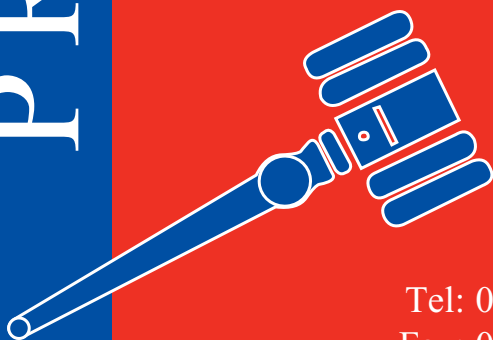


PROPERTY AUCTION

Cottons
Chartered Surveyors

THURSDAY
23RD OCTOBER 2008
AT 11.00 AM

ASTON VILLA
FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE



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

IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

CONDITION OF SALE

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

AUCTIONEERS ADVICE

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

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. Your legal adviser will make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding.
3. Prior to the sale The Auctioneers will endeavour to provide a guide price, subject to the Vendors consent. This is intended as a guide only and both the reserve and actual sale price may be more or less than the guide price given.
4. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
5. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
6. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fitments, drains and any other pipework, appliances and electrical fitments. Prospective purchasers are advised to undertake their own investigations.
7. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.
8. 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 last available guide price or range will be at or above any reserve price.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. The Auctioneers reserve the right to photograph successful bidders for security purposes.
15. 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

63 LOTS

Comprising a range of Residential and Commercial Vacant and Investment Properties along with Redevelopment Opportunities, Building Plots and Land comprising:

- 25 Freehold Vacant Residential
- 7 Freehold Residential Investment
- 7 Leasehold Vacant Residential
- 7 Freehold Vacant Commercial
- 3 Freehold Building Plots
- 4 Freehold Commercial Investments
- 4 Freehold redevelopment Opportunities
- 1 Freehold Ground Rents
- 1 Leasehold Residential Investment
- 1 Leasehold Vacant Commercial
- 1 Leasehold Land
- 2 Freehold Garage Yards

ORDER OF SALE

Lot Property

1.	73 Bushbury Lane, Wolverhampton	Freehold Vacant Residential
2.	57 Kenmure Road, Sheldon	Leasehold Vacant Residential
3.	150 Marsh Lane, West Bromwich	Freehold Vacant Residential
4.	58 Marsh Lane, Erdington	Leasehold Vacant Residential
5.	164 Hawkesyard Road, Erdington	Freehold Vacant Residential
6.	5 Devon Road, Willenhall	Freehold Vacant Residential
7.	24 Waterloo Road, Yardley	Leasehold Vacant Residential
8.	101 Merritts Brook Lane, Northfield	Freehold Vacant Residential
9.	113 Welsh House Farm Road	Freehold Investment
10.	143 Poplar Avenue, Edgbaston	F/H Part Invest/Part Vac Possession
11.	150 – 164 Spring Hill, Hockley	F/H Site with Vacant Possession
12.	The White House, 16-20 Church Street, Tamworth	Freehold Investment
13.	440 Barrows Lane, Sheldon	Leasehold Vacant Residential
14.	8 St Kildas Road, Alum Rock	Freehold Vacant Residential
15.	16 Uffmoor Estate, Halesowen	Freehold Vacant Residential
16.	37 Stourbridge Road, Halesowen	Freehold Vacant Residential
17.	19 Stoneyhurst Road, Erdington	Freehold Vacant Residential
18.	491 Harborne Park Road, Harborne	Freehold Investment
19.	19 Scribbans Close, Smethwick	Leasehold Vacant Residential
20.	Office Building Corner of Leigh Rd/Warren Rd	Freehold Residential Conversion Oppo
21.	Land on the South West Side of Westgate	Leasehold Commercial Dev Land
22.	183 Gravelly Lane, Erdington	Freehold Investment
23.	723 Coventry Road, Small Heath	Freehold Vacant Possession
24.	107 Reginald Road, Alum Rock	Freehold Vacant Residential
25.	1A, 1B, 1C & 1D Westminster Road	Freehold Vacant Residential
26.	23 Uplands Road. Handsworth	Freehold Investment
27.	12 Granton Road, Kings Heath	Freehold Vacant Residential



28.	9 Morcom Road, Greet	Freehold Vacant Possession
29.	122 Viceroy Close, Edgbaston	Leasehold Vacant Residential
30.	52A & 52B Stoneygate Elms, Knighton Drive	F/H Conversion/Redev Opp
31.	Lock up Garage Yard, Breeze Avenue	Freehold Vacant Possession
32.	Lock up Garage Yard, Elm Road	Freehold Vacant Possession
33.	33 Maitland Road, Alum Rock	Freehold Vacant Residential
34.	29 Coleys Lane, Northfield	Freehold Vacant Residential
35.	195 Turnberry Road, Great Barr	Freehold Investment
36.	19 & 19A (The Forge) Hunton Hill, Erdington	Freehold Vacant Possession
37.	1-3 Naden Road, Hockley	Freehold Redevelopment Opp
38.	Belper Enterprise Park, Greets Green Road	Freehold Investment
39.	107 Bacchus Road, Handsworth	Freehold Investment
40.	41 Watford Road, Cotteridge	Not Offered
41.	9 Shropshire Street, Market Drayton	Freehold Vacant Possession
42.	Unit 24D Waterside, Dickens Heath	Leasehold Vacant Possession
43.	23 Waterside Way, Pendeford, Wolverhampton	Freehold Vacant Residential
44.	F/H. G/ Rents 1,7,9,11& 13 Thompson Close, Dudley	Freehold Ground Rents
45.	1c Milestone Drive, Hagley	Freehold Vacant Residential
46.	86 Friezland Lane, Walsall	Freehold Vacant Residential
47.	48 Somerset Road, Erdington	Freehold Vacant Residential
48.	6 Diddington Lane, Hampton-In-Arden	Freehold Res Building Plot
49.	Building Plot, 12A Farcroft Road, Handsworth	Freehold Res Building Plot
50.	Building Plot R/O 19 Tixall Road, Birmingham	Freehold Res Building Plot
51.	27 Chancellors Close, Edgbaston	Freehold Vacant Residential
52.	14 Warwick Court, Wake Green Road, Moseley	Freehold Investment
53.	8 Bush Road, Tipton	Freehold Vacant Residential
54.	51 Perry Avenue, Perry Barr	Freehold Vacant Residential
55.	Yard & Premises, School Hill, Charndon	Freehold Land
56.	36 Canalside Cottages, Winson Green	Freehold Vacant Residential
57.	53 Heathfield Road, Handsworth	Freehold Investment
58.	12 Hampton Road, Aston	Freehold Investment
59.	9 Jackson Close, Keresley End, Coventry	Freehold Vacant Residential
60.	72 Station Road, Erdington	Freehold Vacant Possession
61.	421 Bordesley Green, Birmingham	Freehold Vacant Residential
62.	Flat 6 Elizabeth Court, 27 Victoria Road, Acocks Green	Leasehold Vacant Residential
63.	17 Wellsford Avenue, Solihull	Freehold Vacant Residential

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Tricia Doyle, Debra Slater and Hughie McCourt.



IMPORTANT NOTICE

PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

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

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

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

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

- **Credit Card Payments**

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

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

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

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

MISREPRESENTATION ACT

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

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



LOT 1**Freehold Vacant Possession**

**73 Bushbury Lane,
Wolverhampton,
WV10 9TN**

Property Description:

A traditional mid terraced house of rendered brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating but requiring complete modernisation and improvement throughout. Bushbury Lane leads off Stafford Road (A449) and the property is conveniently within approximately one and a quarter of a mile distance to the North of Wolverhampton City Centre.

Accommodation:**Ground Floor:**

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Shower Room with shower enclosure and wc

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Foregarden

(Rear) Enclosed yard and separate garden with a shared rear vehicular



access providing potential for off road parking.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

**Offered for sale by order of the Court
Appointed Receiver**

**LOT 2****Leasehold Vacant Possession**

**57 Kenmure Road, Sheldon,
Birmingham B33 0RX**

Property Description:

A purpose built ground floor flat forming part of a three storey block of brick construction surmounted by a pitched tile clad roof and situated in a cul-de-sac set back behind a grassed area. Kenmure Road leads off Sheldon Heath Road and the property is within approximately one mile distance from Coventry Road (A45) which provides access to a wide range of local amenities and services. The property benefits from UPVC double glazed windows and gas fired central heating.

Accommodation:**Ground Floor:**

Reception Hall, Bathroom with panelled bath, pedestal wash basin and wc,

Kitchen, Lounge with double doors opening to Bedroom

Outside:

Garden

Leasehold Information:

Term: 125 years from 21st November 2005

Ground Rent and Service Charge:

Refer to legal pack

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 3**Freehold Vacant Possession**

**150 Marsh Lane,
West Bromwich,
West Midlands, B71 2DA**

Property Description:

A three bedroom Semi-Detached property offered for sale in presentable condition and benefiting from UPVC double glazing and well laid out accommodation. The property it self is located on Marsh Lane close to the junction with Jubilee Street.

Accommodation:**Ground Floor:**

Reception Hall, Living Room, Kitchen, Rear Lobby, Bathroom with panelled bath, wash hand basin and w/c

First Floor:

Three Bedrooms

Outside:

(Front) Walled Foregarden

(Rear) Lawned Garden

**Vendors Solicitors:**

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 4**Leasehold Vacant Possession**

**58 Marsh Lane,
Erdington, Birmingham
B23 6PL**

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, however does require modernisation and improvement. The property is located on Marsh Lane (B4531) close to the junction with Balmoral Road. The property is also approximately within a quarter of a miles distance from the main shopping area located on Erdington High Street, and within a quarter of a miles distance from Erdington Railway Station. The property is offered with the benefit of an assignment of a notice to enfranchise which has been served upon the freeholder in accordance with the Leasehold Reform Act 1967 (as amended).

Accommodation:**Ground Floor:**

Entrance Hallway, Lounge, Dining Room, Kitchen, stairs to

First Floor:

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

Outside:

(Front) – walled foregarden

(Rear) - Overgrown garden

**Leasehold Information:**

Term – 99 years from 29 September 1913

Ground Rent – please refer to legal pack

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



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LOT 5**Freehold Vacant Possession**

**164 Hawkesyard Road,
Erdington, Birmingham
B24 8LH**

Property Description:

A traditional end terraced house of brick construction surmounted by a hipped tile clad roof, benefiting from part UPVC double glazed windows and requiring cosmetic improvement and modernisation. Hawkesyard Road leads off Wheelwright Road and the property is conveniently within less than one mile distance from both the M6 Motorway (junction 6) and Erdington Shopping Centre 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 with pantry

First Floor:

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

**Outside:**

(Front) Lawned foregarden

(Rear) Paved patio, brick store and long lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 6**Freehold Vacant Possession**

**5 Devon Road,
Willenhall,
West Midlands
WV13 2RR**

Property Description:

A traditional semi detached property of brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows and external doors, gas fired central heating, conservatory, three bedrooms and off road parking. Devon road leads off Coronation Avenue which in turn leads off Wolverhampton Road West (B4464) and provides direct access to the M6 Motorway (junction 10).

Accommodation:**Ground Floor:**

Reception Hall, Lounge, Dining Kitchen, Conservatory

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom

Outside:

(Front) Paved forecourt providing off road parking



(Rear) Pedestrian access to paved garden and rear gated access to a driveway providing the potential for off road parking

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





24 Waterloo Road, Yardley, Birmingham B25 8JR

Property Description:

A mid terraced property of rendered brick construction surmounted by a replacement tile clad roof set back from the road behind a small walled foregarden. The property benefits from having been refurbished to include UPVC double Glazing, Gas fired Central heating and modern kitchen and bathroom fitments. Waterloo Road is located off Stockfield Road (A4040) and the property is within a quarter of a mile from Swan Island which provides access to the Coventry Road (A45) giving easy access to Birmingham City Centre.

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen and Bathroom having panel bath, wash basin and WC.

First Floor:

Bedroom 1, Bedroom 2 and Bedroom 3 having en suite shower room with shower cubicle, wash basin and WC.

Outside:

(Front) Walled foregarden
(Rear) Paved yard

Leasehold Information:

Term: 50 Years from 25th December 2000
Ground Rent: Refer to Legal Pack

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 8**Freehold Vacant Possession**

**101 Merritts Brook Lane,
Northfield, Birmingham
B31 1PP**

Property Description:

An end terraced property of brick construction surmounted by a tile clad roof and set back from the road behind a lawned foregarden. The property further benefits from having UPVC double glazed windows and gas fired central heating. Merritts Brook Lane is set in an established residential area and is located off Merritts Hill. The property itself is situated close to the junction with Elmdale Croft.

Accommodation:**Ground Floor:**

Entrance Hallway, Lounge, Kitchen/ Diner, Shower Room having shower cubicle, WC and pedestal wash hand basin, stair to first floor

First Floor:

Three Bedrooms

**Outside:**

(front) lawned foregarden
(rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: The completion date will be 42 days following exchange of contracts

LOT 9**Freehold Investment**

**113 Welsh House
Farm Road, Harborne,
Birmingham B32 2JT**

Property Description:

A modern town house of cavity brick construction surmounted by a pitched interlocking tile clad roof, set back from the road behind a tarmacadamed drive and foregarden and benefiting from UPVC double glazed windows, gas fired central heating, three bedrooms and a garage. The property is situated in an established residential area located off Tennal Road and bordering Harborne Golf Course conveniently within approximately half a mile distance from Harborne High Street providing access to a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £495 per calendar month (£5,940 per annum).

Accommodation:**Ground Floor:**

Reception Hall, Kitchen, Full Width Lounge/Dining Room

First Floor:

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

**Outside:**

Front: Lawned foregarden, tarmacadamed driveway leading to integral garage

Rear: Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: The completion date will be 42 days following exchange of contracts





**143 Poplar Avenue, Edgbaston,
Birmingham, B17 8**

Property Description:

A substantial three storey building presently comprising of four self contained flats, three of which are currently let on Assured Shorthold Tenancies. The current rental income is £1,055 per calendar month (£12,660 per annum), with potential increase from the vacant flat. All flats benefit from electric heating and UPVC double glazing and the property is offered for sale in generally good condition. The property itself is located on Poplar Avenue close to the junction with Willow Ave and Sandon Road (A4040)

Accommodation:
Ground Floor:

Communal Entrance Hall

Flat One

One Bedroom, Bathroom, Kitchen, and Living Room

First Floor
Flat Three

One Bedroom, Bathroom, Kitchen and Living Room

Flat Five

Bed Sitting Room, Kitchen and Bathroom

Second Floor
Flat Four

Bedsitting Room, Kitchen and Bathroom

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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www.cottons.co.uk

E-mail: auctions@cottons.co.uk





150-164 Spring Hill, Hockley, Birmingham B18 7BS

Description:

A prominent freehold site, roughly rectangular in shape, having a frontage to Spring Hill of 48.5metres (159ft) and extending to an area of 0.185 hectares (0.457 acres). The site is situated close to the junction with Eyre Street and is conveniently located within a quarter of a mile distance from both City Hospital located on Dudley Road and Ladywood Middleway (Birmingham Ring Road) and within approximately one mile distance to the West of Birmingham City Centre.

Planning:

The site has previously been used as a car retail site and may be suitable for a variety of alternative uses including redevelopment (subject to planning consent) and all interested parties should contact the local planning authority at Birmingham City Council prior to bidding to discuss any proposal which they may have for this site.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





The White House, 16-20 Church Street, Tamworth, Staffordshire B79 7DH

Property Description:

A valuable freehold investment opportunity comprising of a three storey Grade II Listed period building prominently situated at the junction of Church Street and Corporation Street. The property is located in the heart of Tamworth Town Centre which contains a wide range of retail amenities occupied by both multiple and local traders along with leisure amenities, bars and food outlets. The M42 Motorway (junction 10) lies within approximately five miles distance to the east and provides access to the Midland Motorway Network.

Tenancy Information:

The property is currently let on a lease for a term of 10 years to Pertemps Recruitment Limited which commenced on 24th June 2000 on full repairing and insuring terms and at a current rental of £55,000 per annum.

Accommodation:

The accommodation is well laid out over the Ground, First and Second Floors and comprises of both Open Plan and Private Offices, Ancillary Kitchen, Cloak Room and Communal

Areas along with Cellar Storage as follows:

Ground Floor: 207.2sq.m (2,230sq.ft)

First Floor: 145.2sq.m (1,564sq.ft)

Second Floor: 125.1sq.m (1,346sq.ft)

Total: 477.5sq.m (5,140sq.ft)

Cellar Storage: 39sq.m (410sq.ft)

Outside:

Lawned foregarden and six car parking spaces located to the rear

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: VAT at the current rate of 17.5% will be payable upon the purchase price

Note: The completion date will be 56 days following exchange of contracts





440 Barrows Lane, Sheldon, Birmingham B26 1QL

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from mostly UPVC double glazed windows, gas fired central heating and off road parking but requiring modernisation and improvement throughout. Barrows Lane forms part of an established residential area and is situated off Brays Road which in turn leads off Coventry Road (A45) which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

UPVC Double Glazed Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

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

Outside:

(Front) Paved forecourt providing off road parking, pedestrian side access to rear

(Rear) Veranda/Entrance Hall with brick wc and store, paved yard/patio and a long predominantly lawned garden with potential for the erection of a garage accessed by way of a shared rear driveway

Leasehold Information:

Lease Term: 99 years (less 3 days) from 17th December 1936

Ground Rent: £5.25 per annum

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk



**8 St Kildas Road,
Alum Rock, Birmingham
B8 3JQ**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, providing well laid out accommodation and having been extensively refurbished throughout which includes new roof covering, ground floor extension, re-plastering, re-wiring, re-plumbing, new bathroom and kitchen fitments, gas fired central heating, UPVC double glazed windows, carpets, decoration and external paving. The property is situated in a cul-de-sac and St Kildas Road is conveniently within approximately 100 metres distance from Alum Rock 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, Rear Entrance Hall, Bathroom with modern suite comprising panelled bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms


Outside:

Front: Paved and walled foregarden

Rear: Paved yard, garden and rear pedestrian access

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: The completion will take place 42 days following exchange of contracts

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First Publication for Property Finance 1997





16 Uffmoor Estate, Halesowen, West Midlands B63 4JR

Property Description:

An extended four bedroom semi-detached property being offered for sale having been refurbished and extended, benefiting from UPVC double glazing, gas fired central heating, modern kitchen fittings and modern bathroom suite. The property itself is located on Uffmoor Estate off Hagley Road (B4183)

Accommodation:

Ground Floor:

Reception Hall, Through Lounge, Cloakroom with w/c, Kitchen/Dining Room, Bedroom with En-Suite

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath, pedestal wash hand basin and w/c

Outside:

(Front): Driveway providing ample off road parking

(Rear): Lawned Garden with brick built storage shed

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.





**37 Stourbridge Road, Halesowen,
West Midlands B63 3TX**

Property Description:

A mid terraced property of rendered brick construction surmounted by a tile clad roof, set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in a presentable condition. The property is located close to the junction with Queen street and Stourbridge Road (A458) itself provides direct access to the main shopping area located in Halesowen which provides a wide range of shops and amenities and being within approximately half a mile distance.

Accommodation:

Ground Floor:

Lounge, Dining Kitchen, Cellar

First Floor:

Two Bedrooms and Bathroom having panelled bath with electric shower over, pedestal wash basin and WC

Outside:

(Front) Walled foregarden

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: The completion date will be 42 days following exchange of contracts





19 Stoneyhurst Road, Erdington, Birmingham B24 8HA

Property Description:

A semi detached property of rendered brick construction surmounted by a tile clad roof set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation, majority double glazed windows and gas fired central heating. The property is offered generally in presentable condition, however does require some modernisation and improvement. Stoneyhurst Road is located off Wheelwright Road and Tyburn Road (A38), the latter of which gives direct access to both the Aston Expressway and junction 6 of the M6 motorway being within approximately half a miles distance. The property is also within half a miles distance from the main shops and amenities located on Erdington High Street.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen and Inner Lobby housing two store rooms and stairs to first floor

First Floor:

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

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 18

491 Harborne Park Road, Harborne, Birmingham, B17 0PS

Property Description:

A Mid Terraced property of traditional brick construction surmounted by a tile clad roof having the benefit of UPVC double glazing, gas fired central heating, and also having been recently rewired and redecorated throughout. The property is currently let by way of an Assured Shorthold Tenancy Agreement to five students at a total rental of £250.00 per week (£13,000 per annum). The property itself is located on a one way stretch of Harborne Park Road close to the junction with Metchley Lane (B4129)

Accommodation:

Ground Floor:

Reception Hall, Room One, Living Room, Kitchen, Rear Lobby, Bathroom with panelled bath, wash hand basin and w/c

First Floor:

Room Two, Room Three, Room Four

Second Floor:

Room Five



Outside:

(Front) Paved foregarden providing off road parking
(Rear) Lawned Garden with brick built store

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



**19 Scribbans Close, Smethwick,
West Midlands, B66 3PS**

Property Description:

A Duplex Flat located on the Second and Third Floors benefiting from well laid out accommodation and Central Heating. The property itself is located on Scribbans Close, close to the junction with Suffrage Street which in turn is directly off Windmill Lane (B4136)

Accommodation:
Second Floor:

Entrance Hall, Kitchen and Living Room

Third Floor:

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath, pedestal hand wash basin and w/c

Leasehold Information:


The property is of a Leasehold Tenure for a Term of 99 years, which commenced 1 April 1989
Ground Rent- £50 rising to £150 per annum

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Robert Wanders
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Commercial, Residential and Business Finance

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Office Building, Corner of Leigh Road/Warren Road, Washwood Heath, Birmingham B8 2YL

Property Description:

A substantial Victorian brick built corner office building with accommodation set out over three floors and being located on a site extending to approximately 0.76 acres (0.31 hectares). The property which was formerly Alstom Offices benefits from Planning Consent for conversion to 23 apartments and 1 house (see Planning Section). The existing accommodation extends to approximately 3,287sq.m (35,382sq. ft) and comprises of Lower Ground, Ground and First Floors together with temporary office accommodation to the north of the site which has formerly been car parking. The building is situated in an established neighbourhood containing a mix of residential and commercial properties. Leigh Road itself is located directly off Washwood Heath Road approximately 2.5 miles to the north east of Birmingham City Centre.

Planning:

The property benefits from Planning Consent granted by Birmingham City Council on 31st May 2007 (Ref: N/01295/07/FUL) for the "demolition of temporary buildings, staircase and toilet block and conversion of former B1 offices to C3 dwelling houses comprising 24 residential units (17 one bed flats, 6 two bed flats and 1 three bed house with associated car parking)

Proposed Accommodation (Apartments)

Lower Ground Floor:

One Bedroom Apartment: 770sq.ft

One Bedroom Apartment: 646sq.ft

One Bedroom Apartment: 780sq.ft

One Bedroom Apartment: 646sq.ft

Two Bedroom Apartment: 882sq.ft

Two Bedroom Apartment: 1184sq.ft

Ground Floor:

One Bedroom Apartment: 646sq.ft

One Bedroom Apartment: 646sq.ft

One Bedroom Apartment: 646sq.ft

One Bedroom Apartment: 646sq.ft

One Bedroom Apartment: 440sq.ft

One Bedroom Apartment: 667sq.ft

Two Bedroom Apartment: 753sq.ft

Two Bedroom Apartment: 880sq.ft

Two Bedroom Apartment: 756sq.ft

First Floor:

One Bedroom Apartment: 511sq.ft

One Bedroom Apartment: 562sq.ft

One Bedroom Apartment: 503sq.ft

One Bedroom Apartment: 646sq.ft

One Bedroom Apartment: 646sq.ft

One Bedroom Apartment: 484sq.ft

One Bedroom Apartment: 681sq.ft

Two Bedroom Apartment: 810sq.ft

Proposed Accommodation (House)

Ground Floor:

Reception Hall, Living Room, Kitchen

First Floor:

Three Bedrooms and Bathroom

PLEASE NOTE: VAT IS APPLICABLE ON THIS LOT

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Land on the South West Side of Westgate, Aldridge, Walsall WS9 8YH

Description:

A parcel of leasehold land subject to a 'virtual freehold' term of 999 years, extending to an area of 1.57 acres approximately and situated on an established industrial estate known as Linley Lodge and located approximately two and a half miles distance to the North East of Walsall Town Centre and within approximately four miles distance from the M6 Motorway (junction 10). The site comprises of a flat piece of land, served by a proposed access from Westgate, located adjacent to existing commercial uses and has been classified as infill land falling within a core employment area.

Planning:

The subject site was previously part of a larger site for which a planning consent for a change of use was obtained along with a Certificate of Lawful Existing Use or Development. A Certificate of Lawful Existing Use was granted on 20th October 2001 by Walsall MBC following evidence that the site had been used for general industrial purposes within Class B2 of the Town and Country Planning Act (Use Classes Order) 1987. In addition, planning consent was granted by Walsall MBC (Ref: 05/08/52/FL/E5 and dated 11 August 2005) allowing B1 (Light Industry), B8 (Storage and Distribution) along with the existing B2 (General Industry) uses. Furthermore, the vendor has recently submitted plans to the local planning authority for the erection of four terraced new business units totalling approximately 2,136sq.m (23,000sq.ft)

and including first floor offices, ancillary accommodation and off street car parking/loading facilities. The planning decision for this scheme is awaited. Alternatively the site may be suitable for the erection of a single commercial unit subject to planning consent.

All interested parties are advised to contact the planning department at the Walsall MBC on 01922 650 000 prior to bidding. The vendor has obtained a full Arboricultural Report of the site which will be made available upon the sale of the property.

Leasehold Information:

Term: 999 years from 17 July 2007

Ground Rent: One Peppercorn

We are advised by the vendor that there is an option to purchase the freehold in 2010 for the sum of £1 and all interested parties must clarify this matter with the vendors solicitor prior to bidding.

Vendors Solicitors:

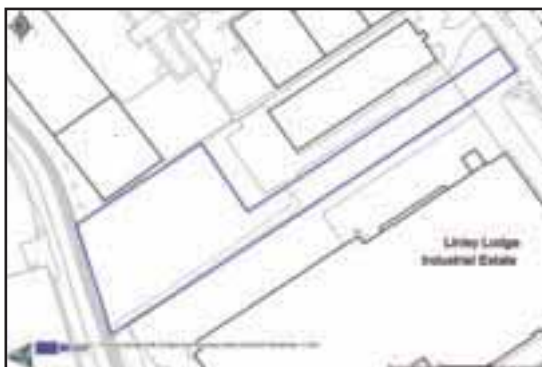
Refer to Auctioneers

Viewings:

External Only

Note: VAT at the current rate of 17.5% will be chargeable upon the purchase price

Directional Note: The proposed site entrance is situated between the commercial premises occupied by Green Star Limited and Owen Conveyor Company (Ocon)





183 Gravelly Lane, Erdington, Birmingham, B23 5SG

Property Description:

A mid terraced commercial unit comprising of a Ground Floor retail area together with a self contained flat to the First Floor. The Ground Floor has recently been redecorated including re-plastering. The First Floor flat benefits from UPVC double glazing. The whole building is offered for sale in presentable condition. The Ground Floor is currently let by way of a 6 year lease at a rental of £10,920 per annum, whilst the First Floor flat is currently let on an Assured Shorthold Tenancy at a rental £110 per week (£5,720 per annum). The Total Rental Income is £16,640 per annum.

The property itself is located on Gravelly Lane close to the junction with Oliver Road, approximately 4 miles to the north east of Birmingham City Centre.

Accommodation:

Ground Floor:

Retail Area extending to approximately 18.2sq.m (195sq.ft)

Rear Store Room extending to approximately 9.7sq.m (104sq.ft)
Separate w/c, Kitchen and Lean to Storage Area

First Floor Flat:

Self contained entrance at rear, Reception Room, Bedroom, Kitchen, and Bathroom with panelled bath, pedestal wash hand basin, w/c

Outside:

(Front): Property fronts directly onto Gravelly Lane

(Rear): Garden area providing access to flat

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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723 Coventry Road, Small Heath, Birmingham B10 0JL

Property Description:

A substantial three storey end terraced property of brick construction surmounted by a pitched slate clad roof and prominently situated at the junction with Malmesbury Road. The property has previously been used as a social support and administrative centre and the main building is laid out as offices benefiting from gas fired central heating whilst the rear yard/garden contains a brick built nursery building and a play area. The property is situated in a well established mixed use area and Coventry Road provides access to a wide range of local amenities and services. Birmingham City Centre lies within approximately two miles distance to the west.

Planning:

We understand that the property has planning consent for its existing use as offices having been granted consent on 22/09/1980 (Ref: 30729001) for continual use of administrative centre for social work agency. The property may be suitable for alternative uses including conversion back to a residential dwelling and all interested parties should make their enquiries with the planning authority at Birmingham City Council prior to bidding.

Accommodation:

Ground Floor:

Entrance Hall, Room One, Room Two, Inner Hall, Cloak Room with wc and wash basin, Room Three, Kitchen, Rear Entrance Hall, Cloak Room with wc and wash basin

First Floor:

Stairs and Landing, Room Four, Room Five, Cloak Room with wc and wash basin, Room Six, Room Seven

Second Floor:

Stairs and Landing, Room Eight, Room Nine

Outside:

(Front) Walled foregarden extending to side

(Rear) Secure gated access off Malmesbury Road to a tarmacadamed yard/parking area, brick built garage, children's external play area, brick built nursery/play room comprising of two rooms with cloak room having wc and wash basin

Gross Internal Area:

Ground Floor: 97.6sq.m

First Floor: 85.9sq.m

Second Floor: 33.9sq.m

Nursery/Play Room: 56.7sq.m

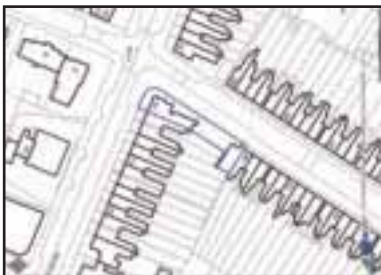
Total: 274.1sq.m (2,950sq.ft)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





107 Reginald Road, Alum Rock, Birmingham B8 1LS

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, providing well laid out accommodation and benefiting from four bedrooms, UPVC double glazed windows and gas fired central heating. Reginald Road runs directly between Alum Rock Road and St Saviour's Road and forms part of a traditional and established residential area.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bedroom Three

Second Floor:

Stairs to Bedroom Four

Outside:

(Rear) Yard and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Guide Price: £76,000 to £82,000

Note: The completion date will be 42 days following exchange of contracts

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 4th December 2008 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.

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





1A, 1B, 1C & 1D Westminster Road, Handsworth, Birmingham B20 3LH

Description:

A development of four newly built three storey residential dwellings comprising of two pairs of semi detached houses of cavity brick construction with pitched tile clad roofs and each containing four bedrooms. The development is currently unfinished and the properties are offered for sale as one lot and requiring various works to bring them to a habitable standard. All properties require varying levels of work and briefly three properties are generally plastered throughout and have the majority of first fix heating, plumbing, electrical installations and some internal joinery in place. One of the properties (1D) is offered as a shell requiring plastering along with first fix installations etc. All the properties provide well laid out accommodation and benefit from UPVC double glazed windows.

Planning and Building Regulations:

The properties were constructed following planning consent granted by Birmingham City Council (Ref: N/02497/05/FUL and dated 27 June 2005) for the demolition of an existing work shop and the erection of a pair of semi detached houses. Building regulation applications were submitted (Ref: FP/N/6112/05/) and fees paid of £225.01 for each unit and working

drawings have been approved. We understand that the building regulation officer has inspected the development at various stages and that the last inspection took place on 28 February 2008. Completion certificates have not yet been issued as the works are incomplete.

Note: The planning consent, plans and working drawings are available for inspection at the auctioneers' offices

Accommodation:
Each property benefits from the following accommodation:

Ground Floor:

Reception Hall, Dining Kitchen, Lounge, Rear Entrance Hall, Cloak Room

First Floor:

Two Bedrooms and Bathroom

Second Floor:

Two Bedrooms and Shower Room

Outside:

Front and rear gardens

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.





**23 Uplands Road, Handsworth,
Birmingham B21 8BU**

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 part UPVC double glazing and gas fired central heating. Uplands Road is located off Sandwell Road (A4040) and Rookery Road (A4040) and is within approximately half a miles distance from the main shops and amenities located on the Soho Road (A41). The property is currently let on an Assured Shorthold Tenancy producing a total rental of £500 per calendar month (£6,000 per annum).

Accommodation:

Ground Floor:

Entrance Hallway, Front Reception Room, Rear Reception Room, Kitchen, Inner Lobby and Bathroom having panelled bath, wash basin and WC, stairs to

First Floor:

Three Bedrooms

Outside:

(Front) Walled foregarden

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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12 Granton Road, Kings Heath, Birmingham B14 6HD

Property Description:

A link detached property of brick construction surmounted by a tile clad roof and set back from the road behind a lawned foregarden and driveway allowing access to garage and providing off road parking. The property benefits from having well laid out accommodation, the majority UPVC double glazed windows and gas fired central heating, however does require some modernisation and improvement. Granton Road is located off Dawberry Fields Road which in turn can be found off Brandwood Road. The property is set in an established residential area, and is within approximately half a miles distance from the main High Street in Kings Heath which in turn provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

(Rear): Lawned foregarden and driveway leading to garage
(Front): Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





**9 Morcom Road,
Greet, Birmingham B11 2JE**

Property Description:

A substantial industrial/warehousing unit benefiting from secure yard, roller shutter protection, loading bay, two open plan warehouse/storage areas and solid concrete floor. The property itself extends to approximately 394.5sq.m (4,244sq.ft) and is located on the corner of Morcom Road and Manor Farm Road with close proximity to Warwick Road (A41)

Accommodation:
Ground Floor:
Loading Bay:

Measuring 63.7sq.m (685sq.ft)

Workshop One:

Extending to 155sq.m (1,667sq.ft)

Workshop Two:

Extending to 142.2sq.m (1,530sq.ft)

First Floor:

Private Office:

Extending to 18sq.m (194sq.ft)

Lease Information:

In addition to the warehouse there is an Electricity Substation to the rear of the site, which is currently let for a term of 7 years at a rental of £1,000 per annum

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



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122 Viceroy Close, Edgbaston, Birmingham B5 7UY

Property Description:

A purpose built fourth floor mansion apartment forming part of a well regarded and traditional built development set with landscaped grounds and prominently situated fronting Bristol Road (A38). The property which requires some modernisation provides well laid out accommodation having two bedrooms and benefiting from security door entry system, lift access and a communal central heating and hot water system, the cost of which is included in the service charge. The property further benefits from an extended lease term of 125 years from 29 September 1988 and subject to a peppercorn ground rent.

Accommodation:

Ground Floor:

Reception Hall with security door entry system, Stairs and Lift access to:

Fourth Floor:

Reception Hall, Cloak Room with wc and wash basin, Lounge/Dining Room, Kitchen, Two Double Bedrooms, Bathroom with panelled bath having shower attachment, pedestal wash basin and wc.

Outside:

Well maintained and landscaped gardens with communal car parking

Leasehold Information:

Lease Term: The property is subject to an extended lease for a term of 125 years from 29 September 1988

Ground Rent: One peppercorn

Service Charge: Refer to legal pack

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.





52A & 52B Stoneygate Elms, Knighton Drive, Leicester LE2 3HB

Description:

An attractive redevelopment opportunity comprising of a Coach House conversion to form a development of 2 three bedroom town houses. The property is situated adjacent to an apartment conversion scheme known as Stoneygate Elms and comprising of 20 high quality apartments which have been completed and are now occupied. The development is prominently situated at the junction with Knighton Road and Elms Road and forms part of a popular and well regarded residential area known as Stoneygate, conveniently located within approximately three quarters of a mile distance from Leicestershire Golf Course and within two miles distance from both Leicester General Hospital and Leicester City Centre.

Planning:

The property benefits from planning consent granted by Leicester City Council (Ref: 20070593 and dated 20 June 2007) for the conversion of the property into 2 three bedroom town houses. The planning consent for the subject property was included in the consent granted for the scheme known as 50/52 Knighton Drive and 7 Elms Road which is now known as Stoneygate Elms. Each town house will benefit from a private garden, allocated car parking to the rear of the development and front entrances directly off Knighton Drive. The proposed accommodation for each unit comprises of the following:

52A

Ground Floor:

Reception Hall, Cloak Room with wc, Living Room, Dining Kitchen

First Floor:

Stairs and Landing, Master Bedroom and Family Bathroom

Second Floor:

Stairs and Landing, Bedroom Two, Bedroom Three

52B

Ground Floor:

Side Entrance Hall, Reception Hall, Living Room, Dining Kitchen

First Floor:

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

Second Floor:

Stairs and Landing, Bedroom Two, Bedroom Three

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

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Guide Price: £155,000 to £170,000

Note: The completion date will be 42 days following exchange of contracts





Lock Up Garage Yard/ Redevelopment Opportunity, Breeze Avenue, Norton Canes WS11 3QB

Description:

A parcel of freehold land extending to an area of 0.07 acres (293sq.m approximately) square in shape and situated directly fronting Breeze Avenue immediately to the east of number 32. The yard contains a total of 10 lock up garages and will be offered with vacant possession upon completion. Breeze Avenue forms part of an established residential area and is located off Norton Road which in turn leads off Brownhills Road and is conveniently located for access to the M6 Toll Road (junction T6) being within approximately two and a half miles distance.

Planning:

The Planning Services Manager at Cannock Chase Council has confirmed that the site is considered suitable for the construction of a single detached bungalow and has indicated that planning consent for such a development is likely to be forthcoming.

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.



**Lock Up Garage Yard/
Redevelopment Opportunity, Elm Road,
Norton Canes WS11 3QW**

Description:

A lock up garage yard extending to an area of 0.09 acres (376sq. m approximately), roughly triangular in shape and accessed by way of a driveway which leads off Elm Road between numbers 31 and 33. The yard contains a total of 8 lock up garages and is offered with vacant possession upon completion. Elm Road forms part of an established residential area located off Cherry Tree Road which in turn leads off Brownhills Road and is conveniently located for access to the M6 Toll Road (junction T6) being within approximately two and a half miles distance.

Planning:

The Planning Services Manager at Cannock Chase Council has confirmed that the site is considered suitable for the construction of a single detached bungalow and has indicated that planning consent for such a development is likely to be forthcoming.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 4th December 2008 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.





**33 Maitland Road,
Alum Rock, Birmingham B8 3AP**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from gas fired central heating and UPVC double glazed windows. Maitland Road forms part of an established residential area and leads off Anthony Road which in turn leads off Alum Rock Road and provides access to a wide range of retail amenities and services.

Accommodation:
Ground Floor:

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

First Floor:

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

Outside:

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

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Guide Price: £65,000 to £69,000

Note: The completion date will be 42 days following exchange of contracts

DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £150 (inc VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Acceptable payment methods are as follows:

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

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

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

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



29 Coleys Lane, Northfield, Birmingham, B31 4AD

Property Description:

A Semi-Detached Bungalow located on a corner plot and being of traditional brick construction surmounted by a tile clad roof. The property has suffered some vandalism and minor fire damage, but benefits from replacement UPVC window frames, and central heating. The property is located on the corner of Coleys Lane and Harpers Road, close to the junction with Station Road.

Accommodation:

Ground Floor:

Entrance Porch, Reception Hall, Living Room, Dining Room, Two Bedrooms, Kitchen, Utility Room, Conservatory

and Bathroom with panelled bath wash hand basin w/c.

Outside:

Front: Walled Foregarden, Driveway with off road parking and access to Double Garage

Rear: Lawned Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 35

195 Turnberry Road, Great Barr, Birmingham B42 2HS

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof consisting of a ground floor retail unit and two bedroom self contained flat to the rear of the ground floor and first floor. The ground floor retail unit is currently holding over at a rental of £6,500 per annum and the flat is let producing a total rental of £6,500 per annum. The first floor flat benefits from having UPVC double glazed windows and gas fired central heating and separate access to the rear accessed via a service road. The property is situated on Turnberry Road close to the junction with Booths Farm Road which in turn can be located off the Walsall Road (A34) which gives direct access to both Walsall and Birmingham City Centre.

Accommodation:

Ground Floor:

Retail area extending to approximately 32.50 sq metres (350 sq ft).
Store Room extending to approximately 8.08 sq metres (87 sq ft), separate WC

Access to the Flat via the rear

Ground Floor:

Kitchen/Diner, stairs to

Freehold Investment



First Floor:

Lounge, two Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC

Outside:

(Rear) Double gated access via a service road providing off road parking and access to flat

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





19 & 19A (The Forge) Hunton Hill, Erdington, Birmingham B23 7ND

Property Description:

A pair of traditional freehold detached properties which have previously been used to provide additional accommodation to a children's nursery which is based on Hunton Road and therefore benefiting from D1 (non residential institutions) Planning Consent.

19 Hunton Hill comprises of substantial detached former dwelling house of traditional rendered brick construction surmounted by a pitched tile clad roof and benefiting from flexible well laid out accommodation, gas fired central heating, mostly UPVC double glazed windows and conservatory.

19A (The Forge) Hunton Hill comprises of a detached traditional built cottage of rendered brick construction surmounted by a pitched tile clad roof and benefiting from gas fired central heating.

Hunton Hill runs directly between Slade Road and Gravelly Hill (A5127) and the property is conveniently within a short walk from Gravelly Hill Railway Station and within approximately two thirds of a mile distance from both Erdington Shopping Centre and the M6 motorway (junction 6)

Planning:

Both properties have previously been used as additional nursery accommodation for the property known as The Hollies Nursery based on Hunton Road and whilst benefiting from D1 (non residential institutions) planning consent, will be sold with a restricted covenant preventing any future nursery use. The properties can be used for all other categories

within D1 which includes medical and health services, day centres, museums, public halls, libraries, art galleries, exhibition halls, non residential education and training centres, places of worship and church halls. In addition the properties may well be suitable for conversion back to residential dwelling houses (subject to the buyer obtaining planning consent from the local planning department at Birmingham City Council)

Accommodation

19 Hunton Hill

Ground Floor:

Room One: 14.43sq.m (155sq.ft)

Store/Cloak Room: 4.6sq.m (49sq.ft)

Room Two: 12.81sq.m (137sq.ft)

Reception Hall and Kitchen: 12.14sq.m (130sq.ft)

Toilets with wc's and wash basins: 6.17sq.m (66sq.ft)

Veranda: 3.25sq.m (34sq.ft)

Room Three: 19.71sq.m (212sq.ft) with opening to Room Four (inclusive)
UPVC Double Glazed Conservatory: 13.37sq.m (143sq.ft)

First Floor:

Room Five: 7.33sq.m (79sq.ft)

Room Six: 12.78sq.m (137sq.ft)

Room Seven: 12.51sq.m (134sq.ft)

Outside:

(Front) Block paved forecourt with double gated access off Hunton Hill

(Rear) Paved yard, enclosed lawned garden and paved patio area





19A (The Forge)

**19A (The Forge) Hunton Hill
Ground Floor**

Room One: 32sq.m (344sq.ft)

Toilets: 7sq.m (75sq.ft) with wc's and wash basins
Entrance Hall

First Floor:

Room Two: 32sq.m (355sq.ft)

Outside:

Block paved forecourt with dropped kerb off Hunton Hill providing potential for off road parking space, side garden and paved patio

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: The completion date will be 42 days following exchange of contracts



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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





Belper Enterprise Park, Greets Green Road, West Bromwich, West Midlands, B70 9EN

Property Description:

An Industrial Estate investment opportunity, which comprises a developed and landscaped Park, with a range of Seven Workshop/ Warehousing units, currently part let producing £27,610 per annum. The projected Total Rental Income when fully let is approximately £47,110 per annum.

The Site is located approximately 3 miles to the West of West Bromwich Town Centre on Greets Green Road close to the junction of Oldbury Road (B4166) and Ryders Green Road (B4149).

The vendor has provided us with plans showing some possible redevelopment which may be appropriate subject to consent from the Local Planning Authority. Copies of the plans are available at the Auctioneers' offices and interested parties should make enquiries of Sandwell Council's Planning Department.

Unit 1

Workshop and Office Unit measuring approximately 162sq.m. (1,750sq.ft.)

Unit 2

Workshop, Office and Yard measuring 162sq.m. (1,750sq.ft.)

Unit 3

Workshop and Office Unit measuring 239sq.m. (2,580sq.ft.)

Unit 4a and b

Workshop and Office Unit measuring 100sq.m. (1,076sq.ft.)

Unit 5a

Workshop measuring 53.8sq.m. (580sq.ft.)

Unit 5b and c

Workshop and Office Unit measuring 92.9sq.m (1,000sq.ft.)

Unit 9

Office Suite measuring 78.9sq.m. (850sq.ft.)

Please note that VAT is payable on this Lot

ADDRESS	TENANCY	RENTAL	PROJ. RENTAL
Unit 1	3 Year FRI lease	£7,280p.a.	
Unit 2	3 Year FRI lease	£8,840p.a.	
Unit 3	3 Year FRI lease, with fixed rent review to £10,000p.a. on 1.1.2009	£8,500	+£1,500p.a.
Unit 4a and b	Vacant	Vacant	£6,000p.a.
Unit 5a	6 Month lease from 1.6.08	£2,990p.a.	
Unit 5b and c	Vacant	Vacant	£6,000p.a.
Unit 9	Vacant	Vacant	£6,000p.a.



**107 Bacchus Road,
Handsworth,
Birmingham B18 4QP**

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, UPVC double glazed windows and gas fired central heating. Bacchus Road is located between Lodge Road and Soho Road, and the property itself is approximately within a quarter of a miles distance from the main shops and amenities located on the Soho Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £475 per calendar month (£5,700 per annum).

Accommodation:

Ground Floor:

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

First Floor:

Three Bedrooms



Outside:

(Rear) - paved yard

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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41 Watford Road, Cotteridge, Birmingham B30 1JB

Property Description:

An End Terrace Retail Unit located in the main shopping district of Cotteridge directly opposite Spar/Post Office and presently being fully let at a rental of £14,700 per annum. The property comprises of a Ground Floor Retail Unit in presentable condition currently let as a Hairdressers at a rental of £9,000 per annum, whilst the first and second floor comprises of a self contained 3 bedroom flat currently let on an Assured Shorthold tenancy at a rental of £475 per calendar month (£5,700 per annum). The ground floor benefits from laminate floor, suspended ceiling with spotlights and roller shutter protection, whilst the first floor Flat benefits from UPVC double glazing and gas fired central heating.

Leases

Ground Floor:

The property is let on a lease on a term of _____ years commenced at a current rental of £9,000 per annum. FRI?

First Floor:

Currently let on an Assured Shorthold Tenancy Agreement at a rental of £475.00 per calendar month (£5,700) per annum.

Total Rental Income: £14,700 per annum.

Accommodation:

Ground Floor (Retail Unit)

Retail Area, Utility Area, Kitchen, Separate W/C. The Gross Internal Area is approximately 51.0sq.m (655sq/ft)

First Floor (Flat)

Separate access at side, Stairs and Landing, Lounge, Kitchen, Bedroom One, Bathroom with panelled bath, W/C and wash hand basin.

Second Floor:

Bedroom Two, Bedroom Three

Outside:

(Front) Tarmacadam Fore Court.

(Rear) Tarmacadam Yard with access via right of way.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





9 Shropshire Street, Market Drayton, Shropshire, TF9 3BZ

Property Description:

A freehold mid terraced, Grade II Listed property of traditional construction surmounted by a tile clad roof. The Ground Floor Retail Unit has recently undergone some refurbishment work, whilst the rear area and first and second floors require modernisation and improvement throughout. The property benefits from Planning Consent for a proposed change of use of the First and Second floor to self contained residential accommodation. The property itself is located on Shropshire Street close to the junction with Cheshire Street and High Street. Market Drayton itself is a market town located in North Shropshire, with a population last recorded at just over 10,000.

Accommodation:

Ground Floor Retail Unit:

Retail Area measuring approximately 33.9sq.m. (364sq.ft.)

Ground Floor Residential Accommodation:

Room 1 extending to 14sq.m (150sq.ft)

First Floor:

Front Room extending to 24.2sq.m (260sq.ft), Middle Room extending to 9.2sq.m (99sq.ft), Rear Room extending to 21.3sq.m (230sq.ft).

Second Floor:

Attic Room (no access, size believed to be similar to the Front Room on the First Floor.)

Planning:

The property benefits from planning consent granted by North Shropshire District Council on 15 October 2004 (Ref – N/04/617/MD/299) for the 'Proposed use of 2 Ground Floor rooms and cellar as a Retail Shop and use of the rear Ground Floor room and all rooms on the First and Second floor as a self-contained flat'. This application is valid for five years from the date of the Decision Notice.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Unit 24D Waterside, Dickens Heath, Solihull B90 1UE

Property Description:

A modern mid terraced ground floor commercial unit with potential for A1,A2 or B1 use and being located in the popular village of Dickens Heath which is currently undergoing much expansion. The property itself is completed to a shell finish with shop front, wc and rear service doors and extends to approximately 80.2sq. m (864sq.ft). The property itself is located in the Waterside courtyard with similar other retail units providing a wide range of services and amenities. Dickens Heath itself is approximately four miles to the south west of Solihull Town Centre.

Accommodation:

Ground Floor:

Retail Area: Extending to approximately 80.2sq.m (864sq.ft), Separate WC

Outside:

One allocated car parking space

Leasehold Information:

The property is of a Leasehold tenure for a term of 999 years

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





**23 Waterside Way, Pendeford,
Wolverhampton WV9 5LL**

Property Description:

A modern detached house of brick construction surmounted by a pitched tile clad roof, having a single storey extension to the rear, UPVC double glazed windows (except porch), gas fired central heating, modern kitchen and bathroom fitments and ample off road parking. The property is situated in a cul-de-sac located off Clewley Drive and is located within approximately three quarters of a mile distance from Stafford Road (A449) which provides direct access to the M54 Motorway (junction 2) being within approximately one and a half miles distance. Wolverhampton City Centre is within approximately three miles distance.

Accommodation:

Ground Floor:

Porch, Entrance Hall, Through Lounge/ Dining Room, Sitting Room, Kitchen

with extensive range of modern panelled units and built in pantry cupboard

First Floor:

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

Outside:

(Front) Lawned foregarden and a tarmacadamed driveway providing ample off road parking
(Rear) Double gated access to an enclosed tarmacadamed driveway/ parking area, paved patio and lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Freehold Ground Rents 1,7,9,11 and 13 Thompson Close, Dudley, West Midlands DY2 0EP

Description:

A portfolio of freehold ground rents, secured on five modern dwelling houses, situated in a cul-de-sac off Quarry Road and each subject to long leases, for a term of 99 years from 25 March 1974.

Ground Rent Income:

Each lessee currently pays a ground rent, which is subject to a fixed review in 2040 as follows:

Address	Current Ground Rent (per annum)	2040 (per annum)
1 Thompson Close	£75.00	£160.00
7 Thompson Close	£81.00	£172.00
9 Thompson Close	£75.00	£160.00
11 Thompson Close	£79.00	£168.00
13 Thompson Close	£75.00	£160.00
Total Ground Rent Income	£385.00	£820.00

Summary:

Current Ground Rent Income:

£385.00 pa and rising again in 2040 to £820.00 pa.

N.B. The purchaser will be required to pay the sum of £500 plus VAT as a contribution towards the freeholders legal costs.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





1c Milestone Drive, Hagley, West Midlands DY9 0LP

Property Description:

A link detached property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a lawned foregarden and block paved driveway giving access to garage and allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating, and is offered for sale in presentable condition. The property is set in the established residential area of Hagley and is located off Summervale Road which in turn is found off Kidderminster Road (A456) which gives direct access to both Kidderminster and Birmingham City Centre. The property is within approximately a mile and a half distance from Hagley Park and Clent Hills Country Park.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge/Dining Room, Kitchen, two Bedrooms and Shower Room having walk in shower, WC and pedestal wash hand basin.

Outside:

(front) Lawned foregarden and block paved driveway giving access to garage

(rear) Patio and lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





86 Friezland Lane, Walsall WS8 7DA

Property Description:

A traditional detached bungalow of brick construction surmounted by a hipped tile clad roof, occupying a large plot and providing generous and well laid out accommodation but requiring modernisation and improvement throughout. Friezland Lane is situated in a predominantly residential area located between Walsall Wood and Brownhills and is situated directly off Chester Road (A452).

(Double), Bedroom Three/Dining Room (Double)

Outside:

(Front) Lawned foregarden, concrete driveway to full length tandem garage

(Rear) Large patio/ yard, brick shed and a predominantly paved rear garden

Vendors Solicitors:

Refer to Auctioneers

Accommodation:

Ground Floor:

Reception Hall with Pantry, Lounge, Bathroom with panelled bath and electric shower over, pedestal wash basin and wc, Kitchen, Veranda/Utility, Bedroom One (Double), Bedroom Two

Viewings:

Via Cottons – 0121 247 2233

Note: The completion date will be 56 days following exchange of contracts



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48 Somerset Road, Erdington, Birmingham B23 6NG

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. The property benefits from having well laid out accommodation, however does require some modernisation and improvement. Somerset Road is located off Court Lane and Gravelley Lane (B4142), the latter providing direct access to both the Aston Expressway and junction 6 of the M6 motorway and being within approximately a miles distance. The property is also approximately within a quarter of a miles distance from both Erdington Railway Station and High Street which provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

(Rear): Lawned garden with two brick built stores

(Front): Walled foregarden

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.





6 Diddington Lane, Hampton-In-Arden, Solihull B92 0BZ

Description:

A valuable parcel of freehold building land extending to an area of 0.5 acres and benefiting from planning consent for the demolition of an existing dormer bungalow and replacement with a new two storey five bedroom detached dwelling along with a detached double garage. The site which is rectangular in shape is situated close to the junction with Meriden Road (B4102) and forms part of a popular and highly regarded village conveniently located approximately three miles distance to the east of Solihull Town Centre. Hampton-In-Arden Railway Station is within approximately a quarter of a mile distance.

Planning:

The property benefits from planning consent granted by Solihull Metropolitan Borough Council (Ref: 2008/40 and dated 26 February 2008) for the demolition of the existing dormer bungalow and erection of a new two storey dwelling. The plans approved with the consent detail a property containing the following accommodation:

Proposed Accommodation:

Ground Floor:

Reception Hall with Cloak Room, Lounge, Dining Room, Study, Family Room/Kitchen, Utility Room

First Floor:

Stairs and Gallery Landing, Bedroom One with En-suite Shower Room, Bedroom Two with En-suite Shower Room, Bedroom Three, Bedroom Four, Bedroom Five and Family Bathroom

Outside:

(Front) Foregarden and driveway access to a detached double garage
(Rear) Large garden

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

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Building Plot, 12A Farcroft Road, Handsworth, Birmingham B21 8PT

Description:

A parcel of freehold land rectangular in shape extending to an area of 280 sq. mtrs. (3013 sq. ft.) and currently containing a lock up garage. The site benefits from planning consent for the erection of one four bedroom detached dwelling house and forms part of an established residential area located directly off Sandwell Road (A4040). The site is conveniently located for access to a wide range of local amenities and services on Soho Road (A41) being within half a mile distance and the M5 Motorway (junction 1) being within approximately one and a quarter miles distance.

Planning:

The site benefits from planning consent granted by Birmingham City Council (Ref: N/06325/07/FUL and dated 4th December 2007) for the erection of a detached four bedroom dwelling house. The architect's drawings approved with the planning consent detailed the following proposed accommodation:

Proposed Accommodation:

Ground Floor:

Front Reception Room, Reception Hall with Wet Room having wc and shower, Store, Dining Kitchen and Rear Reception Room

First Floor:

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

Second Floor:

Stairs and Landing, Bedroom Four and Shower Room

Outside:

Front: Off Road Parking

Rear: Garden and a rear store/gym room

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

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Building Plot Rear Of 19 Tixall Road, Hall Green Birmingham B28 0RT

Property Description:

A freehold building plot located to the rear of 19 Tixall Road and adjacent to number 4 Harewood Close. The plot consists of a grassed parcel of land accessed off Harewood Close and benefits from having planning permission granted in full for the erection of one two bedroom detached bungalow. Tixall Road is located off Highfield Road and Scribes Lane and is set in an established residential area.

erection of one no. two bedroom detached bungalow. A copy of the planning consent is available for inspection at the Auctioneer's offices.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Planning:

The site benefits from having planning consent granted by Birmingham City Council (reference S/07306/07/ful and dated 6 February 2008) for the





27 Chancellors Close, Edgbaston, Birmingham B15 3UL

Property Description:

A three bedroom mid terraced property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation, part UPVC double glazed windows, gas fired central heating and modern kitchen and bathroom fittings, and is offered for sale in presentable condition. Chancellors Close is located off Hawthorn Road which in turn is found off Harborne Road (B4124) close to the junction with Westbourne Road. The property is within approximately a quarter of a miles distance from Birmingham Botanical Gardens and within three quarters of a mile distance from the main High Street located in Harborne which provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Recessed Porch, Entrance Hall, WC, Lounge, Kitchen, stairs to first floor

First Floor:

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

Outside:

(Front) – Lawned foregarden

(Rear) - Patio and lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Note: The completion will take place 42 days following exchange of contracts



14 Warwick Court, Wake Green Road, Moseley, Birmingham B13 9HF

Property Description:

A two bedroom ground floor flat situated in a three storey purpose built block. The flat itself offers well laid out accommodation and is situated in an established residential area close to the junction with Anderton Park Road. The property is within approximately half a miles distance from the main shops and amenities located on the Alcester Road (A435). The property is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £495 per calendar month (£5,940 per annum).

Two Bedrooms and Bathroom having panelled bath with electric shower over, pedestal wash basin and WC

Outside:

Communal gardens and parking

Leasehold Information:

Term – 99 years from 25 December 1964

Ground Rent – £20 per annum

Service Charge – refer to legal pack

Vendors Solicitors:

Refer to Auctioneers

Accommodation:

Ground Floor:

Communal Entrance Hallway, Entrance Hallway, Lounge, Kitchen,

Viewings:

Via Cottons – 0121 247 2233



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8 Bush Road, Tipton, West Midlands DY4 8LB

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 and driveway allowing for off road parking. The property benefits from having well laid out accommodation and UPVC double glazed windows. Bush Road is a cul-de-sac located off Park Lane West (A457) and is within a quarter of a mile from Victoria Park. The property is also approximately within a mile and a half distance from Dudley Town Centre.

First Floor:

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

Outside:

(front) Paved foregarden and driveway
(rear) Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Conservatory (housing Kitchen), Lean to with WC

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**51 Perry Avenue,
Perry Barr, Birmingham B42 2NE**

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof providing well laid out accommodation, benefiting from three good sized bedrooms, garage, mostly UPVC double glazed windows and gas fired central heating but requiring some modernisation throughout. Perry Avenue Leads directly off Walsall Road (A34) and the property is situated in a cul-de-sac close to the entrance to Perry Hall Park.

Accommodation:
Ground Floor:

Entrance Hall, Reception Hall with walk in cloak cupboard, Front Reception Room, Rear Reception Room, Kitchen with pantry, Covered Side Passageway and Utility Area with brick store and wc

First Floor:

Stairs and Landing with ladder access to a boarded Loft Room, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Small Double), Bathroom with panelled bath having electric shower over, vanity wash basin, Separate WC

Outside:

(Front) Paved foregarden with concrete driveway providing access to an integral garage

(Rear) Paved patio and partly paved/ partly lawned garden with prefabricated garage having vehicular and pedestrian access to the rear

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: The completion date will be 56 days following exchange of contracts



View over Perry Hall Park





Yard & Premises, School Hill, Charndon, Oxfordshire OX27 0BQ

Description:

A parcel of freehold land roughly rectangular in shape extending to an area of approximately 0.587 hectares (1.451 acres) and having been used as a vehicle dismantlers yard and workshop. The site is situated in a rural area immediately surrounded by open fields and woodland and is located within approximately half a mile distance from the village of Charndon which lies approximately 6 miles distance to the east of Bicester and is within approximately eight miles distance from the M40 Motorway (junction 9)

Planning:

The planning history is detailed in full in the Local Authority Search Enquiries and in particular the site benefits from a change of use granted by Aylesbury Vale District Council (Ref: 83/01041/AV and dated 16 November 1983) to allow for the storage of motor vehicles and the maintenance and overhaul of motor vehicles.

Note: The property is being sold on behalf of the mortgagees who under the terms of the

mortgage have exercised their rights to dispose of the property and recover their outstanding charge. The Mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place. All interested parties should make their own enquiries prior to bidding.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233







36 Canalside Cottages, Winson Green, Birmingham, B18 4BP

Property Description:

A traditional semi detached house of brick construction surmounted by a pitched slate clad roof and forming half of a pair of cottages, which occupy a most unusual position, situated at the intersection with Winson Green Junction/ Soho Loop and accessed via the tow path which leads off Winson Green Road close to the junction with Heath Street. The property provides well laid out accommodation and requires modernisation and improvement throughout.

Mooring Rights:

The vendors were granted consent by British Waterways on the 21 October 2005 to moor a craft at this property on a End of Garden Mooring subject to completion of an application form and payment of an annual fee. A copy of the letter granting consent is available from the Auctioneers.

Accommodation

Ground Floor:

Side Entrance Hall, Front Reception Room, Lobby with built-in store cupboard, Rear Reception Room, Breakfast/Kitchen, Rear Lobby, Pantry/ Utility Cupboard, Bathroom with panelled bath, shower enclosure, wash basin and WC.

First Floor:

Stairs and Landing, Three Bedrooms.

Outside:

Fore-garden, pedestrian side access to rear, yard and long garden.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: The completion date will be 56 days following exchange of contracts





53 Heathfield Road, Handsworth, Birmingham B19 1HE

Property Description:

An established investment opportunity comprising of a substantial traditional built three storey semi detached house of brick construction surmounted by a pitched slate clad roof having been converted prior to the vendors family purchase in 1955 into five separate flats each having separate meters. Heathfield Road leads directly between Villa Road (B4144) and Birchfield Road (A34) and the property is located approximately two miles distance to the North of Birmingham City Centre.

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

Ground Floor Front: £55pw (£2,860pa)

Ground Floor Rear: Vacant Possession

First Floor Front: £50pw (£2,600pa)

First Floor Rear: Vacant Possession

Second Floor: £60pw (£3,120pa)

Current Total Rental Income: £8,580 per annum

Potential Total Rental Income: £15,000 per annum (approximatley)

Accommodation:

Ground Floor:

Reception Hall with Cellar access

Front Ground Floor Flat:

Lounge, Double Bedroom, Veranda/ Kitchen and a Cloak Room with wc and wash basin and Shower Room which are located off the reception hall

Rear Ground Floor Flat:

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

First Floor:

Stairs and Landing

Front First Floor Flat:

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

Rear First Floor Flat:

Bed/Living Room, Hallway, Bathroom with panelled bath, pedestal wash basin and wc and Breakfast Kitchen

Second Floor:

Stairs and Landing

Second Floor Flat:

Reception Hall, Double Bedroom, Lounge, Breakfast Kitchen, Bathroom with panelled bath, electric shower over, pedestal wash basin and wc

Outside:

(Front) Foregarden set behind a mature hedge and a concrete driveway

(Rear) Pedestrian side access to yard and large garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: The completion date will be 42 days following exchange of contracts

**12 Hampton Road,
Aston, Birmingham
B6 6AE**

Property Description:

A traditional three storey mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, offering extensive and well laid out accommodation benefiting from UPVC double glazed windows and gas fired central heating. In addition to the existing accommodation, several years ago the property underwent a two storey extension to the rear which generally comprises of a block shell having not been completed. Hampton Road leads off Trinity Road which in turn leads off Birchfield Road (A34). The property is currently let on a Assured Shorthold Tenancy at a rental of £125 per week (£6,500 per annum).

Accommodation:

Ground Floor:

UPVC Double Glazed Porch, Small Office leading off, Entrance Hall and Reception Hall, Front Reception Room, Rear Reception Room, Dining Room with Cellar access, Kitchen, Shower Room with glazed shower, vanity wash basin, Separate WC and wash basin

First Floor:

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Bedroom Four



(Double), Bathroom with panelled bath, vanity wash basin and wc

Second Floor:

Stairs to Landing Room, Bedroom Five (Double) and Box Room

Outside:

(Front) Walled forecourt
(Rear) Garden and a two storey extension comprising of a concrete block shell only

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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9 Jackson Close, Keresley End, Coventry CV7 8NF

Property Description:

A semi detached property of non traditional 'Cornish' style concrete construction surmounted by a Mansard tile clad roof providing well laid out accommodation and benefiting from UPVC double glazed windows and external doors, gas fired central heating and generous gardens but requiring cosmetic improvement throughout. The property is situated in a cul-de-sac which leads off Shaftesbury Avenue and is situated in the village of Keresley End which is located approximately four miles distance to the north of Coventry City Centre.

Accommodation:

Ground Floor:

Reception Hall, Lounge, Full Width Dining Kitchen

First Floor:

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

Outside:

(Front) Lawned foregarden, pedestrian side access to rear
(Rear) Yard and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: The completion date will be 56 days following exchange of contracts

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

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk





72 Station Road, Erdington, Birmingham, B23 6UE

Property Description:

An End Terraced retail unit offered for sale in presentable condition together with a self contained flat above. The Ground Floor benefits from roller shutter protection, timber framed shop front, tiled floor and central heating, whilst the First Floor benefits from UPVC double glazing. The property itself is located on the corner of Station Road and Gravelly Lane.

Accommodation:

Ground Floor:

Retail Area extending to 47.5sq.m (511sq.ft)

Partitioned Rear Store Area extending to 4.73sq.m (50sq.ft)

Separate w/c and Rear Store extending to 5.9sq.m (63sq.ft)

Rear Lobby with stairs to First Floor and Garage/Store Area at rear

First Floor:

Stairs and Landing, Living Room, Bedroom, Kitchen, Shower Room with shower cubicle, wash hand basin and w/c

Outside:

(Front) Walled Foregarden

(Rear) Lawned Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction Thursday 4th December 2008 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.





421 Bordesley Green, Birmingham B9 5RE

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, set back from the road behind a walled foregarden and requiring modernisation and improvement throughout. The property directly fronts Bordesley Green (B4128) and is located between the junctions of Fourth and Fifth Avenue approximately two miles distance to the East of Birmingham City Centre.

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen, Bathroom

First Floor:

Stairs and Landing, Three Bedrooms (Bedroom Two intercommunicating)

Outside:

(Front) Small walled foregarden
(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note: The completion date will be 42 days following exchange of contracts

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Flat 6 Elizabeth Court, 27 Victoria Road, Acocks Green B27 7XZ

Property Description:

A purpose built first floor flat forming part of a two storey brick built block surmounted by a pitched interlocking tile clad roof and benefiting from UPVC double glazed windows, electric storage heating and a lock up garage but requiring cosmetic improvement throughout. Elizabeth Court comprises of two separate blocks and this flat is located in a small block to the rear of the development and accessed by way of a driveway leading off Victoria Road which in turn leads off Warwick Road (A41). The property forms part of an established popular residential area conveniently located within approximately one quarter of a mile distance from Acocks Green Shopping Centre.

Accommodation:

Ground Floor:

Private Entrance Hall

First Floor:

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

Outside:

Communal gardens and car parking with a lock up garage located in an adjacent block

Leasehold Information:

Term: 99 years from 25 March 1977

Ground Rent: £35.00 per annum rising to £75.00 per annum during the term

Service Charge: Refer to Legal Pack

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 4th December 2008 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.





17 Wellsford Avenue, Solihull, West Midlands B92 8EZ

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from mostly UPVC double glazed windows and requiring modernisation and improvement throughout. Wellsford Avenue forms part of a popular and established residential area located approximately two and a half miles distance to the north of Solihull Town Centre and conveniently within a quarter of a mile distance from local amenities and services located on Coventry Road (A45). The M42 Motorway (junction 6) is within approximately three miles distance.

Accommodation:

Ground Floor:

Vestibule Entrance, Reception Hall, Front Reception Room, Extended Rear Reception Room, Extended Kitchen and Covered Side Passageway

First Floor:

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

Outside:

(Front) Lawned foregarden

(Rear) Paved yard and enclosed lawned garden with pedestrian rear access

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Note:

The completion will take place 56 days following exchange of contracts

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.



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COTTONS CHARTERED SURVEYORS

TERMS & CONDITIONS

FOR PROXY/TELEPHONE BIDS

The form overleaf is to be completed in full, signed and returned to Cottons Chartered Surveyors, 361 Hagley Road, Edgbaston, Birmingham, B17 8DL Tel:0121 247 2233. No later than 24 hours prior to the Auction date.

The bidder shall be deemed to have read all Conditions Of Sale (inside cover of catalogue) and Terms & Conditions of Proxy/ Telephone Bids and undertaken all necessary professional and legal advice relating to the relevant lot.

It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone No. above.

The bidder shall be deemed to have made any enquiries and have knowledge of any amendments of the lot prior to and from the Rostrum on the day of the auction.

The Proxy/Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion.

The auctioneer will not bid on proxy bids beyond the maximum authorised bid. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction.

The maximum bid price on proxy bids must be an exact figure (i.e £50,500, bids of for example £1,000 over the highest offer in the auction room will not be accepted.

Telephone bids – Cottons will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non connection or break down of the telephone link, Cottons accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Cottons make no charge for the Proxy/Telephone bid service and reserve the right not to bid on behalf of any telephone/proxy bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made.

Deposit for lots which do not have a guide price should be negotiated with the auctioneer. **Please contact 0121 247 2233.**

If bid is successful, deposit cheque and details will be given to the relevant solicitor and you will be contacted as soon as possible after the lot has been auctioned.

If bid is unsuccessful your deposit will be returned to you as soon as possible after the auction.

COTTONS CHARTERED SURVEYORS
PROXY BID FORM/TELEPHONE BID FORM



Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue) and Terms and Conditions of Proxy/ Telephone Bids on reverse.

Complete, sign and return the attached form along with the deposit payment for 10% of your highest proxy bid or 10% of the higher guide price for a telephone bid. We require deposits to be held in cleared funds 24 hours before the auction. Please contact us to arrange for payment details and also for information relating to the contract and legal packs for your required lots, as you will be required to sign a copy of the contract 24 hours prior to the auction.

TYPE OF BID

(please tick)

☐

☐

TELEPHONE

PROXY

BIDDER INFORMATION

Name

Address

Contact number

Contact number for telephone bid on Auction Day

SOLICITOR INFORMATION

Name

Address

Telephone number

Contact

BID INFORMATION

LOT

☐

Address

Maximum Bid (proxy only)

Maximum Bid (words)

DEPOSIT

Deposit

Deposit (words)

I confirm that I have read all Terms & Conditions

Signed

Date

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**

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**.

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‘The Auctioneers’

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

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

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

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

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

‘The Estate Agents’

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

‘The Letting Agents’

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

‘The Property Managers’

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

‘The Estate Managers’

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

‘The Surveyors’

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

‘The Property Insurance Specialists’

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

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

Location



Cottons

Chartered Surveyors

Auction Department
361 Hagley Road
Edgbaston
Birmingham
B17 8DL

Also at

305 Bearwood Road
Smethwick,
West Midlands, B66 4DP

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

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