floor, Kitchen, Living Room, Bedroom, Shower Room with shower, vanity wash basin & WC.

Outside:

(front) – Concrete fore-garden

(rear) – Concrete yard and lawned garden.

Tenure:

Freehold

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





**59 Wyndcliff Road,
Small Heath,
Birmingham B9 5BD**

Property Description:

A substantial end terraced house of rendered brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows, five bedrooms and ample off road parking but requiring modernization and improvement throughout. Wyndcliff Road forms part of a traditional and established residential area and comprises of a cul-de-sac which leads off Green Lane which in turn leads off Coventry Road and provides direct access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall with

Cellar access, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

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

Second Floor:

Stairs to Attic Bedroom Five (double)

Outside:

(Front): Small walled foregarden, full length side driveway with gated access to rear

(Rear): Yard, garage and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

**Flat 6 Chadbrook Crest,
Richmond Hill Road,
Edgbaston, Birmingham
B15 3RL**

Property Description:

A two bedroom flat situated on the first floor of a purpose built block set back from the road behind communal gardens and parking area. The flat benefits from well laid out accommodation, electric storage heating and is offered for sale in presentable condition. Chadbrook Crest is located off Richmond Hill Road which in turn can be found off Harborne Road (B4124) which gives direct access to Birmingham City Centre as well as the High Street located in Harborne which provides a wide range of shops and amenities and being within half a mile distance.

Accommodation:

Ground Floor:

Communal entrance with access to stairs and lifts.

First Floor:

Entrance Hallway, Lounge, two Bedrooms, Bathroom and Kitchen



Outside:

Communal gardens and parking

Leasehold Information:

Term: 99 years from 25 March 1959

Ground Rent: £40 per annum (rising during the term)

Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 67

11 Sycamore Road, Aston, Birmingham B6 5UH

Property Description:

A modern two storey one bedroom town house of brick outer wall construction surmounted by an interlocking tile clad roof and benefiting from mostly secondary glazed windows. Sycamore Road leads off Church Road which in turn leads off Lichfield Road (A5127) and the property is within approximately one quarter of a mile distance from Aston Railway Station and approximately one mile distance from Birmingham City Centre. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £375 per calendar month (£4,500 per annum)

Accommodation:

Ground Floor:

Lounge, Kitchen

First Floor:

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



Outside:

Communal gardens

Leasehold Information:

Term: 120 years from 24 June 1983

Current Ground Rent: £20 per annum

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 68

Freehold Vacant Possession



38 Regan Crescent, Erdington, Birmingham, B23 5NN

Property Description:

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a gravelled foregarden and driveway allowing for off road parking and access to garage. The property benefits from having well laid out accommodation, part UPVC double glazed windows and gas fired central heating. Regan Crescent is found off Court Farm Road which in turn is located off Short Heath Road. The property is within approximately one mile from the main High Street in Erdington which provides a wide range of shops and amenities, and also from Erdington Railway Station.

Accommodation:

Ground Floor:

Living Room, Kitchen/Diner and Lean to

First Floor:

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

Outside:

Front – Gravelled Foregarden and Driveway

Rear – Paved and lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





Land Adjacent 5 Milton Street, Brierley Hill, West Midlands, DY5 4HU

Property Description:

A parcel of Freehold land which extends to approximately 0.07 acres and is situated adjacent to 5 Milton Street. The site benefits from Planning Consent for the erection of a three bedroom detached dwelling house. Milton Street itself is located off Tennyson Street, which in turn runs directly off High Street (A4101).

detached dwelling with integral garage. Full details of the planning application are available from both the Auctioneer's and Solicitor's offices. Please consult Dudley Metropolitan Borough Council with any queries with regards to the planning application.

Vendors Solicitors

Refer to Auctioneers

Planning Details

The property benefits from planning consent (ref - P/07/0665) dated 25 July 2007 for the erection of a 3 bedroom

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.





Lock-up Garage Investment, Canberra Road, Alderman's Green, Coventry CV2 1NH

Description:

A freehold garage yard extending to an area of approximately 0.17 acres containing a total of twenty brick built garages comprising of one row containing nine units and a further row of eleven units. The yard is accessed by way of a secure gated driveway adjacent to number 21 Canberra Road and the yard is surfaced with tarmacadam, part having been recently re-surfaced. Canberra Road comprises of a residential cul-de-sac which leads off Alderman's Green Road (B4109). The yard has been within the ownership of the vendor for many years and has been well managed providing a reliable income as follows:

Rental Income:

The garage yard is currently fully let at a rental of £7.50 per week, per garage

Total Rental Income: £150 per week (£7,800 per annum)

A schedule of tenancies is available for inspection at the Auctioneers offices.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



ACRES





Building Plot Adj 20 Cardigan Road, Bedworth, Warwickshire CV12 0LY

Description:

A parcel of freehold land previously comprising of a lock-up garage yard which has been demolished and benefiting from outline planning consent for the erection of a detached dwelling house. The site extends to an area of approximately 0.09 acres (364sq.ms). The site forms part of an established residential estate located on the outskirts of Bedworth and Cardigan Road leads directly off Hospital Lane and is approximately two miles distance to the west of Bedworth Town Centre.

Planning:

The plot benefits from outline planning consent granted by Nuneaton and Bedworth Borough Council (Ref: 011362 and dated 3 September 2007) for the erection of a detached dwelling house located adjacent to 20 Cardigan Road. The planning consent is subject to a Section 106 Agreement (Town and

Country Planning Act 1990) whereby the developer will be required to make "an open space payment" to the local authority, comprising of a fixed sum of £1,010 in respect of dwellings with two bedrooms or more.

A copy of the planning consent and section 106 agreement is available for inspection at the auctioneers' offices.

Please note that the site may be subject to some third party rights of way and all interested parties should inspect the legal pack, prior to bidding, for clarification of this matter.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Building Plot Adjacent to 4 Jeffrey Close, Bedworth, Warwickshire CV12 0JE

Description:

A parcel of land rectangular in shape extending to an area of approximately 118sq.ms (1,270sq.ft) and benefiting from outline planning consent for the erection of a detached house. Jeffrey Close comprises of a cul-de-sac situated off Humphrey Davy Road and forms part of an established residential estate located on the outskirts of Bedworth and is situated approximately one and a half miles distance to the South West of Bedworth Town Centre.

Planning:

The land benefits from outline planning consent granted by Nuneaton and Bedworth Borough Council (Ref: 010075 and dated 22 February 2006) for the erection of a detached house adjacent to 4 Jeffrey Close. The planning consent is subject to a

Section 106 Agreement (Town and Country Planning Act 1990) whereby the developer will be required to make "an open space payment" to the local authority, comprising of a fixed sum of £1,010 in respect of dwellings with two bedrooms or more.

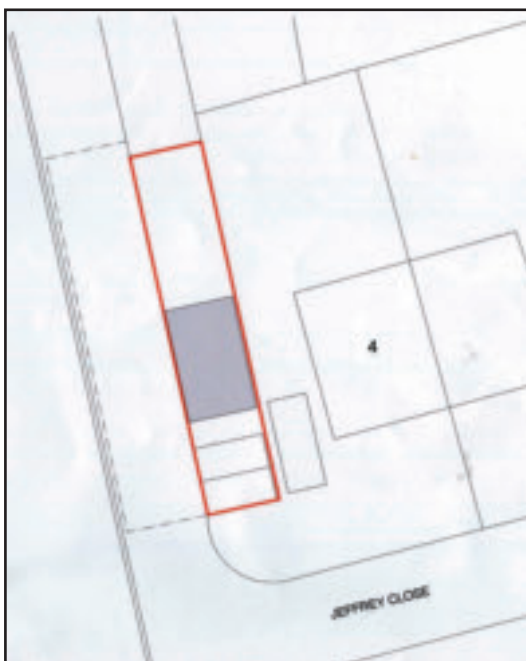
A copy of the planning consent and section 106 notice is available for inspection at the auctioneers' offices.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Land Between 24 & 26 Keenan Drive, Bedworth, Warwickshire CV12 0EH

Description:

A parcel of freehold land previously containing lock-up garages which have been demolished and benefiting from outline planning consent for the erection of two residential dwelling houses. The site extends to an area of approximately 0.16 acres and benefits from vehicular access off Keenan Drive and has a further pedestrian access off Newcomen Road located at the rear. The site forms part of an established residential estate located on the outskirts of Bedworth and is situated approximately one and a half miles distance to the south west of Bedworth Town Centre.

Planning:

The site benefits from planning consent granted by Nuneaton and Bedworth Borough Council (Ref: 010081 and dated 22 February 2006) for the erection of two houses between numbers 24 & 26 Keenan

Drive. The planning consent is subject to a Section 106 Notice (Town and Country Planning Act 1990) whereby the developer will be required to make "an open space payment" to the local authority, comprising of a fixed sum of £1,010 in respect of dwellings with two bedrooms or more. A copy of the planning consent and section 106 notice is available for inspection at the auctioneers' offices.

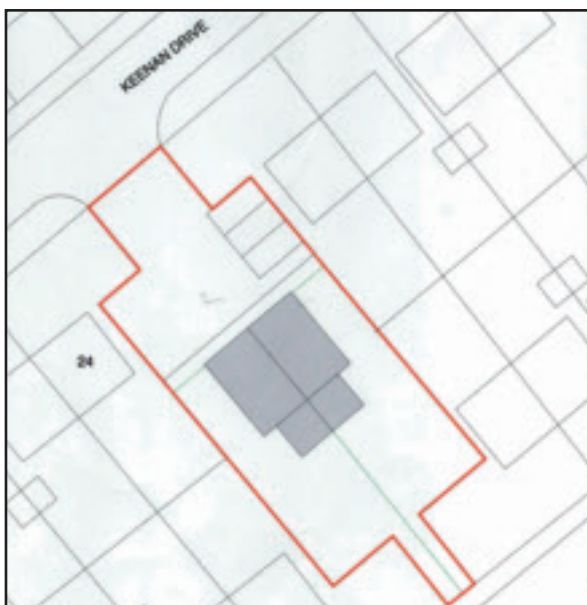
Please note that the site may be subject to some third party rights of way and all interested parties should inspect the legal pack, prior to bidding, for clarification of this matter.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Builders Yard at Follyhouse Lane, Walsall WS1 3EL

Property Description:

A parcel of freehold land located at the northern end of Follyhouse Lane extending to approximately 0.02 hectares (0.04 Acres). We are informed by the vendor that the land has been used as a builder's yard since approximately 1933. At present the site is of a rough scrub land nature, and contains one timber built storage shed. The property may be suitable for redevelopment and all interested parties should consult Walsall Metropolitan Borough Council to discuss any proposals they may have.



Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 75

4 Wattville Road, Handsworth, Birmingham B21 0DS

Property Description:

A traditional mid terraced house of brick construction surmounted by a replacement tile clad roof, occupying an elevated position set back behind a walled foregarden and benefiting from gas fired central heating and part UPVC double glazed windows. The property is situated to the upper part of Wattville Road close to the junction with Holyhead Road and benefits from convenient access to a wide range of retail amenities and services on Soho Road being within approximately half a mile distance. The property is currently let on An Assured Shorthold Tenancy at a rental of £475 per calendar month (£5,700 per annum)

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen

First Floor:

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

Freehold Investment



Outside:

(Front) Walled foregarden

(Rear) Yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 76

72 Wattville Road, Handsworth, Birmingham B21 0DR

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a small foregarden and benefiting from gas fired central heating and three bedrooms. Wattville Road leads directly off Holyhead Road (A41) which provides direct access to a wide range of retail amenities and services located on Soho Road. The property is currently let on an Assured Shorthold Tenancy at a rental of £475 per calendar month (£5,700 per annum)

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall, Front Reception Room, Lounge, Kitchen, Rear Entrance Hall, Shower Room with shower and pedestal wash basin, Separate wc

First Floor:

Stairs and Landing, Three Bedrooms

Freehold Investment



Outside:

(Front) Paved foregarden

(Rear) Yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 77**Freehold Vacant Possession**

**25 Martin Street,
Wolverhampton, West
Midlands WV4 6HJ**

Property Description:

An end terraced property of 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, some UPVC double glazing and gas fired central heating. Martin Street is located off Parkfield Road (A4039) a quarter of a miles distance from the junction with Birmingham New Road (A4123) which provides direct access to Wolverhampton City Centre being approximately a mile and a half in distance.

Accommodation:**Ground Floor:**

Entrance Hallway, Lounge, Dining Room, Kitchen

**First Floor:**

Two Bedrooms and Shower Room having shower cubicle, WC and pedestal wash basin.

Outside:

Front – Walled foregarden
Rear – Paved Yard

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 78**Leasehold Vacant Possession**

**14 Ladywood Close, Brierley Hill,
West Midlands DY5 1DJ**

Property Description:

A two bedroom first floor flat set in a purpose built block of brick construction and surmounted by an interlocking tile clad roof set back from the road behind communal lawned gardens. The flat benefits from having well laid out accommodation, UPVC double glazing, gas fired central heating and is offered for sale in a presentable condition. Ladywood Close is located off James Close which in turn is found off Coppice Lane, the latter giving direct access to Merryhill Shopping Centre which in turn provides a wide range of shops, amenities, and bars and being within approximately half a miles distance.

Accommodation:**Ground Floor:**

Front Entrance and Stairs

First Floor:

Lounge, Kitchen, two Bedrooms and Bathroom having panelled bath with electric shower over, pedestal wash hand basin and WC

Outside:

Front – Communal lawned gardens and parking

Leasehold Information:

Term: 125 years from 24 January 1983
Ground Rent: £10 per annum
Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS



LOT 79**Freehold Vacant Possession****12 Richmond Road,
Stechford, Birmingham
B33 8SH****Property Description:**

A traditional semi detached house of brick construction surmounted by a pitched tile clad roof, offering well laid out accommodation and benefiting from gas fired central heating and UPVC double glazed windows. Richmond Road leads directly off Bordesley Green East (B4128) and the property is conveniently within approximately two thirds of a mile distance from Stechford Railway Station and Stechford Retail Park. Birmingham Heartlands Hospital is within less than one mile distance.

Accommodation:**Ground Floor:**

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

First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with modern corner suite comprising panelled bath, glazed shower enclosure, pedestal wash basin and wc.

**Vendors Solicitors**

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 80**Freehold Vacant Possession****4 Hutton Road,
Handsworth,
Birmingham B20 3RB****Property Description:**

A traditional semi detached house of part rendered brick construction surmounted by a pitched replacement tile clad roof, providing well laid out accommodation and benefiting from part UPVC double glazed windows, gas fired central heating and three bedrooms. The property is situated close to the junction with Westminster Road which in turn leads off Wellington Road and the property is conveniently within approximately half a mile distance from Perry Barr Railway Station, The One Stop Shopping Centre and the University of Central England.

Accommodation:**Ground Floor:**

UPVC double glazed porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Lobby, Bathroom with panelled bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms

**Outside:**

(Front) Paved and walled foregarden
(Rear) Shared side access to a paved yard, partly paved garden and a prefabricated garage/workshop

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 81**Leasehold Vacant Possession**

**17 Churchfield Avenue,
Princess Gardens,
Tipton, West Midlands
DY4 9NF**

Property Description:

A purpose built second floor flat forming part of a three storey block situated in a cul-de-sac located off Lichfield Street which in turn leads off Upper Church Lane (B4163). The property provides generous and well laid out accommodation which benefits from three bedrooms, gas fired central heating modern kitchen units and further benefits from communal parking to the rear.

Accommodation:**Ground Floor:**

Communal Entrance Hall, Stairs and Landing

Second Floor:

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

Outside:

Surrounding communal gardens and a parking area located to the rear

**Leasehold Information:**

From 4 August 1986 to 1 July 2084

Current Ground Rent: £36 per annum (rising during the term)

Service Charge: Refer to Legal Pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 82**Freehold Vacant Possession**

**41 Tunnel Road,
West Bromwich,
West Midlands B70 0RB**

Property Description:

A semi detached property of rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a walled foregarden and drive way allowing for off road parking. The property benefits from well laid out accommodation, UPVC double glazed windows and is offered for sale in presentable condition. Tunnel Road is located off Hawthorn New Street which in turn is located off Hill Top (A4196). The property is within a mile and a half from the main shopping area in Wednesbury.

Accommodation:**Ground Floor:**

Entrance Porch, Entrance Hallway, Lounge, Kitchen, Shower Room having shower cubicle, WC and wash basin.

First Floor:

Three Bedrooms

Outside:

Front – Walled foregarden and drive way
Rear – Paved yard with brick built store and garage

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





48 Longfellow Road, Kings Norton, Birmingham B30 1BH

Property Description:

A semi detached house of non traditional concrete construction surmounted by an interlocking tile clad roof, benefiting from part UPVC double glazed windows, gas fired central heating and off road parking but requiring some cosmetic improvement and modernisation throughout. Longfellow Road is situated off Middleton Hall Road (B4121) and the property is conveniently within less than three quarters of a mile distance from Cotteridge Shopping Centre and Kings Norton Railway Station.

Accommodation:
Ground Floor:

Entrance Hall, L-Shaped Lounge/Dining Room, Kitchen, Utility Room

First Floor:

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

Outside:

(Front) Paved and concrete forecourt providing ample off road parking, pedestrian side gated access to rear

(Rear) Paved patio and a generous partly lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

6 Railway Road, Handsworth, Birmingham B20 3HT

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof directly fronting the pavement. The property has been converted to provide two separate self contained flats, one occupying the ground floor and the other occupying the first and second floors. Railway Road is located off Aston Lane (A4040) and is within three quarters of a mile distance from both the One Stop Shopping Centre and University of Central England Perry Barr Campus. The property is also within half a mile distance from the A34 which provides direct access to both Walsall and Birmingham City Centre.

Accommodation:
Ground Floor:

Communal Entrance Hallway
Ground Floor Flat – Through Lounge/Bedroom, Kitchen and Bathroom having panelled bath, pedestal wash basin and WC


First Floor:

Stairs and Landing,
First Floor Flat - Reception Room, Kitchen and Shower Room, stairs leading to

Second Floor:

Loft Room (Bedroom)

Outside:

Rear – Lawned Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

**A substantial
Freehold Residential Investment
opportunity known as
49-57 (inclusive) Gravelly Hill North, Erdington,
Birmingham, B23 6BP**



A unique investment opportunity comprising of five substantial period built dwelling houses which have been owned by the existing vendors for in excess of 40 years and converted some time ago to create a total of 18 self contained flats, all let on Assured Shorthold tenancy agreements and producing a rental income of circa £72,000 per annum.

The properties occupy a substantial site extending to an area of 0.89 acres (0.36 hectares). Offers are sought in excess of £1,400,000.

All interested parties should contact the Auctioneers to register their interest and receive further details.



COTTONS
THE AUCTIONEERS





a fresh approach to auction finance

At Auction Finance we've taken a fresh look at funding solutions to enable property professionals to buy at auction more easily.

We've used our expertise as a principal lender in auction finance to deliver fast and flexible finance, including:

- bridging finance
- development finance
- property portfolio funding
- land finance
- buy to let

Funding
available in
24 hours

To let our professional decision makers guide you and deliver funding for your purchases at auction, call now on:

0161 276 2826

www.auctionfinance.co.uk

for property professionals



property funding when it matters

We make your property business our business

We offer tailored products and services to help you manage your property business. From providing revolving credit facilities to help you close deals quickly, to offering loan to value rates of up to 80% for flexibility on your borrowing.



To find out more please speak to Andy Blundell –
Senior Business Development Manager on 07818 427 118

Make it happen

 **RBS**
Business Banking



CLARKE
ROXBURGH

As recommended by

Cottons
ESTABLISHED 1861

1. Attend auction...



2. Buy dream property...



3. Arrange insurance with...



CLARKE
ROXBURGH

When insuring your property,
it's always best to **be sure**,
with Clarke Roxburgh you can.

- **Competitive Insurance Premiums**
- **Specialist Let Property Insurance**
- **Market leading policy cover**
- **Fast Track Claims Service**
- **Minimal Paperwork**
- **Advice and Personal Service
from our Property Experts**

Call us today for a free quotation

Tel: **01684 571 836**

Fax: **01684 569 419**

www.clarkeroxburgh.co.uk

Clarke Roxburgh Insurance Brokers Ltd, Malvern Heights, Chequers Close, Enigma Business Park, Malvern, Worcestershire, WR14 1GP
authorised and regulated by the Financial Services Authority 310320

be sure



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next 6th December 2007 at Villa Park, please complete the slip below and either hand it to us at the auction or post it to us at the address below. If we do not receive this then your details will be erased from our Mailing List. Alternatively, you may wish to subscribe to our annual Mailing List at cost of £25.00 including VAT which should be enclosed when you return this form to receive Catalogues for the next 12 months from the date of subscription.

Name

Address

Telephone No's

Date

Signature

Cottons

**Auction Department
361 Hagley Road
Edgbaston
Birmingham
B17 8DL**

**Also now at
452 Stratford Road
Shirley, Solihull
West Midlands
B90 4AQ**

**305 Bearwood Road
Smethwick,
West Midlands, B66 4DP**

Tel: 0121 247 2233

Fax: 0121 247 1233

E-mail: auctions@cottons.co.uk

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

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

Produced by RICS Real Estate Auction Group with the support of the Commercial and Residential Property Faculties

No responsibility for loss occasioned to any person acting or refraining from action as a result of the material included in this publication can be accepted by the author or publisher. ©Royal Institution of Chartered Surveyors 1 October 2005

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, distrain 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**.

Cottons

'The Auctioneers'

Cottons have been successfully disposing of property by Auction for well in excess of 50 years and are well established as one of the leading Auctioneers outside of London.

Our major auctions are held regularly at The Aston Villa Football Club and typically comprise of an extensive range of residential and commercial property, land and ground rent investments.

Whilst our catalogue will normally comprise of property within the Midlands Region, we have a proven track record for selling lots further afield and extending across the U.K.

IF YOU HAVE A PROPERTY TO INCLUDE IN A FUTURE AUCTION CONTACT THE AUCTION TEAM NOW ON 0121 247 2233

In addition, our extensive knowledge and expertise developed over the years enables us to provide our clients with a comprehensive range of quality services comprising;

'The Estate Agents'

We now offer an unrivalled Estate Agency service from our offices at 305 Bearwood Road, Smethwick, and at 361 Hagley Road, Edgbaston. For a list of properties currently available or for a free market appraisal please telephone 0121 533 4747.

'The Letting Agents'

We provide a specialised letting service for both Landlords and Tenants.

'The Property Managers'

We currently manage an extensive range of residential, commercial and industrial property throughout the UK for both private and corporate clients.

'The Estate Managers'

We specialise in managing estate property of all types whether it be a block of flats/apartments, an office development, an industrial estate or a ground rent portfolio.

'The Surveyors'

Our survey and valuation department is experienced in the valuation of all types of residential and commercial property.

'The Property Insurance Specialists'

In conjunction with our brokers we can offer an extensive range of Insurance services for all types of property including buildings and contents cover and landlord's rental guarantee.

If you are looking for an Agent to provide unrivalled advice and service then please contact us.

**WE ARE ASSEMBLING LOTS
FOR OUR NEXT MAJOR AUCTION
SALE ON**

**THURSDAY 6TH DECEMBER 2007
CALL THE AUCTION TEAM NOW**

0121 247-2233

Location



Cottons

Chartered Surveyors

Auction Department
361 Hagley Road
Edgbaston
Birmingham
B17 8DL

Also at

305 Bearwood Road
Smethwick,
West Midlands, B66 4DP

452 Stratford Road,
Shirley, Solihull,
West Midlands B90 4AQ

Tel: 0121 247 2233

Fax: 0121 247 1233

E-mail: auctions@cottons.co.uk

www.cottons.co.uk

