

PROPERTY AUCTION

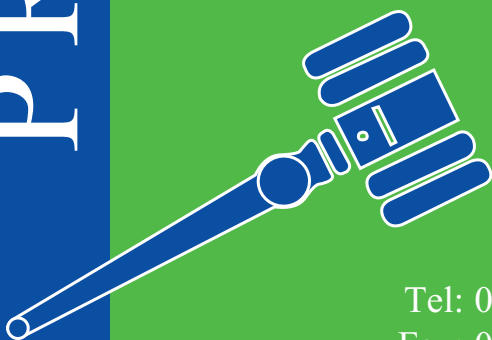
CHANGE
OF VENUE

Cottons

Chartered Surveyors

**THURSDAY
2ND JULY 2009
AT 11.00 AM**

**THE PAVILION SUITE
WARWICKSHIRE COUNTY
CRICKET CLUB
EDGBASTON
BIRMINGHAM
B5 7QU**



Tel: 0121 247 2233

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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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.

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

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

6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

7. Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which the seller might be prepared to sell at the date of the guide price but guide prices may change. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

8. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

9. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property that they have purchased. The Auctioneers have arranged, through their special "Auction Block Policy", insurance cover for all Lots for a period of 28 days, from the auction date. This insurance is subject to confirmation by the purchaser within 30 minutes of the sale. A certificate of cover, will be issued upon payment of a nominal premium.

10. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.

11. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.

12. If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.

13. The Auctioneers reserve the right to photograph successful bidders for security purposes.

14. The successful bidder will be required to pay an Administration Fee of £295 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT.

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

82 LOTS

Comprising a range of Residential and Commercial Vacant and Investment Properties along with Redevelopment Opportunities, a Vacant Chapel, a Public House and Portfolios of Freehold Ground Rents:

- 31 Freehold Vacant Residential Properties
- 27 Residential Investment Properties
- 7 Leasehold Vacant Residential Properties
- 4 Freehold Vacant Commercial Properties
- 3 Freehold Commercial Investment Properties
- 4 Freehold Residential Development Sites
- 1 Freehold Vacant Chapel
- 4 Portfolios of Freehold Ground Rents
- 1 Freehold Public House

ORDER OF SALE

Lot Property

1.	23 Albion Rd, West Bromwich,	Freehold Vacant Residential
2.	18 Chingford Rd, Kingstanding, Birmingham,	Freehold Vacant Residential
3.	101 Cook St, Nechells, Birmingham,	Freehold Vacant Residential
4.	152 Dangerfield Lane, Wednesbury,	Freehold Vacant Residential
5.	15 Mulberry Rd, Walsall,	Freehold Vacant Residential
6.	596 Birmingham New Rd, Dudley,	Freehold Vacant Residential
7.	24 Mamble Rd, Stourbridge,	Freehold Vacant Residential
8.	81 Sunningdale Rd, Tyseley, Birmingham,	Freehold Vacant Residential
9.	162 Causeway Green Rd, Oldbury,	Freehold Vacant Commercial
10.	258 Darlaston Rd, Walsall,	Freehold Vacant Residential
11.	15 Salters Rd, Walsall Wood,	Freehold Residential Investment
12.	8 Springhill Rd, Burntwood, Staffordshire,	Freehold Residential Investment
13.	139 Mount Pleasant, Redditch, Worcestershire,	Freehold Residential Investment
14.	264 Newbury Lane, Oldbury,	Freehold Residential Investment
15.	427 Pickersleigh Rd, Malvern, Worcestershire,	Freehold Residential Investment
16.	6 Lydbury Grove, Stechford, Birmingham,	Freehold Vacant Residential
17.	36 Acorn Grove, Hockley, Birmingham,	Freehold Residential Investment
18.	11 Beeton Rd, Winson Green, Birmingham,	Freehold Vacant Residential
19.	4 Drews House, Netheravon Close, Birmingham,	Leasehold Vacant Residential
20.	5-7-9 Station Rd, Erdington, Birmingham,	Freehold Commercial Investment
21.	39 Westfield Rd, Kings Heath, Birmingham,	Freehold Residential Investment
22.	98 Wheelwright Road, Birmingham,	Freehold Residential Investment
23.	161 Coombes Lane, Birmingham,	Freehold Residential Investment
24.	114 Anglesey Road, Burton-On-Trent, Staffordshire,	Freehold Residential Investment
25.	17 Canon Street, Leicester,	Freehold Residential Investment
26.	AJM Bldgs, Villiers St, Willenhall,	Freehold Vacant Commercial/Redev Opp
27.	50 Livingstone Road, Perry Barr, Birmingham,	Freehold Investment Opportunity
28.	Development @ Hamstead Tennis Club, Butlers Road, Birmingham	Freehold Development Site
29.	27 Wyche Avenue, Kings Heath, Birmingham,	Freehold Vacant Residential
30.	Potential Redevelopment Site 431 Hagley Rd, Edgbaston, B'ham,	Freehold Land with Potential
31.	65 Bradleys Lane, Wallbrook, Bilston,	Freehold Vacant Residential
32.	38 Marsland Close, Edgbaston, Birmingham,	Leasehold Vacant Residential
33.	15 Daffern Avenue, New Arley, Coventry,	Freehold Vacant Residential
34.	Portfolio Of FGRs, Birmingham And West Midlands,	Freehold Ground Rents
35.	Portfolio FG 4,9,24,27,33,38 & 40 Stoneyford Grove,	Freehold Ground Rents
36.	Portfolio FG 4 Greenacres 15, 23, 40 Sunnybank 20& 26 The Downs,	Freehold Ground Rents



37.	Portfolio Of FGR 17 & 18 Angelica, Tamworth, Staffs,	Freehold Ground Rents
38.	4 Edward Avenue, Walsall,	Freehold Residential Investment
39.	91 Leighswood Avenue, Walsall,	Freehold Residential Investment
40.	32 Gipsy Lane, Willenhall, West Midlands,	Freehold Residential Investment
41.	10 Chestnut Walk, Worcester,	Freehold Residential Investment
42.	14 Radford Avenue, Kidderminster, Worcestershire,	Freehold Residential Investment
43.	5 Wimborne Road, Wolverhampton,	Freehold Residential Investment
44.	88 Wood Street, Kidderminster, Worcestershire,	Freehold Residential Investment
45.	7 Falcon View, Birmingham,	Freehold Residential Investment
46.	15 Trafalgar Road, Moseley, Birmingham,	Freehold Residential Investment
47.	33 Clarendon Road, Edgbaston, Birmingham,	Freehold Residential Investment
48.	57 Craneberry Road, Birmingham,	Freehold Vacant Residential
49.	59 Craneberry Road, Birmingham,	Freehold Residential Investment
50.	Former Selectapack Ltd, Fisher Street, Dudley Port, Tipton,	Freehold Vacant Commercial
51.	1044-1048 Coventry Road, Yardley, Birmingham,	Freehold Commercial Investment
52.	189 Chester Road, Brownhills, Walsall,	Freehold Vacant Residential
53.	4 Crowther Street, Wolverhampton,	Freehold Vacant Residential
54.	1545 Stratford Road, Hall Green, Birmingham,	Freehold Commercial Investment
55.	11 Crompton Close, Walsall,	Freehold Vacant Residential
56.	18 Fallow Field Road, Rowley Regis, West Midlands,	Freehold Vacant Residential
57.	24 Castle Street, Wednesbury, West Midlands,	Freehold Vacant Residential
58.	2 Plume Street, Aston, Birmingham,	Freehold Vacant Commercial
59.	The Earl Of Wessex, 43 Summerhill Road, Bilston,	Freehold Public Houses/Restaurants
60.	1-3 Naden Road, Hockley, Birmingham,	Freehold Redevel Opportunity
61.	106 White Road, Quinton, Birmingham,	Freehold Residential Investment
62.	26 Wherretts Well Lane, Solihull, West Midlands,	Freehold Residential Investment
63.	1664 Pershore Road, Kings Norton, Birmingham,	Freehold Residential Investment
64.	125 Cheshire Road, Smethwick, West Midlands,	Freehold Residential Investment
65.	91a Raglan Road, Smethwick, West Midlands,	Leasehold Vacant Residential
66.	Flat 10, Jacey Buildings, Birmingham Road, Sutton Coldfield,	Leasehold Vacant Residential
67.	42 Claughton Road, Dudley, West Midlands,	Freehold Vacant Residential
68.	261 Gillott Road, Edgbaston, Birmingham,	Freehold Vacant Residential
69.	51 Gough Street, Willenhall, West Midlands,	Freehold Vacant Residential
70.	32a Duncumb Road, Sutton Coldfield, West Midlands,	Freehold Residential Investment
71.	74 Leahurst Crescent, Harborne, Birmingham,	Leasehold Vacant Residential
72.	6 The Limes, Marroway Street, Birmingham,	Freehold Vacant Residential
73.	32 Green Street, Oldbury, West Midlands,	Freehold Vacant Residential
74.	42 Eastfield Grove, Wolverhampton,	Freehold Residential Investment
75.	112 Three Shires Oak Road, Smethwick, West Midlands	Freehold Vacant Commercial
76.	2 Stepping Stone Close, Walsall,	Freehold Vacant Residential
77.	75 St. Michaels Road, Stoke-On-Trent,	Freehold Vacant Residential
78.	Bethel Chapel, Willenhall Road, Wolverhampton,	Freehold Vacant Chapel
79.	Flat Over 1553 Stratford Road, Hall Green, Birmingham,	Leasehold Vacant Residential
80.	3 Beech House, 165 Church Road, Northfield, Birmingham,	Leasehold Vacant Residential
81.	84 St. Benedicts Road, Small Heath, Birmingham,	Freehold Vacant Residential
82.	39 Booth Street, Handsworth, Birmingham,	Freehold Vacant Residential

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

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

Auction Manager Alison J. Bosworth

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



IMPORTANT NOTICE

PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

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

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

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

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

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

All 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.



**23 Albion Road,
Sandwell,
West Bromwich,
West Midlands B71 4LL**

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows, three bedrooms and off road parking but requiring modernisation and improvement throughout. Albion Road leads off Halfords Lane and the property is conveniently within approximately a quarter of a mile distance from the Hawthorn's Railway Station and approximately one and a half miles distance from West Bromwich Town Centre.

Accommodation:
Ground Floor:

Entrance Hall, Lounge, Full Width Dining Kitchen with Pantry.

First Floor:

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


Outside:

(Front) Paved foregarden providing off road parking.

(Rear) Pedestrian entry access to yard and garden.

Vendors Solicitors:


Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

--- Legal Documents Online ---



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

Service Provided By The Essential Information Group Ltd

www.eigroup.co.uk 0870 112 30 40

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





18 Chingford Road, Kingstanding, Birmingham B44 0BG

Property Description:

A mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from gas fired central heating but requiring modernisation and improvement throughout. Chingford Road forms part of an established residential area and leads directly off Warren Farm Road being within approximately three quarters of a mile distance from Kingstanding Shopping Centre which provides access to a wide range of retail amenities and services.

Accommodation:
Ground Floor:

Entrance Hall, Lounge, Kitchen with pantry and walk in Store, Bathroom with panelled bath and wash basin

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Foregarden set behind a mature privet hedge

(Rear) Pedestrian entry access to yard, brick built wc and lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



101 Cook Street, Nechells, Birmingham B7 5LG

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, part UPVC double glazed windows and requiring some modernisation and improvement. Cook Street forms part of an established mixed use area containing a variety of traditional residential housing and commercial premises and the property is situated within approximately one third of a mile distance from Aston Railway Station, half a mile distance from the M6 Motorway (junction 6) and approximately two miles distance from Birmingham City Centre.

Accommodation:
Ground Floor:

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

First Floor:

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


Outside:

(Front) Small walled foregarden

(Rear) Paved yard and lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





**152 Dangerfield Lane, Wednesbury,
West Midlands WS10 7RU**

Property Description:

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and driveway allowing for access to garage and off road parking. The property benefits from having UPVC double glazed windows and gas fired central heating. Dangerfield Lane is located between Moxley Road (A4038) and the Black Country New Road (A41), and the property is within approximately half a miles distance from the main shopping centre in Wednesbury.

First Floor:

Stairs and Landing, Two Bedrooms and Bathroom having panelled bath with electric shower above, wash basin and WC

Outside:

(Front) - Lawned foregarden with paved driveway allowing access to garage

(Rear) - Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Accommodation:
Ground Floor:

Entrance Hallway, Lounge, Kitchen/ Diner

Viewings:

Via Cottons – 0121 247 2233



Preliminary Announcement

Attention All Investors!

We will shortly be offering a Portfolio of Life Tenancies created for the purposes of an Equity Release Scheme and secured upon residential dwellings throughout England and Wales. Each property is subject to a secure life tenancy at Nil Rental and will be offered at heavily discounted prices.

To receive further information, please register your details

Tel: 0121 247 1240 E-mail: enquiries@pathwaypropertysolutions.co.uk





15 Mulberry Road, Walsall WS3 2NQ

Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof benefiting from UPVC double glazed windows and external doors, gas fired central heating and off road parking but requiring modernisation and improvement throughout. Mulberry Road is situated via Sneyd Hall Road off Sneyd Lane (B4124) and within approximately one third of a mile distance from Bloxwich Town Centre. Walsall Town Centre lies within approximately two and a half miles distance to the south.

Accommodation:

Ground Floor:

UPVC Double Glazed Porch, Reception Hall, Lounge, Dining Room, Kitchen, Rear Entrance Hall, Separate WC, Store/Utility Room

First Floor:

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

Outside:

(Front) Gated access to block paved forecourt providing off road parking

(Rear) Patio and large garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

TELEPHONE & PROXY BIDDING

PROXY & TELEPHONE BIDDING

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

**PLEASE CONTACT THE AUCTION TEAM ON
0121 247 2233
for further details and
Terms & Conditions**





**596 Birmingham New Road,
Dudley, West Midlands DY1 4PD**

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 paved driveway leading to garage and allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The property stands back from the Birmingham New Road behind a slip Road, and is located close to Sedgeley Road West (A457).

Accommodation:
Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

Stairs and Landing, Three Bedrooms and Bathroom having panelled bath, WC, wash basin and Shower Cubicle

Outside:

(Front) - Gravelled foregarden and paved driveway leading to garage

(Rear) - Gravel and lawned garden with brick built store

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: Completion will take place no sooner than the 24 August 2009

**24 Mamble Road,
Stourbridge,
West Midlands DY8 3SZ**

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, electric storage heating, however does require some modernisation and improvement. Mamble Road is located off Bridgnorth Road (A458) and is within approximately a quarter of a miles distance from the main shopping centre located in Stourbridge.

Accommodation:
Ground Floor:

Lounge, Dining Room, Kitchen and WC, stairs to first floor

First Floor:

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


Outside:

(Front) Walled Foregarden

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



81 Sunningdale Road, Tyseley, Birmingham B11 3QN

Property Description:

A end terraced property of brick construction surmounted by a pitched tile clad roof and set back from the road behind a block paved foregarden allowing for off road parking. The property is offered for sale in presentable condition and benefits from having UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings. Sunningdale Road is located off Knights Road which in turn is found off the Warwick Road (A41), and the property is approximately half a miles distance from Acocks Green Shopping Centre.

Accommodation:

Ground Floor:

Entrance Hallway, Living Room, Kitchen

First Floor:

Stairs and Landing, Two Bedrooms and Bathroom having panelled bath with mixer shower, WC and wash basin

Outside:

(Front) - Block paved foregarden providing off road parking
(Rear) - Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



162 Causeway Green Road, Oldbury, West Midlands B68 8LJ

Property Description:

A freehold end terraced commercial property of traditional brick construction surmounted by a tile clad roof. The last known use of the building was that of a taxi booking office and interested parties should refer to Sandwell Metropolitan Borough Council to satisfy themselves in respect of the Use Class. The property itself is located on Causeway Green Road close to the junction with Wolverhampton Road (A4123).

Accommodation:

Ground Floor:

Retail Area extending to approximately 27.45 sq metres (295 sq ft), Partitioned Office extending to approximately 12.9 sq metres (139 sq ft), Rear Lobby, Kitchen and Separate WC

First Floor:

Stairs and Landing, Room 1 extending to approximately 13.3 sq metres (144 sq ft), Room 2 extending to approximately 11.2 sq metres



(121 sq ft), Kitchen, Bathroom with corner bath, and separate WC

Outside:

(Front) Tarmacadam forecourt providing parking for approximately two cars
(Rear) Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





258 Darlaston Road, Walsall WS2 9SH

Property Description:

A traditional semi detached house of rendered brick construction surmounted by a hipped tile clad roof, benefiting from gas fired central heating and UPVC double glazed windows but requiring modernisation and improvement throughout. The property is set well back from Darlaston Road behind a foregarden and is conveniently situated within approximately one mile distance from the M6 Motorway (junction 9) and one and a half miles distance from Walsall Town Centre which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Entrance Hall, Living Room, Dining Room, Kitchen, Bathroom with

panelled bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Partly paved foregarden with gated access providing potential for off road parking

(Rear) Paved side yard and a generous garden in two sections

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 £295 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £150 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Acceptable payment methods are as follows:

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

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

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

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



LOT 11

15 Salters Road, Walsall Wood, West Midlands WS9 9JD

Property Description:

A traditional semi detached house of rendered brick construction surmounted by a hipped tile clad roof, set back from the road behind a lawned foregarden and driveway. The property is situated between the junctions of Wolverston Road and Lichfield Road (A461) and is located within approximately two miles distance from Aldridge Shopping Centre and approximately three and a half miles distance from Walsall Town Centre both providing a wide range of retail amenities and services. The property is currently let on a Regulated Tenancy at a registered rental of £62 per week (£3,224 per annum) effective from 30th October 2008.

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, the rent registration document details the following accommodation:

Ground Floor:

Living Room, Kitchen, Bathroom with wash basin and wc

Freehold Investment



First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Lawned foregarden and driveway providing off road car parking

(Rear) Pedestrian side access to garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 12

Freehold Investment



8 Springhill Road, Burntwood, Staffordshire WS7 4UL

Property Description:

A semi detached house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a paved driveway and lawned foregarden. The property is situated close to the junction with Bridge Cross Road (A5190) and is situated approximately four miles distance to the west of Lichfield City Centre and within approximately one and a half miles distance from the M6 Toll Motorway (junction T6). The property is currently let on a Regulated Tenancy at a registered rental of £41 per week (£2,132 per annum) effective from 20th August 2008.

Accommodation:

Whilst the property has not been inspected internally by the auctioneers

it does appear to have the benefit of UPVC double glazed windows to at least the front elevation and the accommodation details contained in the rent registration document are as follows:

Ground Floor:

Living Room, Kitchen/Diner, Separate wc and Pantry

First Floor:

Stairs and Landing, Two Bedrooms and Bathroom with wc

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





139 Mount Pleasant, Redditch, Worcestershire B97 4JE

Property Description:

A traditional bay fronted end terraced house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a walled foregarden. The property forms part of a small terrace of similar houses located between Haynes House and Partridge House apartments and conveniently within approximately one quarter of a mile distance from Redditch Town Centre providing access to a wide range of retail amenities and services. The property is currently let on a Regulated Tenancy at a registered rental of £68.50 per week (£3,562 per annum) effective from 27th August 2007.

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, we understand from the rent registration document that it benefits from central heating and has the following accommodation:

Ground Floor:

Two Reception Rooms and Kitchen

First Floor:

Two Bedrooms and Bathroom

Outside:

Gardens to front and rear

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

NOTICE COMPLETION DATES

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

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



LOT 14

264 Newbury Lane, Oldbury, West Midlands B69 1JG

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a tarmacadamed forecourt providing off road car parking. Newbury Lane leads directly off Wolverhampton Road (A4123) and the property is within approximately one mile distance from both the M5 Motorway (junction 2) and Oldbury Town Centre providing a wide range of retail amenities and services. The property is currently let on a Regulated Tenancy at a registered rental of £70 per week (£3,640 per annum) effective from 30th January 2009.

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, it does appear to have the benefit of UPVC double glazed windows at least to the front elevation and the accommodation details contained in the rent registration document are as follows:

Ground Floor:

Living Room, Kitchen, Lobby and Store

Freehold Investment



First Floor:

Stairs and Landing, Three Bedrooms, Bathroom

Outside:

(Front) Tarmacadamed forecourt providing off road parking

(Rear) Shared pedestrian entry access to garden with wc

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 15

427 Pickersleigh Road, Malvern, Worcestershire WR14 2QJ

Property Description:

A semi detached property of traditional brick construction surmounted by a tile clad roof and located at the junction with Upper Chase Road. Pickersleigh Road is within approximately half a mile distance to the east of Great Malvern Town Centre.

The property is currently let on a regulated tenancy at a Registered Rent of £65 per week (£3,380 per annum) effective from 8 October 2007

Accommodation:

Whilst the auctioneers have not carried out an internal inspection of the property, the Rent Registration document details the following:

Ground Floor:

Two Reception Rooms and Kitchen

Freehold Investment



First Floor:

Two Bedrooms and Bathroom with WC

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 16

Freehold Vacant Possession

6 Lydbury Grove, Stechford, Birmingham B33 9HX

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a lawned foregarden and benefiting from UPVC double glazed windows and external doors. The property is situated in a cul-de-sac located off Kitts Green Road and is conveniently within approximately three quarters of a mile distance from both Stechford Railway Station and Stechford Retail Park.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Kitchen, Bathroom with modern suite having panelled bath with an electric shower over, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms



Outside:

(Front) Lawned foregarden

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

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 17

36 Acorn Grove, Hockley, Birmingham B1 2PL

Property Description:

A modern town house situated in a cul-de-sac and located off St Marks Crescent which in turn leads off Summer Hill Street. The property benefits from UPVC double glazed windows and gas fired central heating and is conveniently located within less than half a mile distance from Broad Street which provides access to a wide range of amenities and services. The property is currently let on an Assured Shorthold Tenancy Agreement for a term of 12 months from 23rd March 2009 at a rental of £110 per week (£5,720 per annum).

Accommodation:

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

Ground Floor:

Living Room and Kitchen

Freehold Investment



First Floor:

Stairs and Landing, Two Bedrooms and Bathroom

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 18

Freehold Vacant Possession

**11 Beeton Road,
Winson Green,
Birmingham B18 4QD**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating but requiring modernisation and repair throughout. Beeton Road leads directly off Handsworth New Road (A4040) and the property is conveniently within approximately half a mile distance from Soho Road which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen, Covered Rear Entrance and Veranda with brick store and wc.

First Floor:

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



Outside:

(Front) Paved forecourt

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 19

Leasehold Vacant Possession

**4 Drews House,
Netheravon Close,
Druids Heath,
Birmingham B14 5PQ**

Property Description:

A first floor flat forming part of a purpose built block set back from the road behind communal gardens and parking area. The flat offers well laid out accommodation, UPVC double glazed windows including enclosed balcony area, electric storage heating, modern kitchen units and is offered for sale in presentable condition. Netheravon Close is located off Druids Lane which in turn can be found off Bells Lane.

Accommodation:

Ground Floor:

Communal Entrance providing access to lift and stairs with security door entry system

First Floor:

Entrance Hallway, Lounge with access to glazed balcony, Kitchen, Bedroom and Bathroom having panelled bath with electric shower above, wash basin and WC

Outside:

Communal gardens and parking



Leasehold Information:

Term: 125 years from 17 September 1990

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





5/9 Station Road, Erdington, Birmingham B23 6UE

Property Description:

A substantial commercial investment property comprising three Ground Floor Retail Units with two Self Contained Flats above. All Retail Units are offered for sale in presentable condition, with a separate access to the flats off a Private driveway to the side of No.9 Station Road. The premises are located near to Erdington High Street close to the corner of Station Road and Sutton Road (A5127). Erdington Train Station is approximately three hundred yards distant, as is Erdington High Street. The premises are currently let on the following terms;

Number 5 Station Road – Let on a Lease at a rental of £4,420 per annum

Number 7 Station Road – Vacant Possession

Number 9 Station Road – Vacant Possession

Number 9a Station Road (First Floor Flat) – Let on an Assured Shorthold Tenancy at a rental of £360pcm (£4,320 per annum)

Number 9b Station Road (Second Floor Flat) – Let on an Assured Shorthold Tenancy at a rental of £395pcm (£4,740 per annum)

Total Rental Income - £13,480 per annum

Accommodation:

Number 5 Station Road (Retail Unit – Single Storey)

Currently trading as a Café and comprises Restaurant Area measuring 31.4sq.m. (338sq.ft.), Kitchen and Separate W.C.

Number 7 Station Road (Retail Unit)

Main Office measuring 21.8sq.m. (234sq.ft.), Private Office measuring 7.4sq.m. (80sq.ft.), Kitchen and Separate W.C.

Number 9 Station Road (Retail Unit)

Office Area measuring 34.9sq.m. (376sq.ft.), Kitchen and Separate W.C.

Number 9a Station Road (First Floor Flat)

Reception Room, Bedroom, Bathroom, Separate W.C. and Kitchen

Number 9b Station Road (Second Floor Flat)

Bed/Sitting Room, Kitchen and Bathroom

Total Frontage – 16.1 metres (52 feet)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





39 Westfield Road, Kings Heath, Birmingham B14 7SX

Property Description:

A traditional semi detached house of part rendered brick construction surmounted by a hipped tile clad roof, set back behind a concrete forecourt and benefiting from an integral garage. Westfield Road forms part of a popular and established residential area and is situated between Highbury Road and York Road, conveniently within approximately one quarter of a mile distance from Kings Heath High Street which provides access to a wide range of retail amenities and services. The property is currently let on a Regulated Tenancy at a registered rental of £60 per week (£3,120 per annum) effective from 5th December 2007.

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, the accommodation detailed in the rent registration document is as follows:

Ground Floor:

Vestibule Entrance, Reception Hall, Two Reception Rooms, Kitchen and Store

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with wc

Outside:

(Front) Concrete forecourt with access to garage

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit card

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

Personal/Company Cheque

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

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



LOT 22

98 Wheelwright Road, Erdington, Birmingham B24 8PD

Property Description:

A substantial three storey traditional semi detached house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a foregarden and located opposite the junction with Downside Road. Wheelwright Road leads directly between Kingsbury Road and Tyburn Road (A38) and the property is conveniently within approximately three quarters of a mile distance from both Erdington High Street providing access to a wide range of retail amenities and services and the M6 Motorway (junction 6). The property is currently let on a Regulated Tenancy at a registered rental of £64 per week (£3,328 per annum) effective from 17th September 2007.

Accommodation:

Whilst the property has not been internally inspected by the auctioneers, the rent registration document details the following accommodation:

Ground Floor:

Reception Hall, Three Reception Rooms, Kitchen and Store

Freehold Investment



First Floor:

Stairs and Landing, Three Bedrooms and Bathroom with wc

Second Floor:

Bedroom Four

Outside:

(Front) Foregarden with pedestrian side access to rear

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 23

161 Coombes Lane, Longbridge, Birmingham B31 4QU

Property Description:

A mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, set back from the road behind a lawned foregarden and driveway and situated close to the junction with Groveley Lane (B4096). Coombes Lane forms part of the established Longbridge area which is currently undergoing major regeneration to transform much of the former Rover car plant into a new Town Centre, housing and public open spaces. The property is currently let on a Regulated Tenancy at a registered rental of £63 per week (£3,276 per annum) effective from 15th October 2008.

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, it does appear to benefit from UPVC double glazed windows to at least the front elevation and the accommodation detailed in the rent registration document is as follows:

Ground Floor:

Living Room, Kitchen/Diner and Lobby

Freehold Investment



First Floor:

Stairs and landing, Three Bedrooms and Bathroom with wc

Outside:

(Front) Lawned foregarden and paved driveway providing off road parking, shared entry access to rear

(Rear) Brick built wc, store and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 24

114 Anglesey Road, Burton-On-Trent, Staffordshire DE14 3NT

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof and set back from the road behind a small foregarden. The property is situated close to the junction with Oxford Street and forms part of a traditional and established residential area located approximately three quarters of a mile distance from Burton-On-Trent Town Centre. The property is currently let on a regulated tenancy at a Registered Rent of £58 per week (£3,016 per annum) effective from 22nd June 2008

Accommodation:

Whilst the auctioneers have not carried out an internal inspection of the property, the Rent Registration document details the following:

Ground Floor:

Two Reception Rooms and Kitchen

First Floor:

Three Bedrooms and Bathroom

Freehold Investment



Outside:

(Front) Foregarden, pedestrian entry access to rear

(Rear) Garden and wc

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 25

17 Canon Street, Leicester LE4 6NH

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof and set back from the road behind a small walled foregarden. The property is situated virtually opposite the junction with Portman Street and Canon Street leads directly to Belgrave Road (A607) and is within approximately one miles distance from Leicester City Centre. The property is currently let on a Regulated Tenancy at a Registered Rent of £62 per week (£3,224 per annum) effective from 31st July 2008.

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, the Rent Registration document details the following accommodation:

Ground Floor:

Two Reception Rooms and Kitchen

First Floor:

Two Bedrooms and Bathroom

Freehold Investment



Outside:

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

(Rear) Yard area, wc and stores

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





AJM Buildings, Villiers Street, Willenhall, West Midlands WV13 1DF

Property Description:

A freehold site rectangular in shape and extending to an area of 0.39 acres currently containing a substantial brick and slate Victorian built two storey work shop premises which directly front Villiers Street along with a range of single storey industrial units situated to the rear. The site further benefits from planning consent for the demolition of the existing buildings and construction of twelve apartments. Villiers Street leads off Cemetery Road and the property is located approximately one quarter of a mile distance to the north of Willenhall Town Centre, within approximately one and a half miles distance from the M6 Motorway (junction 10) and approximately two and a half miles distance to the east of Wolverhampton City Centre.

Planning:

The site contains a range of existing buildings which have previously been used for the purpose of industrial and manufacturing and offer extensive and flexible accommodation which may be suitable for a variety of alternate uses subject to obtaining planning consent from the local Planning Department at Walsall MBC. The site further benefits from planning consent granted by Walsall Metropolitan Borough Council (Ref: 04/1466/OL/W2 and dated 21st July 2005) for the construction of twelve residential apartments. The planning consent was conditional on application for approval of reserved matters being made within three years from the date of the decision and approval to reserved matters was granted on 21st January 2008.

A copy of the planning consent is available from the auctioneers or





alternatively by using the interactive planning service on the Walsall MBC website

Existing Accommodation:

Main Building:

Ground Floor:

Workshop: 216sq.mtrs (2,328sq.ft)

First Floor:

Offices: 216sq.mtrs (2,328sq.ft)

Total: 432sq.mtrs (4,656sq.ft)

Single Storey Industrial Buildings comprising Six Separate Stores, Covered Yard, Ladies and Gents Toilets, Central Workshop and Garage totalling: 712sq.mtrs (7,672sq.ft)

Total Gross Internal Area:

1,145sq.mtrs (12,328sq.ft)

approximately

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





50 Livingstone Road, Perry Barr, Birmingham B20 3LL

Property Description:

A substantial freehold investment opportunity comprising of a four storey building which contains 33 bedsits and a self contained flat along with an extensive single storey annexe to the rear extending to an area of approximately 1,035.6 sq metres (11,147 sq ft), which has previously been used as a children's nursery and office space.

Livingstone Road is located off both Westminster Road and Birchfield Road (A34) and the property is within approximately a quarter of a miles distance from the University of Central England, One-stop Shopping Centre and Perry Barr Railway Station.

Current Rental Income:

The property is being offered for sale with vacant possession with the exception of the second floor which is part let to nine individual tenants on Assured Shorthold Tenancies producing a rental income of £70 per week/per bedsit, (£32,760 per annum).

Planning:

The property may be suitable for a variety of uses, however all interested parties must satisfy themselves in full prior to bidding by contacting the Planning Department at Birmingham City Council to discuss any plans or proposals they may have.

Accommodation:

Ground Floor:

Communal Porch and Reception (access for former nursery and offices) Former Nursery Hallway, four Classrooms, Main Hall, Serving Kitchen, Main Kitchen, two Storage Rooms, Staff Rooms, Office, Two Storage Rooms, Three WC's

Offices:

Former Offices, Hallway, eleven Offices, Meeting Room, Storage Room x 4, Staff Kitchen, Changing Room and WC

Residential Accommodation:

Ground Floor:

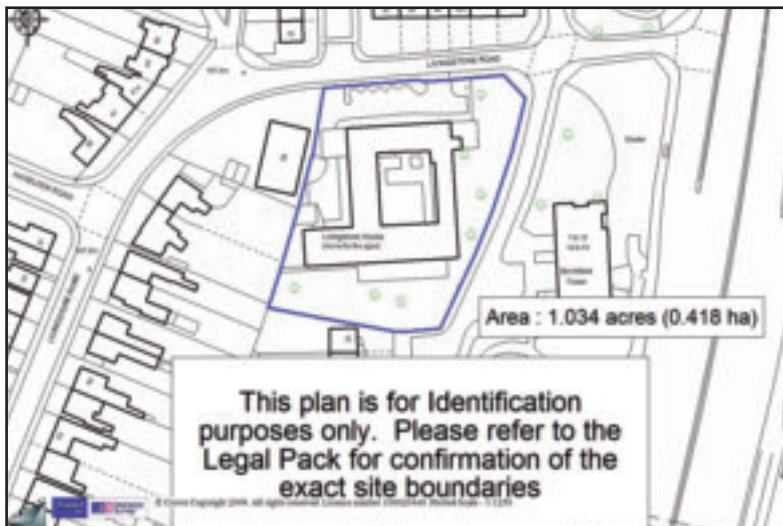
Separate Entrance Hall and Stairs leading to First Floor with a decommissioned lift

First Floor:

Twelve Bedsits, Communal Lounge/ Dining Room/Kitchen, Bathroom with two panelled baths, Washroom and WC x 4

Second Floor:

Twelve Bedsits, Communal Lounge/ Dining Room/Kitchen, Bathroom with two panelled baths, Washroom and WC x 4



Third Floor:

Nine Bedsits, Communal Kitchen/ Dining Room/Lounge, Bathroom with two panelled baths, Laundry Room, WC x2, two Store Rooms, and one self contained two bedroom flat having Lounge, Kitchen, two Bedrooms and Shower Room

Outside:

(Front) Parking Area and driveway to the side leading to courtyard area with garage, communal gardens

(Rear) Gardens and central courtyard and parking area

Gross Internal Areas:

Ground Floor:

1,035.6 sq metres (11,147 sq ft)

First floor:

373.9 sq meters (4,025 sq ft)

Second Floor:

373.9 sq meters (4,025 sq ft)

Third Floor:

373.9 sq meters (4,025 sq ft)

Total Gross Internal Area:

2157.3 sq metres (23,221.74 sq ft) excluding communal ground floor lobby and stairs

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





Development Land at Hamstead Tennis Club, Butlers Road, HandsworthWood, Birmingham, B20 2NT

Property Description:

An exclusive development of four executive 6 bedroom detached dwelling houses accessed via a proposed private road located off Butlers Road, occupying a site extending to an area of approximately 0.81 acres, formally used by Hamstead Tennis Club.

The site benefits from full detailed planning consent for the four aforementioned dwellings. In addition the purchaser/developer will be responsible for the construction of a fifth dwelling included within the planning consent for the benefit of the owner of the retained land, to be completed by 21st January 2011. Furthermore there is a Section 106 Agreement which requires 3 synthetic tennis courts and a pavilion to be built which also benefits from detailed planning consent.

A grant from Sport England of £75,000 is to be provided for towards the construction of the pavilion, tennis courts and facilities. These funds will be provided to the purchaser/developer on a stage payment basis through the course of construction. The tennis facility will be owned and managed by a partnership between the retained landowner and a Sport England/ Birmingham City Council funded tennis organisation.

Planning:

The site benefits from planning consent granted by Birmingham City Council (Reference N/01714/07/FUL and dated 3 October 2007) for a mixed use development comprising the refurbishment and extension of former tennis pavilion and the provision of three new synthetic tennis courts, a children's play court, car parking,



landscaping and access in addition to five detached residential dwellings. In addition there is a further application granted (Reference N/03341/08/FUL) for the demolition of the existing tennis pavilion and erection of a replacement pavilion.

There is a further application granted for an amendment to plot 1, to include a detached three car garage with annex accommodation above. (Reference N/00920/09/FUL)

Copies of Planning Consents, S106 Agreement, Planning Drawings, Engineering Drawings, Working Drawings, Restrictive Covenant Insurance Policy and quotes for Tennis courts and Pavilion are available for inspection at the Auctioneers offices.

Ground Conditions:

A Geotechnical Investigation has been carried out which reveals that there is no contamination and that standard foundations are sufficient. This report can be assigned upon request. A copy will be available in the legal pack. However prospective purchaser should satisfy themselves in this regard.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



**27 Wyche Avenue,
Kings Heath,
Birmingham
B14 6LG**

Property Description:

A freehold semi detached property of traditional brick construction surmounted by a tile clad roof and benefiting from part UPVC double glazing and gas fired central heating. The property itself is located in an established residential area and Wyche Avenue itself is located directly off Brandwood Road which runs between Grove Road and Monyhull Hall Road.

Accommodation:

Ground Floor:

Entrance Porch, Reception Hall, Two Reception Rooms and Kitchen

First Floor:

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



Outside:

(Front) - Walled foregarden

(Rear) - Lawned garden with timber garage accessed off side driveway

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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431 Hagley Road, Edgbaston, Birmingham B17 8BL

Description:

The site comprises a rectangular shaped parcel of land extending to an area of approximately 0.35 acres (1416 sq.m) and currently containing the remains of a fire damaged residential dwelling house. The site occupies a prominent position fronting Hagley Road (A456) between the junctions of Barnsley Road and Sandon Road and lies within approximately two miles distance to the west of Birmingham City Centre.

Planning:

The property together with the neighbouring properties (433 and 435 Hagley Road) benefits from full planning consent granted by Birmingham City Council (Ref: S/04213/07/FUL and dated 4th December 2007) for the erection

of two blocks and the conversion/extension of 435 Hagley Road to form a total of 30 self contained apartments for the elderly and formation of associated parking, landscape works and access.

The property in isolation also offers potential for a single residential dwelling house subject to obtaining the necessary planning consents.

It is deemed that all interested parties have made all their enquiries with all the necessary bodies for any proposed scheme prior to bidding.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





65 Bradleys Lane, Bilston, Wolverhampton, WV14 8YW

Property Description:

A traditional detached house of part rendered brick construction surmounted by a hipped slate clad roof, benefiting from UPVC double glazed windows, garage, off road parking and large rear garden but requiring modernisation and repair throughout. The property is situated directly opposite the junction with Minith Road and Bradleys Lane leads off Bloomfield Road (A4037) and forms part of an established and predominantly residential area. Dudley Town Centre lies within approximately two miles distance to the south and Wolverhampton City Centre lies within approximately three and a half miles distance to the north west.

First Floor:

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

Outside:

Front: Block paved forecourt providing off road parking and access to a full length tandem Garage, pedestrian side access to rear

Rear: Paved patio and an extensive part lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Porch, Reception Hall, Cloak Room with wc and wash basin, Front Reception Room, Rear Reception Room, Kitchen

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 £295 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £150 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Acceptable payment methods are as follows:

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

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

- Credit Card Payments

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

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





38 Marsland Close, Edgbaston, Birmingham B17 8NG

Property Description:

A purpose built second floor flat forming part of a three storey block which benefits from UPVC double glazed windows but requires modernisation and improvement. The property forms part of a development situated directly off Hagley Road (A456) and is located approximately two miles distance to the west of Birmingham City Centre.

Accommodation:

Ground Floor:

Shared Entrance and Stairs to

Second Floor:

Reception Hall, Bathroom with panelled bath, wash basin and wc, Kitchen, Double Bedroom, Lounge

Outside:

Communal gardens and parking

Leasehold Information:

Term: 150 years (less 3 days) from 25 March 1958

Ground Rent: £165 per annum

Service Charge: £450 per annum approximately (2008 to 2009)

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 10th September 2009 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



LOT 33**Freehold Vacant Possession**

**15 Daffern Avenue,
New Arley,
Warwickshire, CV7 8GR**

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, having a single storey extension to the rear and benefiting from UPVC double glazed windows and external doors along with off road parking at the rear. The property is situated in a cul-de-sac which leads off Frederick Road and which leads via Ransom Road off Gun Hill. New Arley comprises of small North Warwickshire Village located approximately six miles distance to the East of Coleshill.

Accommodation:**Ground Floor:**

Porch Entrance, Lounge, Dining Room, Bathroom with modern suite comprising panelled bath having shower over, pedestal wash basin and wc, Kitchen

First Floor:

Stairs and Landing, Three Bedrooms

**Outside:**

(Front) Foregarden

(Rear) Shared vehicular access to a rear garden/hard standing

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 34**Freehold Ground Rent Investment**

**Portfolio of FGRs Located in
Birmingham & Halesowen, West Midlands**

Description:

A portfolio of 102 Freehold Ground Rents secured on residential dwelling houses located in the Birmingham and Halesowen Areas and all subject to 99 year leases which commenced between 1985 and 1988 and producing a total current rental income of £22,750 per annum.

Note: All leases contain the following clauses:

1. Each ground rent is subject to fixed reviews whereby the ground rent amount doubles every 20 years

2. The Freeholder is entitled to charge the Lessee the sum of 0.9% of the consideration following any assignment/sale of the property or re-mortgage.

A full schedule of ground rents and lease copies are available for inspection at the auctioneers' offices

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Not Applicable

Note: The purchaser will be required to pay the sum of £2,000 plus VAT as a contribution towards the Freeholder's legal costs

Schedule of Lease Terms:

Ground Rent Quantity	Term	Lease Commencement Date)	Current Ground Rent (Each)	Rent Review Frequency
15	99 Years	1st November 1985	£200 per annum	20 Years
15	99 Years	1st May 1986	£250 per annum	20 Years
23	99 Years	1st May 1987	£250 per annum	20 Years
9	99 Years	1st May 1988	£250 per annum	20 Years




4 Stoneyford Grove

9 Stoneyford Grove

24 Stoneyford Grove

27 Stoneyford Grove

33 Stoneyford Grove

38 Stoneyford Grove

40 Stoneyford Grove

**Freehold Ground Rents,
4, 9, 24, 27, 33, 38
& 40 Stoneyford
Grove, Yardley Wood,
Birmingham B14 4BU**

Description:

A portfolio of Freehold Ground Rents secured upon seven traditional semi detached dwelling houses forming part of an established residential area and situated in a cul-de-sac located off Yardley Wood Road. Each property is subject to a long lease for a term of 99 years which commenced on 25th December 1956 at an annual ground rent of £12.50 for each property.

Total Ground Rent Income:

£87.50 per annum

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Not Applicable

Note: The purchaser will be required to pay the sum of £500 plus VAT as a contribution towards the freeholder's legal costs.




4 Greenacres Close

15 Sunnybank Close

20 The Downs

23 Sunnybank Close

26 The Downs

40 Sunnybank Close

Portfolio of Freehold Ground Rents, 4 Greenacres Close, 15, 23, 40 Sunnybank, 20 & 26 The Downs, West Midlands

Description:

A portfolio of freehold ground rent investments secured upon six modern detached houses situated in an established residential area. Each property is subject to a long lease for a term of 99 years from 29 September 1987 at the following ground rents, which are subject to fixed reviews:

Total Ground Rent Income:

Currently £450 pa rising to £600 pa in 2012 then rising again to £900 pa in 2037 and again to £1,350 pa in 2062 for the remainder of the term.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Not Applicable

Note: The purchaser will be responsible for the payment of £500 plus VAT towards the vendor's legal costs



Address	Current Ground Rent (per Annum)	2012 (per annum)	2037 (per annum)	2062 (per annum)
4 Greenacres Close	£75	£100	£150	£225
15 Sunnybank	£75	£100	£150	£225
23 Sunnybank	£75	£100	£150	£225
40 Sunnybank	£75	£100	£150	£225
20 The Downs	£75	£100	£150	£225
26 the Downs	£75	£100	£150	£225



17 Angelica



18 Angelica

Freehold Ground Rents, 17 & 18 Angelica, Tamworth, Staffs B77 3JZ

Description:

Two freehold ground rent investments secured upon two modern semi detached houses situated in an established residential area. Each property is subject to a long lease for a term of 99 years from 25 March 1974 at the following ground rents which are subject to fixed reviews:

Total Ground Rent Income:

Currently £105 pa rising to £140 pa in 2040 for the remainder of the term.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Not Applicable

Note: The purchaser will be responsible for the payment of £350 plus VAT towards the vendor's legal costs



Address	Current Ground Rent (per annum)	2040 (per annum)
17 Angelica	£52.50	£70
18 Angelica	£52.50	£70

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LOT 38

4 Edward Avenue, Walsall, West Midlands WS9 8AX

Property Description:

A semi detached property of brick construction surmounted by a hipped tile clad roof, set back from the road behind a paved foregarden allowing for off road parking. Edward Avenue is located off both Leighswood Avenue and Northgate (B4152) which leads off Little Aston Road (A454). The property is currently let on a Regulated Tenancy at a Registered Rental of £66 per week (£3,432 per annum) effective from 30th June 2007.

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, the accommodation details contained in the Rent Registration document are as follows:

Ground Floor:

Lounge, Kitchen Diner, Inner Lobby

First Floor:

Stairs and Landing, Two Bedrooms and Bathroom

Freehold Investment



Outside:

(Front) Paved foregarden allowing for off road parking

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 39

91 Leighswood Avenue, Walsall, West Midlands WS9 8BA

Property Description:

A semi detached property of part rendered brick construction surmounted by a hipped tile clad roof, set back from the road behind a lawned foregarden and driveway allowing for off road parking. Leighswood Avenue is located off Northgate (B4152) close to the junction with Little Aston Road (A454). The property is currently let on a Regulated Tenancy at a Registered Rental of £75.50 per week (£3,926 per annum) effective from 5th January 2008.

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, it does appear to benefit from UPVC double glazed windows to at least the front and side elevations and the accommodation details contained in the Rent Registration document are as follows:

Ground Floor:

Lounge, Dining Room and Kitchen

Freehold Investment



First Floor:

Three Bedrooms and Bathroom with wc

Outside:

(Front) Lawned foregarden and paved driveway allowing for off road parking

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 40

32 Gipsy Lane, Willenhall, West Midlands WV13 2HA

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof, set back from the road behind a small walled foregarden. Gipsy Lane is located off both Bilston Lane (A462) and Walsall Street (B4464). The property is currently let on a Regulated Tenancy at a Registered Rental of £50.50 per week (£2,626 per annum) effective from 25th August 2007.

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, the accommodation details contained in the Rent Registration document are as follows:

Ground Floor:

Entrance Hallway, Two Reception Rooms, Kitchen, Bathroom with wc

First Floor:

Stairs and Landing, Three Bedrooms

Freehold Investment



Outside:

(Front) Small walled foregarden
(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 41

10 Chestnut Walk, Worcester WR1 1PP

Property Description:

A semi detached property of traditional brick construction surmounted by slate clad roof. The property is located on the corner of Chestnut Street and Chestnut Walk within approximately half a mile distance to the north of Worcester City Centre. The property is currently let on a regulated tenancy at a Registered Rent of £358.50 per calendar month (£4,302 per annum) effective from 24 February 2009.

Accommodation:

Whilst the auctioneers have not carried out an internal inspection of the property, the Rent Registration document details the following:

Basement Floor:

Kitchen and Cellar

Ground Floor:

Two Reception Rooms

First Floor:

Two Bedrooms and Bathroom

Freehold Investment



Second Floor:

Attic Room

Outside:

(Front) Walled fore-garden

(Rear) Garden

In addition, the Rent Registration document states that the property benefits from Central Heating

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 42

14 Radford Avenue, Kidderminster, Worcestershire DY10 2ES

Property Description:

A mid terraced property of traditional brick construction located within close proximity to Kidderminster Town Centre. Radford Avenue is situated directly between Coventry Street (A458) and Blackwell Street (A451). The property is currently let on a regulated tenancy at a Registered Rent of £69 per week (£3,588 per annum) effective from 16 May 2009

Accommodation:

Whilst the auctioneers have not carried out an internal inspection of the property, the Rent Registration document details the following:

Ground Floor:

Two Reception Rooms, Kitchen, Bathroom and WC

First Floor:

Two Bedrooms

Freehold Investment



Second Floor:

One Room

Outside:

Rear: Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 43

5 Wimborne Road, Wolverhampton, West Midlands WV10 0NN

Property Description:

A semi detached property of brick construction surmounted by a tile clad roof. The property is set back from the road behind a mature well stocked foregarden. Wimborne Road is located off Bushbury Road which leads off Cannock Road (A460). The property is within approximately a mile and a half distance from Wolverhampton City Centre. The property is currently let on a Regulated Tenancy at a Registered Rental of £55 per week (£2,860 per annum) effective from 17th February 2009.

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, the accommodation details contained in the Rent Registration document are as follows:

Ground Floor:

Entrance Hallway, Lounge, Kitchen and Store

Freehold Investment



First Floor:

Three Bedrooms and Bathroom and WC

Outside:

(Front) Lawned garden
(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 44

**88 Wood Street,
Kidderminster,
Worcestershire
DY11 6UB**

Property Description:

A mid terraced property of traditional construction surmounted by a slate clad roof. Wood Street is located directly off Castle Road and is within close proximity to Kidderminster Town Centre. The property is currently let on a regulated tenancy at a Registered Rent of £75 per week (£3,900 per annum) effective from 18 November 2008

Accommodation:

Whilst the auctioneers have not carried out an internal inspection of the property, the Rent Registration document details the following:

Ground Floor:

Two Reception Rooms, Kitchen and Bathroom

First Floor:

Two Bedrooms

Freehold Investment



Second Floor:

One Room

Outside:

Rear: Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 45

**7 Falcon View,
Hudsons Drive,
Cotteridge, Birmingham
B30 3BE**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows and external doors. The property forms part of a terrace of similar dwellings, located off Hudsons Drive which leads directly off Pershore Road (A441) and is conveniently within approximately one quarter of a mile distance from Cotteridge Shopping Centre which provides access to a wide range of retail amenities and services. The property is currently let on a Regulated Tenancy at a Registered Rent of £60.00 per week (£3,120 per annum) effective from 27th November 2007.

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, the Rent Registration document details the following accommodation:

Ground Floor:

Two Reception Rooms, Kitchen, Bathroom with wc, Lobby and Store

Freehold Investment



First Floor:

Three Bedrooms

Outside:

(Front) Lawned foregarden

(Rear) Enclosed yard

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





15 Trafalgar Road, Moseley, Birmingham B13 8BJ

Property Description:

A substantial period built semi detached residence of brick construction with a replacement tile clad roof, set back from the road behind a Tarmacadam forecourt and situated in an established residential area located directly off Moseley Road (A435). The property comprises of an established flat conversion containing a range of four self-contained flats along with three separate letting rooms

with shared facilities and all benefitting from modern kitchen and bathroom fitments, shared gas-fired central heating, security door entry system and a mains fitted fire detection system. The property has been within the ownership of the existing owners since the mid 1990's and they are prepared to provide a statutory declaration stating that the existing flat layout was in place at the date of their purchase.

Rental Income:

The property is fully let on Assured Shorthold Tenancies to seven separate tenants at the following rental:

Flat 1	£360 per calendar month (plus £40.00 contribution towards Utility Bills)
Flat 2	£475 per calendar month
Room 3	£270 per calendar month
Room 4	£310 per calendar month
Room 5	£300 per calendar month
Flat 6	£400 per calendar month (plus £40.00 contribution towards Utility Bills)
Flat 7	£460 per calendar month

Total Rental £2,575 per calendar month (£30,900 per annum)

Note: The landlord is responsible for payment of Council tax for the property (except Flat 7) and electricity and gas charges.

Accommodation:

Ground Floor - Entrance Hall, Reception Hall.

Flat 1 (Studio):

Double Bedsitting Room with Kitchenette, Shower Room with WC and pedestal wash basin.

Flat 2:

Large Double Bedroom, Living/Kitchen, Shower Room with pedestal wash basin & WC.

First Floor:

Stairs and Landing

Room 3:

Bedsitting Room with Kitchenette

Room 4:

Bedsitting Room with Kitchenette

Room 5:

Bedsitting Room with Kitchenette Shared Bathroom with modern suite comprising panelled bath, pedestal



wash basin & glazed shower enclosure, Shared WC.

Flat 6 (Rear ground floor):

Reception Hall/Dressing Room, Large Bathroom with modern suite comprising panelled bath, pedestal wash basin & WC, Large Bedsitting Room with Dining Area, Kitchen.

Flat 7 (Rear first floor):

Entrance Hall, Stairs and Landing, Lounge with Kitchenette, Large Double Bedroom, Bathroom with Lobby Area containing modern suite with panelled bath, pedestal wash basin & WC.

Outside:

(front) – Full width Tarmacadam forecourt providing off-road parking.

(rear) – Gated pedestrian side access, paved patio, large lawned garden and a shared Laundry Room with washing machines.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





33 Clarendon Road, Edgbaston, Birmingham B16 9SD

Property Description:

A substantial investment opportunity comprising a traditional built three storey detached dwelling house of brick construction surmounted by a pitched tile clad roof and converted in 1989 into six self contained flats. Prior to this the property had been used as bedsitting accommodation for many years. The property provides extensive accommodation which benefits from interlinked smoke

alarms and security door entry system, shared gas fired central heating and each flat has separate electricity sub-meters. Clarendon Road forms part of an established and highly regarded residential area and comprises of a no through road accessed from Vernon Road which in turn leads off Portland Road (B4125). The property lies within approximately one and a quarter miles distance to the west of Birmingham City Centre.

Rental Income:

The property is currently partly let on Assured Shorthold Tenancies as follows:

Ground Floor Flat: Vacant

Flat One: £360 per calendar month

Flat Two: £430 per calendar month

Flat Three: £380 per calendar month

Flat Four: Vacant

Flat Five: Vacant

Total Current Rental Income:

£1,170 per calendar month (£14,040 per annum)

Potential Rental Income:

(when fully let): £2,670 per calendar month (£32,040 per annum)

Accommodation:

Ground Floor:

Shared Entrance Hall and Reception Hall,

Ground Floor Flat:

Lounge, Hallway, Dining Kitchen, Workshop/Potential Bedroom, Rear

Entrance Hall with cellar access having two rooms, Two Double Bedrooms and Bathroom with panelled bath, glazed shower enclosure pedestal wash basin and wc

First Floor:

Stairs and Landing



Flat One: Entrance Hall, Lounge, Kitchen, Shower Room with glazed shower enclosure and wc, Bedroom with vanity wash basin

Flat Two: Entrance Hall, Lounge, Kitchen, Bathroom with panelled bath, glazed shower enclosure, pedestal wash basin, bidet and wc, Double Bedroom

Flat Three (Studio): Entrance Hall, Kitchen, Lounge/Bedroom, Shower Room with glazed shower enclosure, pedestal wash basin and wc

Second Floor:
Stairs and Landing with Shared Laundry Room

Flat Four: Entrance Hall, Galley Kitchen, Lounge, Separate wc, Double Bedroom, Shower Room with glazed

shower enclosure, pedestal wash basin and wc

Flat Five: Entrance Hall, Lounge, Kitchen, Bathroom with panelled bath, glazed shower enclosure, pedestal wash basin and wc, Double Bedroom

Outside:

(Front) Forecourt providing off road parking

(Rear) Pedestrian side access to yard/patio area and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS



LOT 48

Freehold Vacant Possession

**57 Craneberry Road,
Tile Cross,
Birmingham B37 5AS**

Property Description:

A new build three bedroom semi detached property of brick construction surmounted by an interlocking tile clad roof. The property is set back from the road behind a lawned foregarden and tarmacadam covered driveway allowing for off road parking. The property offers well laid out accommodation and includes UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fitments and newly fitted carpets. Craneberry Road is located off Tile Cross Road which in turn can be found off Cookes Lane.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, WC, Lounge, Breakfast Kitchen

First Floor:

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

Outside:

(Front) - Lawned garden and tarmacadam covered driveway

(Rear) - Lawned garden



Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 49

**59 Craneberry Road,
Tile Cross,
Birmingham B37 5AS**

Property Description:

A new build three bedroom semi detached property of brick construction surmounted by an interlocking tile clad roof. The property is set back from the road behind a lawned foregarden and tarmacadam covered driveway allowing for off road parking. The property offers well laid out accommodation and includes UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fitments and newly fitted carpets. Craneberry Road is located off Tile Cross Road which in turn can be found off Cookes Lane. The property is currently let on an assured Shorthold Tenancy at a rental of £650 per calendar month (£7,800 per annum).

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, WC, Lounge, Breakfast Kitchen

Freehold Investment



First Floor:

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

Outside:

(Front) - Lawned garden and tarmacadam covered driveway
(Rear) - Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Former Selectapack Ltd, Fisher Street, Dudley Port, Tipton, West Midlands, DY4 8XE

Property Description:

The property comprises a single storey Industrial Unit with Office accommodation, surmounted by a steel frame truss roof and benefitting from concrete floor and roller shutter protection. In addition, there is a secure forecourt to the property. The unit itself is located on Fisher Street, close to the junction with Dudley Port (A461). There is nearby access to Black Country New Road (A41) and M5 (Junction 2).

Accommodation:

Ground Floor:

The unit comprises of two bays –

Bay 1 (incorporating side offices):

Extending to approximately 578sq.m. (6,222sq.ft.)

Bay 2:

Extending to approximately 258sq.m. (2,778sq.ft.)

Gross Internal Area: 836sq.m. (9,000sq.ft.):

Forecourt:

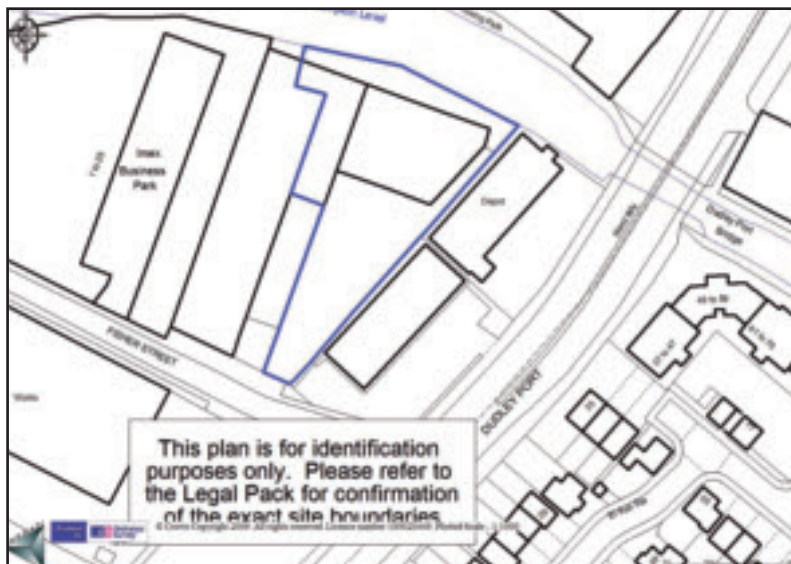
Secure, tarmacadam yard and driveway leading off Fisher Street, extending to 0.17 acres (719sq.m.)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





1044 - 1048 Coventry Road, Hay Mills, Birmingham B25 8DP

Property Description:

Two terraced properties either side of a driveway leading to an internal courtyard which are presently subdivided to provide one office unit to the rear of the site, one office/retail unit and one double office/retail unit. 1044 Coventry Road comprises of ground floor retail/office accommodation with first floor offices over. 1046 Coventry Road comprises ground floor and first floor offices and is accessed off the internal courtyard. 1048 Coventry Road comprises a double office/retail unit with associated accommodation over, which is currently let on a lease for a term of 6 years at a current rental of £13,750 per annum. The properties themselves are located on Coventry Road (A45) close to the junction with Small Heath Highway (A45).

Schedule of Leases:

1044: Vacant Possession
1046: Vacant Possession
1048: The property is currently let on a new lease for a term of 6 years, at a current rental of £13,750 per annum

Accommodation:

1044 Coventry Road:

Ground Floor:

Retail Area/Main Office: 20sq.m. (315sq.ft.)
2 No. Separate WC's and Kitchen
Rear Office: 18.5sq.m. (200sq.ft.)

First Floor:

Room 1: 13.9sq.m. (149sq.ft.)
Room 2: 21.8sq.m. (235sq.ft.)

Total Floor Area:

74.2sq.m. (798sq.ft.)

1046 Coventry Road:

Accessed off secured courtyard

Ground Floor

Reception Office 14.1sq.m. (151sq.ft.)
General Office 34.8sq.m. (375sq.ft.)
Rear Store 10.2sq.m. (110sq.ft.)
2 No. separate WC's and Kitchen

First Floor:

Office 1: 30.6sq.m. (329sq.ft.)
Office 2: 7.5sq.m. (81sq.ft.)
This unit benefits from central heating and timber frame double glazing.

Total Floor Area

97.2sq.m. (1,046sq.ft.)

1048 Coventry Road

The Auctioneers have been unable to inspect the property and any prospective purchaser should make their own enquiries in this regard, but we are informed by the vendor that accommodation comprises of the following;

Ground Floor

Reception Lobby: 12.6sq.m. (135sq.ft.)
Office 1: 19.2sq.m. (205sq.ft.)
Office 2: 11.2sq.m. (120sq.ft.)
Office 3: 13.6sq.m. (147sq.ft.)
Kitchen, Male and Female WCs

First Floor:

Office 1: 11.5sq.m. (124sq.ft.)
Office 2: 10.8sq.m. (117sq.ft.)
Office 3: 41.5sq.m. (447sq.ft.)

Second Floor:

Office 1: 11.9sq.m. (128sq.ft.)
Office 2: 10.8sq.m. (117sq.ft.)
Office 3: 34.2sq.m. (368sq.ft.)

Total Floor Area:

177.3sq.m. (1,908sq.ft.)

Outside:

Internal Courtyard providing parking for up to 10 vehicles, some of which are let as part of the lease to 1048 Coventry Road. Please refer to the Lease for further details.

All floor areas quoted are approximate and are measured as Net Internal Area.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





189 Chester Road, Brownhills, Walsall WS8 6DS

Property Description:

An end terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazed windows, however does require some modernisation and improvement. The property is located on the Chester Road (A452) and located close to the junction with Lichfield Road (A461). The property is within approximately three quarters of a mile distance from the main High Street in Brownhills which in turn provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen/ Diner and Bathroom having bath, WC and wash basin

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) - Walled foregarden

(Rear) - Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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**4 Crowther Street,
Wolverhampton,
West Midlands
WV10 9AG**

Property Description:

An end terraced property of rendered brick construction surmounted by a tile clad roof set back from the road behind a small walled foregarden. The property benefits from having well laid out accommodation, double glazed windows and part gas fired central heating. Crowther Street is located off Nine Elms Lane which in turn is found off the Cannock Road (A460). The property is within approximately a mile and a half distance from Wolverhampton City Centre.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having panelled bath, wash basin and WC, Shower Room having shower, WC and wash basin and ground floor Bedroom



First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) - Walled foregarden

(Rear) - Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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1545 Stratford Road, Hall Green, Birmingham, B28 9JA

Property Description:

An end terrace commercial property of traditional construction, surmounted by a tile clad roof. The property comprises of a Ground Floor Take-Away/Restaurant unit, currently let at a rental of £22,600 per annum and a self contained two bedroom flat currently let at £130pw (£6,760 per annum). The Ground Floor unit benefits from modern aluminium frame shop front, electric roller shutter protection and seating area to the rear comprising of 18 covers, but which may provide scope for more. The flat benefits from central heating and upvc double glazing, but does require some cosmetic improvement.

The property itself is located at Robin Hood Island on Stratford Road (A34) approximately 4.5 miles to the south of Birmingham City Centre

Schedule of Leases

Ground Floor Commercial Unit

Presently let on a lease for a term of 6 years, which commenced in July 2008 at a current rental of £22,600 per annum

First Floor Flat – Presently let on an Assured Shorthold Tenancy at a rental of £130 per week (£6,760 per annum).

Total Rental Income - £29,360 per annum

Accommodation

Ground Floor Commercial Unit

Serving and Seating Area, Kitchen (partitioned) and Food Preparation Area (partitioned) with a extending to approximately 95.2sq.m. (1,024sq. ft.) (N.I.A.), Rear Preparation Room extending to approximately 20.7sq. m. (222sq.ft.), Store Room, Male and Female WCs

First Floor Flat:

Separate access at rear of building, Reception Hall, Two Bedrooms, Living Room, Kitchen and Bathroom.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

ID

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

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

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





11 Crompton Close, Walsall, West Midlands WS2 7LA

Property Description:

A three bedroom semi detached property of brick construction surmounted by a tile clad roof. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating and off road parking accessed via Bentley Lane. Crompton Close is located off Bloxwich Lane and is within approximately a mile and a half distance from Walsall Town Centre which provides a wide range of shops and amenities.

Accommodation:
Ground Floor:

Entrance Hall, Lounge, Kitchen and Store

First Floor:

Stairs and Landing, Three Bedrooms and Bathroom having panelled bath with electric shower above, wash basin and separate WC

Outside:

(Front) - Lawned foregarden

(Rear) - Lawned garden with double gates allowing for off road parking accessed via Bentley Lane

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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**18 Fallowfield Road, Rowley Regis,
West Midlands B65 8EY**

Property Description:

A three bedroom semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, however does require modernisation and improvement. Fallowfield Road is located off both Harvest Road and Moore Lane.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen and Dining Room

First Floor:

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

Outside:

(Front) - Lawned foregarden

(Rear) - Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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**24 Castle Street,
Darlaston,
West Midlands
WS10 8JA**

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof directly fronting the pavement. The property benefits from having well laid out accommodation, part UPVC double glazed windows, however does require some further modernisation and improvement. A further benefit to the property is that the roof has recently been re-covered. Castle Street is located off The Green which in turn can be found off Midland Road (A462). The property is approximately within three quarters of a mile distance from junction 10 of the M6 motorway.

Accommodation:
Ground Floor:

Front Reception Room, Rear Reception Room, Cellar, Kitchen and Bathroom having panelled bath, WC and wash basin

First Floor:

Stairs and Landing, Bedroom 1, Bedroom 2 intercommunicating with Bedroom 3


Outside:

(Rear) - Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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Preliminary Announcement

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We will shortly be offering a Portfolio of Life Tenancies created for the purposes of an Equity Release Scheme and secured upon residential dwellings throughout England and Wales. Each property is subject to a secure life tenancy at Nil Rental and will be offered at heavily discounted prices.

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2 Plume Street, Aston, Birmingham B6 7RX

Property Description:

A secure commercial premises comprising of a rectangular yard containing a detached workshop and a portacabin office. The site benefits from gated access leading directly off Plume Street which forms part of Longacre Industrial Estate and leads directly off Holburn Hill which in turn provides access to Lichfield Road (A5127). Aston Railway Station is conveniently within less than one quarter of a mile distance and the M6 Motorway is within approximately half a mile distance.

Planning:

The site may be suitable for a variety of commercial uses and all interested parties should contact the Planning Department at Birmingham City Council prior to Bidding in order to confirm that their intended use is acceptable

Accommodation:

Ground Floor:

Secure Gated Access to a Concrete Yard Area, Freestanding Portacabin Office, Separate wc, a Gravelled Storage Yard located to the rear and a Detached Brick/Block Built Workshop with concrete floor and steel clad roof, measuring: 124.6sq.mtrs (1,341sq. ft), minimum ceiling height: 3.82mtrs (12.53ft) and having roller shutter access doors to the front and rear. The property benefits from a three phase electricity supply

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





The Earl of Wessex Public House, 43 Summerhill Road, Bilston WV14 8RE

Property Description:

A former public house known as 'The Earl of Wessex' prominently situated on Summerhill Road and occupying a site roughly rectangular in shape and extending to an area of 0.35 acres. The property is situated in a densely populated area located approximately three miles distance to the south east of Wolverhampton City Centre and is conveniently within approximately one third of a mile distance from Coseley Railway Station. The property ceased trading as a Public House in November 2007 and whilst it could be re-opened, it may also be considered suitable for a variety of other uses or re-development. The property is detached and of part rendered brick construction surmounted by a replacement hipped tile clad roof and offers extensive accommodation benefiting from gas fired central heating and ample off road parking.

Planning:

The property is designated as having planning consent for use as a Public House, Wine Bar or other drinking

establishment and change of use is permitted (Use Classes Order) for the following:

- A1 (Shops)
- A2 (Financial & Professional Services)
- A3 (Restaurants & Cafés)

The property may be further considered suitable for various other uses or redevelopment and all interested parties should contact the local Planning Department prior to bidding to discuss whether their intended use would be considered appropriate.

Accommodation:

Ground Floor:

Bar with side entrance, Games Room with a separate side entrance, Double Glazed Conservatory/Seating Area, Ladies and Gents Toilets, Rear Entrance Hall, Kitchen, Cellar with Two Rooms

First Floor (Private Living Accommodation)

Stairs and Landing, Bathroom with panelled bath, pedestal wash basin and



wc, Lounge/Dining Room, Four Good Sized Bedrooms and Kitchen

Outside:

Foregarden, Private Rear Garden and a large tarmacadamed car parking area to the front, side and rear



Gross Internal Areas:

Ground Floor: 180.38sq.mtrs (1,941sq.ft)

Cellar: 51.24sq.mtrs (551sq.ft)

First Floor: 134.48sq.mtrs (1,447sq.ft)

Total (excluding cellar): 314.82sq.mtrs (3,388sq.ft)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



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THE AUCTIONEERS





1-3 Naden Road, Hockley, Birmingham, B19 1DY

Property Description:

A freehold redevelopment site which has been cleared of its former factory premises and is situated fronting Naden Road which in turn leads directly off Soho Hill (A41), in an area of mixed residential and commercial properties. The site itself extends to an area of approximately 1,395 square metres (0.34 acres) and was earmarked by Birmingham City Council in their Draft Executive Summary dated 3 February 2003 (North West Birmingham SRB6 Area Development Framework) for residential redevelopment.

Planning Details:

The site benefits from a planning consent in conjunction with an adjacent car parking area, not within the vendors ownership, (car park to rear of flats 1 – 28, 88/90 Soho Hill) granted by Birmingham City Council (reference: N/05708/06/FUL and dated 7 December 2006) for the demolition of the former factory premises and construction of 20 flats

with access parking, secure fencing and landscaping and remodelling of the adjacent car park. This consent is reliant on the buyer/developer successfully negotiating a financial arrangement with the adjacent carpark owner and the vendors are unable to provide any warranties in respect of this matter.

Alternatively the site may be suitable for a self contained redevelopment scheme and we strongly advise that all interested parties contact the Planning Department at Birmingham City Council in order to satisfy themselves as to the feasibility for obtaining planning consent for any proposed residential schemes and should do so prior to bidding.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





106 White Road, Quinton, Birmingham B32 2TU

Property Description:

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and paved driveway allowing for off road parking. White Road is located off Hagley Road West (A456) which provides direct access to Birmingham City Centre and the property itself is located close to the junction with Ridgacre Road. The property is currently let on a Regulated Tenancy at a Registered Rental of £330 per calendar month (£3960 per annum) effective from 2nd March 2008.

Accommodation:

The property has not been inspected internally by the Auctioneers and the accommodation details contained in the registration document are as follows:-

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Store Room

First Floor:

Stairs and Landing, Three Bedrooms and Bathroom with separate WC

Outside:

(Front) Walled foregarden with paved driveway allowing for off road parking

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

ID & REGISTRATION

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

Full UK Passport or Driving Licence (For identification)

Either a Recent Utility Bill, Council Tax Bill or Bank Statement (as proof of your residential address)

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

Thank you in advance for your co-operation.

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





26 Wherretts Well Lane, Solihull, West Midlands B91 2SD

Property Description:

A traditional semi detached house of part rendered brick construction surmounted by a hipped tile clad roof, set back from the road behind a lawned foregarden and driveway. The property forms part of a well regarded and established residential area and is situated between Damson Lane and Lugtrout Lane, conveniently within approximately one mile distance from both the M42 Motorway (junction 5) and Solihull Town Centre providing a wide range of retail amenities and services. The property is currently let on a Regulated Tenancy at a Registered Rent of £72.50 per week (£3,770 per annum) effective from 8th August 2008.

Accommodation:

Whilst the auctioneers have not carried out an internal inspection, the Rent Registration document details the following:

Ground Floor:

Living Room and Kitchen

First Floor:

Two Bedrooms and Bathroom

Outside:

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

(Rear) Garden and wc

Vendors Solicitors:

Refer to Auctioneers

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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 63

1664 Pershore Road, Cotteridge, Birmingham B30 3BH

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof and situated virtually opposite the junction with Dell Road. The property is situated within less than half a mile distance from Cotteridge Shopping Centre which provides access to a wide range of retail amenities and services. The property is currently let on a Regulated Tenancy at a Registered Rental of £60 per week (£3,120 per annum) effective from 15th July 2007.

Accommodation:

The property has not been inspected internally by the auctioneers and the accommodation details contained in the Rent Registration document are as follows:

Ground Floor:

Two Reception Rooms, Kitchen, Bathroom with wc and a Hallway

Freehold Investment



First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 64

125 Cheshire Road, Smethwick, West Midlands B67 6DN

Property Description:

A mid terraced property of brick construction surmounted by an interlocking tile clad roof and set back from the road behind a walled foregarden. Cheshire Road is located off Church Road which in turn is located off Bearwood Road (A4030). The property is within approximately half a miles distance from the main shops and amenities in Bearwood. The property is currently let on a Regulated Tenancy at a Registered Rental of £60 per week (£3120 per annum) effective from 3rd August 2007.

Accommodation:

Whilst the property has not been inspected internally by the Auctioneers it does appear to have the benefit of UPVC double glazed windows to at least the front elevation, and the accommodation details contained in the Rent Registration document are as follows:-

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen/Diner

First Floor:

Stairs and Landing, Three Bedrooms and Bathroom

Freehold Investment



Outside:

(Front) Walled foregarden

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





**91a Raglan Road, Smethwick,
West Midlands B66 3TB**

Property Description:

A two bedroom first floor maisonette of brick construction surmounted by a tile clad roof. The property is set back from the road behind a hedged foregarden. The property benefits from having well laid out accommodation and part gas fired central heating. Raglan Road is located off Cape Hill and Windmill Lane and is within walking distance to the Windmill Shopping Centre.

Accommodation:

Ground Floor:

Entrance Hall

First Floor:

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

Outside:

(Front) Hedged foregarden

(Rear) Lawned garden

Leasehold Information:

Term: 125 years from 1 April 2001

Ground Rent: £10 per annum

Service Charge: Refer to legal pack

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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Flat 10 Jacey Buildings, Birmingham Road, Sutton Coldfield, West Midlands, B72 1PJ

Property Description:

A purpose built first floor flat forming part of a prominently situated traditional brick built parade which contains a range of retail units and similar flats. The property is conveniently located to the northern section of Birmingham Road in the vicinity of a variety of local shops and amenities and within less than a quarter of a mile distance from Sutton Coldfield Town Centre. The property benefits from two double bedrooms but requires modernisation and improvement throughout.

Accommodation:

Ground Floor:

Shared Side Entrance Hall and Stairs leading to:

First Floor:

Reception Hall with security door entry system, Lounge, Kitchen, Two Double Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin and wc

Leasehold Information:

Lease Term: Expiring on 25 March 2111

Ground Rent: One Peppercorn

Service Charge: Refer to solicitors

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit card

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

Personal/Company Cheque

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

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





42 Claughton Road, Dudley, West Midlands DY2 7EA

Property Description:

A substantial three storey double fronted semi detached property of brick construction surmounted by a tile clad roof and set back from the road behind a walled foregarden. The property benefits from having substantial accommodation including seven bedrooms and further benefits from having UPVC double glazed windows and gas fired central heating. The property was last used as a Care Home, however may be suitable for a variety of uses subject to obtaining the correct planning permission from Dudley Metropolitan Borough Council. Claughton Road is located off Caroline Street which in turn is found off St Johns Road. The property is within less than a quarter of a miles distance from the main shopping area in Dudley.

Accommodation:

Ground Floor:

Entrance Hallway, Front Reception Room 1, Front Reception Room 2, Dining Room, Kitchen, Inner Lobby,

Utility Room, Wet Room having shower cubicle and wash basin, separate WC with WC and wash basin, Storeroom, WC and Bedroom 1, stairs to first floor

First Floor:

Bedrooms 2 to 5, Bathroom having panelled bath and wash basin, WC x 2, stairs to second floor

Second Floor:

Bedrooms 6 to 7

Outside:

Front: Walled foregarden

Rear: Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

ADMINISTRATION FEE

An Administration Fee of £295 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful. Should the purchaser not be able to pay the required fee on the day then the fee will be added to the completion balance.

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





261 Gillott Road, Edgbaston, Birmingham B16 0R

Property Description:

A traditional detached house of brick construction surmounted by a hipped tile clad roof, having a rear ground floor extension and benefiting from gas fired central heating, mostly UPVC double glazed windows and garage but requiring modernisation and improvement throughout. The property is situated between the junctions of Selwyn Road and Rotton Park Road and forms part of an established residential area, conveniently located within approximately two miles distance to the west of Birmingham City Centre.

Accommodation:

Ground Floor:

UPVC Double Glazed Porch, Reception Hall, Front Reception Room, Rear Reception Room opening to an extended Dining Room, Utility Room/ Rear Entrance, Kitchen, Lobby having access to Garage and Separate wc

First Floor:

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

Outside:

(Front) Full width block paved forecourt set back behind a mature privet hedge and providing access to side garage

(Rear) Small yard and a large predominantly lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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51 Gough Street, Willenhall, West Midlands WV13 1HF

Property Description:

A mid terraced property surmounted by an interlocking tile clad roof set back from the road behind a lawned foregarden and pathway. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Gough Street is located off Walsall Road (B4464) which in turn can be found off Clarkes Lane (A462). The property is located in a residential area and is within approximately two and a half miles distance from junction 10 of the M6 motorway.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen and WC

First Floor:

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

Outside:

(Front) - Lawned foregarden

(Rear) - Patio and lawned garden

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



32A Duncumb Road, Sutton Coldfield, West Midlands B75 7PS

Property Description:

A modern town house constructed in 2008 having cavity brick walls surmounted by an interlocking tile clad roof and benefiting from UPVC double glazed windows and external doors, gas fired central heating, modern kitchen and bathroom fittings and offering well laid out and presentable accommodation. Duncumb Road forms part of an established residential area known as Falcon Lodge and leads off Leigh Road which in turn leads off Lindridge Road. The property is located approximately within one and a quarter miles distance from Sutton Coldfield Town Centre providing a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £650 per calendar month (£7,800 per annum)

Accommodation:

Ground Floor:

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

extensive range of modern laminate units including built in oven and hob, Utility Room with a range of fitted units

First Floor:

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

Outside:

(Front) Foregarden and driveway providing off road parking

(Rear) Pedestrian gated side access to paved patio and lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





74 Leahurst Crescent, Harborne, Birmingham B17 0LD

Property Description:

A modern terraced house of cross wall construction surmounted by a pitched roof, providing well laid out accommodation, benefiting from UPVC double glazed windows and external doors, gas fired ventilation heating, modern bathroom fittings and is pleasantly situated overlooking public open space which includes a range of mature trees and Cross Farm Pool. Leahurst Crescent is situated directly off Harborne Park Road (A4040) and the property is conveniently within approximately one third of a mile distance from the Queen Elizabeth Hospital, half a mile distance from Harborne High Street providing a wide range of retail amenities and services and within one mile distance from The University of Birmingham.

Accommodation:

Ground Floor:

Reception Hall, Dining Kitchen with a range of fitted units, Through Lounge

First Floor:

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

Outside:

(Front) Lawned foregarden with views over Cross Farm Pool

(Rear) Predominantly paved yard and garden, brick built store and pedestrian gated access

Leasehold Information:

Term: 99 years from 29 September 1970

Ground Rent: £25 per annum

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 72**Freehold Vacant Possession**

**6 The Limes,
Marroway Street,
Birmingham
B16 0AY**

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back behind a lawned foregarden. The property benefits from having well laid out accommodation and UPVC double glazing. The Limes is located off Marroway Street which in turn is found off Northbrook Street. The property is within approximately a quarter of a mile from City Hospital located on the Dudley Road (A457).

Accommodation:**Ground Floor:**

Entrance Porch, Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having panelled bath, wash basin and WC, stairs to First Floor

First Floor:

Landing, Two Bedrooms

**Outside:**

(Front) - Lawned foregarden
(Rear) - Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 73**Freehold Vacant Possession**

**32 Green Street, Oldbury,
West Midlands B69 4JB**

Property Description:

A semi detached house of brick construction surmounted by a hipped slate clad roof, set back from the road behind a lawned foregarden, benefiting from UPVC double glazed windows, gas fired central heating, three bedrooms and a paved side driveway providing off road parking. Green Street is located directly off Oldbury Ringway (A457) and the property is conveniently within approximately 250 metres from Oldbury Town Centre which provides access to a wide range of retail amenities and services. The M5 Motorway (junction 2) is within approximately one mile distance.

Accommodation:**Ground Floor:**

Entrance Hall, Living Room, Dining Kitchen with a range of fitted units

First Floor:

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

Outside:

(Front) Lawned foregarden, paved side driveway providing off road parking with pedestrian gated access to rear

(Rear) Paved garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



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LOT 74

42 Eastfield Grove, Wolverhampton, West Midlands WV1 2RF

Property Description:

A mid terraced property of part rendered brick construction surmounted by a tile clad roof and set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazed windows and gas fired central heating. Eastfield Grove is located off Eastfield Road which in turn is found off Old Heath Road. The property is within approximately half a miles distance from Wolverhampton City Centre which provides a wide range of shops and amenities and also houses the University of Wolverhampton. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £450 per calendar month (£5,400 per annum).

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen/ Diner, Inner Lobby, WC having low level WC, stairs to landing

Freehold Investment



First Floor:

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

Outside:

Front: Lawned foregarden

Rear: Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 75

Freehold Vacant Possession



112 Three Shires Oak Road, Bearwood, West Midlands, B66 4BL

Property Description:

A mid terraced retail unit, together with a self contained flat to the First Floor, which is in presentable condition benefitting from upvc double glazing, gas fired central heating and modern kitchen and bathroom fittings. The property is located on Three Shires Oak Road, close to the junction with Bearwood Road and virtually opposite the Bear Tavern Public House. Bearwood Road itself is renowned for providing a wide range of retail services and amenities.

Accommodation:

Ground Floor Retail:

Retail Area:

10.29m x 3.36m = 37sq.m. (398sq.ft.)

Staff Area:

3.44m x 3.53m = 12.1sq.m. (130sq.ft.)

Cloakroom with WC

Frontage:

3.75m

First Floor Flat:

Kitchen, Living Room, Cloakroom with WC, Bedroom with En-Suite
Gross Internal Area of 35.6sq.m.
(384sq.ft.)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





2 Stepping Stone Close, Walsall, West Midlands WS2 0LT

Property Description:

A semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a gravelled foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows and part gas fired central heating. Stepping Stone Close is located off Wing Close which in turn can be found off Poplar Avenue, and the property is within approximately half a mile distance from junction 10 of the M6 motorway.

Accommodation:

Ground Floor:

Entrance Hall, Lounge and Kitchen/
Diner

First Floor:

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

Outside:

(Front) - gravelled foregarden
(Rear) - Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

75 St Michaels Road, Stoke on Trent, ST6 0LD

Property Description:

A mid terraced property of traditional brick construction surmounted by a tile clad roof and benefiting from UPVC double glazing and gas fired central heating. The property itself is located on St Michaels Road close to the junction with Rosebery Street.

Accommodation:

Ground Floor:

Two Reception Rooms, Kitchen and
Utility Room

First Floor:

Three Bedrooms and Bathroom with
panelled bath, wash hand basin and
WC

Outside:

(Front) - The property fronts directly
onto St Michaels Road

(Rear) - Yard with brick built WC



Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Freehold Vacant Possession By Instruction of the Wesleyan Reform Union of Churches



Bethel Chapel, Willenhall Road, Wolverhampton WV1 2H

Property Description:

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

Planning:

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

satisfied themselves in respect of any proposals prior to bidding.

Ground Floor:

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

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

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

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

Outside:

Side garden

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

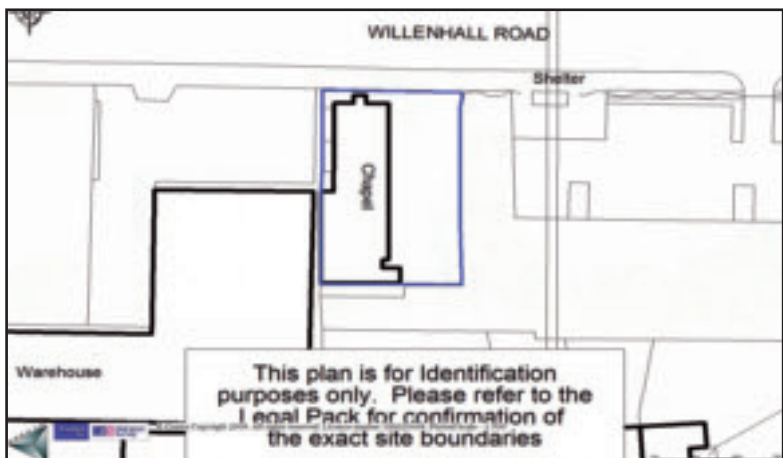
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Viewings:

Via Cottons – 0121 247 2233







Flat Over 1553 Stratford Road, Hall Green, Birmingham B28 9JA

Property Description:

A well laid out first floor flat situated over a ground floor shop premises and forming part of a brick built property surmounted by a pitched slate clad roof. The property which benefits from UPVC double glazed windows, is offered for sale in a presentable condition and is accessed from the rear by way of a driveway which leads off Baldwins Lane close to the junction with Robin Hood Island.

Accommodation:

Ground Floor:

External metal staircase to:

First Floor:

Reception Hall/Landing, Lounge, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc and Three Bedrooms

Outside:

(Rear) Enclosed gravelled yard and parking space

Leasehold Information:

Lease Term: A new 99 year lease will be granted from the date of completion

Ground Rent: £25 per annum

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Shared Rear Access Drive



3 Beech House, 165 Church Road, Northfield, Birmingham B31 2LX

Property Description:

A well laid out ground floor flat forming part of a three storey purpose built block prominently situated fronting Church Road at the junction with Rectory Road and Bunbury Road. The property provides well laid out accommodation benefiting from part electric storage heating, double glazed windows, security door entry system and a lock up garage in a separate block. The property is conveniently situated within approximately one third of a mile distance from Northfield Shopping Centre located on Bristol Road South (A38) and within a similar distance from Northfield Railway Station.

Outside:

Communal gardens and lock up garage in an adjacent block

Leasehold Information:

Term: 99 years (less 3 days) from 29 September 1966

Ground Rent: £25 per annum (subject to review)

Service Charge: Refer to legal pack

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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Accommodation:

Ground Floor:

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



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction Thursday 10th September 2009 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





84 St. Benedicts Road, Small Heath, Birmingham B10 9DW

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and three bedrooms. St. Benedicts Road forms part of a traditional residential area and leads directly off Coventry Road which provides access to a wide range of local retail amenities and services.

panelled bath having shower over, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms, Cloak Room with wc and wash basin

Outside:

(Front) Walled and paved foregarden

(Rear) Yard with shed and garden

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Lobby, Bathroom with

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

NOTICE COMPLETION DATES

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

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





39 Booth Street, Handsworth, Birmingham B21 0NH

Property Description:

A traditional two storey semi detached house of part rendered brick construction surmounted by a hipped tile clad roof and requiring complete modernisation and improvement throughout. The property is set back behind a lawned foregarden and is within easy walking distance of Handsworth Booth Street Railway Station. Booth Street itself leads directly off Soho Road which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

(Front) Lawned foregarden, pedestrian side gated access

(Rear) Covered side passage, separate brick store and wc and an overgrown garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

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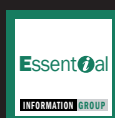


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Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit. _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

(Edition 2 October 2005) Reproduced with the consent of the RICS Real Estate Group with the support of the Commercial and Residential Property Faculties.

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Introduction

The common auction conditions have three main sections:

1. Glossary

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

2. The conduct of the auction

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

3. Conditions of sale

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

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

The conditions are legally binding.

Important notice

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

- Take professional advice from a conveyancer 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
- Check whether **VAT** registration and election is advisable.

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.

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 and where the following words appear in blue they have the specified meanings:

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: Any day except (a) a Saturday or a Sunday (b) a bank holiday in England and Wales or (c) Good Friday or Christmas Day

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 title 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 or a trustee in bankruptcy

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: Tenancies, leases, licences to occupy and agreements for lease 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 **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 proof of your identity that complies with money laundering regulations)
- sign the completed **sale memorandum** and
- 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; or
 - sign the **sale memorandum** on **your** behalf. Deposits must be paid by cheque or by bankers' draft drawn in **our** favour on a UK clearing bank or building society. The **catalogue** states whether **we** also accept 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.

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 all subsisting **tenancies**, 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 financial charges: these the **seller** must discharge 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 from the **documents**:

- (a) matters registered or capable of registration as local land charges
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute
- (c) notices, orders, demands, proposals and requirements of any competent authority
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health
- (e) rights, easements, quasi-easements, and wayleaves
- (f) outgoing and other liabilities
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002

- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them
- (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** must comply with them and keep the **seller** indemnified.
- 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 law.

2. Deposit

- 2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the **catalogue** (or the total **price**, if this is less than that minimum), and
- (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 a UK clearing bank or building society (or by such other means of payment as they accept)
- (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 a cheque for the deposit is not cleared on first presentation 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** that 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 relevant insurance details
- (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due
- (c) gives no warranty as to the adequacy of insurance
- (d) must, at the request of the **buyer**, use reasonable endeavours to have the **buyer's** interest noted on any insurance policy that does not cover a contracting purchaser
- (e) must, unless otherwise agreed, cancel the insurance 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 on **completion** reimburse to the **seller** the cost of insurance (to the extent it is not paid by a tenant or other third party) from and including 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** or
- (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**.
- 4.2 The buyer may raise no requisition or objection to any **documents** made available before the **auction** but in relation to any of the **documents** that is not available before the **auction** the following provisions apply:
- (a) if the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and 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 conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration documents to the **buyer**.
- 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 ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if condition 5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller** and (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

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 **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** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.

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** conveyancer's client 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** conveyancer's client account.

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

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.

9. Landlord's licence

9.1 Where the **lot** is leasehold land and licence to assign is required this condition applies.

9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord can lawfully require.

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

9.4 The **seller** must:

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

9.5 The **buyer** must:

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

9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this condition) by notice to the other rescind the **contract** at any time before licence is obtained. Rescission is without prejudice to the claims of either **seller** or **buyer** for breach of this condition 9.

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 and
- (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable.

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

(d) rent payable in arrear for a period that includes the day of apportionment is to be apportioned for that period as if paid in advance.

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**

(b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment)

(c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require

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

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

(f) if the **buyer** disposes of the lot prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to 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, and

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

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.

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 and

(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** and

(b) has, where necessary, made in relation to the **lot** a **VAT election** that 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 Revenue and Customs

(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**, and

(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 Revenue and Customs

(a) the **seller** must on or as soon as reasonably practicable after **completion** transfer to the **buyer** all **VAT** records for the **lot** and

(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** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot** and

(b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due and

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

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, and
 - (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

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 practitioner

- 19.1 This condition applies where the sale is by a **practitioner** as agent of the **seller**.
- 19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- 19.3 The **practitioner** and the **practitioner's** partners and staff have 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 its condition at **completion**
 - (b) whether or not vacant possession is provided
 - (c) for such title as the **seller** may have and
 - (d) with no title guarantee. 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.
- 19.5 Where relevant:
- (a) the **documents** must 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, and
 - (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.
- 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** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

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) service charge expenditure attributable to each **tenancy**
 - (b) payments on account of service charge received from each tenant
 - (c) any amounts due from a tenant that have not been received
 - (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- 22.4 In respect of each **tenancy**, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds and in respect of payments on account that are still due from a tenant **condition 11 (arrears)** applies.
- 22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay any incurred in respect of the period before **actual completion date** and the **buyer** must pay any incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.
- 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** and
- (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

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

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 or delayed.

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, and
- (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 that 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.

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 (as amended) 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 or delay) serve or respond to any notice or begin or continue any proceedings.

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

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
- (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**.

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 conveyancers.

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 that is not delivered by hand or otherwise proved to have been received 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

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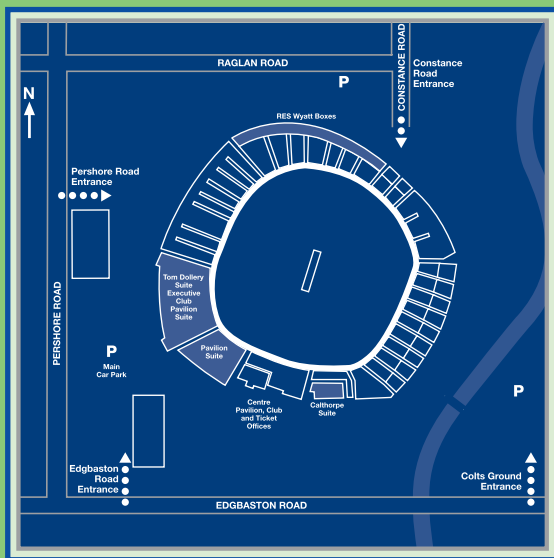
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